

(11070.) CANTERBURY STOCK AND STATION AGENTS AND GRAIN AND SEED MERCHANTS' CLERICAL EMPLOYEES.—INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 15th day of June, 1936, between the Canterbury Stock and Station Agents, Grain and Seed Merchants Clerical and Allied Employees' Union (hereinafter referred to as "the union") of the one part, and the following employers carrying on business in Canterbury as Grain, Seed, and General Produce Merchants and Stock and Station Agents—

A. B. Annand and Co., Ltd.

D. H. Brown and Son, Ltd.

The Canterbury Farmers' Co-operative Association, Ltd.

The Canterbury (N.Z.) Seed Co., Ltd.
 W. E. Cook and Co.
 Cuddon and Stewart, Ltd.
 Dalgety and Co., Ltd.
 W. G. Douglass
 Field and Royds
 Fleming and Co., Ltd.
 Langdown and Son, Ltd.
 H. Matson and Co.
 McFarlane and Scott
 James Meehan and Sons, Ltd.
 J. Montgomery and Co.
 R. W. Morrow and Sons, Ltd.
 The N.Z. Farmers' Co-operative Association of Canterbury, Ltd.
 N.Z. Loan and Mercantile Agency Co., Ltd.
 A. S. Paterson and Co., Ltd.
 Pyne, Gould, Guinness, Ltd.
 A. H. Turnbull and Co., Ltd.
 J. G. Ward and Co., Ltd.
 Wood Bros., Ltd.
 Wright, Stephenson, and Co., Ltd.

(hereinafter referred to as "employers") of the other part, whereby it is mutually agreed as follows:—

That, as between the parties hereto, the terms, conditions, and provisions set out in the schedule hereto annexed shall be binding upon the said parties, and the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this agreement; and, further, the said parties shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, conditions, 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, and provisions, but shall in all respects abide by and perform the same.

SCHEDULE.

Classes of Employees.

1. (a) This agreement shall apply to employees engaged principally in writing, typing, or any form of clerical work in the office in which they are engaged, including travellers, stock-agents, and auctioneers.

(b) It shall not apply to persons who are substantially employed as messengers: Providing, however, that this subsection does not apply to junior clerks after their first year of service, or to persons employed under the age of sixteen years, or to persons who are in receipt of £265 per annum or over.

Hours of Work.

2. The hours of work shall be the same as at present existing in the various business houses parties to this agreement, and shall include overtime usually worked on special occasions, such as balance time, wool-sales, shipping-work, or grain, seed, and live-stock seasons.

Salaries.

3. (a) The minimum rates of pay shall be—

			Per Annum.		
			£	s.	d.
MALES.					
First six months	..	..	39	0	0
Second six months	..	..	52	0	0
Second year	..	..	75	0	0
Third year	..	..	95	0	0
Fourth year	..	..	120	0	0
Fifth year	..	..	145	0	0
Sixth year	..	..	170	0	0
Seventh year	..	..	190	0	0
Eighth year	..	..	215	0	0
Ninth year	..	..	240	0	0
Tenth year	..	..	265	0	0
FEMALES.					
First six months	..	..	39	0	0
Second six months	..	..	52	0	0
Second year	..	..	75	0	0
Third year	..	..	95	0	0
Fourth year	..	..	120	0	0
Fifth year	..	..	130	0	0

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

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

(c) *Casual Employees.*—Casual employees—that is, employees employed for less than one month continuously—shall be paid not less than above rates.

Termination of Engagement.

4. (a) Permanent staff up to and including the sixth year of service (except in the case of misdemeanour) if paid monthly, one month's notice or one month's salary in lieu of notice; and, if paid weekly, one week's notice or one week'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.

5. Permanent employees shall be paid at not longer intervals than one month. Temporary employees shall be paid weekly.

Counting of Service.

6. The service of an employee shall be counted in the following manner:—

(a) An employee shall be deemed to have completed a full year's service on the anniversary of the date on which he commenced such service. That is to say, if an employee commenced his service on the 30th June of any year his first year's service would be completed on the 30th June of the following year and successive years in like manner. Service before the employee attains the age of sixteen years shall not be taken into account, but this is not to be retrospective.

(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 that such leave of absence is on pay either full or partial, and does not exceed three months.

(c) The period or periods worked in any clerical or type-writing capacity shall be counted. That is to say, in business other than those covered by the scope of this agreement.

Record of Service.

7. (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.

8. (a) *Public Holidays.*—The following days shall be recognized holidays: New Year's Day, Show Day, Good Friday, Easter Monday, Sovereign's Birthday, Labour Day, Christmas Day, Boxing Day, Anzac Day, and these days shall not be counted in annual leave.

