

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 31st day of August 1962, 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 4 October 1961, 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:

	1962 Award
	Clause
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 employers' factory at Chelsea:

	£	s.	d.
Refinery engine drivers	16	13	0
Melt house engine drivers	15	10	6

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 26 July 1962.

Unqualified Preference

3. (a) Any adult person engaged or employed in any position or employment subject to this award by any employer bound by this award shall, if he is not already a member of a union of workers bound by this award, become a member of such union within 14 days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this award so long as he continues in any position or employment subject to this award.

(c) Every worker obliged under subclause (a) hereof to become a member of a union who fails to become a member, as required by that subclause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with subclause (b) hereof commits a breach of this award.

(d) Every employer bound by this award commits a breach of this award if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purposes of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this award.

(NOTE—Attention is drawn to section 174H 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 22 August 1962, and shall continue in force until the 31st day of August 1963.

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. G. Prentice.

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

J. E. R. CROOKS, Refinery Manager.

Witness to the above signature—L. G. Prentice.

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

N. FINCH.

Witness to the above signatures—J. J. Mitchell.