

26/82

IN THE PRIVY COUNCIL

No. of 19

ON APPEAL FROM THE SUPREME COURT OF NEW SOUTH WALES

COURT OF APPEAL

IN PROCEEDINGS 415 OF 1979 AND 416 OF 1979

BETWEEN:                    GENERAL ACCIDENT FIRE AND LIFE  
ASSURANCE CORPORATION LIMITED

Appellant (Plaintiff)

AND:                         THE COMMISSIONER OF PAY-ROLL TAX

Respondent (Defendant)

AND BETWEEN:         SENTRY LIFE ASSURANCE LIMITED

Appellant (Plaintiff)

AND:                         THE COMMISSIONER OF PAY-ROLL TAX

Respondent (Defendant)

---

TRANSCRIPT RECORD OF PROCEEDINGS

PART II

VOLUME III

Solicitors for the Appellant (Plaintiff)  
Dawson Waldron  
60 Martin Place,  
Sydney. N.S.W. Australia.  
Tel. 236 5365

Solicitor for the Respondent (Defendant)  
H. K. Roberts  
Crown Solicitor,  
Goodsall Building,  
8-12 Chifley Square,  
Sydney.  
Tel. 238 0555

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Appellant (Plaintiff)

AND:                THE COMMISSIONER OF PAY-ROLL TAX

Respondent (Defendant)

TRANSCRIPT RECORD OF PROCEEDINGS

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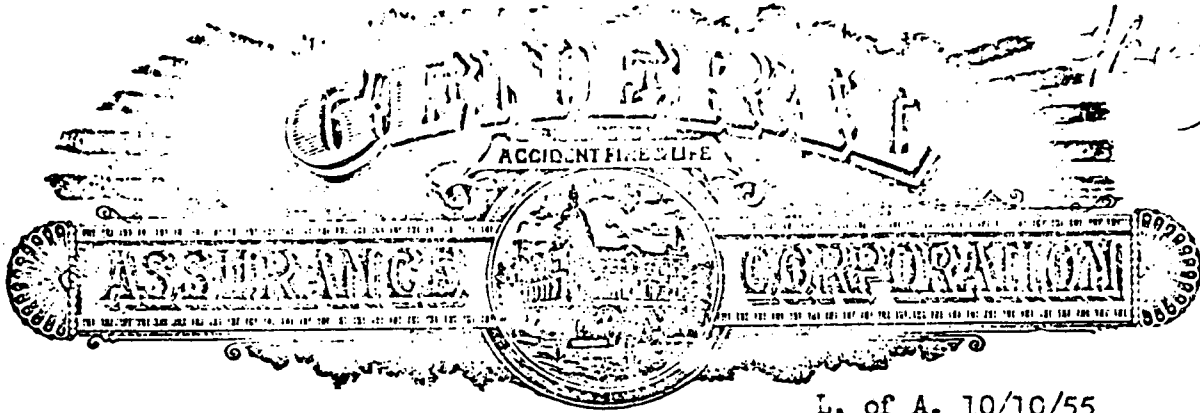
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Facts (ALD 508 of 1978)

These are the exhibits marked "GA1" to "GA23"  
inclusive referred to in the Agreed Statement  
of Facts exhibited to Peter Terence McCann  
at the time of swearing his Affidavit, before  
me:

DATED this            seventh            day of            March,            1979.

(Sgd.) G.H. Manton  
A Justice of the Peace.



L. of A. 10/10/55

APPLICATION FOR CORPORATION'S AGENCY at EASTWOOD

1. Name in full JOHN DICK

Business Address 8 Fourth Ave Eastwood and 40 Kerrow Matthews Lane Glasgow

Residence 8 Fourth Ave Eastwood 39 Martin Place Sydney

Occupation: Solicitor

2. Length of time Resident in District Five years

3. Is Applicant at present Agent for any other Insurance Co.? No

If so, (a) What is the name of the Office? —

(b) For what Departments is he Agent? —

4. Has Applicant previously held the Agency for any other Insurance Company? No

If so, for what Company? —

5. Name and Addresses of two Referees, one of which should be Applicant's Banker—

C.R. Pile 86 Reglan St Mosman

Bank of NSW - O'Connell St Sydney

SCALE OF COMMISSION.

