

NEW ZEALAND INSURANCE WORKERS—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 General Insurance Industrial Union of Workers (hereinafter called “the union”) and the undermentioned persons, firms, and companies (hereinafter called “the employers”):—

NORTHERN INDUSTRIAL DISTRICT

Atlas Assurance Co., Ltd., Chancery Street, Auckland.
 Australasian Temperance and General Mutual Life Assurance Society, Auckland.
 Ball and Chawshaw, Peel Street, Gisborne.
 Neville Newcomb, Ltd., 4 Wyndham Street, Auckland.
 New Zealand Co-operative Dairy Co., Ltd., Hamilton.
 Robinson, Aitken, and Co., P.O. Box 171, Auckland.
 South British Insurance Co., Ltd., Shortland Street, Auckland.
 Williams and Kettle, Ltd., cnr. Customhouse Street and Childers Road, Gisborne.

TARANAKI INDUSTRIAL DISTRICT

Alliance Assurance Co., Ltd., care Duff & Wynward, New Plymouth.
 A.M.P. Society, Devon Street, New Plymouth.
 Garner, E. W., Wakefield Street, New Plymouth.
 Nolan & Co., Devon Street, New Plymouth.

WELLINGTON INDUSTRIAL DISTRICT

Australasian Temperance and General Mutual Life Assurance Society, cnr. Lambton Quay and Grey Street, Wellington.
 Bethune, J. H., & Co., 154 Featherston Street, Wellington.
 Colonial Mutual Life Assurance Society, Ltd., Customhouse Quay, Wellington.
 Council of Fire and Accident Underwriters' Associations, 97 The Terrace, Wellington.
 Dominion Life Assurance Office of New Zealand, Ltd., Featherston Street, Wellington.
 F.A.M.E. Insurance Co., Ltd., Brandon Street, Wellington.
 General Accident Fire and Life Assurance Corporation, 157 Featherston Street, Wellington.
 Johnston & Co., Ltd., Featherston Street, Wellington.
 Lumley, Edward, & Sons (N.Z.), Ltd., Brandon House, Featherston Street, Wellington.
 Southern Cross Assurance Co., Ltd., Brandon Street, Wellington.

Napier

Murray, Roberts, & Co., Ltd., Napier.
 Williams and Kettle, Ltd., Napier.

Wanganui

Duigan, C. L., & Co., 75 Ridgway Street, Wanganui.
 Sharp, North, & Co., 199 Victoria Street, Wanganui.

MARLBOROUGH INDUSTRIAL DISTRICT

South British Insurance Co., Ltd., Blenheim.

NELSON INDUSTRIAL DISTRICT

A.M.P. Society, Nelson.
 Buxton & Co., Ltd., Nelson.

WESTLAND INDUSTRIAL DISTRICT

Baillie, Neville, & Co., Werita Street, Greymouth.
 Provident Life Assurance Co., Ltd., Greymouth.

CANTERBURY INDUSTRIAL DISTRICT

British Traders Insurance Co., Ltd., 49 Cathedral Square, Christchurch.
 Colonial Mutual Life Assurance Society, Ltd., Cathedral Square, Christchurch.
 MacGibbon, Mason, & Co., Hereford Street, Christchurch.
 Pyne, Gould, Guinness, Ltd., 178 Cashel Street, Christchurch.

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT

Carr, R. B., & Co., 21 Tay Street, Invercargill.
 Dominion Life Assurance Office of New Zealand, 94 Vogel Street, Dunedin.
 General Accident, Fire, & Life Assurance Corporation, Ltd., 175 Rattray Street, Dunedin.
 Provident Life Assurance Co., Ltd., 114-116 Rattray Street, Dunedin.
 Southland Employers' Association, Invercargill.
 Tapley & Co., 49 Bond Street, Dunedin.
 Victoria Insurance Co., Ltd., care Dalgety & Co., Ltd., Invercargill.
 Yorkshire Insurance Co., Ltd., 90 Esk Street, Invercargill.

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 1st day of April, 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 Judge of the Court hath hereunto set his hand, this 7th day of September, 1949.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Industry to Which Award Applies

1. (a) This award shall apply to all members of the indoor clerical staff and inspectors who are in receipt of £615 per annum or less and who are engaged either wholly or for the greater part of their time in insurance work and/or trustee or executor duties for any insurance company or any insurance company acting as agents for any trustee and executor company or any institution or company subsidiary to any insurance company, or merged in any insurance company, and to all other such officers who are engaged either wholly or for the greater part of their time in insurance work for other companies or employers carrying on insurance business in New Zealand.

