

COLONIAL SUGAR-REFINING CO., LTD., AUCKLAND, **CLERICAL
EMPLOYEES.**—INDUSTRIAL AGREEMENT.

AN industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, made the 18th day of January, 1937, between the Auckland Sugar-manufacturing Industry Technical and Engineering Staff and Office Employees Trade Union duly incorporated and registered under the provisions of the Trade-unions Act, 1908 (hereinafter called "the trade union"), of the one part, and the Colonial Sugar-refining Co., Ltd., a limited-liability company duly

incorporated in Australia and carrying on business in Auckland and elsewhere in New Zealand pursuant to the provisions of the Companies Act, 1933 (hereinafter called "the employer"), of the other part: whereas by an agreement bearing date 30th day of September, 1936, made between the Auckland Sugar-manufacturing Industry Technical and Engineering Staff and Office Employees' Guild, of the one part, and the employer, of the other part, and duly filed in the Court of Arbitration under the provisions of the Labour Disputes Investigation Act, 1913, the parties thereto agreed upon a scale of salaries and wages to be paid and other conditions of employment to be observed by and between the members of such guild and the said employer; and whereas such agreement was expressed to continue in force until the 29th day of September, 1938: and whereas since the date of such agreement the guild has been duly incorporated and registered as a trade-union under the provisions of the Trade-unions Act, 1908, and all the members of the said guild are now members of the said trade-union and for all practical purposes the said guild has in fact merged into the said trade-union: and whereas for the purpose of conserving and continuing all the rights of the parties under the above-recited agreement it has been agreed that these presents should be executed by the trade-union and the employer and registered as an industrial agreement under the provisions of section 28 of the Industrial Conciliation and Arbitration Act, 1925: now therefore it is mutually agreed by and between the parties hereto as follows:—

1. That the terms, conditions, stipulations, and provisions contained and set out in the schedule hereto shall be binding upon the said parties, and they shall be deemed to be and are hereby declared to form part of this agreement.

2. That the said parties hereto shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, conditions, stipulations, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this agreement, or of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

3. That it is expressly agreed and declared that this agreement shall be deemed to be a continuation of the provisions of the above-recited agreement of the 30th day of September, 1936, made between the said guild, of the one part, and the employer, of the other part, to the intent that no party thereto shall be deprived of any benefit under any of the provisions thereof.

SCHEDULE.

Hours of Work and Overtime.

1. The hours of work and overtime shall be governed by the Shops and Offices Act.

Wages.

2. (a) The minimum scale of salary payable to members of the clerical salaried staff at the Quay Street office of the employers and at Chelsea Refinery shall be—

Years of Service.	Salary.	Years of Service.	Salary.
	£		£
1	65	8	225
2	75	9½	250
3	100	11	275
4	125	12½	300
5	150	13½	325
6	175	14½	350
7	200		

(b) The minimum rate of wages for female typists at the Quay Street office of the employers shall be in accordance with the Shops and Offices Act and its amendments.

(c) The minimum rates of wages payable to other clerks at Chelsea Refinery shall be—

	Per Week.
	£ s. d.
Refinery Clerk	5 10 0
Timekeeper	5 0 0
Delivery Clerk	5 0 0
Adult assistant office clerk..	4 1 0
<i>Junior clerks—</i>	
Under 18 years of age	2 0 0
18 to 19 years of age	2 7 6
19 to 20 years of age	2 15 0
20 to 21 years of age	3 2 6

(d) The usual deductions for Provident Fund purposes may be made.

(e) The salaries and increases in pay provided for in subclause (a) of this clause shall be subject to good conduct, diligence, and efficiency.

(f) The employer shall be entitled to make a rateable deduction from the wages specified herein for any time lost by an employee through sickness, accident, or default.

Public Holidays.

3. The following shall be observed as public holidays: New Year's Day, Anniversary Day, Good Friday, Easter Monday, Anzac Day, birthday of the reigning Sovereign, Labour Day, Christmas Day, and Boxing Day.

Annual Holidays.

4. Two weeks' holiday on full pay shall be granted to each employee at the end of each twelve months' continuous service, at a time to be mutually agreed upon between the employer and the employee.

Engagement.

5. The engagement in the case of members of the salaried staff shall be by the month, and by the week in all other cases.

Preference.

6. Preference of employment shall be given to members of the Auckland Sugar-manufacturing Industry Technical and Engineering Staff and Office Employees' Trade-union.

Matters not provided for.

7. Any dispute in connection with any matter not provided for in this agreement shall be settled between the particular employer concerned and the secretary or president of the trade-union, and in default of any agreement being arrived at, then such dispute shall be referred to the Conciliation Commissioner, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner, may appeal to the Court upon giving written notice of such appeal to the other party within seven days after such decision shall have been communicated to the party desiring to appeal.

Term of Agreement.

8. This agreement shall come into force on the 31st day of December, 1936, and shall continue in force until the 31st day of December, 1938.

In witness whereof the parties hereto have executed these presents on the day and year first above written.

Signed for and on behalf of the Colonial Sugar-refining Co., Ltd.—

HENRY HORTON, Local Director.

Witness to above signature—N. C. Robinson.

The official stamp of the Auckland Sugar-manufacturing Industry Technical and Engineering Staff and Office Employees Trade-union was hereto set and impressed by order of the committee thereof this 18th day of January, 1937, in the presence of—

O. W. H. SINCLAIR.

ERIC TONKS.

R. T. P. PHILSON.

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