

THE GUARDIAN TRUST AND EXECUTOR CO. OF NEW ZEALAND  
**CLERICAL WORKERS.—INDUSTRIAL AGREEMENT.**

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 6th day of May, 1938, between the New Zealand General Insurance Industrial Union of Workers (hereinafter referred to as "the union"), of the one part, and the Guardian Trust and Executor Co. of New Zealand (hereinafter 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.

*Interpretation.*

1. This agreement shall apply to all members of the indoor clerical staff and inspectors who are in receipt of £450 p.a. or less and who are engaged in insurance work and/or trustee or executor duties for any insurance company or any institution or company subsidiary to an insurance company or merged in

any insurance company and to all employees engaged either wholly or for the greater part of their time in insurance work for other companies or employers.

*Wages.*

2. The following shall be the minimum salaries payable:—

(a) Males—		£	s.	d.
First six months	.. ..	29	0	0
Second six months	.. ..	36	0	0
Third six months	.. ..	41	4	0
Fourth six months	.. ..	46	8	0
Fifth six months	.. ..	51	12	0
Sixth six months	.. ..	56	16	0
Fourth year	.. ..	130	0	0
Fifth year	.. ..	155	0	0
Sixth year	.. ..	180	0	0
Seventh year	.. ..	210	0	0
Eighth year	.. ..	230	0	0
Ninth year	.. ..	255	0	0
Tenth year	.. ..	280	0	0
Eleventh year	.. ..	295	0	0
Twelfth year	.. ..	310	0	0
Thirteenth year	.. ..	325	0	0

Provided that a worker of the age of twenty-one years and upwards shall be paid not less than the basic wage for the time being prevailing.

(b) Females—		£	s.	d.
First six months	.. ..	29	0	0
Second six months	.. ..	36	0	0
Third six months	.. ..	41	4	0
Fourth six months	.. ..	46	8	0
Fifth six months	.. ..	51	12	0
Sixth six months	.. ..	56	16	0
Fourth year	.. ..	130	0	0
Fifth year	.. ..	145	0	0
Sixth year	.. ..	160	0	0

Provided that a worker of the age of twenty-one years and upwards shall be paid not less than the basic wage for the time being prevailing.

CONDITIONS.

*Hours of Work.*

3. The normal working-week shall be Monday to Friday inclusive, and the total hours worked shall not exceed  $37\frac{1}{2}$ , except that in special cases an employee may be required to work a

greater number of total hours, but not exceeding forty, without payment of overtime. Office hours shall commence not earlier than 8 a.m., with time off for lunch between noon and 2 p.m.

*Overtime.*

4. (a) All hours worked in excess of forty hours per week shall be regarded as overtime and shall be paid for at the rate of time and a half for the first four hours on any one day and double time thereafter.

(b) An employee required to work overtime beyond 6 p.m. on any day shall be paid 1s. 6d. meal-money unless he can reasonably go home for the meal in the time allowed.

(c) Provided that nothing in this clause shall apply to Fire, Accident, and Marine Office Inspectors, Life Office Industrial Superintendents, and Motor Claims Assessors.

*Existing Condition.*

5. No worker shall have his or her wages reduced by reason of this agreement, and nothing contained herein shall be deemed or construed to withdraw any annual holiday or other privileges at present being received by a worker from his or her employer.

*Sick-leave.*

6. Workers under this agreement shall on production of medical evidence if necessary be granted sick-leave as follows: After one complete year of service, two weeks on full pay; and thereafter an additional two weeks for each complete year of service: Provided that the aggregate sick-leave of any employee for the whole terms of employment shall not exceed twenty-six weeks: Provided further that for the purpose of this clause "service" shall mean service with the same employer.

*Payment of Salaries.*

7. Salaries shall be paid not less frequently than twice a month.

*Termination of Employment.*

8. One month's notice shall be given on either side before employment be terminated, or one month's salary and *pro rata* proportion of annual leave allowed or forfeited in lieu thereof, except in cases of dishonesty, drunkenness, or insubordination, when an employee shall be subject to instant dismissal.

*Probation.*

9. The period of probation for employees joining the staff of any employer bound by this agreement shall not exceed three months.

*Messengers.*

10. Messengers employed substantially as such shall not be bound by this agreement.

*Delegate to Union Conference.*

11. Any employee appointed a delegate to the annual conference of the union shall be granted the requisite leave without deduction from salary or loss of holidays.

*Holidays.*

12. (a) Every employee after twelve months' service shall be entitled to two consecutive weeks' leave of absence per annum on full pay. Every employee with thirteen years' service and over shall be entitled to three consecutive weeks' leave of absence per annum on full pay. At the request of the employee the three weeks' term may be divided into periods of one and two weeks. Leave of absence shall not accumulate.

(b) The following shall be paid holidays and shall not be considered as part of the annual leave: New Year's Day and the following day (Sunday excluded), Anzac Day, Good Friday, Easter Saturday, Easter Monday and the following day, the Anniversary Day in each province, King's Birthday, Labour Day, Christmas Day, Boxing Day and the following day (Sunday excluded).

(c) In any locality where any of the above holidays is not generally observed another holiday may be substituted by mutual arrangement between the employers and the union.

*Years of Service.*

13. Except as elsewhere herein provided, in calculating the years of service for the purposes of this agreement any period or periods worked in any clerical or shorthand-typistes' capacity shall be counted as if it had been time worked in an insurance office.

*Right of Entry.*

14. The secretary and president of the union shall have power at all reasonable time, 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 books 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.

*Conditions as to Employees.*

15. Every employer shall permit his employees, should they so desire, to have their lunches during the period provided on the premises.

*Disputes.*

16. 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 of 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 decision has been made known to the party desirous of appealing.

*Under-rate Workers.*

17. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement may be paid such lower wage as may from time to time 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 argument 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 a 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.

#### *Workers to be Members of Union.*

18. (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.*

19. This agreement shall operate throughout the Northern, Taranaki, Wellington, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts.

#### *Term of Agreement.*

20. This agreement, in so far as it relates to wages, shall be deemed to come into force on the 1st day of January, 1938, and so far as all the other conditions of this agreement are

concerned it shall come into force on the 6th day of May, 1938; and this agreement shall continue in force until the 6th day of May, 1939.

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

The Guardian Trust and Executor Co. of New Zealand—  
(Sgd.) R. F. WARD, Manager.

Witness—(Sgd.) D. Lindsay.

The New Zealand General Insurance Industrial Union of Workers—

(Sgd.) E. E. HAMMOND, President.

Witness—(Sgd.) P. J. Doogan.

(Sgd.) W. D. LANE, Member of Council.

Witness—(Sgd.) P. J. Doogan.

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