

NEW ZEALAND (EXCEPT WESTLAND AND CANTERBURY)  
**OIL-STORES' EMPLOYEES.—AWARD**

*[Filed in the Office of the Clerk of Awards, Auckland]*

In the Court of Arbitration of New Zealand, Northern, Taranaki, Wellington, Marlborough, Nelson, and Otago and Southland Industrial Districts.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the

New Zealand Federated Storemen and Packers (other than in Retail Shops) and Warehouse Employees' (other than Drivers and Clerks) Industrial Association of Workers

and the undermentioned industrial unions of workers:—

Auckland United Storemen and Packers (other than in Retail Shops) and Warehouse Employees' (other than Drivers and Clerks) Industrial Union of Workers, Auckland

New Plymouth United Storemen and Packers (other than in Retail Shops) and Warehouse Employees' (other than Drivers and Clerks) Industrial Union of Workers, New Plymouth

Wellington United Warehouse and Bulk Store Employees' (other than Drivers and Clerks) Industrial Union of Workers, Wellington

Hawke's Bay United Storemen and Packers (other than in Retail Shops) and Warehouse Employees' (other than Drivers and Clerks) Industrial Union of Workers, Napier

Blenheim United Storemen's (other than Employees in Retail Grocery and Soft-goods Establishments) Industrial Union of Workers, Blenheim

Nelson Storemen and Packers' Industrial Union of Workers, Nelson  
Otago and Southland Wholesale Storemen and Packers' Industrial Union of Workers, Dunedin

Invercargill Wholesale Storemen and Packers and Warehouse Employees' (other than Drivers and Clerks) Industrial Union of Workers, Invercargill

(hereinafter called "the union"), and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

#### NORTHERN INDUSTRIAL DISTRICT

##### *Auckland*

Associated Motorists' Petrol Co., Ltd., Oil-merchants, Auckland.  
 Auckland Asphalt Co., 291 Victoria Street, Auckland.  
 Atlantic Union Oil Co., Ltd., Oil-merchants, Auckland.  
 British Lubricants, Ltd., Albert Street, Auckland.  
 British Oils (N.Z.), Ltd., 60 Fort Street, Auckland.  
 Caltex Ltd., Oil-merchants, Jellicoe Street, Auckland.  
 Dawson, Walter, and Co., Ltd., 67 Customs Street, Auckland.  
 Dominion Oil Refining Co., Ltd., 6 Stanley Street, Auckland.  
 Emoleum (N.Z.), Ltd., The Strand, Parnell, Auckland.  
 Emulsified Asphalts (N.Z.), Ltd., Madden Street, Auckland.  
 Paterson, A. S., and Co., Ltd., Merchants, Quay Street, Auckland.  
 Paykel Bros., Ltd., Gaze's Buildings, Anzac Avenue, Auckland.  
 Shell Co. of New Zealand, Ltd., Oil-merchants, T. and G. Building,  
 Wellesley Street West, Auckland.  
 Spedding, J. C., Oil-merchant, Quay Street, Auckland.  
 Vacuum Oil Co. (Pty.), Ltd., Oil-merchants, 41 Albert Street,  
 Auckland.  
 Wakefield, C. C., and Co., Ltd., Oil-merchants, Anzac Avenue,  
 Auckland.

##### *Gisborne*

Clare and Clare, Quay Street, Gisborne.  
 New Zealand Loan and Mercantile Agency Co., Ltd., Gisborne.  
 Tokomaru Farmers' Co-operative Co., Tokomaru Bay.

#### TARANAKI INDUSTRIAL DISTRICT

Associated Motorists' Petrol Co., Ltd., Stratford.  
 Caltex Ltd., Oil-merchants, New Plymouth.  
 Shell Co. of New Zealand, Ltd., Oil-merchants, New Plymouth.  
 Vacuum Oil Co. (Pty.), Ltd., Oil-merchants, New Plymouth.

#### WELLINGTON INDUSTRIAL DISTRICT

Abraham and Williams, Ltd., Palmerston North.  
 Anglo Petroleum Co., Wakefield Street, Wellington.  
 Associated Motorists' Petrol Co., 110-116 Courtenay Place,  
 Wellington.  
 Atlantic Union Oil Co., Ltd., Oil-merchants, Hunter Street,  
 Wellington.  
 Barraud and Abraham, Ltd., Palmerston North.  
 Barry Bros., Port Ahuriri, Napier.  
 Burgess, Adam, Palmerston North.  
 Emulsified Asphalts (N.Z.), Ltd., Abel Smith Street, Wellington.  
 Goldingham and Beckett and Co., Ltd., 276 Wakefield Street,  
 Wellington.  
 Hodder and Tolley, Ltd., Palmerston North.  
 Levin and Co., Ltd., Wellington.  
 New Zealand Loan and Mercantile Co., Ltd., Featherston Street,  
 Wellington.  
 Paterson, A. S., and Co., Ltd., 4 Cuba Street, Wellington.  
 Reid and Reid, 18-20 Harris Street, Wellington.

