

**TARANAKI STOCK AND STATION AGENTS' CLERICAL
WORKERS—INDUSTRIAL AGREEMENT**

In the Court of Arbitration of New Zealand, Taranaki Industrial District.—In the matter of the Economic Stabilization Emergency Regulations 1942 ; and in the matter of the industrial agreement, made on the 1st day of September, 1949, between the Taranaki Stock and Station Agents' Clerical Workers' Industrial Union of Workers and Newton King, Limited, 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 1st day of September, 1949, between the Taranaki Stock and Station Agents' Clerical Workers' Industrial Union of Workers, of the one part, and Newton King, Limited, 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 for the purposes of the said regulations.

Dated this 6th day of October, 1949.

[L.S.]

A. TYNDALL, Judge.

TARANAKI STOCK AND STATION AGENTS' CLERICAL WORKERS—
INDUSTRIAL AGREEMENT

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments this 1st day of September, 1949, between the Taranaki Stock and Station Agents Clerical Workers' Industrial Union of Workers (hereinafter and in the schedule annexed hereto and marked "A" referred to as "the union"), of the one part, and the employers whose names appear in the schedule attached hereto marked "B" (hereinafter and in the schedule annexed hereto marked "A" 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 attached 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.

SCHEDULE "A"

Classes of Employees

1. This agreement shall apply to all employees engaged (principally) in writing, typing, or any other 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 clerical assistants employed in retail establishments, or to males who are in receipt of £500 per year or over, or to females who are in receipt of £360 per year or over.

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: Provided always that any orders of the Court made under the Rates of Wages Emergency Regulations 1940 up to and including an order made on the 12th day of April, 1949, shall not operate to increase the rates of salaries herein provided:—

				Per Annum.		
				£	s.	d.
Males—						
First year ..	..	..	..	150	0	0
Second year ..	..	..	..	169	0	0
Third year ..	..	..	..	212	0	0
Fourth year ..	..	..	..	246	17	0
Fifth year ..	..	..	..	278	8	3
Sixth year ..	..	..	..	311	0	3
Seventh year ..	..	..	..	343	7	8
Eighth year ..	..	..	..	368	14	4
Ninth year ..	..	..	..	389	14	4
Tenth year ..	..	..	..	405	9	4
Eleventh year ..	..	..	..	425	0	0
Twelfth year ..	..	..	..	450	0	0
Thereafter on merit.						
Females—						
First year ..	..	..	..	150	0	0
Second year ..	..	..	..	165	0	0
Third year ..	..	..	..	190	0	0
Fourth year ..	..	..	..	223	15	0
Fifth year ..	..	..	..	243	18	6
Sixth year ..	..	..	..	268	15	0
Seventh year ..	..	..	..	285	0	0
Eighth year ..	..	..	..	300	0	0
Ninth year ..	..	..	..	310	0	0
Thereafter on merit.						

(b) Females engaged substantially in operating ledger-posting machines shall be paid not less than 6s. per week more than the above rates. This clause shall not come into operation unless the operator has had at least twelve months' experience at this work.

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

Board Allowance to Juniors Transferred

3. (a) Junior employees living at home 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 and second year of service ..	65
During the third year 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 boarding allowance under this clause. For the purpose of this clause a "junior employee" shall be deemed to be an employee who has not completed his or her fifth year of service.

(b) "Home town" is the town from time to time agreed upon as between the employer and the employee.

Hours of Employment

4. (a) Subject to the provisions of the Shops and Office Amendment Act, 1936, and subject also to the provisions of clause 5 below (which latter shall apply to all employees covered by this industrial agreement), the ordinary hours of employment per week shall not exceed forty (40) and shall be worked between 8 a.m. and 5 p.m. Monday to Friday.

(b) 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 employer and employee.

(c) Every employer bound as a party to this industrial agreement shall keep a record of all time worked outside of the ordinary hours of work as defined in subclause (a) above and shall include every employee covered by the agreement as specified in clause 1 (a) above. Such record shall be available to the union at any reasonable time.

(d) Every employee required to do night work for two hours or more shall be paid tea-money at the rate of 2s. 6d. per night.

Overtime

5. (a) All work performed on Saturdays, Sundays, and any statutory or other holidays specified in clause 9 (a) shall be treated as overtime and paid for as such in addition to the employee's normal salary.

(b) Work performed on Saturdays shall be paid for at the rate of time-and-one-half, while work performed on any other day referred to in subclause (a) above shall be paid for at the rate of double time.

(c) For the purposes of computation of overtime rates of pay, ordinary hourly time shall be calculated by dividing the annual salary by two thousand (2,000) for any person covered by this industrial agreement.

Casual Workers

6. (a) A casual employee shall be one who is employed for an aggregate period of not more than eight 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

Males—		Per Week.		
		£	s.	d.
	Over twenty-one years of age	7	12	8
	Under twenty-one years of age	4	19	6
	Under eighteen years of age	3	2	0
Females	.. .. .	3	18	0

(d) Any employee engaged as a casual worker who is ultimately employed for an aggregate period of more than eight 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

7. 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 such person shall be paid a salary in accordance with his or her period of former clerical service, whether service in the stock and station agents' industry or elsewhere, and such person shall have his or her salary increased at the proper time in accordance with clause 2, subclause (a), as if he or she had in fact performed such years of service in the stock and station agents industry.

