

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

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

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this the 6th day of June 1957 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 1954 (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 1955 (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 and technical salaried staff at the Auckland office of the employers and at Chelsea Refinery shall be:

Age	Salary £	Age	Salary £
16	320	21	610
17	370	22	660
18	425	23	705
19	484	24	750
20	545	25	792

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

	Per Week £ s. d.
At 21 years of age	9 3 0
At 22 years of age	9 15 0
At 23 years of age and thereafter	10 6 0

(c) The minimum scale of annual salary payable to female members of the clerical and technical staff at the Auckland office of the employers and at Chelsea Refinery shall be:

Age	Salary £	Age	Salary £
16	300	20	385
17	320	21	410
18	340	22	435
19	365	23	455

(d) The minimum weekly rates of wages payable to draughtsmen and engineers at Chelsea Refinery shall be: £12 9s. 5d. per week.

(e) The usual deductions for provident fund and F.E.A. scheme purposes may be made.

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

(g) 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.

(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.

Increase in Rates of Remuneration

3. The rates of remuneration determined by this award shall be increased to the extent and in the manner prescribed by the general order of the Court made under the Economic Stabilisation Regulations 1953, and dated the 26th day of October 1956.

(EXPLANATORY NOTE—The general order of 26 October 1956 increased rates of remuneration determined by awards and industrial agreements by an amount equal to 18 per cent thereof, but excluded from the scope of the increase—

- (1) Such portion of the remuneration of each worker in each week as exceeded the amount of £13 in the case of adult male workers, the amount of £9 15s. in the case of adult female workers, and the amount of £7 10s. in the case of male and female workers under the age of twenty-one years; and
- (2) All allowances in respect of tools, bicycles, motor vehicles, protective or special clothing, or special footwear.

The term "remuneration" means salary or wages; and includes time and piece wages and overtime and bonus and other special payments; and also includes allowances, fees, commission, and any other emolument, whether in one sum or several sums, and also includes travelling expenses.)

Public Holidays

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

(b) Should any of the above holidays, except 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, in accordance with the Public Holidays Act 1955.

Annual Holidays

5. 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

6. 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

7. 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 174 of the Industrial Conciliation and Arbitration Act 1954.

Part Time Workers

8. Where an employee accepts part time employment the employer shall pay *pro rata* the appropriate scale salary based on the hours worked per week.

Matters Not Provided For

9. 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

10. This agreement shall be deemed to have come into force on the 6th day of June 1957 and shall continue in force until the 31st day of December 1958.

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,

C. A. ISACCS.

Witness to the above signature—D. H. Tucker.

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 6th day of June 1957, in the presence of:

A. M. HENDERSON.

D. S. BAIRSTOW.

E. GOODISON.

D. W. A. MARSDEN.