	New and Renewals.
All Departments (except as under) .. .. .	15%
Stack and Growing Crops only against fire, Personal Accident and or Sickness—all kinds; Plate Glass .. .. .	20%
Motor Comprehensive (excluding Compulsory Act cover) .. .. .	%
Compulsory Motor Act .. .. .	Nil
Workers' Compensation .. .. .	%

It is understood that, if appointed, I shall treat all matters connected with the Corporation's interests as confidential; that all moneys collected by me on behalf of the Corporation shall be trust moneys in which I shall have no right or property; that the Corporation shall have the right of terminating the Agency at any time; and that commission shall only be payable to me on new or renewal premiums during the currency of the Agency; and provided such premiums are not transferred from my account at the request of the Insured.

Date 30th September 1955 Form 1-2/55.

Signature John Dick

Exhibit "GA1" Application for  
Agency by John Dick

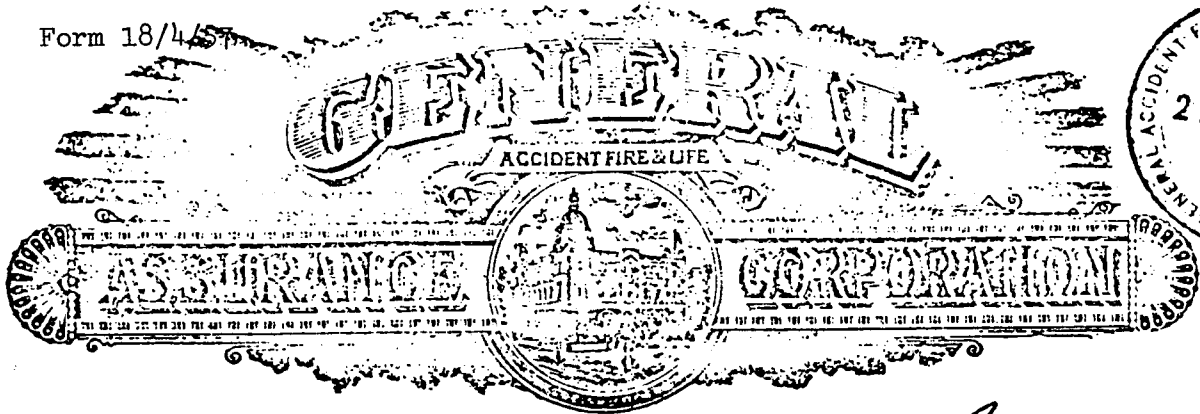
Mr Dick stated that several Legal Friends  
of his were Agents for this Company &  
recommended that he apply for an Agency  
as he handles quite a lot of business for his  
Firm & also Piggot Stinson & Co.

*J.S.*

6-10-55.

J. Jones

Form 18/4/57



APPLICATION FOR CORPORATION'S AGENCY at Sydney

1. Name in full Norman Clyde Ongley

Business Address 23 Castlereagh St Sydney

Residence 3 Hillside Crescent Epping

Occupation Chartered Accountant

2. Length of time Resident in District 32 years

3. Is Applicant at present Agent for any other Insurance Co.? Yes

If so, (a) What is the name of the Office? Prudential Reserve

(b) For what Departments is he Agent? Life & General Business

4. Has Applicant previously held the Agency for any other Insurance Company? No L. of A. 18/4/57

If so, for what Company? —

5. Name and Addresses of two Referees, one of which should be Applicant's Banker—

Australia New Zealand Bank Ltd  
111 Hunter St Sydney  
R.C. Myron 49 Bellamy St Warranville Hills NSW

SCALE OF COMMISSION.		New and Renewals.
All Departments (except as under)	.. .. .	15%
Stack and Growing Crops only against fire, Personal Accident and or Sickness—all kinds; Plate Glass	.. .. .	20%
Motor Comprehensive (excluding Compulsory Act cover)	.. .. .	%
Compulsory Motor Act	.. .. .	Nil
Workers' Compensation	.. .. .	%

It is understood that, if appointed, I shall treat all matters connected with the Corporation's interests as confidential; that all moneys collected by me on behalf of the Corporation shall be trust moneys in which I shall have no right or property; that the Corporation shall have the right of terminating the Agency at any time; and that commission shall only be payable to me on new or renewal premiums during the currency of the Agency, and provided such premiums are not transferred from my account at the request of the Insured.

