

NEW ZEALAND LIFE ASSURANCE AGENTS, CANVASSERS, AND COLLECTORS.—AWARD

[Filed in the Office of the Clerk of Awards, Wellington]

In the Court of Arbitration of New Zealand, Northern, Taranaki, Wellington, Marlborough, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts. —In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the New Zealand Life Assurance Agents, Canvassers, and Collectors' Industrial Union of Workers (hereinafter called "the union") and the undermentioned societies and companies (hereinafter called "the employers") :—

The Australasian Temperance and General Mutual Life Assurance Society, Wellington.

The Australian Mutual Provident Society, Wellington.

The Colonial Mutual Life Assurance Society, Ltd., Wellington.

The Mutual Life and Citizens' Assurance Co., Ltd., Wellington.

The Provident Life Assurance Co., Ltd., Wellington.

THE COURT of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the terms of settlement arrived at in the above-mentioned dispute and forwarded directly to the Court pursuant to the provisions of section 3 of the Industrial Conciliation and Arbitration Amendment Act (No. 2), 1939, doth hereby order and award :—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not

do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as hereinafter provided, and shall continue in force until the 29th day of August, 1947, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 29th day of August, 1945.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Application of Award

1. This award shall apply to all workers as defined herein.

Definitions

2. (a) "Employer" means any life assurance company or society or organization carrying on industrial life assurance business.

(b) "Worker" means any person wholly or mainly engaged in canvassing for both industrial and ordinary life assurance policies and collecting industrial and ordinary premiums authorized by the employer.

(c) "Industrial life assurance" means the type of life assurance upon which premiums are by the terms of the policy made payable at intervals of less than three months, and are contracted to be received, or are usually received, by means of collectors on behalf of the employer.

(d) "Ordinary life assurance" means life assurance other than industrial life assurance.

(e) "Renewal debit" for the purposes of this award means the sum of the industrial life assurance premiums which the worker is specifically authorized from time to time by the employer to collect.

Performance of Duties

3. The worker shall perform all duties in his own time, consistent with the proper conduct thereof as provided in the agency agreement between the employer and the worker.

Rate of Remuneration

4. (a) The minimum rate of remuneration to be paid to workers shall be £5 2s. 6d. per week.

(b) The two general orders made under the Rates of Wages Emergency Regulations 1940, and dated 9th August, 1940, and 31st March, 1942, respectively, while they remain in force, shall be deemed to be incorporated in this award and shall have effect according to their tenor, but shall not apply to payments made under clause 5 hereof.

(c) Nothing in this award shall be construed to permit the reduction of the minimum remuneration below that provided in this clause.

Expense Allowances

5. (a) A worker who uses and maintains his own conveyance, or who uses a public conveyance, on the business of the employer shall be paid an allowance therefor for such period (if any) as the employer determines that the use of such conveyance is necessary by the worker for the employer's business. Such allowance shall be at the rate of—

For a motor-car, 10s. per day, but not exceeding £2 10s. in any one week.

For a motor-cycle, 6s. per day, but not exceeding £1 10s. in any one week.

For a bicycle or public conveyance, 1s. per day, but not exceeding 5s. in any one week.

(b) Workers shall be paid an allowance at the rate of £5 per annum to cover the cost of writing up the collecting book, such payment to be made when the collecting book is rewritten. This payment shall not be deemed to cover the entering-up of premiums collected, which shall be deemed to be part of the worker's duties covered by the weekly minimum remuneration.

Statutory Holidays

6. The following statutory holidays shall be observed, and no deduction made therefor from the minimum rate of remuneration provided in clause 4: New Year's Day, Anniversary Day or a day in lieu thereof, Good Friday, Easter Monday, the birthday of the reigning Sovereign, Labour Day, Christmas Day, and Boxing Day.

Recreation Leave

7. Every worker shall receive recreation leave at the rate of remuneration provided in clause 4 of this award during the two weeks in which Christmas Day and New Year's Day fall. Such recreation leave shall be in addition to the statutory holidays provided for in clause 6.

