

**AUCKLAND 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 29th day of September, 1937, between the Auckland 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.

## SCHEDULE "A."

*Scope of Agreement.*

1. This agreement shall extend to and be binding upon those employers parties hereto, or who may subsequently become parties hereto by filing a notice in the prescribed form signifying concurrence herein who carry on in the Northern 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.

*Hours of Work.*

4. 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.*

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 provisions 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, subject to the provisions of any statute in that behalf; length of previous clerical service only to be

taken into account; 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.		
	£	s.	d.	£	s.	d.
Fourth year ..	145	0	0	120	0	0
Fifth year ..	180	0	0	140	0	0
Sixth year ..	225	0	0	..	..	..
Seventh year ..	250	0	0	..	..	..
Eighth year ..	275	0	0	..	..	..

(b) Nothing in this agreement shall operate to reduce the wages of any employee during his present employment.

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

*Board Allowance to Juniors transferred.*

6. (a) Employees transferred by their employers in the first, second, 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:—

If transferred in the first, second or third	£
year of service .. .. .	40
If transferred in the fourth year of service ..	30
If transferred in the fifth year of service ..	20

(b) Home town is the town from time to time agreed upon as such between the employer and the employee.

*Termination of Employment.*

7. (a) Permanent staff up to and including the sixth year of service shall be given one month's notice or one month's salary in lieu of notice, at the option of the employer, or shall give one month's notice.

Thereafter subject to agreement.

(b) Temporary employees shall be given one week's notice or one week's salary, at the option of the employer, or shall give one week's notice.

(c) Notwithstanding anything in the foregoing subclauses, in the case of misdemeanour the employer shall have the right to dismiss any employee without notice or payment in lieu thereof.

*Classification of Employees.*

8. A casual employee is an employee whose engagement is for a period not exceeding one week.

A temporary employee is an employee other than a casual who is employed at seasonal work.

Permanent employees are all employees other than casual and temporary.

*Counting of Service.*

9. 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 services on the 30th 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 clerical service with stock and station agents 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.

*Holidays.*

10. Every employee after completing twelve months' continuous service with the same employer, commencing from the coming into operation of this agreement, 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 and over continuous service with one firm 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.

The above provisions in this clause for annual leave shall not apply to full-time female operators, continuously engaged in ledger-posting operation of book-keeping machines. Such full-time female operators actually engaged in ledger-posting operation of book-keeping machines, after twelve months' continuous service, shall be entitled in each year to three weeks' leave of absence on full pay: Provided, however, that, to obviate business being disorganized, such leave of absence may be divided into two periods of leave of absence—namely, one continuous period of a fortnight and another continuous period of one week—and such one week may be added to the customary Easter holidays or Christmas–New Year holidays as may be arranged to suit the convenience of business.

New Year's day, 2nd January, Good Friday, Easter Monday, Labour Day, Sovereign's Birthday, Christmas Day, Boxing Day, and Anniversary Day 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 in cases where clause 6 does not apply, 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 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, any such person in so fixing such salary shall have regard to the employee's capability, his past earnings, and such other circumstance 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 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 union to keep a record of every agreement made with an employee pursuant hereto.

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

#### *Interpretation Clause.*

14. Dispute: 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 have 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. (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 an industrial union of workers bound by this agreement or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is 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 a union bound by this agreement who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes 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 the 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.

(c) On the written request of the secretary of the union, an employer shall supply to him a list of the workers in his employ but not oftener than once in three months.

(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.)

*Term of Agreement.*

16. This agreement shall come into force as from the 1st day of August, 1937, and shall continue in force until the 21st day of May, 1938.

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

The Auckland Stock and Station Agents Clerical Workers' Industrial Union of Workers.

R. G. SINCLAIR, President.  
N. FRENCH, Secretary.

Witness—A. M. PEATE, Typiste, Auckland.

SCHEDULE "B."

Name of Employer.	Signature.	Witness.
N.Z. Loan and Mercantile Agency Co., Ltd.	H. D. Robinson ..	J. E. Conway.
Wright, Stephenson, and Co., Ltd.	R. W. Steel ..	J. D. B. Murdoch.
Alfred Buckland and Sons, Ltd.	F. J. C. Wilson ..	H. A. Skinner.
Dalgety and Company, Ltd.	A. W. Perkins ..	C. W. Hawken.