Restar Ltd., National Bank Buildings, Featherston Street, Wellington.  
 Shell Co. of New Zealand, Ltd., Customhouse Quay, Wellington.  
 Caltex Ltd., D.I.C. Building, Lambton Quay, Wellington.  
 Vacuum Oil Co. (Pty.), Ltd., M.L.C. Building, Hunter Street, Wellington.  
 Wakefield, C. C., and Co., Ltd., Marion Street, Wellington.  
 Williams and Kettle, Ltd., Napier.  
 Wright, Stephenson, and Co., Ltd., Customhouse Quay, Wellington.

#### NELSON INDUSTRIAL DISTRICT

Atlantic Union Oil Co., Ltd., Nelson.  
 Cole, W. H., and Co., Ltd., Texaco Depot, Nelson.  
 Shell Co. of New Zealand, Ltd., Port Nelson.  
 Vacuum Oil Co. (Pty.), Ltd., Port Nelson.

#### MARLBOROUGH INDUSTRIAL DISTRICT

Shell Co. of New Zealand, Ltd., corner of Grove and Bridge Streets, Blenheim.  
 Vacuum Oil Co. (Pty.), Ltd., Blenheim.

#### OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT

Associated Motorists' Petrol Co., Ltd., Moray Place, Dunedin.  
 Associated Motorists' Petrol Co., Ltd., Invercargill.  
 Caltex Ltd., Invercargill.  
 Carter, Desmoulins, Ltd., Oil-merchants, 34 Water Street, Dunedin.  
 Shell Co. of New Zealand, Ltd., Oil-merchants, Invercargill.  
 Spencer and Dunkley, Ltd., Carriers, Vogel Street, Dunedin.  
 Vacuum Oil Co. (Pty.), Ltd., Oil-merchants, Bond Street, Dunedin.  
 Vacuum Oil Co. (Pty.), Ltd., Invercargill.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award:—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers

and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect on the 20th day of December, 1943, and shall continue in force until the 20th day of December, 1944, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 14th day of December, 1943.

[L.S.]

A. TYNDALL, Judge.

#### SCHEDULE

##### *Hours of Work*

1. (a) The ordinary hours of work shall not exceed forty per week nor shall they exceed eight hours on five days of the week, and shall be worked between the hours of 7.30 a.m. and 5 p.m. The day's work shall be continuous save only for the interval for lunch.

(b) Notwithstanding anything contained in the preceding subclause, a worker may be required to work four hours on the statutory half-holiday between the hours of 7.30 a.m. and noon at ordinary rates. The minimum payment on any such occasion shall be four hours' pay. No worker shall be employed under this subclause except to receive goods from ship or railway, or despatch goods by steamer, rail, service car, or lorry to places at least five miles distant from the store in question.

(c) One hour shall be allowed for the midday meal (which shall ordinarily be between twelve and one o'clock) on each day except Saturday, but by mutual agreement between the employer and the majority of his workers less than one hour may be allowed.

(d) No worker shall be employed for more than five hours continuously without an interval for a meal: Provided that when overtime is being worked the tea interval shall be allowed not later than 6 p.m.

### *Wages*

2. The following shall be the minimum rates of wages to be paid:—

				Per Week.		
				£	s.	d.
Storemen	..	..	..	4	19	2
Storemen (leading hands)	..	..	..	5	1	8
Oil blender	..	..	..	5	1	8

“Head storeman” is a storeman substantially employed at manual labour and in charge of other workers.

If in charge of two or more workers other than casuals and up to five such workers he shall be paid 10s. per week extra.

If in charge of over five such workers he shall be paid £1 per week extra.

				Per Hour.		
				£	s.	d.
Casual workers	..	..	..	0	2	7½

A worker who is placed in charge of the operations of any department of an oil-store and has two or more other workers working regularly under his supervision shall be deemed to be a leading hand.

### *Shifts*

3. When shifts are worked outside the hours prescribed in clause 1 hereof, eight hours shall constitute the shift and forty hours the week's work, for which payment shall be made at the rate of £5 11s. 2d. per week. All time worked in excess of the shift shall be paid for at the rate of time and a half for the first four hours and double time thereafter. A crib-time of half an hour shall be allowed in each eight-hour shift without deduction from a worker's pay. This clause shall apply only when a full week's work is worked. The working of shifts shall be confined to any necessary work connected with a manufacturing process that requires continuity of operation.

