
AUCKLAND SUGAR-REFINERY EMPLOYEES.—AWARD

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the Auckland Sugar-works Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned company (hereinafter called "the employers") :—

The Colonial Sugar-refining Co., Ltd., 2 Quay Street,
Auckland.

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 6th day of November, 1944, and shall continue in force until the 6th day of November, 1946, 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 30th day of October, 1944.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Hours of Work

1. (a) The ordinary hours of work for workers other than shiftmen, lightermen in charge of lighters, and watchmen shall not exceed eight on five days of the week, Monday to Friday, both days inclusive, and, unless otherwise mutually arranged between the employer and the worker, shall be worked between the hours of 7.55 a.m. and 4.55 p.m.

(b) The ordinary hours of work for shiftmen shall not exceed five shifts of eight hours each, including crib-time, in any week.

(c) The ordinary hours of work for lightermen in charge of lighters and watchmen shall be forty-four per week.

(d) No worker shall be required to work more than five hours without an interval for a meal, except where crib-time is granted without reduction of pay, in which case the hours may be extended to eight.

Overtime

2. (a) All time worked outside or in excess of the hours hereinbefore specified shall be deemed to be overtime, and, except as hereinafter mentioned, shall be paid for at the rate of time and a half for the first four hours and thereafter at double time rates.

(b) For the purpose of arranging shifts, more than eight hours may, by mutual arrangement, be worked by shiftmen without payment of overtime.

(c) Workers ordered back to work and attending in overtime hours, and workers required to work on Saturday morning, shall be paid overtime rates for a minimum of two hours. In other cases the minimum overtime payment shall be for one half-hour.

(d) All overtime shall be calculated daily.

(e) Watchmen or other employees performing watching duties after ordinary hours, or on holidays, or during week-ends, shall be paid at the rate of 3s. per hour for the time so engaged.

Rates of Wages

3. (a) The following shall be the minimum rates of wages for the respective workers hereinafter mentioned:—

	Per Week.		
	£	s.	d.
Raw-sugar store—			
Unstorers and cutters-in	5	5	0
Leading hand	5	10	0
Weighbridge clerks	5	10	6
Melt-house—			
Pressmen (filters and blow-ups)	5	7	6
Golden-syrup hand	5	3	6
Washing fugalman	5	7	6
Lime and paste	5	4	0
Magma-mixers	5	0	6
Sack-washer	5	1	6
Char end—			
Kiln firemen	5	10	6
Trimmers	5	3	6
Char-emptiers	5	7	6
Char-levellers	5	7	6

	Per Week.		
	£	s.	d.
Pan floor—			
Sugar-boilers	6	0	6
Sugar-boilers' assistants	5	3	6
Liquor-runners	5	10	6
Refined fugals	5	7	6
Stokehold—			
Boiler fireman (high pressure):			
Leading hand	5	18	0
Boiler firemen—			
High-pressure assistants	5	10	6
Low pressure	5	10	6
Trimmers	5	3	6
Refined store—			
Tallymen	5	10	6
Tallymen's assistants	5	2	0
Scalemen	5	5	6
Automatic-machine men in charge	5	7	6
Automatic-machine men	5	0	6
Sewing-machine adjuster	5	5	6
Drier attendants	5	3	6
Other refined-store workers	5	0	6
Miscellaneous—			
Light stowers	5	2	6
Lighter stowers' leading hand	5	7	6
Sack-repairers	4	17	6
Sack-repairers' leading hand	5	7	6
Bagmakers	4	17	6
Sewing tops and bottoms on bag-			
making-machine only	5	3	6
Leading hand, bag-room	6	2	6
Greasers	5	4	6
Lightermen in charge of lighters	6	0	0
Lightermen, dischargers, and deck			
hands	5	2	6
Lighter dischargers and deck hands'			
leading hand	5	9	6
Leading hand cleaner	5	5	0
Lagger	5	2	6
Electrician's assistant	5	2	6
Man in charge of engineers', &c.,			
store (Chelsea)	5	11	6
Man in charge of wharf store (city)	5	17	6
Syrup-house stacker	5	0	6
Watchmen	4	17	6
Electric centrifugals	5	3	6
Jelly centrifugals	5	2	0

