

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

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the industrial agreement made on the 3rd day of March, 1947, between the Auckland Sugar-manufacturing Industry Technical and Engineering Staff and Office Employees' Industrial Union of Workers and the Colonial Sugar Refining Co., Ltd.

WHEREAS by the Economic Stabilization Emergency Regulations 1942 it is provided that no industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, shall come into force until it is filed under section 28 of the said Act: And whereas it is provided further that no such industrial agreement shall be accepted by a Clerk of Awards for filing as aforesaid unless it has been approved by the Court for the purposes of the said regulations: And whereas application has been made for approval of the industrial agreement made on the 3rd day of March, 1947, between the Auckland Sugar-manufacturing Industry Technical and Engineering Staff and Office Employees' Industrial Union of Workers, of the one part, and the Colonial Sugar Refining Co., Ltd., of the other part: Now, therefore, the Court, having had regard to and having taken into consideration the matters and things as required by the said regulations, doth hereby approve the said industrial agreement for the purposes of the said regulations.

Dated this 25th day of June, 1947.

[L.S.]

A. TYNDALL, Judge.

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

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 3rd day of March, 1947, between the Auckland Sugar-manufacturing Industry Technical and Engineering Staff and Office Employees' Industrial Union of Workers, being duly incorporated and registered under the provisions of the Industrial Conciliation and Arbitration Act, 1925 (hereinafter called "the industrial union"), of the one part, and the Colonial Sugar-refining Co., Ltd., a

limited-liability company duly incorporated in New South Wales, 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, whereby 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 parties hereto, 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.

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 annual salary payable to male members of the clerical salaried staff at the Quay Street office of the employers and at Chelsea Refinery shall be:—

Age.	Salary. £	Age.	Salary. £
16 ..	100	24 ..	300
17 ..	125	25 ..	315
18 ..	150	26 ..	325
19 ..	175	27 ..	350
20 ..	200	28 ..	375
21 ..	250	29 ..	400
22 ..	260	30 ..	425
23 ..	275	31 ..	450

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

Age.	First Year.		Second Year.		Third Year.	Fourth Year.	Fifth Year.	Sixth Year.	Seventh Year.	Eighth Year.	Thereafter.
	First Half.	Seco'd Half.	First Half.	Seco'd Half.							
16 to 17 ..	33/-	38/6	44/-	49/6	55/-	70/6	88/6	103/-	112/-	121/-	127/-
17 to 18 ..	38/-	44/-	50/-	55/6	61/6	79/6	96/3	103/-	112/-	127/-	27/-
18 to 19 ..	47/6	53/-	59/3								
19 to 20 ..	56/3		75/3		74/3	96/3	99/-	103/6	113/-	127/-	127/-
20 to 21 ..	72/6		96/3		96/3	96/3	99/-	104/6	115/-	127/-	127/-

(c) *Females.*—The minimum weekly rates of wages payable to females shall be—

Age.	First Year.		Second Year.		Third Year.	Fourth Year.	Fifth Year.	Sixth Year.	Seventh Year.	Thereafter.
	First Half.	Sec'nd Half.	First Half.	Sec'nd Half.						
Under 18 ..	34/6	39/6	44/6	49/6	51/-	61/-	68/-	74/-	79/6	80/-
18 to 19 ..	38/6	43/6	48/6	53/6	57/3	68/-	74/-	79/6	80/-	80/-
19 to 20 ..	42/6	47/6	51/-		65/-	74/-	79/6	80/-	80/-	80/-
20 to 21 ..	46/6	51/6	60/9		71/-	79/6	80/-	80/-	80/-	80/-

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

(e) The salaries and increases in pay provided for in sub-clause (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.

(g) The two general orders made under the Rates of Wages Emergency Regulations 1940, and dated the 9th August, 1940, and the 31st March, 1942, respectively, shall be deemed to be incorporated in this agreement in respect of subclauses (b) and (c) of this clause and shall have effect according to their tenor, but shall not apply to the rates prescribed in subclause (a).

(h) Provided that the remuneration of any employee of twenty-one years of age or over shall not be less than the appropriate minimum rate prescribed by the Minimum Wage Act or any amendment thereto for the time being in force.

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' Industrial Union of Workers in terms of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936.

Exemption

7. Nothing in this agreement shall apply to employees in receipt of £600 per annum or over, excluding overtime and bonuses.

Matters not provided for

8. 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 industrial union of workers, 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

9. This agreement shall come into force on the 1st day of January, 1947, and shall continue in force until the 31st day of December, 1948.

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.,

The Colonial Sugar Refining Co., Ltd.:

By its attorney,

ROY M. SADDINGTON.

Witness to the above signature—P. S. Wallis.

The official stamp of the Auckland Sugar-manufacturing Industry Technical and Engineering Staff and Office Employees' Industrial Union of Workers was hereto set and impressed by order of the committee thereof this 3rd day of March, 1947, in the presence of—

[L.S.]

F. ELLINGHAM.

W. P. RALPH.

E. T. FAIRBURN.

B. WORLEDGE.