

**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, Limited, Wellington.

The Mutual Life and Citizens' Assurance Company, Limited, Wellington.

The Provident Life Assurance Company, Limited, Dunedin.

THE undersigned Deputy Judge of the Court of Arbitration, acting in pursuance of an order of delegation of the said Court of Arbitration, having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, 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 doth also 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 doth also further order that this award shall take effect as hereinafter provided and shall continue in force until the 28th day of February, 1951, 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 undersigned Deputy Judge of the Court hath hereunto set his hand this 16th day of September, 1949.

[L.S.]

D. J. DALGLISH,

Deputy Judge of the Court of Arbitration,
acting in pursuance of an order of delegation of the
Court of Arbitration.

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/or 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 ordinary hours of work for workers under this award shall not exceed forty per week. The worker shall perform all duties at times to suit himself consistent with the proper conduct thereof.

Rate of Remuneration

4. (a) The minimum rate of remuneration to be paid to workers covered by this award shall be £6 7s. 6d. per week from the 15th day of March, 1949, to the 31st day of May, 1949, both days inclusive, and shall be £6 15s. per week on and from the 1st day of June, 1949.

(b) Nothing in this award shall be construed to permit the reduction of the minimum remuneration below that provided in this clause; but deductions may be made from the minimum rate of remuneration in respect of any time lost by the worker through sickness, accident, or his own default, except as provided in clause 9 relating to sick leave.

Expense Allowances

5. (a) A worker who in the service of his employer uses and maintains his own conveyance or who uses a public conveyance on the business of his employer shall be paid an allowance of not less than 5s. per week. If a worker is required by his employer to use on the business of the employer a motor-vehicle owned and maintained by the worker, the worker shall be paid an allowance of not less than £1 15s. per week.

(b) If and when a worker is required by his employer to rewrite a collecting-book, a payment of £6 shall be made to the worker when the collecting-book has been rewritten to the satisfaction of the employer. 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 normal duties, payment for which is covered by other remuneration.

Holidays

6. (a) The following statutory holidays shall be observed and no deduction made therefor from the minimum rate of remuneration provided for in clause 4 (a): 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.

(b) For the purposes of calculating the amount of additional earnings which shall be credited to the additional earnings account in accordance with clause 8, the amount deemed to be payable to the worker under clause 4 in respect of any

week in which a statutory holiday is observed shall be the minimum rate of remuneration prescribed by clause 4 reduced by a fifth part thereof for each statutory holiday observed in that week.

Annual Holiday

7. (a) Every worker shall receive two weeks' annual holiday at the rate of remuneration provided in clause 4 of this award and which shall be taken in conjunction with the Christmas and New Year holidays, and, further, shall not commence later than the 23rd December in each year.

(b) Any payment made in connection with this clause shall not be debited to the earnings account as provided in clause 8.

Additional Earnings Account

8. (a) The employer shall keep in respect of each worker an account of additional earnings that may accrue to the worker pursuant to his contract or agreement with his employer, to which account shall be credited all earnings during each successive accounting period in excess of the amount payable to the worker under clause 4 of this award, but excluding amounts paid to the worker during such period pursuant to clause 5 of this award. The duration of each accounting period shall not exceed five weeks. There shall be debited to the account:—

(i) All amounts paid to the worker during such period except amounts paid to the worker pursuant to clauses 4, 5 and 6 of the award.

(ii) The contributions to Guarantee Fund as provided in clause 10 of this award.

(iii) Any debit balance from the previous accounting period in the additional earnings account.

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

Sick Leave

9. Sick leave up to seven days per annum shall be granted on full pay, provided medical evidence of incapacity (if required) is produced to the employer.

Guarantee Fund

10. (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 subclauses (a) and (e) of this clause.

(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 additional earnings account referred to in clause 8 of this award.