*Employment of Youths*

4. (a) Youths may be employed at not less than the following rates of wages:—

			Per Week.		
			£	s.	d.
Under 16 years of age	..	..	1	1	6
16-16½ years of age ..	..	..	1	6	6
16½-17 years of age ..	..	..	1	11	6
17-17½ years of age ..	..	..	1	16	6
17½-18 years of age ..	..	..	2	1	6
18-19 years of age ..	..	..	2	9	0
19-20 years of age ..	..	..	2	19	0
20-21 years of age ..	..	..	3	11	6

(b) The proportion of youths shall be not more than one to every three adult workers or fraction of three.

(c) Youths who are called upon to do stacking of case oils or any other article of a weight exceeding 75 lb. shall be paid casual workers' rates while so employed.

(d) Youths at present employed at a higher wage than that prescribed herein shall not have their wages reduced.

*General Orders under Rates of Wages Emergency Regulations 1940*

5. The two general orders made under the Rates of Wages Emergency Regulations 1940, and dated 9th August, 1940, and 31st March, 1942, respectively, shall be deemed to be incorporated in this award, and shall have effect according to their tenor.

*Overtime*

6. (a) All time worked between 6 p.m. and 10 p.m. and between 6.30 a.m. and 7.30 a.m. shall be paid for at time and a half rates. All time worked after 12 noon on the day of the statutory half-holiday shall be paid for at time and a half rates for the first four hours and double time thereafter. All time worked between 10 p.m. and 6.30 a.m. on the following day shall be paid for at double time rates. Workers required to work between 5 p.m. and 6 p.m. shall be entitled to time and a half rates. Such workers on completing four hours' continuous overtime work shall be entitled to double time rates even though the hour be earlier than 10 p.m.

(b) Any worker having worked all day and night until the ordinary time for starting work next day and being required to continue working on into the next day shall be paid double time for all time so worked.

(c) When a worker is ordered back to work overtime after 6 p.m., or on Saturday, a minimum of two hours shall be paid for.

(d) Time worked during the usual meal period shall be paid for at time and a half rates.

#### *Tea-money*

7. When workers are ordered back to work after 6 p.m. or after 1 p.m. on the day of the statutory half-holiday the employer shall provide meals or pay each worker 1s. 9d., unless such worker has been notified on the previous day that he will be required to work overtime.

#### *General Conditions*

8. (a) A "casual worker" is an employee who is engaged by the hour.

(b) Any casual worker employed up to 5 p.m. on any day, unless notified of the termination of his employment, shall, upon attending next day, be entitled to at least two hours' work or pay in lieu thereof.

(c) Any casual worker shall be entitled to one hour's notice of the termination of the employment.

(d) A permanent hand is a weekly employee, and not less than one week's written notice shall be given by either party of the termination of the employment.

(e) A casual worker on completion of twelve months' continuous service shall be deemed to be a permanent hand.

(f) Wages shall be paid weekly not later than Thursday and during ordinary working-hours, except in the case of the termination of the employment, when all wages due shall be paid immediately upon discharge. If any worker leaves of his own accord an order upon the city office shall be deemed to be sufficient.

(g) The normal method of stacking cases in tiers four high shall be observed, unless special circumstances justify the adoption of other methods.

(h) Rateable deductions from the wages of workers may be made in the case of sickness, accident, or default of the workers.

#### *Dirty Work*

9. Workers working in close association with hot bitumen or handling emulsified asphalt, melted tar, and cleaning tanks shall be paid 3d. per hour extra whilst so employed.

*Holidays*

10. (a) The following shall be the recognized holidays: New Year's Day, Anniversary Day, Good Friday, Easter Monday, the Sovereign's Birthday, Labour Day, Christmas Day, and Boxing Day. In Southland and Hawke's Bay, Show Day may be substituted for Anniversary Day.

(b) Any work done on Sunday or Anzac Day or on any of the specified holidays or on any day observed in lieu thereof shall be paid for at double time rates. Such payment in the case of permanent hands shall be in addition to the ordinary wages.

(c) Should any of the above holidays fall on a Sunday, then for the provisions of this award such holiday shall be observed on the following Monday. In the event of Christmas Day being observed on a Monday in pursuance of the foregoing, Boxing Day shall be observed on the Tuesday following.

(d) The provisions of the Factories Act and its amendments relating to payment for statutory holidays shall apply to all workers coming within the scope of this award.

*Annual Holidays*

11. (a) Seven working-days' holiday on full pay shall be granted to each worker on completion of every twelve months' continuous service, at a reasonable time as determined by the employer. For the purpose of this subclause Saturday or the day usually observed as a half-holiday shall not be counted as a working-day.

(b) A worker who has completed three months' service leaving the service of an employer shall be granted pay in lieu of the holiday mentioned in subclause (a) of this clause in proportion to his length of service; but this subclause shall not apply in the case of any worker dismissed for serious misconduct.

