

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 1954; 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 under-mentioned companies (hereinafter called “the employers”):

The Australian Mutual Provident Society, Customhouse Quay, Wellington.

The Australasian Temperance and General Mutual Life Assurance Society Ltd., Lambton Quay, Wellington.

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

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

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

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 as hereinafter provided and shall continue in force until the 31st day of December 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 18th day of October 1963.

[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 2 (3) of the Industrial Conciliation and Arbitration Act 1954.

(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 authorised 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 40 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 £12 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 8 relating to sick leave.

Expense Allowances

5. (a) All workers employed under this award shall be paid a clothing and footwear allowance of 3s. 6d. per week.

(b) In addition to the allowance prescribed in subclause (a) of this clause, workers who are not granted a motorcar allowance under subclause (c) of this clause shall be paid a transport allowance of 10s. per week.

(c) In addition to the allowance prescribed in subclause (a) of this clause, a worker who is allotted a debit where the use of a motorcar is reasonably necessary, and who uses his own car on the business of his employer, shall be paid an allowance at the rate of 6½d. per mile in respect of all milage travelled in connection with the business of the employer.

If the worker and employer cannot agree as to whether the use of a motorcar is reasonably necessary, or if a dispute arises as to the milage travelled in connection with the business of the employer, the difference or dispute shall be dealt with in the manner prescribed by clause 14 of this award.

(d) If and when a worker is required by his employer to rewrite a collecting book a payment of £9 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 £2 5s. 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

6. The following statutory holidays shall be observed and no deduction made therefor from the minimum rate of remuneration provided for in subclause (a) of clause 4: New Year's Day, 2 January, Anniversary Day or a day in lieu thereof, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, and Boxing Day.

Annual Holiday

7. (a) Every worker shall receive three weeks' annual holiday at the rate of remuneration provided in clause 4 of this award. Such holiday shall not commence later than 23 December in each year and shall include Christmas Day, Boxing Day, New Year's Day, and 2 January.

A worker with 10 years' continuous service and over with the same employer shall be granted three days' 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

8. Sick leave up to one week 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. Sick leave shall accumulate to the extent of four weeks.

Guarantee Fund

9. (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 £150, 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 13 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 £150 aforesaid, and the worker shall at any time, upon reasonable notice, be entitled to receive payment of the excess of any such sum over £150.

(ii) Until such time as the sum, if any, received by way of deduction or otherwise amounts to the sum of £150 aforesaid, the worker shall provide such other lawful security, not exceeding £150, 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 $4\frac{1}{2}$ 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 13 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 £150; 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 13 weeks shall be held to be affected only by business introduced by the worker and business for which he has received credit.

(f) The employer shall, on request of the worker, supply a written statement showing the state of the guarantee fund account in respect of that worker.

Earnings Account

10. (a) The employer shall keep an earnings account to which shall be credited earnings (excluding amounts paid under clauses 4 and 5 of this award) of each worker from all sources in terms of the respective agency agreements in force for the time being, during each successive accounting period (the duration of which shall not exceed five weeks), and there shall be debited to the account:

- (i) All amounts paid to the worker during such period except in respect of clauses 5, 7, and 8 of this award.
- (ii) Any debit balance from the previous accounting period.
- (iii) The contributions to the guarantee fund as provided in clause 9 of this award.

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

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.

Unqualified Preference

12. (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.)

Right to Interview

13. The national secretary of the union, or its representative duly authorised 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 14 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 shall come into force on the day of the date hereof, and shall continue in force until the 31st day of December 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 18th day of October 1963.

[L.S.]

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A. TYNDALL, Judge.

MEMORANDUM

The award incorporates the terms of settlement arrived at by the parties in the course of an inquiry held before a Council of Conciliation.

Upon being satisfied by supporting documentary evidence that an unqualified preference provision has been agreed to by all the assessors in accordance with section 174B of the Industrial Conciliation and Arbitration Act 1954 (as enacted by the Industrial Conciliation and Arbitration Amendment Act 1961), the Court has inserted clause 12 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. TYNDALL, Judge.