Date 21-2-1957 Signature Norman Clyde Ongley





APPLICATION FOR AGENCY WITH

GENERAL ACCIDENT FIRE AND LIFE ASSURANCE CORPORATION LIMITED  
YORKSHIRE INSURANCE COMPANY LIMITED

Delete not applicable

AT New South Wales BRANCH

1. Name in full Mooney & Kennedy  
Business Address 147 Castlereagh Street, Sydney NSW 2000  
Residence.....  
Occupation Solicitors

2. Length of time Resident in District.....

3. Is Applicant at present an Agent for any other Insurance Company? YES  
If so, what is the name of the Company? Scottish Insurance Company  
Agency No. B0190

4. Has Applicant previously held the Agency for any other Insurance Company?.....  
If so, for what Company?.....

5. Name and Addresses of two Referees, one of which should be Applicant's Banker.....

R1224/11

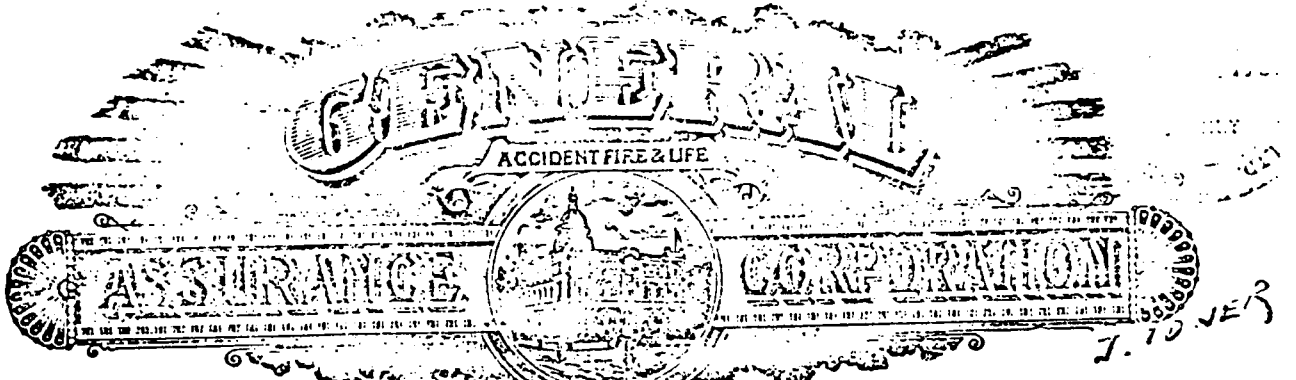
AGENCY NO/			
6	6	2	5
INSP. NO.		BRANCH	
0	2	0	1

It is understood that, if appointed, I shall treat all matters connected with the General Accident Group interests as confidential; that all moneys collected by me on behalf of The Group shall be trust moneys in which I shall have no right or property; that The Group shall have the right of terminating the Agency at any time; and that commission shall only be payable to me on new or renewal premiums during the currency of the Agency, and provided such premiums are not transferred from my account at the request of the Insured.

Date 24/11/71 19.....

Signature PRO - FORMA

CPA



APPLICATION FOR CORPORATION'S AGENCY at

1. Name in full Alan Rich & Company  
 Business Address 571 Winton Gardens - Double Bay  
 Residence ditto  
 Occupation Insurance Agents
2. Length of time Resident in District 2 years
3. Is Applicant at present Agent for any other Insurance Co.?  
 If so, (a) What is the name of the Office?  
 (b) For what Departments is he Agent?
4. Has Applicant previously held the Agency for any other Insurance Company?  
 If so, for what Company?
5. Name and Addresses of two Referees, one of which should be Applicant's Banker—

*A.M.I.S.  
M.L.C. Fire & Marine  
London & F.A.I.*

*see 3*

*see 3. L OF A 30/7/1963.*

*see 3.*

*Bank with CNER. H.O.*

*R. McKenzie of Stoddarts Limited.*

SCALE OF COMMISSION.		New and Renewals.
All Departments (except as under)	.. .. .	15%
Stack and Growing Crops only against fire, Personal Accident and or Sickness—all kinds; Plate Glass	.. .. .	20%
Motor Comprehensive (excluding Compulsory Act cover)	.. .. .	%
Compulsory Motor Act	.. .. .	Nil
Workers' Compensation	.. .. .	%

It is understood that, if appointed, I shall treat all matters connected with the Corporation's interests as confidential; that all moneys collected by me on behalf of the Corporation shall be trust moneys in which I shall have no right or property; that the Corporation shall have the right of terminating the Agency at any time; and that commission shall only be payable to me on new or renewal premiums during the currency of the Agency, and provided such premiums are not transferred from my account at the request of the Insured.