(c) Reasonable notice shall be given such worker before the commencement of the annual holidays. The annual holidays shall be given within three months from the time they become due.

(d) Workers entitled to receive holidays provided in this clause shall be paid all wages due, including the holiday period, prior to the commencement of the holidays.

*Overalls, &c.*

12. Employers shall provide all workers engaged skipping grease and lubricating-oil and filling containers with bituminous emulsion with canvas aprons or overalls, which shall



remain the property of the employer. Workers in bituminous-emulsion plants shall be supplied with overalls and clogs when necessary. On completion of the work the same shall be returned to the foreman in charge.

#### *Accommodation*

13. The employer shall provide suitable sanitary conveniences, and facilities in which workers may change their clothes and take their meals, and, where possible, boiling water shall be provided at lunch-time. In oil-blending, bitumen, and emulsified-asphalt plants facilities for washing, including hot water, shall be provided.

#### *First Aid*

14. A first-aid medical outfit to the satisfaction of the Inspector of Awards shall be provided and maintained in all stores, and shall be at all times accessible to each worker.

#### *Watchmen*

15. (a) Watchmen may be employed for forty-eight hours per week at a wage of £5 5s. per week.

(b) Time worked in excess of forty-eight hours in any week shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

(c) The following shall form part of the duties of a watchman:—

- (i) Cleaning offices and mess-room:
- (ii) Weeding garden-plots:
- (iii) Cutting lawns or grass.

(d) Watchmen when called upon to perform any duties other than watching or those duties set out in paragraphs (i), (ii), (iii) of subclause (c) hereof during their ordinary period of watching shall receive 9d. per hour extra whilst so employed.

(e) Watchmen shall receive a fortnight's holiday for each year of continuous service or a proportion thereof for any lesser period of employment.

(f) The rates of wages for casual watchmen employed for less than six consecutive shifts shall be not less than the following:—

				Per Hour.	
				s.	d.
(i)	Sundays, Christmas Day, and Good Friday	..	..	3	0
(ii)	Other award holidays	..	..	2	10
(iii)	Other days	..	..	2	4

All time worked by casual watchmen in excess of ten consecutive working-hours or forty-eight hours in any one week shall be paid for at time and a half rates for the first four hours and double time thereafter.

### *Disputes*

16. The essence of this award being that the work of the employer shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this award, or any of them, as to any matter whatsoever arising out of or connected therewith and not specifically dealt with in this award, every such dispute or difference shall be referred to a committee to be composed of two representatives of each side, together with an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. Either side shall have the right to appeal to the Court against a decision of any such committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

### *Right of Entry upon Premises*

17. The secretary or other authorized officer of the union of workers shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

### *Extension of Hours under Factories Act*

18. Pursuant to the provisions of section 3 of the Factories Amendment Act, 1936, the limits of hours fixed by subsection (1) of that section are hereby extended in the manner and to the extent set forth in this award in respect of each occupier of a factory bound by the provisions of this award.

### *Under-rate Workers*

19. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the

Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

#### *Workers to be Members of Union*

20. (a) Subject to the provisions of section 18 (5) of the Industrial Conciliation and Arbitration Amendment Act, 1936, it shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

*Application of Award*

21. (a) This award shall not apply to head storemen unless they are substantially employed at manual labour. A storeman or packer shall, for the purpose of this award, be a man engaged in the work of receiving, stacking, storing, packing, delivering, or handling in any way whatsoever oil or grease in tins, barrels, cases, or in bulk, or any other merchandise incidental to the business of an oil-merchant in or in connection with an oil or grease store.

(b) This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer who, not being an original party hereto, is, when the award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial districts to which this award relates.

*Scope of Award*

22. This award shall operate throughout the Northern, Taranaki, Wellington, Marlborough, Nelson, and Otago and Southland Industrial Districts.

*Term of Award*

23. This award shall come into force on the 20th day of December, 1943, and shall continue in force until the 20th day of December, 1944.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 14th day of December, 1943.

[L.S.]

A. TYNDALL, Judge.

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*MEMORANDUM*

The principal matters referred to and settled by the Court related to wages, overtime, tea-money, holidays, annual holiday, employment of females, and term of award.

The application under section 58 of the Industrial Conciliation and Arbitration Act, 1925, for the hearing of the dispute by a Conciliation Council was filed with the Clerk of Awards before the 15th December, 1942; consequently the Court in making the award is not required to have regard to the Economic Stabilization Emergency Regulations 1942 (Regulation 43A (2) (a)).

Adjustments have been made to wages and holidays along the lines of the general Storemen and Packers' award made in 1942.

A. TYNDALL, Judge.