

## 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 1954; 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 companies (hereinafter called “the employers”):

Colonial Sugar Refining Co. Ltd., Fort Street, Auckland.  
New Zealand Sugar Co. Ltd., Fort Street, Auckland.

THE COURT of Arbitration of New Zealand (hereinafter called “the court”), having taken into consideration the terms of settlement arrived at in the above-mentioned dispute and forwarded directly to the Court pursuant to the provisions of section 130 of the Industrial Conciliation and Arbitration Act 1954, 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 as hereinafter provided and shall continue in force until the 31st day of August 1963 and thereafter as provided by section 152 of the Industrial Conciliation and Arbitration Act 1954.

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 25th day of September 1962.

[L.S.]

K. G. ARCHER, Judge.

## SCHEDULE

*Industry to Which Award Applies*

1. This award shall apply to workers and their employers engaged in the refining of sugar and all work in connection therewith and incidental thereto, including loading and discharging sugar lighters, the handling and packaging of sugar, and in the receipt and handling of raw materials and the manufacture or treatment of by-products of the sugar industry and the maintenance of factory plant and buildings.

*Hours of Work*

2. (a) The ordinary hours of work for workers other than shiftmen 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 7.50 a.m. and 4.35 p.m.

(b) The ordinary hours of work for shiftmen shall not exceed five shifts averaging eight hours each, including crib time, over three weeks, such shifts to be worked from Monday to Friday both days inclusive.

(c) 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*

3. (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 three hours and thereafter at double time rates. This subclause shall apply to departments where shiftwork is of a temporary nature and does not continue for more than three consecutive working days.

(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, Monday to Friday, shall be paid overtime rates for a minimum of two hours. If required to work on Saturday morning, the minimum shall be four hours. In other cases the minimum overtime payment shall be for one half-hour.

(d) All overtime shall be calculated daily.

(e) *Outside Watchmen*—Employees performing outside watching duties after ordinary hours, or on holidays, or during week-ends, shall be paid at the rate of 9s. 7d. per hour for the time so engaged.

(f) Day workers required to work during recognised meal breaks shall be paid for such work at overtime rates.

*Wages*

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

	Per Week		
	£.	s.	d.
Bulk raw-sugar receiving and cutting-in:			
Sub-foremen and supervisor .....	17	10	0
Bulk sugar crane drivers .....	16	9	0
Mechanical equipment operators .....	15	10	6
Raw store workers .....	14	12	6
Melt house:			
Carbonation hand-in-charge .....	15	13	0
Pressmen (filters and blow-ups) .....	14	14	6
Filter press cleaners .....	14	3	0
Golden syrup hand .....	14	5	0
Washing fugalman .....	14	17	6
Lime and paste .....	14	6	0
Magma Mixers .....	14	3	0

	Per Week		
	£	s.	d.
Char end:			
Kiln firemen	15	2	6
Char emptiers	14	14	6
Char levellers	14	14	6
Dry char attendant	14	3	0
Pan house:			
Sugar boilers - 1st class	16	14	0
Sugar boilers - 2nd class	15	17	0
Pan floor assistants	14	5	0
Liquor runners	15	10	6
Sub-foreman in charge centrifugal and drier stations	15	19	0
Refined centrifugals	14	17	6
Drier attendants	14	15	6
Boiler station:			
Boiler fireman leading hand	16	13	0
Boiler fireman's assistant (holding 2nd class certificate 4s. extra per week)	15	2	6
Trimmers	14	5	0
Refined sugar packing station:			
L.H. packing station	15	10	6
Automatic machine adjuster and cleaner	14	13	6
Sewing machine adjuster	14	13	6
Bag suppliers and checkers	14	13	6
Automatic machine men	14	1	0
Scalemen	14	8	0
Other workers - packing station	13	16	0
Refined sugar store:			
L.H. pallet loading station	15	5	6
L.H. stacker	15	5	6
Tallyman (including loading station)	14	10	0
Tallyman's assistant	14	5	0
Fork lift truck driver	14	12	6
Truck driver - miscellaneous deliveries	14	6	0
Conveyor attendant (lighter wharf)	14	4	0
Other refined store workers	13	16	0
Retail packing station:			
Shift L.H. Hesser station	15	19	0
Records and stock checker	14	15	6
Hesser machine operator	15	0	6
Assistant Hesser operator	14	6	0
Parceller or baler operator	14	1	0
Hand balers	14	1	0
Palletisers (who stack with fork lift)	14	1	0
Fork lift	14	12	6
Lighters:			
Lighterman in charge of lighters	15	10	6
Lighter stowers' leading hand	15	10	6
Lighter stowers	14	12	6
(work shall continue as required during wet weather under the shelter provided by the employer. Lighter stowers so working shall be paid 6d. per hour extra.)			
Lighter dischargers and deck hands' leading hands (Auckland)	15	4	6
Lighter dischargers and deck hands (Auckland)	14	5	0

