

NEW ZEALAND SUGAR CO. LTD. AND THE COLONIAL SUGAR REFINING CO.
LTD. **CLERICAL AND TECHNICAL 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 25th day of November 1959, 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 New Zealand Sugar Co. Ltd., a limited liability company duly incorporated in New Zealand 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 employers") 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.

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SCHEDULE

Hours of Work

1. The hours of work shall not exceed 40 hours per week and shall be worked at such times as is mutually agreed upon between the employers and the employees.

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	400	21	780
17	470	22	830
18	550	23	880
19	625	24	930
20	705	25	980

(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	11 14 0
At 22 years of age	12 8 0
At 23 and thereafter	13 2 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	375	20	525
17	405	21	555
18	450	22	580
19	495	23	600

(d) The minimum weekly rates of wages payable to draughtsmen and engineers at Chelsea refinery shall be £15 9s. 3d. 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 21 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.

Requirements of Economic Stabilisation Regulations

3. No worker bound by this award shall in any week be paid a lesser amount by his employer than the worker would have been entitled to be paid under this award if it has specifically applied the general order of the Court dated 18 September 1959 otherwise than by incorporation pursuant to the pronouncement of the Court dated 18 September 1959.

Overtime

4. (a) Except in the cases of male salaried employees who are paid an annual salary in accordance with clause 2 (a) of this agreement, all employees who are required to work in excess of 40 hours in any one week shall be paid overtime at the rate of time and a half for all such overtime worked.

(b) Employees working overtime after 6 p.m. or after 1 p.m. on Saturday or Sunday, shall be provided with a suitable meal by the employer or shall be allowed 5s. 6d. meal money.

Public Holidays

5. (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

6. Two weeks' holiday on full pay shall be granted to each employee at the end of each 12 months' continuous service, at a time to be mutually agreed upon between the employer and the employee.

Engagement

7. 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

8. 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

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

Matters Not Provided For

10. 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

11. This agreement shall be deemed to have come into force on the 25th day of November 1959, and shall continue in force until the 31st day of December 1960.

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 New Zealand Sugar Co. Ltd.—

B. H. AMES, Managing Director.
B. L. BRENNAN (witness).

Signed for and on behalf of the Colonial Sugar Refining Co. Ltd.—

B. H. AMES, Manager.
B. L. BRENNAN (witness).

Signed for and on behalf of the Auckland Sugar-manufacturing Industry Technical and Engineering Staff and Office Employees' Industrial Union of Workers—

B. A. PETERSON.
R. J. CHAMBERS.
E. T. FAIRBURN.
D. W. A. MARSDON.