

THE COLONIAL SUGAR REFINING CO. LTD. AND THE NEW ZEALAND SUGAR CO. LTD. ENGINE DRIVERS'—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 8th day of June 1961, between the New Zealand Engine Drivers, River Engineers, Marine-engine Drivers, Greasers, Firemen and Assistants' Industrial Union of Workers (hereinafter called "the union"), of the one part, and the Colonial Sugar Refining Co. Ltd., and the New Zealand Sugar Co. Ltd., (hereinafter called "the employer"), of the other part, whereby it is mutually agreed by and between the parties hereto as follows:

1. That the New Zealand Engine Drivers, Firemen and Greasers (General Section) Award made by the Court of Arbitration on the 26th day of May 1960, and any variation or award in substitution thereof shall not apply to the employer and it is hereby expressly exempt therefrom.

2. 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.

3. 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

1. The provisions of the Auckland Sugar Refinery Employees' Award for the time being relating to:

	Clause (1961 Award)
Hours of work	2
Overtime	3
Shift allowance	4 (b)
Holidays	7
Annual leave	8
Travelling time	9
General conditions	11
Dirty work	12
Heat-money	13
First aid outfit	14
Terms of employment	15
Right of entry	16
Disputes	17
Under-rate workers	19

shall apply to employees covered by this agreement and shall be deemed to be incorporated herein.

*Wages*

2. The rates of wages set out herein shall be paid to engine drivers at the employer's factory at Chelsea:

		£	s.	d.
Refinery engine drivers	.....	15	18	0
Melt House engine drivers	.....	15	0	0

NOTE—The total remuneration payable to any engine driver under this agreement shall not be less than the rates payable to engine drivers from time to time under the Engine Drivers' Award. The rates in this agreement have incorporated in them the general wage order applying from 12 October 1959.

*Workers to be Members of Union*

3. (a) Subject to the provisions of sections 174 (5) and 175 of the Industrial Conciliation and Arbitration Act 1954, it shall not be lawful for any employer bound by this agreement to employ or to continue to employ in any position or employment subject to this agreement any adult person who is not for the time being a member of an industrial union of workers bound by this agreement.

(b) For the purposes of subclause (a) of this clause a person of the age of 18 years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this agreement for workers of the age of 21 years and upwards, shall be deemed to be an adult.

(c) Every person who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested so to do by his employer or any officer or representative of the union, commits a breach of this agreement, and shall be liable accordingly.

(NOTE—Attention is drawn to section 174 (3) of the Industrial Conciliation and Arbitration Act 1954, which gives to workers the right to join the union.

*Scope of Agreement*

4. This agreement shall apply to the parties named herein.

*Term of Agreement*

5. This agreement shall be deemed to have come into force on the 3rd day of May 1961, and shall continue in force until the 31st day of May 1962.

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.:

J. E. R. CROOKS, Refinery Manager.

Witness to the above signature—L. A. SPEED.

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

J. E. R. CROOKS, Refinery Manager.

Witness to the above signature—L. A. SPEED.

Signed for and on behalf of the New Zealand Engine Drivers, River Engineers, Marine-engine Drivers, Greasers, Firemen and Assistants' Industrial Union of Workers:

J. J. MITCHELL, President.

Witness to the above signatures—N. FINCH, Secretary.