

**NEW ZEALAND SUGAR COMPANY LIMITED AND THE COLONIAL
SUGAR REFINING COMPANY LIMITED CLERICAL AND
TECHNICAL EMPLOYEES—INDUSTRIAL AGREEMENT**

This Industrial Agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 15th day of May 1972 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 Company Limited a limited liability company duly incorporated in New Zealand and the Colonial Sugar Refining Company Limited 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.

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	1,807	21	2,836
17	2,020	22	2,974
18	2,246	23	3,112
19	2,484	24	3,250
20	2,660	25	3,362

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

	Per Week \$
At 21 years of age	43.91
At 22 years of age	46.42
At 23 years of age	50.19

(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 the Chelsea refinery shall be:

Age	Salary \$	Age	Salary \$
16	1,305	20	1,882
17	1,443	21	2,045
18	1,644	22	2,133
19	1,794	23	2,233

(d) The minimum weekly rates of wages payable to draughtsmen and Engineers at Chelsea Refinery shall be 56.46.

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

(f) The salaries and increases in pay provided for in subclause (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 wage specified herein for any time lost by an employee through sickness, accident or default.

OVERTIME

3. (a) Except in the cases of male salaried employees who are paid an annual salary in accordance with or in excess of 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 85 cents meal money.

PUBLIC HOLIDAYS

4. (a) The following shall be observed as public holidays: New Year's Day, 2nd 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 allowed to each employee at the end of each 12 months' continuous service provided that on completion of five years' continuous service an employee shall be allowed three weeks annual holiday in lieu of two weeks. Annual leave shall be taken at a time mutually agreed upon between the employer and the employee.

ENGAGEMENT

6. The engagement in the case of members of the salaried male staff (clause 2 (b)), shall be by the month and by the week in all other cases.

SPECIAL HOLIDAYS FOR LONG SERVICE

7. (a) A worker shall be entitled to special holidays as follows:

(i) One special Holiday of two weeks after the completion of 20 years and before the completion of 30 years of continuous employment with the same employer.

(ii) One special holiday of three weeks after the completion of 30 years and before the completion of 40 years of continuous employment with the same employer.

(iii) One special holiday of five weeks after the completion of 40 years' continuous service with the same employer.

(b) Should a worker have completed 30 years of continuous service with the same employer prior to the date of this award, he shall not be entitled to the special holiday provided in paragraph (i) of subclause (a) of this clause. Should a worker have completed 40 years of continuous service with the same employer prior to the date of this award he shall not be entitled to the special holiday provided in paragraph (i) or (ii) of subclause (a) of this clause.

(c) All such special holidays provided for in subclause (a) of this clause shall be on ordinary pay as defined by the Annual Holidays Act 1944 and may be taken in one or more periods and at such time or times as may be agreed by the employer and the worker.

(d) If a worker having become entitled to a special holiday leaves his employment before such holiday has been taken he shall be paid in lieu thereof.

(e) The leave allowed under this clause shall be set off against any other long service leave allowed by the company from time to time or on retirement.

UNQUALIFIED PREFERENCE

8. (a) Any adult person engaged or employed in any position or employment subject to this agreement by any employer bound by this agreement shall, if he is not already a member of a union of workers bound by this agreement, become a member of such union within fourteen 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 agreement so long as he continues in any position or employment subject to this agreement.

(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 agreement.

(d) Every employer bound by this agreement commits a breach of this agreement if he continues to employ any worker to whom subclause (a) and (b) apply after having been notified by an 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 purpose 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 agreement.

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 be communicated to the party desiring to appeal.

TERM OF AGREEMENT

11. This agreement shall be deemed to have come into force on the 16th day of May 1972 and shall continue in force until the 16th day of May 1973.

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 Company Limited:

W. P. Ralph.

Witness: R. F. Creaghe.

Signed for and on behalf of the Colonial Sugar Refining Company Limited:

W. P. Ralph.

Witness: R. F. Creaghe.

Signed for and on behalf of the Auckland Sugar Manufacturing Industry Technical and Engineering Staff and Office Employees' Industrial Union of Workers:

R. A. Speed.

R. Dodds.

W. J. Wallace.