	Per Week.		
	£	s.	d.
Filler and weigher of molasses into drums	5	2	6
Rolling drums and casks on wharf (fulls)	5	0	0
Bricklayer's labourer	5	2	6
Carpenter's labourer	5	2	6
Rigging and general yard gang	5	1	6
All other adult workers not covered by any other award	4	17	6

(b) Shift-workers: Shift-workers shall receive 1s. per shift in addition to the rates of wages hereinbefore specified.

(c) All casual workers shall be paid 3d. per hour extra over the ordinary rate of wages for the particular class of work.

(d) Unloading, stacking, unstacking coal, and carting coal in drays shall be paid for at the rate of 2d. per hour extra.

(e) Men handling sacks of lime and sacks of supercel, except when unstoring for direct manufacture, shall be paid 2½d. per hour extra. Baling hand-shaken supercel sacks shall also be paid for at the rate of 2½d. per hour extra.

(f) Any workers required to trim the refined-sugar bins shall be paid 3d. per hour extra, with a minimum of 1s. per day.

(g) Extra payments heretofore made in respect of special conditions and special work shall continue as at present.

Male Junior Workers

4. The following shall be the minimum rates of wages for junior workers:—

Under seventeen years of age—	Per Week.		
	£	s.	d.
First six months	1	14	6
Second six months	1	18	6
Third six months	2	3	6
Fourth six months	2	7	6
Fifth six months	2	12	0
Sixth six months	2	17	0
Seventh six months	3	1	0
Eighth six months	3	5	6
Ninth six months	3	11	0
Tenth six months	3	15	6

Thereafter, at the minimum wage for the particular class of work at which a worker may from time to time be employed.

Females

5. This clause shall cease to operate six months after the end of the present war.

(a) The minimum rates of wages for female workers shall be:—

	Per Week.		
	£	s.	d.
Under sixteen years of age	..	1	0 0
From 16 to 16½ years of age	..	1	4 6
From 16½ to 17 years of age	..	1	8 6
From 17 to 17½ years of age	..	1	13 0
From 17½ to 18 years of age	..	1	17 6
From 18 to 18½ years of age	..	2	1 6
From 18½ to 19 years of age	..	2	6 0
From 19 to 19½ years of age	..	2	10 0
From 19½ to 20 years of age	..	2	14 0
From 20 to 20½ years of age	..	2	19 6
20½ years of age and over	..	3	5 0

The rates of wages in this clause shall not be subject to the general order dated the 9th August, 1940, under the Rates of Wages Emergency Regulations 1940.

(b) The employer shall provide the following for female workers:—

- (i) Overalls, caps, and gloves, where the employer and the local secretary of the union agree that they are necessary:
- (ii) Work seats where it is possible to use them:
- (iii) Reasonable facilities for supplying warmth in cold weather:
- (iv) Boiling water at meal-times and for washing purposes.

(c) Wages shall be paid weekly, but (subject to the provisions of the Factories Act relating to deductions from wages) only time worked shall be paid for.

(d) No female worker shall be required to lift a weight in excess of 28 lb. single handed.

*General Orders under Rates of Wages Emergency
Regulations 1940*

6. Except as provided in clause 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.

Holidays

7. (a) The following shall be the recognized holidays: Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Anniversary Day, and the birthday of the reigning Sovereign.

(b) For work done on Sundays or on any of the above-mentioned holidays double time rates shall be paid.

Annual Leave

8. The provisions of the Annual Holidays Act, 1944, shall be deemed to be incorporated in this award and shall have effect according to their tenor.

Travelling-time for Lightermen

9. In the event of lightermen being required to leave their places of residence for the commencement of work at a time when public means of conveyance is not obtainable, the employer shall provide conveyance or pay the cost thereof, such cost not to exceed 2s. 6d.