(c) 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 calendar year.

Payment of Salaries

8. Payment of salaries shall continue to be paid according to existing arrangements, except that payment shall not in any case be less frequent than monthly.

Termination of Employment

9. (a) In the case of permanent employees, one month's notice shall be given by either side before employment may be terminated, and the employee shall be entitled to allowance, or payment, or *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 of one month's salary and *pro rata* proportion of annual leave, except in the case 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, except in cases of misdemeanour, when the employee shall be subject to instant dismissal.

Holidays

10. (a) Every employee after twelve months' service with the same employer shall be entitled to two consecutive working-weeks' leave of absence per annum on full pay: Provided that where it is mutually arranged between employer and employee it may be divided into two periods of one working-week each. Every employee with fifteen years' service and over in the industry shall be entitled to three consecutive working-weeks' leave of absence per annum on full pay. The three working-weeks' term may be divided into periods of one and two working-weeks by mutual arrangement between employer and employee.

(b) If such leave is not given at the time it is due, and if it is mutually agreed, such leave shall accumulate for two years and then be given in one period.

(c) Unless mutually agreed to the contrary, at least fourteen days' notice shall be given by the employer to any employee going on leave, and such leave when granted shall be continuous except as provided in subclause (a) hereof.

(d) The following shall be paid holidays and shall not be considered as part of annual leave: New Year's Day (Sunday excluded), Anzac Day, Good Friday, Easter Saturday, Easter Monday, Anniversary Day, King's Birthday, Labour Day, Christmas Day, Boxing Day (Sunday excluded), and any special date declared as a public holiday by statute or local authority.

(e) In any locality where any of the above holidays are not generally observed, another holiday shall be substituted by mutual agreement between the employers and the union.

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 an 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.

Right of Entry

13. The secretary or other authorized officer of the union shall, with the consent of the employer (such consent not to be unreasonably withheld), be entitled to enter at all reasonable times the office or premises of any employer bound by this agreement, but not so as to impede the work of the office, for all or any of the following purposes:—

- (a) To inspect time and wages book of the employer.
- (b) To interview any worker in connection with the operation of the agreement.
- (c) To make any inquiries necessary for the effective operation of this agreement.

Conditions as to Employees

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

Travelling-expenses

15. An employee on transfer will be reimbursed reasonable expenses for removal of furniture and effects, also actual reasonable expenses whilst in transit, and, in cases where clause 3 does not apply, terminal expenses for board where necessary (not exceeding—married men, fourteen days; single men, seven days). Employees on relieving or temporary duty will be allowed reasonable travelling and board expenses.

General

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

17. 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

18. (a) Any employee who considers himself incapable of earning the minimum salary fixed by this agreement may be paid such lower salary as may from time to time be fixed, on the application of the employee after due notice to the secretary of the union, by the management committee of the union and the employer or such other person as the management committee and the employer may from time to time appoint for this purpose and such person in so fixing such salary shall have regard to the employee's capabilities, his past earnings, and such other circumstances as such management committee or such other person shall think fit to consider after hearing such evidence and argument as the employee shall offer. In the event of the management committee and the employer being unable to agree, they shall appoint some other person to act as umpire in regard to the decision.

(b) Such permit shall be for such period, not exceeding six months, as the person or persons fixing such salary shall determine and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such employee by the secretary of the union requiring him to have his salary again fixed in manner prescribed by this clause: Provided that in the case of any person whose salary is so fixed by reason of old age or permanent disability it may be fixed for such longer period as the parties shall think fit and shall agree upon.

(c) It shall be the duty of the union to keep a record of every agreement made with an employee pursuant hereto.

(d) It shall be the duty of the employer, before employing any employee at such lower salary, to examine the permit or agreement by which such salary is fixed.

Workers to be Members of Union

19. 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 person who is not for the time being a member of the 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.

(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

20. This agreement shall operate throughout the Taranaki Industrial District.

Term of Agreement

21. This agreement shall be deemed to have come into force as from the 1st day of April, 1949, and shall continue in force for a period of twelve months from the day and year first above written.

SCHEDULE " B "

Name of Employers

Newton King Limited	.. ..	Head Office, New Plymouth New Zealand
The Farmers' Co-operative Organisation Society of New Zealand Limited		Head Office, Hawera New Zealand
Levin and Company Limited	..	Head Office, Wellington New Zealand

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

The common seal of the Taranaki Stock and Station Agents' Clerical Workers' Industrial Union of Workers was hereunto affixed pursuant to a resolution of the committee in the presence of—

[L.S.]

L. EDDLESTON, President.
G. P. ADAM, Secretary.

The common seal of Newton King Limited was hereunto affixed pursuant to a resolution of the directors in the presence of—

[L.S.]

E. W. KING, Director.
N. O. STEWART (?), Director.
J. C. M. SUNLEY, Secretary.

The common seal of The Farmers' Co-operative Organization Society of New Zealand Limited was hereunto affixed pursuant to a resolution of the directors in the presence of—

[L.S.]

C. R. HONEYFIELD, Director.
M. O. WILLIAMS, Director.
G. TROTTER, Secretary.

The common seal of Levin and Company Limited was hereunto affixed pursuant to a resolution of the directors in the presence of—

[L.S.]

J. W. G. DUNCAN, Director.
W. R. DAY, Director.
A. DUNCAN, Secretary.