

NEW ZEALAND (EXCEPT WESTLAND) STOCK AND STATION AGENTS'  
CLERICAL 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, Canterbury, and Otago and Southland Industrial Districts—  
In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the New Zealand Stock and Station Agents' Clerical Workers Industrial Association of Workers (hereinafter called "the union") and the under-mentioned persons, firms, and companies (hereinafter called "the employers"):

NORTHERN INDUSTRIAL DISTRICT

- Common, Shelton, and Co. Ltd., Gisborne.
- Dalgety and Co. Ltd., Auckland.
- Farmers Co-op. Auctioneering Co. Ltd., Hamilton.
- Newton King Ltd., Hamilton.
- North Auckland Farmers Co-op. Ltd., Whangarei.
- Wright, Stephenson, and Co. Ltd., Auckland.

## TARANAKI INDUSTRIAL DISTRICT

Farmers Co-op. Organising Society of N.Z. Ltd., Hawera.  
 Levin and Co. Ltd., Hawera.  
 Newton King Ltd., New Plymouth.

## WELLINGTON INDUSTRIAL DISTRICT

Dalgety and Co. Ltd., Wellington.  
 De Pelichet, McLeod, and Co. Ltd., Hastings.  
 Levin and Co. Ltd., Wellington.  
 Murray Roberts and Co. Ltd., Wellington.  
 N.Z. Loan and Mercantile Agency Co. Ltd., Wellington.  
 The Farmers Co-op. Organising Society of N.Z. Ltd., Wanganui.  
 The Hawke's Bay Farmers Co-op. Association Ltd., Napier.

## MARLBOROUGH INDUSTRIAL DISTRICT

Clouston, W. E., and Co. Ltd., Blenheim.  
 Dalgety and Co. Ltd., Blenheim.  
 Levin and Co. Ltd., Blenheim.  
 N.Z. Loan and Mercantile Agency Co. Ltd., Blenheim.  
 Wright Stephenson and Co. Ltd., Blenheim.

## NELSON INDUSTRIAL DISTRICT

Dalgety and Co. Ltd., Nelson.  
 Levin and Co. Ltd., Nelson.  
 N.Z. Loan and Mercantile Agency Co. Ltd., Nelson.

## CANTERBURY INDUSTRIAL DISTRICT

Canterbury Farmers Co-op. Association Ltd., Timaru.  
 Matson, H., and Co., Christchurch.  
 Pyne, Gould, Guinness Ltd., Christchurch.

## OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT

Ireland and Co. Ltd., Oamaru.  
 National Mortgage and Agency Co. of N.Z. Ltd., Dunedin.  
 Otago Farmers Co-op. Association of N.Z. Ltd., Dunedin.  
 Reid, Donald, and Co. Ltd., Dunedin.  
 Southland Farmers Co-op. Association Ltd., Invercargill.  
 Watson, J. E., and Co. Ltd., 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 130 of the Industrial Conciliation and Arbitration Act 1954, 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 on the day of the date hereof and shall continue in force until the 1st day of August 1964 and thereafter as provided by section 152 of the Industrial Conciliation and Arbitration Act 1954.

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 1st day of August 1962.

[L.S.]

K. G. ARCHER, Judge.

## SCHEDULE

*Classes of Employees*

1. This award shall apply to all employees engaged substantially in writing, typing, or any form of clerical work in any office or warehouse of any employer bound as a party to this award. It shall not apply to an employee in receipt of a salary exceeding £75 per annum in excess of the maximum salary scale under subclause (a) of clause 2 hereof apart from overtime and bonuses, but varied to the extent and in the manner prescribed by any general order of the Court of Arbitration, or to persons who are substantially employed as messengers or to any clerical worker who is validly covered by any other award.