Termination of Engagement

11. 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 the Union

12. (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 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 the minimum rate of wages prescribed by this award for workers of the age of twenty-one 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

13. The general secretary of the union, or its 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

14. 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. Should either party fail to appoint representatives to the disputes committee, either party may refer the matter in dispute to the Conciliation Commissioner, who may either decide the matter or refer the matter to the Court. 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.

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 it relates to wages, shall be deemed to have come into force on the 15th day of March, 1949, and so far as all the other conditions 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 28th day of February, 1951.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed and the under-mentioned Deputy Judge of the Court of Arbitration hath hereunto set his hand this 16th day of September, 1949.

[L.S.]

D. J. DALGLISH,

Deputy Judge of the Court of Arbitration,
acting in pursuance of an order of delegation of the
Court of Arbitration.

MEMORANDUM

The matters referred to and settled by the Court related to wages, expense allowances, statutory holidays, annual holidays, additional earnings account, sick leave, disputes clause, and term of award, and an application by the union for a clause prohibiting variation of the terms of agency agreements.

In compliance with the direction of the Legislature contained in section 89 (8) of the Industrial Conciliation and Arbitration Act, 1925, as enacted by section 21 of the Statutes Amendment Act, 1948, the provisions relating to wages have been made to take effect from 15th March, 1949. In view of this, an application by the union pursuant to Regulation 39A of the Economic Stabilization Emergency Regulations 1942 for an amendment of the rate of remuneration payable under the former award as from 1st June, 1949, has been struck out.

• D. J. DALGLISH, Deputy Judge.

**NEW ZEALAND LIFE ASSURANCE AGENTS, CANVASSERS,
AND COLLECTORS—AMENDMENT OF AWARD**

In the Court of Arbitration of New Zealand.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of the New Zealand Life Assurance Agents, Canvassers, and Collectors' Award, dated the 16th day of September, 1949.

WHEREAS on the 16th day of September, 1949, a Deputy Judge of the Court of Arbitration, acting in pursuance of a delegation under section 4 of the Industrial Conciliation and Arbitration Amendment Act, 1947, made an award for Life Assurance Agents, Canvassers, and Collectors: And whereas persons directly affected by the said award have appealed therefrom to the Court of Arbitration: And whereas the Court has heard such persons by their duly appointed representatives: Now therefore, the Court doth hereby order and award as follows:—

1. That the award of the Deputy Judge shall be varied in the manner following:—

(1) By deleting subclause (a) of clause 5 (Expense Allowances) and substituting therefor the following subclause:—

“(a) A worker who on any one day in the service of his employer uses and maintains his own conveyance or who on any one day uses a public conveyance on the business of his employer shall be paid an allowance of not less than 1s. in respect of each such day. If a worker is required by his employer to use on the business of the employer a motor-vehicle owned and maintained by the worker, the worker shall be paid an allowance of not less than £1 15s. per week.”

(2) By adding to clause 9 (Sick Leave) the following paragraph :—

“ For the purposes of this clause the yearly period shall be calculated from the date of the commencement of the worker's employment, or from the anniversary of that date, and the term ‘ days ’ shall be deemed not to include Saturdays or Sundays.”

(3) By deleting clause 14 and substituting therefor the following clause :—

“ Disputes

“ 14. 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. Should either party fail to appoint representatives to the disputes committee, the other party may refer the matter in dispute to the Conciliation Commissioner, who may either decide the matter or refer the matter to the Court. Either side shall have the right to appeal to the Court against a decision of any such committee or against a decision of the Conciliation Commissioner 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.”

2. That this order shall operate and take effect as from the day of the date hereof.

Dated this 23rd day of December, 1949.

[L.S.]

A. TYNDALL, Judge.

DISSENTING OPINION OF MR. ALLERBY

I support the decision of the Deputy Judge in respect of the amount awarded under clause 5 (a) (Expense Allowances) as a weekly payment in preference to a daily payment as now awarded. Evidence submitted to the Court during the hearing of the appeal clearly showed that when the amount in the previous award was set on a daily basis the employers themselves converted it into a weekly computation.