

(11172.) NORTHERN INDUSTRIAL DISTRICT STOCK AND STATION AGENTS CLERICAL AND ALLIED EMPLOYEES.—INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 29th day of August, 1936, between the Auckland Stock and Station Agents Clerical Workers' Guild (hereinafter referred to as "the guild"), of the one part, and the several persons, firms, and corporations whose names or seals are by themselves or their agents duly authorized, subscribed, or affixed to the schedule hereunder written (the said persons, firms, and

corporations being hereinafter referred to as "the employers"), of the other part, whereby it is mutually agreed by and between the said parties hereto as follows, that is to say:—

1. The said parties hereto shall respectively do, observe, and perform every matter and thing by this agreement respectively required to be done, observed, and performed, and shall not do anything in contravention of this agreement, but shall in all respects abide by and perform the same.

Classes of Employees.

2. This agreement shall apply to employees engaged principally in writing, typing, or any form of clerical work in the office or warehouse in which they are engaged, and including travellers and salesmen, stock-agents, and auctioneers. It shall not apply to persons who are substantially employed as messengers, or to persons employed under the age of sixteen years, or to persons who are in receipt of £450 per annum or over.

3. The ordinary hours of work shall not exceed forty in any one week, to be worked between the hours of 8.40 a.m. and 5 p.m. on five days of the week; and between 8.40 a.m. and 12 noon on the customary half-holiday in the particular locality.

Salaries.

4. (a) The following shall be the minimum rate of salaries which shall be paid by the employers to the employees of the clerical staff employed by them respectively, length of service with previous firms to be taken into account; but employees engaged at an age of less than sixteen years shall only come upon the scale on attaining their sixteenth birthday:—

—	Males.	Females.
	Per Week.	Per Week.
First six months	20/-	20/-
Second six months	24/-	24/-
Third six months	28/-	28/-
Fourth six months	32/-	32/-
Fifth six months	36/-	36/-
Sixth six months	41/-	41/-
	Per Annum.	Per Annum.
Fourth year	£125	£120
Fifth year	£150	£140
Sixth year	£175	..
Seventh year	£200	..

(b) Any employee subject to above scale who on the coming into operation of this agreement is in receipt of a higher salary than that provided in the scale shall not have his salary reduced.

Board Allowance to Juniors transferred.

5. Junior employees transferred by their employers in the third, fourth, or fifth year of service to a town other than their home town shall be paid a boarding-allowance, in addition to salary, as follows:—

	£
During third year of service	40
During fourth year of service	30
During fifth year of service	20

Termination of Appointment.

6. (a) Permanent staff up to and including the sixth year of service (except in the case of misdemeanour): One month's notice or one month's salary in lieu of notice at the option of the employer. Thereafter subject to agreement.

(b) Temporary or casual employees: One week's notice or one week's salary at the option of the employer, except in the case of misdemeanour.

(c) In the case of misdemeanour the employer shall retain the right to dismiss any employee without notice or payment in lieu thereof.

Payment.

7. Permanent employees shall be paid at not longer intervals than the last day of each month. Temporary employees shall be paid weekly.

Counting of Service.

8. The service of any employee shall be counted in the following manner:—

(a) An employee shall be deemed to have completed six months' service at the expiry of six months from date on which he commenced such service—that is to say, if an employee commenced his service on the thirtieth day of June of any year his six months' service would be completed on the 31st day of December that year, but for the purpose of equalizing dates of advancement from one grade to another the first half-year's adjustments may be made on the half-yearly or annual balance date (whichever is nearer) of the employing company concerned.

(b) In the counting of service it is agreed that the period or periods an employee is on holiday or absent on sick-leave, shall be counted provided sick-leave does not exceed three months.

Record of Service.

9. (a) The guild shall keep a record of the service of each member.

(b) When called upon to do so by a member or employer the guild shall furnish a certificate of such record of service.

Holidays.

10. Every employee after twelve months' continuous service shall be entitled in each year to leave of absence on pay at such time as the employer shall determine for a continuous period of fourteen days.

Every employee after fifteen years' continuous service and over shall be entitled in each year to leave of absence on pay at such time as the employer shall determine for a continuous period of twenty-one days.

Christmas, New Year, and Easter holidays shall not be counted as part of annual leave. The employers shall give as much notice as it is practicable of the date from which leave is to commence.

Travelling-expenses.

11. An employee on transfer will be reimbursed reasonable expenses for removal of furniture and effects, also actual reasonable expenses whilst in transit, and terminal expenses for board where necessary (not exceeding—married men, fourteen days; single men, seven days).

Employees on relieving duty or temporary duty will be allowed reasonable travelling and board expenses.

Tea-money.

12. Every employee required to do night work for more than two hours shall be paid tea-money at the rate of 1s. 6d. per night.

Under-rate Workers.

13. (a) Any employee who considers himself incapable of earning the minimum salary fixed by this agreement may be paid such lower salary as may from time to time be fixed on the application of the employee (after due notice to the secretary of the guild) by the president of the guild and the employer or such other person as the president and the employer may from time to time appoint for that purpose, any such person in so fixing such salary shall have regard to the employees' capability, his past earnings, and such other circumstance as such president or such other person shall think fit to consider after hearing such evidence and argument as the employee shall

offer. In the event of the president and the employer being unable to agree, they shall appoint some other person to act as umpire in regard to the decision.

(b) Such permit shall be for such period, not exceeding six months, as the person or persons fixing such salary shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such employee by the secretary of the guild requiring him to have his salary again fixed in the manner prescribed by this clause: Provided that, in the case of any person whose salary is so fixed by reason of old age or permanent disability, it may be fixed for such longer period as the party shall think fit and shall agree upon.