*Salaries and Allowances*

2. (a) The following shall be the minimum rates of salaries which shall be paid by the employers to the employees of the clerical staff employed by them respectively:

*Males—*

							Per Annum £
First year	..	..	..	..	..	..	345
Second year	..	..	..	..	..	..	383
Third year	..	..	..	..	..	..	425
Fourth year	..	..	..	..	..	..	489
Fifth year	..	..	..	..	..	..	537
Sixth year	..	..	..	..	..	..	596
Seventh year	..	..	..	..	..	..	644
Eighth year	..	..	..	..	..	..	692
Ninth year	..	..	..	..	..	..	729
Tenth year	..	..	..	..	..	..	761
Eleventh year	..	..	..	..	..	..	793
Twelfth year	..	..	..	..	..	..	825
Thirteenth year	..	..	..	..	..	..	852
Fourteenth year	..	..	..	..	..	..	879
Fifteenth year	..	..	..	..	..	..	900
Sixteenth year	..	..	..	..	..	..	915
Thereafter on merit.							

*Females—*

First year	..	..	..	..	..	..	335
Second year	..	..	..	..	..	..	363
Third year	..	..	..	..	..	..	397
Fourth year	..	..	..	..	..	..	447
Fifth year	..	..	..	..	..	..	480
Sixth year	..	..	..	..	..	..	509
Seventh year	..	..	..	..	..	..	531
Eighth year	..	..	..	..	..	..	548
Ninth year	..	..	..	..	..	..	570
Tenth year	..	..	..	..	..	..	602
Thereafter on merit.							

(NOTE—Attention is drawn to the provisions of the Minimum Wage Act 1945.)

(b) No employee who is in receipt of a salary in excess of that provided by the foregoing scale shall have his or her salary reduced while continuing in his or her present position of employment.

(c) Females engaged substantially in operating ledger-posting machines shall be paid not less than 10s. per week more than the above rates.

(d) No deduction shall be made from salary save for time lost through the employee's sickness, accident, or default or for absence from any cause over which the employer has no control.

(e) *Part-time Workers*—(i) Where the employer does not regularly require the services of the worker for the full period of 40 hours per week, he shall pay such worker *pro rata* the appropriate scale salary plus 10 per cent.

(ii) Where a worker is unable to accept full-time employment the employer shall pay *pro rata* the appropriate scale salary.

(iii) These provisions shall not be used for the purpose of reducing the hours of work or the earnings of any worker or displacing full-time workers.

#### *Increase in Rates of Remuneration*

3. 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 Stabilisation Regulations 1953 and dated the 4th day of July 1962.

(EXPLANATORY NOTE—The general order of 4 July 1962, which took effect on 26 July 1962, increased rates of remuneration determined by awards and industrial agreements by an amount equal to 2½ per cent thereof, but excluded from the scope of the increase all allowances in respect of tools, bicycles, motor vehicles, protective or special clothing, or special footwear.

For the purposes of the general order the term "remuneration" in relation to rates determined by awards and industrial agreements is defined by the regulations as meaning 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.)

#### *Payment of Wages*

4. Unless otherwise agreed between the employer and the worker, payment of wages shall be made every alternate week and not later than Thursday in the pay week.

#### *Board Allowance to Juniors Transferred*

5. (a) Junior employees 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 wages as provided by scale, as follows:

	£
During the first or second year of service.. ..	112
During the third year of service .. ..	75
During the fourth year of service .. ..	56
During the fifth year of service .. ..	38

No employee who is in receipt of a wage equal to or in excess of that prescribed for the time being or from time to time under the Minimum Wage Act 1945 shall be entitled to receive a boarding allowance under this clause.

For the purpose of this clause a "junior employee" shall be deemed to be any employee who has not attained his or her twenty-first birthday.

(b) "Home town" is the town from time to time agreed upon as such between the employer and the employee subject to the approval of the junior's guardian.

*Hours of Employment*

6. (a) (i) The ordinary hours of work shall not exceed eight per day to be worked between the hours of 8 a.m. and 5.30 p.m. on five days of the week, Monday to Friday, both days inclusive.

