

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

*[Filed in the Office of the Clerk of Awards, Auckland]*

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 Australian Mutual Provident Society, Customhouse Quay, Wellington.

The Australasian Temperance and General Mutual Life Assurance Society Limited, Lambton Quay and Grey Street, Wellington.

The Colonial Mutual Life Assurance Society Limited, Customhouse Quay, Wellington.

The Mutual Life and Citizens' Assurance Co. Limited, Lambton Quay and Hunter Street, Wellington.

The Provident Life Assurance Company, 114 Lower Rattray Street, Dunedin.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), 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 the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provision 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 5th day of September 1955, 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 5th day of March 1954.

[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 person, firm, company, society, association, or corporation, carrying on industrial life assurance business.

(b) "Worker" means a person deemed to be a worker by virtue of the provisions of section 34 of the Statutes Amendment Act 1944.

(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 £9 per week.

(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.

#### *Increase in Rates of Remuneration*

5. The rates of remuneration determined by this award shall be increased to the extent and in the manner prescribed by the general order of the Court made under the Economic Stabilization Regulations 1953, and dated the 19th day of November 1953.

(EXPLANATORY NOTE.—The general order of the 19th November 1953 increased rates of remuneration determined by awards and industrial agreements by an amount equal to 10 per cent thereof, but excluded from the scope of the increase—

- (1) Such portion of the remuneration of each worker in each week as exceeded the amount of £12 in the case of adult male workers, the amount of £9 in the case of adult female workers, and the amount of £7 in the case of male and female workers under the age of 21 years; and
- (2) All allowances in respect of tools, bicycles, motor vehicles, protective or special clothing, or special footwear.

The term "remuneration" means salary or wages; and includes time and piece wages and overtime and bonus and other special payments; and also includes allowances, fees, commissions, and any other emolument, whether in one sum or several sums; and also includes travelling expenses.)

#### *Expense Allowances*

6. (a) A worker who on any day in the service of his employer necessarily uses and maintains his own conveyance (other than a motor vehicle) or who on any day necessarily uses a public conveyance on the business of his employer shall be paid an allowance of not less than 1s. 6d. for each such day on which the conveyance is so used. 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 £2 5s. per week.

(b) If and when a worker is required by his employer to rewrite a collecting-book, a payment of £6 18s. shall be made to the worker when the collecting-book has been rewritten to the satisfaction of the employer. Further when a worker is required by his employer to reconcile old collecting-books with rewritten collecting-books and does so to the satisfaction of the employer on the forms provided by the employer, he shall be paid an additional sum of £1 14s. 6d. These payments 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*

7. 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.

*Annual Holiday*

8. (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.

A worker with ten years' continuous service and over with the same employer shall be granted one week extra annual holiday.

(b) Any payment made in connection with this clause shall not be debited against the earnings of the worker under his agency agreement.

*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.

For the purposes of this clause the yearly period shall be calculated from the date of 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.

*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  $3\frac{1}{2}$  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.

### *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 Union*

12. (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 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 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.)

### *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, 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.

*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 relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the 1st day of January 1954, and so far as all other provisions of the award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 5th day of September 1955.

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 5th day of March 1954.

[L.S.]

A. TYNDALL, Judge.

## MEMORANDUM

The matters referred to and settled by the Court related to rates of remuneration, expense allowances, holidays, annual holiday, claim for the inclusion of provisions to regulate the payment of commission over and above the minimum prescribed rate of wages, sick leave, interest rate on credit in worker's guarantee fund, claim for inclusion of provision restricting variation of agency agreements, and operative date of provisions relating to wages.

Mr. Allerby is not in agreement and his dissenting opinion follows.

A. TYNDALL, Judge.

## DISSENTING OPINION OF MR ALLERBY

I dissent from the decision of the majority of the Court in this award. In my opinion an Additional Earnings Account clause, similar to that in the 1949 award, should have been incorporated in this award for the very good reason that the employee is at the mercy of the employer for any additional amount he may earn over his minimum award wage for the whole period of his service. New business is an essential part of his contract of employment, and any amount he may earn in this direction should be at least protected by a periodical balance and payment in preference to the possibility of a debit balance being carried forward perpetually, especially when he or his successor has to carry the responsibility of the premium payments on a new policy written for a period of three years.