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**CANTERBURY STOCK AND STATION AGENTS' CLERICAL  
EMPLOYEES.—INDUSTRIAL AGREEMENT**

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the industrial agreement made on the 20th day of July, 1945, between the Canterbury Stock and Station Agents' Clerical Workers' Industrial Union of Workers and the New Zealand Loan and Mercantile Agency Co., Ltd., Christchurch, and others.

WHEREAS by the Economic Stabilization Emergency Regulations 1942 it is provided that no industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, shall come into force until it is filed under section 28 of the said Act: And whereas it is provided further that no such industrial agreement shall be accepted by a Clerk of Awards for filing as aforesaid unless it has been approved by the Court for the purposes of the said regulations: And whereas application has been made for approval of the industrial agreement made on the 20th day of July, 1945, between the Canterbury Stock and Station Agents' Clerical Workers' Industrial Union of Workers, of the one part, and the New Zealand Loan and Mercantile Agency Co., Ltd., Christchurch, and others, of the other part: Now, therefore, the Court, having had regard to and having taken into consideration the matters and things as required by the said regulations, doth hereby approve the said industrial agreement solely for the purposes of the said regulations.

Dated this 23rd day of August, 1945.

[L.S.]

A. TYNDALL, Judge.

**THE 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 20th day of July, 1945, 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 "the employers"), namely:—

New Zealand Loan and Mercantile Agency Co., Ltd.,  
191 Cashel Street, Christchurch

Dalgety and Co., Ltd., Cathedral Square, Christchurch  
Pyne, Gould, Guinness, Ltd., 178 Cashel Street, Christchurch

H. Matson and Co., 183 Cashel Street, Christchurch  
Wright, Stephenson, and Co., Ltd., 198 Cashel Street, Christchurch

National Mortgage and Agency Co. of New Zealand,  
Ltd., 147 Hereford Street, Christchurch

The Canterbury Farmers' Co-operative Association, Ltd.,  
Beswick Street, Timaru

of the other part, whereby it is mutually agreed as follows:—

*Classes of Employees*

1. This agreement 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, exclusive of cost-of-living bonuses.

*Salaries*

2. (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 provision 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:—

		Per Year.		
		£	s.	d.
<b>Males—</b>				
First six months	..	62	8	0
Second six months	..	75	8	0
Third six months	..	88	8	0
Fourth six months	..	101	8	0
Fifth six months	..	119	12	0
Sixth six months	..	132	12	0
Fourth year	.. ..	155	16	0
Fifth year	.. ..	186	0	0
Sixth year	.. ..	211	0	0
Seventh year	.. ..	236	0	0
Eighth year	.. ..	266	0	0
Ninth year	.. ..	291	0	0
Tenth year	.. ..	316	0	0
Eleventh year	.. ..	331	0	0
Twelfth year	.. ..	346	0	0
<b>Females—</b>				
First six months	..	62	8	0
Second six months	..	72	16	0
Third six months	..	83	4	0
Fourth six months	..	93	12	0
Fifth six months	..	109	4	0
Sixth six months	..	122	4	0

			Per Year.		
			£	s.	d.
Fourth year	..	..	..	140	16 0
Fifth year	..	..	..	166	0 0
Sixth year	..	..	..	186	0 0
Seventh year	..	..	..	201	0 0

And thereafter at such higher rate as is warranted by the employee's ability.

(b) Females engaged in operating book-keeping machines shall be paid not less than 5s. per week more than the above rates.

(c) No employee whose salary or wages is increased in consequence of this agreement shall be discharged in consequence of this agreement, nor shall any employee who on the coming into operation of this agreement is in receipt of a higher salary than that provided in the scale shall have his or her salary reduced.

#### *Board Allowance to Juniors*

3. (a) Junior employees temporarily transferred from their home town during the first, second, third, fourth, or fifth year of service shall be paid a boarding-allowance, in addition to salary as provided by scale, as follows:—

	£
During the first, second, or third years of service ..	40
During the fourth year of service .. ..	30
During the fifth year of service .. ..	20

No employee who is in receipt of the basic wage or a salary in excess of the basic wage shall be entitled to receive payment of board allowance under this clause.

For the purpose of this clause a "junior employee" shall be deemed to be any employee who has not completed his or her fifth year of service.

(b) For the purpose of subclause (a) of this section temporary transferment shall be deemed to be any period of less than nine consecutive months.

#### *Hours of Employment*

4. (a) Subject to the provision in the next succeeding subclause, the normal week shall be Monday to Saturday inclusive between the hours of 9 a.m. and 5 p.m. (12 noon on Saturdays or the customary half-holiday). Except on Saturdays, one hour shall be allowed for lunch between noon and 2 p.m.