(ii) Attendance, if any, by stock clerks at saleyards outside of the hours prescribed in paragraph (i) of this subclause shall not be regarded as part of, or being connected with, their employment as office assistants, but for such attendance prior to 7.30 a.m., or after 7 p.m., they shall be paid at time and a half rates.

(b) By agreement with the employer an employee may be allowed time off; such time shall be made up as mutually arranged between the employer and employee.

(c) Every employer bound as a party to this award shall keep a record of all time worked outside of the ordinary hours of work as defined in subclause (a) of this clause and shall include the name of every employee covered by this award as defined in clause 1 hereof. Such record shall be made available to the representative of the union at any reasonable time. No overtime shall be worked without the prior specific instructions of the employer.

*Meal Money*

7. Where workers are ordered back to work overtime a meal allowance of 5s. shall be paid unless such worker can reasonably get home.

*Overtime*

8. (a) All work performed outside or in excess of the hours stated in subclause (a) of clause 6 shall count as overtime and shall be paid for at the rate of time and a half for the first three hours on any day and at double time thereafter.

(b) Any time worked before 8 a.m. and after 5.30 p.m. on the days Monday to Friday inclusive and before 12 noon on Saturday shall be paid for in accordance with subclause (a) of this clause.

(c) Double time shall be paid for all time worked after 12 noon on Saturdays and all time worked on Sundays.

(d) For the purpose of computation of overtime rates of pay, ordinary hourly time shall be calculated by dividing the annual salary by 2,000 for any person covered by this award.

*Holidays*

9. (a) The following holidays shall be observed for permanent workers without deduction from pay: New Year's Day, Anzac Day, Good Friday, Easter Monday, Labour Day, the birthday of the reigning Sovereign, Anniversary Day or a day in lieu thereof, Christmas Day, and Boxing Day.

(b) The conditions of the Public Holidays Act 1955 dealing with the transfer of holidays which fall on a Saturday or a Sunday shall apply to all permanent workers covered by this award.

(c) Annual holidays shall be allowed in accordance with the Annual Holidays Act 1944, provided, however, that after 10 years' continuous service with the same employer the period of annual leave shall be three weeks which may be divided into two periods. Where it is customary for any employer to allow annual holidays to his workers or to any class of his workers during a period in each year when his premises are closed or the work of those workers is for any reason discontinued, and at the date of the commencement of any such period any such worker has not become entitled to an annual holiday, then that worker shall not be entitled to any wages for the period but the employer shall before that date pay to that worker, in addition to all other amounts due to him, an amount equal to one twenty-fifth of his ordinary pay for the period of his employment up to that date, and for the purposes of the Annual Holidays Act the next year of his employment shall be deemed to commence on that date.

(d) Unless mutually agreed to the contrary, at least 14 days' notice shall be given by the employer to any employee going on leave.

(e) All time worked on any of the holidays specified in subclause (a) of this clause shall be paid for at double time rates in addition to the ordinary salary.

#### *Casual Workers*

10. (a) A casual worker shall be one who is employed for an aggregate period of not more than eight calendar months in any continuous period of 12 months.

(b) No employee at present employed on a permanent basis shall, by reason of this award, 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		
	£	s.	d.
Males—			
Over 21 years of age .. .. .	11	15	2
Under 21 years of age .. .. .	7	14	3
Under 18 years of age .. .. .	4	16	1
Females .. .. .	6	11	2

(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 12 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 award as if they were in fact permanent employees.

#### *Counting of Service*

11. (a) When an employer engages a worker such worker shall be paid a wage in accordance with his or her period of former clerical service served in the stock and station agents' industry, and such worker shall have his or her wages increased at the proper time in accordance with subclause (a) of clause 2 hereof, and if no period of former service in the industry the starting salary paid shall be deemed to be the indication of service and shall count as service for the purpose of the salary scale.

(b) In the event of a worker being employed on a salary above that stated as the salary for his specific years of service such worker's salary increments shall continue in the normal manner as if he had done the years of service to correspond with the rates of wages.

