

OTAGO AND SOUTHLAND STOCK AND STATION AGENTS **CLERICAL WORKERS.**—INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 21st day of September, 1937, between

Donald Reid and Co., Ltd.

Murray, Roberts, and Co., Ltd.

National Mortgage and Agency Co. of New Zealand, Ltd.

New Zealand Loan and Mercantile Agency Co., Ltd.

The Otago Farmers' Co-operative Association of New Zealand, Ltd.

Dalgety and Co., Ltd.

Stronach, Morris, and Co., Ltd.

Wright, Stephenson, and Co., Ltd.

(hereinafter referred to as "the employers"), of the one part, and the Otago and Southland Stock and Station Agents Clerical Workers' Industrial Union of Workers (hereinafter referred to as "the union") 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 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.

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 of any employer bound as a party to this agreement. It shall not apply to persons employed who are in receipt of a salary 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, provided that no work of any kind shall be performed on Sundays, except under exceptional circumstances, when the employer shall give notice to the union of his requirements.

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 of Salaries.

6. Salaries shall be paid not less frequently than fortnightly or twice monthly.

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 commencing 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.

Right of Entry.

12. The secretary and president of the union shall have power at all reasonable times, but not so as to interfere unreasonably with the employer's business, to enter upon the premises of any employer bound by this agreement for all or any of the following purposes:—

(a) To inspect time and wages book of the employer.

(b) To interview any worker in connection with the operation of this agreement.

(c) To make any inquiries necessary for the effective operation of this agreement.

General.

13. Nothing in this agreement shall be held to debar the employees (members of the union party to this 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.

Under-rate Workers.

14. (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

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 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.

Interpretation Clause.

15. 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.

Workers to be Members of Union.

16. (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.

(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.)

Scope of Agreement.

17. This agreement shall operate throughout Otago and Southland Industrial District.

Term of Agreement.

18. This agreement shall be for a period of six months 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 common seal of the Otago and Southland Stock and Station Agents Clerical Workers' Industrial Union of Workers was hereunto affixed by and in the presence of—

[SEAL.] G. WALMSLEY, Vice-president.
S. MILLER, Secretary-Treasurer.

For and on behalf of the Otago Farmers' Co-operative Association of New Zealand, Limited—

N. R. WILSON, General Manager.

Witness—S. P. Mirams.

Stronach, Morris, & Co., Ltd.—

CROSBY MORRIS, Managing Director.

Witness—S. P. Mirams.

Per pro Dalgety & Company, Limited—

G. SUTHERLAND, Accountant.

Witness—S. P. Mirams.

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

JNO. BEWS, Manager.

Witness—S. P. Mirams.

N.Z. Loan & Mercantile Agency Company Ltd.—

J. A. CAMERON, Manager.

Witness—S. P. Mirams.

Murray Roberts & Co., Ltd.—

GEO. ANDERSON, Manager.

Witness—S. P. Mirams.

Per pro Wright Stephenson & Co., Ltd.—

S. C. SUTHERLAND, Director.

Witness—S. P. Mirams.

Donald Reid & Co., Ltd.—

H. PRICE, Managing Director.

Witness—S. P. Mirams.