*30/7/63*

*29. 7. 1963.*

Signature Alan Rich & Company  
Alan Rich

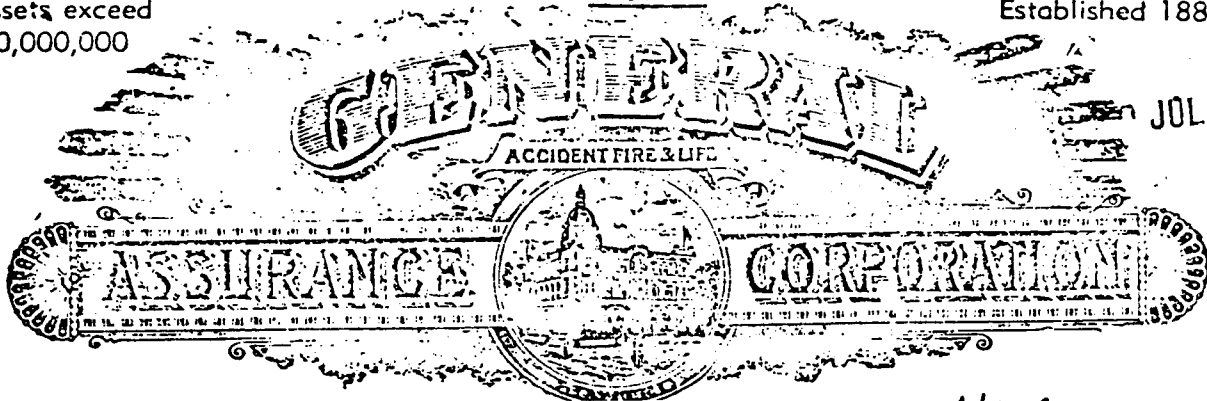
Mr. Alan Rich is a cousin of Charles Rich  
He is disappointed with a claim  
with Liberty for Marine, and is  
in a position to secure insurance  
of some yachts. Also interested  
in P. A. Palmer.

Lf. 3077/63

INSTRUCTION FORM 28.7.59

Established 1885

Assets exceed £60,000,000



JUL 35

APPLICATION FOR CORPORATION'S AGENCY at WAHROUNGA

1. Name in full Richard John BASTO

Business Address a. below

Residence 114 COONANBARRA RD WAHROUNGA N.S.W.

Occupation LIFE ASSURANCE AGENT.

2. Length of time Resident in District SIX YEARS.

3. Is Applicant at present Agent for any other Insurance Co.? YES M.L.C. + Aust. Eastern.

If so, (a) What is the name of the Office?

(b) For what Departments is he Agent? GENERAL

4. Has Applicant previously held the Agency for any other Insurance Company? NO L. OF A. 28.7.59

If so, for what Company? NO

5. Name and Addresses of two Referees, one of which should be Applicant's Banker—

N. LEVY BEACHWATER RD PYMBLE.

C.T.B. CHATSWOOD BRANCH.

SCALE OF COMMISSION.		New and Renewals.
All Departments (except as under)	.. .. .	15%
Stack and Growing Crops only against fire, Personal Accident and or Sickness—all kinds; Plate Glass	.. .. .	20%
Motor Comprehensive (excluding Compulsory Act cover)	.. .. .	10%
Compulsory Motor Act	.. .. .	Nil
Workers' Compensation	.. .. .	5%

It is understood that, if appointed, I shall treat all matters connected with the Corporation's interests as confidential; that all moneys collected by me on behalf of the Corporation shall be trust moneys in which I shall have no right or property; that the Corporation shall have the right of terminating the Agency at any time; and that commission shall only be payable to me on new or renewal premiums during the currency of the Agency, and provided such premiums are not transferred from my account at the request of the Insured.

Date 28/7/59 28/7/59 28/7/59

Signature R. Basto

Exhibit "GA5" Application for  
Agency by Richard John Basto

Mr Basto is a life insurance representative  
with the M.L.C. and was recommended to us  
by Neil Levy. He feels sure he will be able  
to place a good deal of business with us.