(c) Clerical employees transferred to other duties within the industry who subsequently resume clerical work shall have such period of employment on such other duties taken into consideration in arriving at the appropriate salary under the provisions of clause 2 hereof as though such service had been wholly performed on clerical duties.

(d) In the counting of clerical 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.

#### *Termination of Employment*

12. (a) Except where otherwise mutually agreed, in the case of permanent employees one month's notice shall be given on 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 wages, and *pro rata* proportion of annual leave, except in the case of misdemeanour when the employee shall be subject to instant dismissal. Where an employee leaves without giving the requisite notice he shall forfeit two weeks' salary.

(b) In the case of a casual employee one week's notice of termination of employment shall be given on either side. In lieu of notice by the employer payment may be made of one week's wages except in the case of misdemeanour when an employee shall be subject to instant dismissal. Where the employee leaves without giving the requisite notice he shall forfeit two days' wages.

#### *Proportion of Females to Males*

13. The proportion of female members of the union employed by an employer, except typist and machine operators, shall not exceed one to three male employees members of the union, except that where a higher proportion existed on the 21st day of March 1938 such proportion shall be allowed to continue during the currency of this award.

#### *Record of Service*

14. Each employee on leaving or being discharged from his employment shall, on request, be given within 24 hours thereafter a certificate in writing signed by the employer and stating the position held and the length of service.

#### *Right of Entry*

15. Every employer bound by this award shall permit the secretary or other authorised officer of the union of workers to enter at all reasonable times (to be mutually arranged between the employer and the union) upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

Employers shall, on the written request of the secretary of the union, provided that such request shall not be made at lesser intervals than six months, supply a list of their employees employed subject to the provisions of this award.

#### *Conditions as to Employees*

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

#### *Travelling Expenses*

17. 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 5 does not apply terminal expenses for board where necessary (not exceeding: married men, 21 days; single men, 14 days).

Employees on relieving duty or temporary duty will be allowed reasonable travelling and board and lodging expenses.

#### *Clothing and Equipment*

18. For those employees who are substantially employed as stock clerks in the stock departments and whose attendance at stock sales is regularly required, the employers shall pay an allowance of £13 per annum towards the cost of clothing and equipment.

#### *Unqualified Preference*

19. (a) Any adult person engaged or employed in any position or employment subject to this award by any employer bound by this award shall, if he is not already a member of a union of workers bound by this award, become a member of such union within 14 days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this award so long as he continues in any position or employment subject to this award.

(c) Every worker obliged under subclause (a) hereof to become a member of a union who fails to become a member, as required by that subclause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with subclause (b) hereof commits a breach of this award.

(d) Every employer bound by this award commits a breach of this award if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purposes of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this award.

(NOTE—Attention is drawn to section 174H of the Industrial Conciliation and Arbitration Act 1954, which gives to workers the right to join the union.)

#### *Under-rate Workers*

20. (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 14 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.

#### *Disputes*

21. 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 14 days after such decision has been made known to the party desirous of appealing.

*Application of Award*

22. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every 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*

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

*Term of Award*

24. This award shall come into force on the day of the date hereof and shall continue in force until the 1st day of August 1964.

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 1st day of August 1962.

[L.S.]

K. G. ARCHER, Judge.

MEMORANDUM

The award, which incorporates the terms of settlement arrived at by the parties, includes a clause designed to operate as an unqualified preference provision within the meaning of section 174 of the Industrial Conciliation and Arbitration Act 1954 (as amended by the Industrial Conciliation and Arbitration Amendment Act 1961). Section 174B directs that the Court in making any award shall insert therein an unqualified preference provision only if it is satisfied under the first alternative that such a provision has been agreed upon by all the assessors in the course of an inquiry into an industrial dispute by a Council of Conciliation. For the purposes of section 174B the Court is satisfied to accept the complete settlement arrived at by the parties and executed by or on behalf of all the assessors as proof that the unqualified preference provision has been agreed to by all the assessors, and clause 19 has therefore been incorporated in the award in the form in which it was agreed upon in the Council of Conciliation.

K. G. ARCHER, Judge.