Earnings Account

8. (a) The employer shall keep an earnings account to which shall be credited the earnings (excluding amounts paid under clauses 4 and 5 of this award) of each worker from all sources in terms of the respective agency agreements in force for the time being during each successive accounting period (the duration of which shall not exceed five weeks), and there shall be debited to the account—

- (i) All amounts paid to the worker during such period (except in respect of clause 7 (Recreation Leave), one-half of the rate of remuneration provided in clause 4, and all amounts paid in terms of clause 5 of this award).
- (ii) Any debit balance from the previous accounting period.
- (iii) The contributions to guarantee fund, as provided in clause 9 of this award.

(b) The credit balance at the end of any accounting period shall be paid to the worker within four weeks of the close of such period.

Guarantee Fund

9. (a) The employer may deduct from the worker's earnings 10 per cent. of the earnings from all sources until the sum so held equals £75, and this sum shall be held by the employer to guarantee the worker's fidelity and the stability of the renewal debit during the continuance of the engagement and for thirteen weeks after its termination: Provided that—

- (i) Any sum received as security by the employer by way of deduction or otherwise from the worker (whether before or after the commencement of this award) shall count towards the sum of £75 aforesaid, and the worker shall at any time, upon reasonable notice, be entitled to receive payment of the excess of any such sum over £75.

- (ii) Until such time as the sum, if any, received by way of deduction or otherwise amounts to the sum of £75 aforesaid, the worker shall provide such other lawful security not exceeding £75 as may be mutually agreed upon between him and the employer.

(b) The worker shall be credited with interest half-yearly at the rate of 3 per cent. per annum on such sum as may be held to his credit by the employer in terms of this clause.

(c) The employer shall refund to the worker thirteen weeks after the termination of his engagement the sum so held as guarantee, together with interest less amounts (if any) chargeable in terms of his agency agreement.

(d) Where any employer elects not to make the deduction of 10 per cent. as aforesaid, such employer may require the worker to provide and maintain—

- (i) Security (whether cash or otherwise) to the amount of £75; or
 (ii) Such security (other than cash) as it was the practice of such employer to require from workers immediately prior to the coming into operation of this award.

(e) The stability of the renewal debit during such period of thirteen weeks shall be held to be affected only by business introduced by the worker and business for which he has received credit in his earnings account referred to in clause 8 of this award.

Termination of Engagement

10. The engagement shall not be terminated without at least one week's notice in writing being given by either side. If notice required by this clause is not given, then one week's remuneration at the rate provided in clause 4 shall be payable by the defaulting party to the other: Provided that the engagement may be terminated without notice by an employer for misconduct justifying instant termination.

Workers to be Members of Union

11. (a) Subject to the provisions of section 18 (5) of the Industrial Conciliation and Arbitration Amendment Act, 1936, it shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award.

(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 award 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.)

Right to Interview

12. The general secretary of the union, or his representative duly authorized in writing by him, shall be permitted to interview a worker on the premises of the employer at a place to be appointed by the employer for such interview, but not so as to interfere with the business of the employer.

Disputes

13. The essence of this award being that the work of the employer 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 award, or any of them, as to any matter whatsoever arising out of or connected therewith and, although within the scope of the award, not specifically dealt with in this award, 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. 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.

Nothing in this clause shall authorize the committee in any manner to deal with or decide any matter arising from any agency agreement entered into between the employer and the worker.

Amount of Renewal Debts

14. Should a dispute arise concerning the reduction of a renewal debt below a reasonable amount, it shall be dealt with under clause 13 of this award.

Scope of Award

15. This award shall operate throughout the Northern, Taranaki, Wellington, Marlborough, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts.

Term of Award

16. This award, in so far as the provisions of clauses 4, 5 (a), 8, and 9 are concerned, shall come into force on the 1st day of October, 1945, and so far as all the other provisions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 29th day of August, 1947.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 29th day of August, 1945.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

In making the award, which embodies the terms of settlement arrived at by the assessors in Conciliation Council, the Court has had regard to the provisions of the Economic Stabilization Emergency Regulations 1942.

With regard to clause 8 of the award, the Court desires to place on record the following extract from a communication addressed to the Court and signed by the duly authorized agents of the workers' union and the employers:—

“We can, however, assure you that, before any alteration is made in the terms of agency that would increase the commission payment to agents, such agreement would, if necessary under the law, be submitted to the Economic Stabilization Commission for approval.”

A. TYNDALL, Judge.