(b) *Annual Holiday.*—One holiday of not less than two weeks on full pay shall be granted to each employee under this agreement on completion of each year of service, and at a time to be mutually arranged between employer and employee.

Tea-money.

9. 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.

10. (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 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. Any 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 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 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) Notwithstanding the foregoing, it shall be competent for any employee to agree in writing with the president or secretary of the union upon such salary without having the same so fixed.

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

(e) 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.

Membership.

11. The employers undertake to encourage all members of their staff to become members of the union.

Term of Agreement.

12. The agreement to come into operation on 31st May, 1936, and to continue in operation until 31st May, 1937.

Owing to the fluctuation in the cost of living and existing conditions, either party to the agreement may apply to the other to have the salaries revised periodically at not less than six-monthly intervals, the first revision to take place on 30th November, 1936.

Signed on behalf of the Clerks' Union—

W. J. MACGIBBIN, President.

C. C. HUNT, Hon. Secretary.

Signed on behalf of the employers—

For the Canterbury (N.Z.) Seed Co., Ltd,

J. G. L. VERNON, Assistant Manager.

Dalgety and Co., Ltd.,

A. A. BRAAE, Sub-manager.

Pyne, Gould, Guinness, Ltd.,

C. S. HAMMOND, Manager.

For and on behalf of A. H. Turnbull and Co., Ltd.,

D. DOBSON, Director.

Wright, Stephenson, and Co., Ltd.,

W. M. SHAND.

McFarlane and Scott,

D. MCFARLANE.

Field and Royds,

per G. E. ROYDS.

p.p. J. Montgomery and Co.,

A. W. PEARSON,

Per pro H. Matson and Co.,

ALLAN E. MATSON.

A. S. Paterson and Co., Ltd.,

L. G. K. STEVEN, Manager.

Cuddon and Stewart, Ltd.,

S. U. CUDDON.

N.Z. Loan and Mercantile Agency Co., Ltd.,

C. J. WILSON.

p.p. R. W. Morrow and Sons, Ltd.,

R. W. MORROW.

Wood Brothers, Ltd.,

GEOFFREY H. WOOD.

W. G. Douglass,

W. G. DOUGLAS.

J. G. Ward and Co., Ltd.,

ROBT. DUTHIE, Manager.

W. E. Cook and Co.,

per pro W. E. COOK.

D. H. Brown and Son, Ltd.,

A. E. BARTRUM, Manager.

A. B. Annand and Co., Ltd.,

A. B. ANNAND, Manager.

The Canterbury Farmers Co-operative Association, Ltd.,

S. SHIRTCLIFFE, General Manager.

James Meehan and Sons, Ltd.,

VICTOR C. MEEHAN, Director.

Signed on behalf of the New Zealand Farmers' Co-operative Association of Canterbury, Ltd., with the reservation that it comes into force on 30th June, 1936—

The N.Z. Farmers' Co-operative Association of Canterbury, Ltd.,

W. M. MACHIN, General Manager.

Per pro Fleming and Co., Ltd.,

L. J. KEYS, Manager.

Langdown and Son, Ltd.,

H. G. COGAN, Manager.

CANTERBURY INDUSTRIAL DISTRICT.

(11232.) CANTERBURY STOCK AND STATION AGENTS AND GRAIN AND SEED MERCHANTS' CLERICAL EMPLOYEES.—CONCURRENCE IN INDUSTRIAL AGREEMENT.

To the Clerk of Awards at Christchurch.

TAKE notice that we, the undersigned, hereby signify our concurrence in the industrial agreement dated the 15th day of June, 1936, made between the Canterbury Stock and Station Agents Grain and Seed Merchants Clerical and Allied Employees' Union and A. B. Annand and Co., Ltd., and others, and filed at your office as No. 144.

Dated at Christchurch, this 27th day of September, 1936.

Signed on behalf of the Wheat Committee, with the reservation that it comes into force on 30th June, 1936—

The Wheat Committee,

R. MCPHERSON, General Manager.

Signed on behalf of the Proteena Milling Co., Ltd., with the reservation that it comes into force on 30th June, 1936—

Proteena Milling Co., Ltd.,

H. L. BARKER, Director.

Signed on behalf of the Zealandia Milling Co., Ltd., with the reservation that it comes into force on 31st May, 1936—

p.p. Zealandia Milling Co., Ltd.,

OSCAR W. R. ANDERSON, Secretary.

Signed on behalf of the National Mortgage and Agency Co. of N.Z., Ltd., with the reservation that it comes into force on 30th June, 1936—

National Mortgage and Agency Co. of N.Z.,
Ltd., Christchurch.

W. C. BRYDON, Manager.