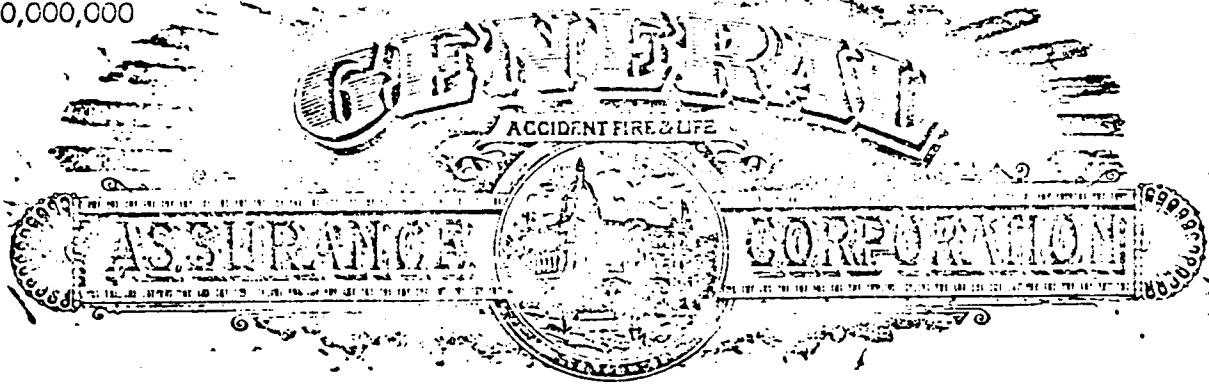
McLennan  
12/7/59

Assets exceed  
£60,000,000

Form 27/4/55

Exhibit "GA6" Application for  
Agency by Phillip John Cassidy

Established 1885



APPLICATION FOR CORPORATION'S AGENCY at TURRAMURRA.

1. Name in full PHILLIP JAMES CASSIDY.

Business Address PRUDENTIAL ASS. CO LTD 39. MARTIN PLACE SYDNEY.

Residence 216 KISSING POINT RD TURRAMURRA.

Occupation LIFE UNDERWRITER.

2. Length of time Resident in District TWO YEARS.

3. Is Applicant at present Agent for any other Insurance Co? YES - PRUDENTIAL.

If so, (a) What is the name of the Office? PRUDENTIAL ASS CO LTD

(b) For what Departments is he Agent? LIFE FIRE MARINE L. of A. 27/4/55

4. Has Applicant previously held the Agency for any other Insurance Company? only as above.

If so, for what Company?

5. Name and Addresses of two Referees, one of which should be Applicant's Banker—

J. B. Cummings Esq, Rural Bank of NSW Hurstville.

A Macdonald Esq, 18 Jubilee St Wahroonga.

SCALE OF COMMISSION.	
All Departments (except as under)	New and Renewals. 15%
Stack and Growing Crops only against fire, Personal Accident and or Sickness—all kinds; Plate Glass	20%
Motor Comprehensive (excluding Compulsory Act cover)	10%
Compulsory Motor Act	Nil
Workers' Compensation	5%

It is understood that, if appointed, I shall treat all matters connected with the Corporation's interests as confidential; that all moneys collected by me on behalf of the Corporation shall be trust moneys in which I shall have no right or property; that the Corporation shall have the right of terminating the Agency at any time; and that commission shall only be payable to me on new or renewal premiums during the currency of the Agency, and provided such premiums are not transferred from my account at the request of the insured.

Date 29. 3. 1955  
Form 1—12/51.

Signature Phillip Cassidy

Exhibit "GA6" Application for  
629. Agency by Phillip John Cassidy

*[Handwritten initials]*  
28/4/55

Mr P. J. Cassidy is a Life Underwriter for The Prudential Assoc. Co. & Co. and was introduced to me by our Agent Mr Alex Macdonald of Wabwonga.

I have personally interviewed this new Agent and he seems very keen to establish & build up a good fire & accident register. He appears to be of a most desirable type and has a good grasp of the type of business which we underwrite.

I feel that he could develop into quite a solid Agent & I therefore recommend acceptance of application.