	Per Week		
	£.	s.	d.
<b>Syrup house:</b>			
Syrup house leading hand .....	15	10	6
Syrup house stacker .....	13	16	0
<b>Bag room:</b>			
Leading hand .....	16	11	0
Sewing tops and bottoms on bag-making machine only .....	14	8	0
Tallyman/stacker .....	14	3	0
Bagmakers and turners .....	13	11	0
<b>Tradesmen's Assistants:</b>			
Carpenter's labourer .....	14	1	0
Bricklayer's labourer .....	14	1	0
Electrician's assistant .....	14	1	0
Shipwright's labourer .....	14	1	0
<b>Engineers' miscellaneous section:</b>			
Mobile plant driver (including allowance for dirty work) .....	15	10	6
Relieving storeman-in-charge .....	15	0	6
Leading hand rigging and yard gang .....	14	19	6
Mud truck driver (including allowance for dirty work) .....	14	13	6
Water attendant .....	14	10	0
Greasers (holding 2nd class certificate 4s. per week extra) .....	14	9	0
Other truck drivers .....	14	6	0
Gardener-in-charge Estate .....	14	6	0
Storeman's assistant .....	14	4	0
Lagger .....	14	1	0
Kerrick machine operator .....	14	1	0
Rigging and general yard gang .....	13	19	0
Refinery watchmen .....	13	19	0
<b>Miscellaneous:</b>			
Miscellaneous gang leading hand .....	15	2	6
Cleaner leading hand .....	14	12	6
Refinery messenger .....	14	11	0
Other truck drivers .....	14	6	0
Filler and weigher of molasses into drums .....	14	1	0
First aid attendant .....	14	1	0
Rolling casks and drums on wharf (fulls) .....	13	16	0
Miscellaneous gang .....	13	16	0
Laboratory attendant .....	13	16	0
Flying gang .....	13	14	0
All other adult workers .....	13	11	0

(b) *Shift Allowance*—Shift workers working each of the three rotating shifts shall receive an allowance of 5s. 8d. per shift. In the event of a day worker being temporarily transferred to afternoon or night shift he shall be paid at overtime rates for the first of such shifts.

(c) *Casual Work*—All casual workers shall be paid 6d. per hour extra over the ordinary rate of wages for the particular class of work.

(d) *Weighbridge clerks*—Workers employed as weighbridge clerks when cargoes of raw sugar and coal are being received shall be paid as follows:

	Per Hour	
	s.	d.
Receiving raw sugar .....	7	7½
Receiving coal (includes allowance for all disabilities) .....	7	6½

*Male Junior Workers*

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

	Per Week		
	£	s.	d.
16 to 17 years of age .....	5	18	0
17 to 18 years of age .....	6	15	0
18 to 19 years of age .....	7	18	0
19 to 20 years of age .....	9	10	0
20 to 21 years of age .....	11	6	0

Junior workers 20 years of age shall be paid the appropriate adult rates provided they have completed one year's service in the industry.

*Females*

6. (a) The rates of wages for female workers shall be 75 per cent of the appropriate adult and junior male rates calculated to the nearest 6d.

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

(i) Overalls, caps, and gloves, where the employer and the 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 mealtimes and for washing purposes.

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

*Holidays*

7. (a) The following shall be the recognised holidays: Christmas Day, Boxing Day, New Year's Day, 2 January, Good Friday, Easter Monday, Anzac Day, Labour Day, Anniversary Day, and the birthday of the reigning Sovereign.

(b) Should any of the above-mentioned holidays, other than Anzac Day, fall on a Saturday or Sunday, then for the purpose of this award such holidays shall be observed on the following working day.

(c) 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.

In addition shift workers shall be granted one extra week's paid leave for each year of continuous service as a shift worker or *pro rata* for part of the year provided his shift work continues for five consecutive working days on afternoon or night shift.

*Travelling Time*

9. Where men are required to commence work before the normal form of public transport commences, or to cease work after it has stopped running, conveyance shall be provided in lieu of such transport or to the nearest public transport available: Provided that this clause shall not apply to employees living within a  $1\frac{1}{2}$  mile radius of the refinery.

*Special Conditions for Employees Engaged in or in Connection with the Discharge of Bulk Raw Sugar*

10. (a) All time worked by men employed in or in connection with the discharge of raw sugar in bulk shall count as part of the ordinary eight hours of work per day. Payment shall be at the ordinary time rates of pay for any work carried out

on Monday to Friday between the hours of 7.50 a.m. and 4.35 p.m. and at the appropriate overtime rates of pay for any work carried on outside these hours.

(b) Employees discharging bulk raw sugar shall be available to work and shall be paid for at least eight hours per day. Twelve hours shall constitute a rostered shift. A shift of not less than eight hours may be worked when commencing or finishing the discharge of a ship or on a Saturday 8 a.m. to 4 p.m.

The minimum payment for shifts worked on a Saturday, or when starting or finishing the discharge of ships, shall be eight hours at the appropriate rate. The minimum payment of all other shifts shall be at the appropriate rate for the period of the rostered shift.

No minimum payment shall be made if at least 12 hours' notice is given cancelling the requirement to work.

(c) Employees shall be allowed a break of at least 12 hours between ships. Shifts shall alternate between day work and night work with each ship worked.

(d) While engaged on such work men shall receive the same conditions for crib as if they were engaged on shift work.