General Conditions

10. (a) The practice prevailing in 1926 in regard to washing shall continue: Provided that such practice shall be determined by the disputes committee referred to in clause 16 hereof. Should any alterations have occurred in the nature of the work due to changes in process, the disputes committee shall make any reasonable necessary adjustments.

(b) No worker shall be required to work a double shift, except in the case of emergency when no other suitable worker is available.

(c) In the event of a worker working overtime for more than one hour without having had notice the previous working-day, he shall be provided with a meal at the employer's expense or be paid 1s. 9d. meal-money in lieu thereof.

(d) All wages shall be paid not later than Thursday of each week during working-hours.

(e) If a worker is required to perform work, other than his usual work, for which a higher wage is herein prescribed, such worker shall be paid such higher rate while so employed.

(f) Should any worker engaged at a higher-paid class of work be transferred temporarily to a lower-paid class of work, he shall continue to receive the higher rate during such temporary transfer; but when through a reduction of work

a worker is transferred to a lower-paid class of work his previous rate shall only obtain until one week has elapsed from the time of such transfer. "Temporary transfer" means a period of less than one week.

(g) Where necessary, a locker shall be provided for each worker in which to hang his clothes.

(h) Where necessary, outside workers shall be provided with waterproof coats and hats.

(i) Men handling crates or jars of sulphuric acid shall be supplied with leather aprons and gloves.

(j) Where practicable, when discharging sugar from lighters each gang down below shall consist of four men.

Dirty Work

11. The following shall be regarded as dirty work, and for the time worked thereat shall be paid for at the rate of 1s. 6d. per day in excess of ordinary rates: bagging chardust; bagging soot; cleaning and inside repairing of flues, boilers, and economizers; removing and fitting char-pipes and cooler pipes; inside work in char cisterns, cleaning and scraping, cleaning tanks, and cleaning inside carbonation tanks.

Heat-money

12. Any worker required to work in any compartment or confined space where the heat exceeds 110 degrees Fahrenheit shall be paid, in addition to the rate of wages to which he is entitled for the time at which the work is performed, a special heat rate computed at ordinary time rates for the time he is so employed.

First-aid Outfit

13. First-aid outfits shall be available and permanently equipped for the use of workers.

Terms of Employment

14. (a) The employment may be terminated by one week's notice on either side; but this shall not affect the right of the employer to summarily dismiss any worker for misconduct, and shall not apply to persons employed casually—that is to say, for a period of less than one week.

(b) The employer shall be entitled to make a rateable deduction from the weekly wages specified in this award for time lost by a worker through sickness, default, or accident not arising out of or in the course of the employment.

Right of Entry upon Premises

15. The secretary or other authorized officer of the union 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.

Disputes Committee

16. The essence of this award being that the work of the employers 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 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, if required by either party, an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner. Either party to the dispute shall have the right to appeal to the Court against the decision of the majority of such committee upon giving to the other party written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

Workers to be Members of Union

17. (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.

(c) It shall be a breach of this award for any worker to accept employment and work under this award for a period of fourteen days without becoming a financial member of the union.

(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.)

Under-rate Workers

18. (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.

Extension of Hours under Factories Act

19. 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 the occupier of a factory bound by the provisions of this award.

Scope of Award

20. This award shall apply only to the parties named herein.

Term of Award

21. This award shall come into force on the 6th day of November, 1944, and shall continue in force until the 6th day of November, 1946.

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 30th day of October, 1944.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The only matter referred to the Court related to the term of the award. In other respects the award embodies the terms of settlement arrived at by the assessors in Conciliation Council. In making the award the Court has had regard to the provisions of the Economic Stabilization Emergency Regulations 1942.

Mr. Monteith does not agree with the decision to fix the term of the award at two years, and his dissenting opinion follows.

A. TYNDALL, Judge.

DISSENTING OPINION OF MR. MONTEITH

The only question left to the Court was the term; and I am of the opinion that, in the present economic circumstances, the award should be made for one year only.