J. Mackey.

20/4/55



RECEIVED

14 MAR 1968



APPLICATION FOR CORPORATION'S AGENCY at Kirrawee

1. Name in full BEN CHILDS

Business Address 140 OAK ROAD KIRRAWEE 2232

Residence 151 WORONORA CRESCENT COMO WEST

Occupation REAL ESTATE AGENT

2. Length of time Resident in District Ten years

3. Is Applicant at present Agent for any other Insurance Co? No

If so, what is the name of the Office? No

L. OF A. 20.3.68

4. Has Applicant previously held the Agency for any other Insurance Company? No

If so, for what Company? No

5. Name and Addresses of two Referees, one of which should be Applicant's Banker—

Commonwealth Bank Australia

J. Hicks 557 The Kingsway Maida (Accountant)

SCALE OF COMMISSION.

	New and Renewals.
All Departments (except as under)	15%
Stack and Growing Crops only against fire, Personal Accident and or Sickness—all kinds;	15%
Motor Comprehensive (excluding Compulsory Act cover)	20%
Compulsory Motor Act	10%
Workers' Compensation	Nil
	5%

It is understood that, if appointed, I shall treat all matters connected with the Corporation's interests as confidential; that all moneys collected by me on behalf of the Corporation shall be trust moneys in which I shall have no right or property; that the Corporation shall have the right of terminating the Agency at any time; and that commission shall only be payable to me on new or renewal premiums during the currency of the Agency, and provided such premiums are not transferred from my account at the request of the Insured.

Date 6-3-1968

Signature Ben Childs

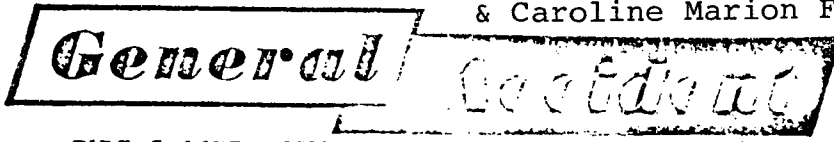


Exhibit "GA7" Application for  
Agency by Ben Childs

I WOULD LIKE THIS AGENCY APPLICATION ACCEPTED.  
AS PARTNERSHIP OF GOOLEY & CHILD NOW DISSOLVED.  
AND MR CHILDS IN BUSINESS ON HIS OWN.

I suggest this may take the old agency  
contracting.  
recommended.  
J.P.

*[Signature]*  
Edward J. Pitt



FIRE & LIFE ASSURANCE CORPORATION LIMITED  
(INC. IN SCOTLAND)

ESTABLISHED 1885

APPLICATION FOR CORPORATION'S AGENCY at SOUTH GRAFTON

1. Name in full LORRIE RAYMOND FRIAR + CAROLINE MARION FRIAR

Business Address 43 RIDGE ST. SOUTH GRAFTON

Residence DITTO

Occupation Semi Retired

2. Length of time Resident in District 54 years

3. Is Applicant at present an Agent for any other Insurance Co.? Yes

If so, what is the name of the Company? Sydney Mutual Insurance Company Limited

4. Has Applicant previously held the Agency for any other Insurance Company? No

If so, for what Company? —

5. Name and Addresses of two Referees, one of which should be Applicant's Banker—

Bank of New South Wales - SOUTH GRAFTON

F. I. ROBINSON - 169 PRINCE ST. GRAFTON

SCALE OF COMMISSION.

	New and Renewals.
All Departments (except as under) .. .. .	15%
Motor Comprehensive (excluding Compulsory Act cover) .. .. .	<del>10%</del> 15%
Compulsory Motor Act .. .. .	Nil
Workers' Compensation .. .. .	5%

It is understood that, if appointed, I shall treat all matters connected with the Corporation's interests as confidential; that all moneys collected by me on behalf of the Corporation shall be trust moneys in which I shall have no right or property; that the Corporation shall have the right of terminating the Agency at any time; and that commission shall only be payable to me on new or renewal premiums during the currency of the Agency, and provided such premiums are not transferred from my account at the request of the Insured.

Date 28-4-1969  
FORM 1-7/57

Signature [Signature]

RECEIVED  
14/11/67

**General**  
**Non-Admitted**

INSPECTOR'S NAME Stiller  
BRANCH Chichester  
RECOMMENDED LIFE AGENT

**FIRE & LIFE ASSURANCE CORPORATION LIMITED**  
(INC. IN SCOTLAND)  
ESTABLISHED 1885

APPLICATION FOR CORPORATION'S AGENCY at Cherbury Junction

1. Name in full Percy Woods & Co. Pty. Ltd.  
Business Address 91 Spofforth Street, Cherbury 2090  
Residence N/A.  
Occupation Real Estate Agents.
2. Length of time Resident in District 65 years
3. Is Applicant at present Agent for any other Insurance Co? Yes.  
If so, what is the name of the Office? Atlas Assurance Co.

