

NELSON 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 25th day of September, 1937, between the Nelson Stock and Station Agents Clerical Workers' Industrial Union of Workers (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.

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SCHEDULE "A."

*Scope of Agreement.*

1. This agreement shall extend to and be binding upon those employers parties hereto, or who may subsequently be joined on the appropriate application being made, who carry on in the Nelson Industrial District the industry of stock and station agents, and the intention and purpose of this agreement is that it shall be limited to such employers on the one part and their employees (as referred to in clause 3 hereof) on the other part who are engaged in the said industry in the said industrial district.

2. For the purposes of this agreement an employer shall be deemed a stock and station agent whose principal business consists in dealing directly with farmers for the supply to them on credit or otherwise of such stock implements or goods as are required for the working of their farms and in acting as the agent of such farmers for the sale or disposal of their stock or other produce.

*Classes of Employees.*

3. This agreement shall apply to those employees of a stock and station agent as hereinbefore defined who are 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.

4. The number of 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, or grain, seed, and live-stock seasons, and shipping work.

*Salaries.*

5. (a) Subject always to the provisions of the Industrial Conciliation and Arbitration Amendment Act, 1936, relating to the basic rate of wages and to the order of the Court made thereunder, and subject also to any other statutory provision affecting the rate of salaries payable to employees, 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; but the 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.		
	£	s.	d.	£	s.	d.
First six months ..	1	0	0	1	0	0
Second six months ..	1	5	0	1	4	0
Third six months ..	1	10	0	1	8	0
Fourth six months ..	1	15	0	1	12	0
Fifth six months ..	2	0	0	1	16	0
Sixth six months ..	2	5	0	2	1	0
	Per Annum.			Per Annum.		
	£			£		
Fourth year ..	..	..	145	..	..	120
Fifth year ..	..	..	180	..	..	140
Sixth year ..	..	..	225	..	..	..
Seventh year ..	..	..	250	..	..	..
Eighth year ..	..	..	275	..	..	..

(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.*

6. 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.*

7. (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.*

8. 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.*

9. 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 of which he commenced such service—that is to say, if an employee commenced his service on the 30th of June of any year his six months' service would be completed on the 31st December of 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.*

10. (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.*

11. 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, Easter holidays, and Anzac Day, King's Birthday, and Labour Day shall not be counted as part of the annual leave.

The employers shall give as much notice as it is practicable of the date from which leave is to commence.

*Travelling-expenses.*

12. 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.*

13. 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.*

14. (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 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 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) It shall be the duty of the union 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 or agreement by which such salary is fixed.

15. Nothing in this agreement shall be held to debar the employees parties to the agreement from any benefits that will accrue to clerical employees generally through *existing* 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.*

16. *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.*

17. If any employer shall hereafter engage any worker coming within the scope of this agreement who shall not be a member of the union 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 union, provided there is then a member of the union equally qualified to perform the particular work required to be done and ready and willing to undertake the same.

The provisions of this clause shall operate only if and so long as the rules of the union shall permit any worker coming within the scope of this agreement of good character and sober habits to become a member of the union upon payment of an entrance fee not exceeding 2s. 6d., upon a written or verbal application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 3d. per week 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 union 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 union, or for misconduct at a meeting of the union, or for being more than three months in arrear without reasonable excuse in his or her contributions to the union: Provided that the maximum fine shall not exceed 2s. 6d. for non-attendance at a meeting of the union or for being in arrear with his or her contributions and £1 for misconduct at a meeting of the union.

*Term of Agreement.*

18. This agreement shall come into force as from the 25th day of September, 1937, and shall continue in force until the 24th day of May, 1938.

19. This agreement is intended to and shall be deemed to replace the agreement made between the parties hereto on the 4th day of March, 1937.

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

The Nelson Stock and Station Agents Clerical Workers' Industrial Union of Workers—

C. H. LOUISSON, President.

Witness—J. A. Miller, Clerk, Nelson.

D. CHAPMAN, Secretary.

Witness—H. C. Clark, Clerk, Nelson.

1940

SCHEDULE " B."

Levin and Co., Ltd.—

J. DUNCAN, Managing Director.

Witness—J. W. Pearce, Clerk, care of Levin and Co., Ltd.,  
Wellington.

For and on behalf of New Zealand Loan and Mercantile  
Agency Co., Ltd.—

FRANK BUSHELL, Superintendent  
for New Zealand.

Witness—J. W. Mackisack, Company Inspector, Wellington.

Dalgety and Co., Ltd.—

J. H. McILROY, for Superintendent  
for New Zealand.

Witness—A. E. Arnold, Secretary, Wellington.

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