

**CANTERBURY 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 27th day of September, 1937, between the Canterbury Stock and Station Agents Clerical Workers Industrial Union of Workers (hereinafter referred to as "the union"), of the one part, and the following employers carrying on business in the Canterbury Industrial District as Stock and Station Agents (hereinafter referred to as "employers"), of the other part, whereby it is mutually agreed as follows.

SCHEDULE.

Classes of Employees.

1. This award shall apply to all employees engaged principally in writing, typing, or any form of clerical work in the office or warehouse of any employer bound as a party to this agreement. It shall not apply to persons who are substantially employed as messengers, or to persons who are in receipt of £350 per year or over.

Hours of Work.

2. The hours of work shall be the same as at present existing in the various houses parties to this agreement.

Salaries.

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

	Males. Per Annum.		Females. Per Annum.		Female Ledger Machine Operators. Per Annum.	
	£	s. d.	£	s. d.	£	s. d.
First six months	52	0 0	46	16 0	52	0 0
Second six months	65	0 0	57	4 0	65	0 0
Third six months	75	8 0	67	12 0	75	8 0
Fourth six month	85	16 0	78	0 0	85	16 0
Fifth six months	104	0 0	88	8 0	96	4 0
Sixth six months	117	0 0	104	0 0	117	0 0
Fourth year	145	0 0	117	0 0	130	0 0
Fifth year	180	0 0	130	0 0	143	0 0
Sixth year	215	0 0	143	0 0	156	0 0
Seventh year	240	0 0
Eighth year	270	0 0

Provided that a worker of the age of twenty-one years or upwards shall receive not less than the basic wage for the time being prevailing, 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 the above rates.

Termination of Engagement.

4. (a) Permanent staff up to and including the sixth year of service (except in cases 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 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 typewriting 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 an employer, the union shall furnish a certificate of such record of service.

Holidays.

8. (a) Public Holidays: The following shall be paid holidays and shall not be considered as part of the annual leave: New Year's Day (Sunday excluded), Anzac Day, Good Friday, Easter Saturday, Easter Monday, Sovereign's Birthday, Labour Day, Christmas Day, Boxing Day (Sunday excluded), and any special date declared as a public holiday by statute or local authority.

(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.

Disputes.

10. The essence of this agreement being that the work of the employers shall not on any account whatsoever be impeded, but shall 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, which shall 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.

Workers to be Members of Union.

11. (a) It shall not be lawful for any employer bound by this agreement to employ or to continue to employ in any position or employment subject to this agreement any adult person who is not for the time being a member of the industrial

union of workers bound by this agreement: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this agreement during any time while there is no member of the union bound by this agreement who is available to perform the particular work required to be done and who is ready and willing to take it.

(b) For the purpose of subclause (a) of this clause, a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than a minimum rate of wages prescribed by this agreement for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Under-rate Workers.

12. (a) Any worker who considers himself incapable of earning a minimum wage fixed by this agreement may be paid such lower wage as from time to time may be fixed, on the application of the worker after due notice to the union by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and arguments as the union and such worker shall offer.

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

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with the worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Scope of Agreement.

13. This agreement shall operate throughout the Canterbury Industrial District.

Term of Agreement.

14. This agreement, made the said 27th day of September, 1937, shall operate as from the 1st day of September, 1937, and shall continue in force until the 28th day of February, 1938.

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

The common seal of the Canterbury Stock and Station Agents Clerical Workers Industrial Union of Workers was hereto affixed in pursuance of a resolution of a Special Meeting held at Christchurch on the 27th day of September, 1937, in the presence of—

[C.S.]

W. J. MACGIBBON, President.

C. C. HUNT, Hon. Secretary.

Signed for and on behalf of the Employers hereinbefore mentioned—

Dalgety & Compy., Limited—

A. BRAAE, Sub-Manager.

Pyne, Gould, Guinness, Ltd.—

C. S. HAMMOND, Manager.

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

WM. MACHIN, General Manager.

National Mortgage & Agency Co. of N.Z., Ltd., Christchurch—

W. C. BRYDON, Manager.

For and on behalf of New Zealand Loan & Mercantile Agency Company, Limited—

C. J. WILSON, Manager.

Wright, Stephenson, & Co., Ltd.—

WM. SHAND, Manager.

Per pro H. Matson & Co.—

ALLAN B. MATSON.