

**(11238.) OTAGO AND SOUTHLAND STOCK AND STATION AGENTS'
CLERICAL EMPLOYEES.—INDUSTRIAL AGREEMENT.**

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 1st day of October, 1936, between the Otago and Southland Stock and Station Agents' Clerical Employees Trade Union (hereinafter and in the schedule hereto marked "A" referred to as "the union"), of the one part, and the employers whose names appear in the schedule hereto marked "B" (hereinafter and in the schedule hereto marked "A" 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. That the terms, conditions, stipulations, and provisions contained and set out in the schedule hereto marked "A" shall be binding upon the said parties, and they shall be deemed to be and are hereby incorporated in and declared to form part of this agreement.

2. 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 A.

Classes of Employees.

1. 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 employed who are in receipt of over £350 per annum.

Hours of Employment and Overtime.

2. Hours of work, overtime, exemptions, &c., shall be in accordance with the provisions of the Shops and Offices Act, 1921-22, and its amendments.

Salaries.

3. (a) The following shall be the minimum rates of salaries which shall be paid by the employers to the employees of the clerical staff employed by them respectively.

	Males.			Females.		
	Per Annum.			Per Annum.		
	£	s.	d.	£	s.	d.
First six months	39	0	0	39	0	0
Second six months	52	0	0	52	0	0
Third six months	65	0	0	65	0	0
Fourth six months	78	0	0	78	0	0
Fifth six months	91	0	0	91	0	0
Sixth six months	104	0	0	104	0	0
Fourth year	120	0	0	120	0	0
Fifth year	145	0	0	130	0	0
Sixth year	170	0	0	155	0	0
Seventh year	190	0	0	..	..	..
Eighth year	215	0	0	..	..	..
Ninth year	240	0	0	..	..	..
Tenth year	265	0	0	..	..	..
Eleventh year	280	0	0	..	..	..
Twelfth year	300	0	0	..	..	..

And thereafter at such higher rate as is warranted by the employee's ability.

(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.

4. 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:—

	Per Year.		
	£	s.	d.
During the third year of service	40	0	0
During the fourth year of service	30	0	0
During the fifth year of service	20	0	0

Termination of Appointment.

5. (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.

(d) No employee shall be dismissed through the coming into force of this agreement.

Payment.

6. 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.

7. The service of an 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 the date on which he commenced such service.

(b) Where an employer engages a person other than a junior, the salary of such person shall be deemed to be an indication of service performed by such person in accordance with clause 3, subclause (a), and such person shall have his or her salary increased at the proper time in accordance with clause 3, subclause (a), as if he or she had in fact performed such years of service.

(c) 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 such leave does not exceed three months.

Record of Service.

8. (a) The union shall keep a record of the service of each member.
 (b) When called upon to do so by a member or employer, the union shall furnish a certificate of such record of service.

Holidays.

9. 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 of 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, and all statutory or general holidays shall not be counted as part of annual leave.

The employer shall give not less than ten days' notice of the date from which leave is to commence.

Travelling-expenses.

10. 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.

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

Under-rate Workers.

12. (a) Any employee who considers himself incapable of earning the minimum salary as 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 union) by the president of the union and the employer, or such other person as the president of the union and the employer may from time to time appoint for that purpose, and such person in so fixing such salary shall have regard to the employee's capability, his past earnings, and such other circumstances 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 twelve 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 union requiring him to have his salary again fixed in 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 parties shall think fit and shall agree upon.

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

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

General.

13. Nothing in this agreement shall be held to debar the employees (parties to the agreement) from any benefits that have accrued or will accrue to clerical employees generally through prior or 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.

14. 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.

Preference.

15. It shall not be lawful for any employer bound hereby to employ or to continue to employ in the industry to which this agreement relates any adult person who is not for the time being a member of an industrial union of workers bound by this award or agreement, or who is not for the time being a member of a registered trade union which is bound by this award or agreement.

Term of Agreement.

16. The term of this agreement shall be for a period of two years from the date of the making of the agreement.

In witness whereof the parties hereto have set their hands or seals the day and year first above written.

The Otago and Southland Stock and Station Agents' Clerical Employees Trade Union—

D. E. DALL, President.

Witness : Jno. Turnbull.

ALLAN STANAWAY, Secretary,

Care of Murray, Roberts, and Co., Ltd.,
Dunedin.

Witness : C. Wilson.

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SCHEDULE B.

The New Zealand Loan and Mercantile Agency Co., Ltd.—

J. A. CAMERON.

Witness : Stan. Percy.

Dalgety and Co., Ltd.—

C. M. BRUCE.

Witness : G. Sutherland.

National Mortgage and Agency Co., Ltd.—

JNO. BEWS, Manager.

Witness : D. E. Dall.

Otago Farmers' Co-op. Association of N.Z., Ltd.—

N. R. WILSON.

Witness : S. P. Mirams.

Donald Reid and Co., Ltd.—

C. J. WOOD.

Witness : S. P. Mirams.

Stronach, Morris, and Co., Ltd.—

COSBY MORRIS.

Witness : S. P. Mirams.

Wright, Stephenson, and Co., Ltd.—

S. C. SUTHERLAND.

Witness : S. P. Mirams.

Murray, Roberts, and Co., Ltd.—

GEO. ANDERSON.

Witness : R. O. Hamilton.