(b) Industrial superintendents supervising four or more agents shall be paid not less than £8 5s. 4d. per week by way of salary, commissions, and/or other earnings and shall be allowed an annual holiday as prescribed in this award, but shall not otherwise be bound by the provisions hereof, except that clause 14 (Workers to be Members of Union) shall apply.

(c) Messengers employed substantially as such shall not be bound by this award.

Salaries

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

(a) Males—

	£	s.	d.
First six months	76	15	0
Second six months	83	5	0
Third six months	89	15	0
Fourth six months	96	5	0
Fifth six months	102	15	0
Sixth six months	109	5	0
Fourth year	240	0	0
Fifth year	275	0	0
Sixth year	315	0	0
Seventh year	345	0	0
Eighth year	370	0	0
Ninth year	395	0	0
Tenth year	415	0	0
Eleventh year	435	0	0
Twelfth year	455	0	0
Thirteenth year	475	0	0
Fourteenth year	495	0	0
Fifteenth year	515	0	0
Sixteenth year	535	0	0
Seventeenth year	550	0	0
Eighteenth year and thereafter	565	0	0

(b) Females—

	£	s.	d.
First six months	74	5	0
Second six months	80	15	0
Third six months	87	5	0
Fourth six months	93	15	0
Fifth six months	100	5	0
Sixth six months	106	15	0
Fourth year	230	0	0
Fifth year	250	0	0
Sixth year	270	0	0
Seventh year	285	0	0
Eighth year	300	0	0
Ninth year	315	0	0
Tenth year	330	0	0
Eleventh year and thereafter ..	338	0	0

(c) For the purpose of determining the commencing salary, time worked in any clerical or shorthand-typists' capacity shall be counted as if it had been time worked in an insurance office, but where a worker of fifty-five years or

over is employed under this award without insurance experience he shall be paid not less than the salary provided herein for the tenth year, and increments shall be arranged by agreement between the union and the employer.

(NOTE.—Attention is drawn to the Minimum Wage Act, 1945, which sets out minimum rates of pay for workers twenty-one years of age and upwards.)

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 3s. meal-money unless he or she can reasonably go home for the meal in the time allowed.

(c) Nothing in this clause shall apply to fire, accident, and marine office inspectors, life office industrial superintendents, and motor claims assessors.

Existing Conditions

5. No worker shall have his or her salary reduced, nor shall any worker have his or her annual holiday reduced by reason of the coming into force of this award, so long as the worker remains in the present employment.

Sick-leave

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

Payment of Salaries

7. Salaries shall be paid fortnightly.

Termination of Employment

8. Two weeks' notice of the termination of the employment shall be given by either party.

Delegate to Union Conference

9. 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

10. (a) Every employee after twelve months' service shall be entitled to two weeks' leave of absence per annum on full pay. Every employee with ten years' service and over in an insurance office shall be entitled to three weeks' leave of absence per annum on full pay. An employee entitled to three weeks' annual leave whose service is terminated for other than wilful misconduct shall be paid a *pro rata* holiday allowance.

(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 Monday and the following day, the Anniversary Day in each province, the birthday of the reigning Sovereign, 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 agreement between the employers and the union.

Right of Entry

11. The secretary and president of the union shall be entitled 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 award 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 award.
- (c) To make any inquiries necessary for the effective operation of this award.

Conditions as to Employees

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

Disputes

13. The essence of this award 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 award, or any of them, as to any matter whatsoever arising out of or connected therewith and not 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 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

14. (a) Subject to the provisions of subsection (5) of section 18 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.

(c) Every person who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested so to do by his employer or any officer or representative of the union, commits a breach of this award, and shall be liable accordingly.

(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.)

Under-rate Workers

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

Application of Award

16. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer who, not being an original party hereto, is, when this award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial districts to which this award relates.

Scope of Award

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

Term of Award

18. This award, in so far as it relates to salaries, shall be deemed to have come into force on the 1st day of April, 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 1st day of April, 1951.

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 7th day of September, 1949.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award embodies the terms of settlement arrived at by the assessors in Conciliation Council.

Wages have been made payable retrospectively, in accordance with the agreement of the parties.

A. TYNDALL, Judge.