(b) It is agreed between the parties that should any substantial number of clerical workers succeed in having the five-day week made one of the conditions of employment in any industrial agreement or award subsequent to the making of this agreement, the question of a five-day week as a condition of employment for the unexpired term of the agreement may, at the option of any one or more district union, be reopened and, if no agreement is reached, be referred to a Council of Conciliation or the Arbitration Court for settlement.

(c) If by agreement with the employer an employee is allowed time off to attend to private business, such time shall be made up as mutually arranged between the employer and employee.

(d) Every employee required to do night-work for more than two hours shall be paid tea-money at the rate of 2s. per night.

#### *Casual Workers*

5. (a) A casual employee shall be one who is employed for an aggregate period of not more than six calendar months in any continuous period of twelve months.

(b) No clerk at present employed on a permanent basis shall, by reason of this agreement, be transferred to a casual status unless by special arrangement with the union.

(c) The rates of pay for casual workers shall not be less than:—

	Per Week.
Males—	£ s. d.
Over twenty-one years of age .. .. .	5 10 0
Under twenty-one years of age .. .. .	4 0 0
Females .. .. .	3 0 0

(d) Any employee engaged as a casual worker who is ultimately employed for an aggregate period of more than six calendar months in any continuous period of twelve months shall thereupon cease to be a casual worker under the meaning of this clause.

(e) In any matter not otherwise covered by the provisions of this clause casual workers shall be governed by the general provisions of this agreement as if they were in fact permanent employees.

#### *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 six months' service at the expiry of six months from the date on which he commenced such service.

- (b) When an employer engages a person other than an office junior the commencing salary of such person shall be deemed to be an indication of the years of service performed by such person in this industry in accordance with clause 2, subclause (a), and such person shall have his or her salary increased at the proper times in accordance with clause 2, subclause (a), as if he or she had in fact performed such years of service.
- (c) Where prior to the coming into force of this agreement an employer has engaged a person with previous clerical experience, the salary he or she is receiving on the coming into force of this award, shall be deemed to be an indication of the years of service performed by such person in this industry in accordance with clause 2, subclause (a), and such person shall have his or her salary increased at the proper times in accordance with clause 2, subclause (a), as if he or she had in fact performed such years of service.
- (d) 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, up to a maximum of three months in any one period of absence.

#### *Payment of Salaries*

7. Salaries shall be paid not less frequently than monthly.

#### *Termination of Employment*

8. (a) One month's notice shall be given on either side before employment be terminated, and the employee shall be entitled to allowance for or payment of *pro rata* proportion of annual leave calculated up to the termination of such notice. Alternatively, in lieu of notice by the employer, payment shall be made for one month's salary and *pro rata* proportion of annual leave, except in cases of misdemeanour, when the employee shall be subject to instant dismissal and any leave due shall be forfeited.

(b) Casual employees shall receive one week's notice of termination of employment or one week's pay in lieu of notice.

#### *Holidays*

9. (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, at a time to be mutually arranged between employer and employee.

#### *Proportion of Females to Males*

10. The proportion of female members of the union employed by an employer, excluding typists, shall not exceed one to three male employees, members of the union, excepting that where a higher proportion existed on the 1st March, 1938, such proportion shall be allowed to continue during the currency of this agreement.

#### *Record of Service*

11. (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.

#### *Delegate to Union Conference*

12. Any employee appointed a delegate to a Dominion conference of delegates from Stock and Station Agents' Clerical Workers' Union shall be granted the requisite leave without deduction from salary or loss of holidays.

#### *Right of Entry*

13. 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 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.

#### *Travelling-expenses*

14. 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-expenses and board.

#### *General*

15. Nothing in this agreement shall be held to debar the employees parties 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.

#### *Disputes*

16. 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.

#### *Under-rate Workers*

17. (a) Any worker who considers himself incapable of earning a minimum wage fixed by the 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.

#### *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 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.)

#### *Scope of Agreement*

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

*Term of Agreement*

20. This agreement, made the said 20th day of July, 1945, shall operate as from the 1st day of April, 1945, and shall continue in force until the 31st day of March, 1947.

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 20th day of July, 1945, in the presence of—

[L.S.]

H. W. HICKMAN, President.

F. T. BALL, Secretary.

New Zealand Loan and Mercantile Agency Co., Ltd.—

Per C. J. WILSON.

Wright, Stephenson, and Co., Ltd.—

W. M. SHAND.

H. Matson and Co.—

ALLAN L. MATSON.

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

WALTER C. BRYDON.

Dalgety and Co., Ltd.—

A. BRAAE, Sub-Manager.

Pyne, Gould, Guinness, Ltd.—

C. S. HAMMOND, Manager.

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

A. SHIRTCLIFF, General Manager.