(c) It shall be the duty of the guild to keep a record of every agreement made with an employee pursuant hereto.

(d) It shall be the duty of an employer before employing an employee at such lower salary to examine the permit of agreement by which such salary is fixed.

14. Nothing in this agreement shall be held to debar the employees (parties to this agreement) from any benefits that will accrue to clerical employees generally through subsequent legislation, and the employers agree not to withhold from the employees such benefits—if any—because of the existence of this agreement.

Interpretation Clause.

15. Disputes: The essence of this agreement being that the work of the employers shall not on any account whatsoever be impeded, but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this agreement or any of them as to any matter whatsoever arising out of or connected therewith and not dealt with in this agreement, every such dispute or difference shall be referred to a committee to be composed of two representatives of each side, together with an independent chairman to be mutually agreed upon, or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. Either side shall have the right to appeal to the Court against a decision of any such committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

16. Preference: (a) If an employer shall hereafter engage any worker coming within the scope of this agreement who shall not be a member of the guild, and who shall not become a member thereof within one month after his or her engagement

and remain such member, the employer shall dismiss such worker from his service if requested to do so by the guild, provided there is then a member of the guild equally qualified to perform the particular work required to be done and ready and willing to undertake the same.

(b) The provisions of this clause shall operate only if and so long as the rules of the guild shall permit any worker coming within the scope of this agreement of good character and sober habits to become a member of the guild upon payment of an entrance fee not exceeding 5s. upon a written or verbal application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 1s. per month, and such fines as may be lawfully imposed on him or her for non-attendance without reasonable excuse at a specially called meeting of the guild, of which written notice has been given to him or her or sent to him or her by post at his or her last address as notified by him or her to the guild, or for misconduct at a meeting of the guild, or for being more than three months in arrear, without reasonable excuse, in his or her contributions to the guild: Provided that the maximum fine shall not exceed 2s. 6d. for non-attendance at a meeting of the guild or for being in arrear in his or her contributions, and £1 for misconduct at a meeting of the guild.

Present or Future Legislation.

17. Nothing in this agreement shall be held to deprive the employers and/or the employees (parties to this agreement) of the benefit of any conditions or exemptions provided by any present or future legislation.

Term of Agreement.

18. This agreement shall come into force as from the 1st day of July, 1936, and shall continue in force until the 1st day of July, 1938, and thereafter until terminated by three months' notice given by either party.

In witness whereof these presents have been executed the day and year first above written.

Signed on behalf of the Auckland Stock and Station Agents Clerical Workers' Guild in the presence of—

E. B. DALTON, President.
N. FRENCH, Secretary.

Witnessed by—A. M. Peate, Typist, Auckland.

SCHEDULE.

Name of Employer.	Signature.	Witness.
Wright, Stephenson, and Co., Ltd.	<i>Per pro</i> Wright, Stephenson, and Co., Ltd. : F. J. C. Wilson	W. G. Vial.
Abraham and Williams, Ltd.	<i>Per pro</i> Abraham and Williams, Ltd. : F. J. C. Wilson	W. G. Vial.
North Auckland Farmers' Co-operative, Ltd.	For North Auckland Farmers' Co-operative, Ltd. : T. Mitchell, Manager	Eric M. Edgar.
Dalgety and Co., Ltd. . .	For Dalgety and Co., Ltd. : A. W. Perkins, Manager	P. McJones.
Alfred Buckland and Sons, Ltd.	Alfred Buckland and Sons, Ltd. : P. Watson, Manager	P. McJones.
The Gisborne Sheepfarmers' Frozen Meat and Mercantile Co., Ltd.	For the Gisborne Sheepfarmers' Frozen Meat and Mercantile Co., Ltd. : A. F. Salmon, General Manager	F. H. G. Galerui.
Murray, Roberts, and Co., Ltd., Gisborne	Murray, Roberts, and Co., Ltd. : L. Mills, Director	L. Balfour.
Common, Shelton, and Co., Ltd.	<i>P.p.</i> Common, Shelton, and Co., Ltd. : G. S. Seirlik, General Manager	T. J. Corknrip.
Williams and Kettle, Ltd., Gisborne	Williams and Kettle, Ltd. : L. E. Rolls, General Manager	W. Kelly.
N.Z. Loan and Mercantile Agency Co., Ltd. (inc. in England)	For and on behalf of New Zealand Loan and Mercantile Agency Co., Ltd. (inc. in England) : H. D. Robinson, Manager	P. Yockney.
The Farmers' Co-operative Auctioneering Co., Ltd.	<i>P.p.</i> The Farmers' Co-operative Auctioneering Co., Ltd. : A. Bushell, General Manager	H. Griffiths.

NORTHERN (AUCKLAND) INDUSTRIAL DISTRICT.

(11330.) NORTHERN INDUSTRIAL DISTRICT **STOCK AND STATION AGENTS CLERICAL AND ALLIED EMPLOYEES.**—CONCURRENCE IN AGREEMENT.

NOTICE of concurrence in an industrial agreement dated the 29th day of August, 1936, and recorded in Book of Awards, Vol. XXXVI, p. 539, made between Wright, Stephenson, and Co., Ltd., and other employers, and the Auckland Stock and Station Agents Clerical Workers' Guild was filed by de Pelichet McLeod and Co., Ltd., with the Clerk of Awards, at Auckland, on the 7th day of December, 1936.

E. M. MOSLEY, Clerk of Awards.