Where practicable, breaks for tea and crib shall be given for half the team together at the same time.

(e) When normal transport is not available and no arrangements can be made by the men for their transport within reasonable time of ceasing work, the company shall transport men coming off this work a distance as far as 6 miles on the North Shore or a lesser distance if closer transport is available.

(f) When a cargo of raw sugar does not exceed 8,000 tons as manifested, shifts shall be fully manned throughout the discharge. The team covering the two shifts shall consist of supervisors, crane drivers, mechanical equipment operators and raw store workers.

(g) Employees in the bulk team shall be entitled to a special payment for each ship of bulk sugar unloaded. The company shall pay into a pool 5d. for each ton unloaded and this shall be divided proportionately between employees in the bulk team.

(h) Where this clause is inconsistent with the other provisions of this award in relation to the conditions for employees engaged in the discharge and storage of bulk raw sugar, this clause shall prevail.

#### *General Conditions*

11. (a) *Washing-time*—Workers shall be allowed 15 minutes at the end of the day to wash and change.

(b) *Change of Shifts*—Any shift worker required to change shifts during the working week shall be paid overtime for the first of such shifts. This shall not apply to changes of hours to enable men to work 12-hour shifts to their mutual convenience nor to the change back to his original rostered shift if there is a break of at least eight hours. A shift worker if called back without prior notice between the hours of 10.30 p.m. and 5.30 a.m. shall be allowed one hour's pay at ordinary time rates in respect of such call-back.

(c) *Meal-money*—In the event of a day or shift worker being required to continue on overtime work for more than one hour on the ordinary working days, Monday to Friday inclusive, or to work for more than five hours on a Saturday or Sunday, he shall be provided with a meal at the employer's expense or be paid 5s. 6d. meal-money: Provided, however, that such allowance shall not be payable to shift workers working the midnight to 8 a.m. shift on Saturdays when the refinery is working the "extended week".

When a worker has been provided with a meal and is then required to work overtime for a period exceeding five hours, he shall be provided with a further meal at the employer's expense or be paid 5s. 6d. meal-money.

(d) *Payment of Wages*—All wages shall be paid not later than Thursday of each week during working hours.

(e) *Change in Rate*—(i) 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 with a minimum payment for a period of four hours.

(ii) 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.

(f) *Lockers*—A locker shall be provided for each worker in which to hang his clothes.

(g) *Outside Work*—Outside workers shall be provided with waterproof coats and hats.

(h) *Handling Acid*—Men handling crates or jars of sulphuric acid or rolling drums shall be supplied with leather aprons and gloves.

(i) *Lighter Discharging*—Where practicable, when discharging sugar from lighters, each gang down below shall consist of four men.

#### *Dirty Work*

12. Payment for dirty work shall be as agreed between the union and the employer.

#### *Heat Money*

13. 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 on ordinary time rates for the time he is so employed.

#### *First Aid Outfit*

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

#### *Terms of Employment*

15. (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 casually employed—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.

#### *Right of Entry Upon Premises*

16. The secretary or other authorised 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*

17. 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 specifically dealt with in this award, every such dispute or difference shall be referred to the Conciliation Commissioner for the district, who shall either decide the question or refer the matter to the Court. Either side shall have the right to appeal to the Court against any such decision of the Commissioner.

#### *Unqualified Preference*

18. (a) Any adult person engaged or employed in any position or employment subject to this award by any employer bound by this award shall, if he is not already a member of a union of workers bound by this award, become a member of such union within fourteen days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this award so long as he continues in any position or employment subject to this award.

(c) Every worker obliged under subclause (a) hereof to become a member of a union who fails to become a member, as required by that subclause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with subclause (b) hereof commits a breach of this award.

(d) Every employer bound by this award commits a breach of this award if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purposes of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this award.

(NOTE—Attention is drawn to section 174H of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.)

#### *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 14 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.

*Scope of Award*

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

*Term of Award*

21. This award, in so far as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the 22nd day of August 1962, and so far as all other provisions of the award are concerned, it shall come into force on the day of the date hereof; and this award shall continue in force until the 31st day of August 1963.

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 25th day of September 1962.

[L.S.]

K. G. ARCHER, Judge.

MEMORANDUM

The award, which incorporates the terms of settlement arrived at by the parties, includes a clause designed to operate as an unqualified preference provision within the meaning of section 174 of the Industrial Conciliation and Arbitration Act 1954 (as amended by the Industrial Conciliation and Arbitration Amendment Act 1961). Section 174B directs that the Court in making any award shall insert therein an unqualified preference provision only if it is satisfied under the first alternative that such a provision has been agreed upon by all the assessors in the course of an inquiry into an industrial dispute by a Council of Conciliation. For the purposes of section 174B the Court is satisfied to accept the complete settlement arrived at by the parties and executed by or on behalf of all the assessors as proof that the unqualified preference provision has been agreed to by all the assessors, and clause 18 has therefore been incorporated in the award in the form in which it was agreed upon in the Council of Conciliation.

The rates of remuneration prescribed in the award are *not* to be increased by the application of the provisions of the Court's general order of 4 July 1962.

K. G. ARCHER, Judge.