L. OF A. 15.11.67

4. Has Applicant previously held the Agency for any other Insurance Company? Previous agency with Corporation tested in M.J.K. Agency now closed.  
If so, for what Company? as above.

5. Name and Addresses of two Referees, one of which should be Applicant's Banker—

Bank of New South Wales - Cherbury  
J. G. McIntyre, Cherbury 307 Military Rd Cherbury

SCALE OF COMMISSION.

	New and Renewals.
All Departments (except as under) .. .. .	15%
Motor Comprehensive (excluding Compulsory Act cover) .. .. .	10%
Compulsory Motor Act .. .. .	Nil
Workers' Compensation .. .. .	5%

It is understood that, if appointed, I shall treat all matters connected with the Corporation's interests as confidential; that all moneys collected by me on behalf of the Corporation shall be trust moneys in which I shall have no right or property; that the Corporation shall have the right of terminating the Agency at any time; and that commission shall only be payable to me on new or renewal premiums during the currency of the Agency, and provided such premiums are not transferred from my account at the request of the Insured.

Date 9/11/67 19.....  
FORM 1-11/66.

Signature M. Mackley Director

Percy Woods & Co Pty Ltd have requested the transfer of the agency of the late Mr. J.K. Gaussey. The late Mr. Gaussey was the Managing Director & principal of the firm & members of his family will continue to hold a Directorial interest. It is felt by the present Directors that this agency should have initially vested in Percy Woods & Co P/L. as any commissions formerly paid to Mr Gaussey were returned to the firm. This is an old & valued connection & under the new Directorship I feel there should be a steady growth of new business.

J. Williams  
13/11/67



RECEIVED 15 APR 1969 B

INSPECTOR - SYDNEY



Long only Eastern Subs.

APPLICATION FOR CORPORATION'S AGENCY at Sydney NSW

1. Name in full Brian C. Brown
Business Address 105 Kippax Street
Residence Flat 1 51 George St Randwick 2031
Occupation Life Assurance Representative

2. Length of time Resident in District

3. Is Applicant at present Agent for any other Insurance Co? Y. G. L.

If so, what is the name of the Office?
L. OF A. 17.6.69

4. Has Applicant previously held the Agency for any other Insurance Company? C. G. A.

If so, for what Company?

5. Name and Addresses of two Referees, one of which should be Applicant's Banker—

T. A. LAUGHLIN Manager for NSW Y. G. L. (211-1411)
Nat. Bank of Aust. Martin Place Sydney

SCALE OF COMMISSION

Table with 2 columns: Description of services and Commission percentage. Includes rows for 'All Departments (except as under)', 'Stack and Growing Crops', 'Motor Comprehensive', 'Compulsory Motor Act', and 'Workers' Compensation'. Commission rates range from 15% to Nil.

It is understood that, if appointed, I shall treat all matters connected with the Corporation's interests as confidential; that all moneys collected by me on behalf of the Corporation shall be trust moneys in which I shall have no right or property; that the Corporation shall have the right of terminating the Agency at any time; and that commission shall only be payable to me on new or renewal premiums during the currency of the Agency, and provided such premiums are not transferred from my account at the request of the Insured.

Date 11 April 1969

Signature Brian C. Brown

Mr. Brown is a life Representative with  
the Yorkshire General life and has completed  
the usual 3 months probationary period.  
We have a P.A. proposal which  
is in the process of being issued.

Please appoint Mr Brown  
through our Eastern Leicesters Office.

*A. Hawley*  
Inspector  
9.6.69.

NEW PHONE No: 231-2155

NEW POSTAL ADDRESS: G.P.O. BOX 4082, SYDNEY. 200

**GENERAL ACCIDENT FIRE AND LIFE ASSURANCE CORPORATION LIMITED**

*(Incorporated in Scotland)*

<b>NEW SOUTH WALES:</b> General Buildings, 10 Spring Street, Sydney. 2000.	<b>VICTORIA:</b> General Buildings, 470 Bourke Street, Melbourne. 3000.	<b>SOUTH AUSTRALIA:</b> General Buildings, 117-119 King William Street, Adelaide. 5000.	<b>WESTERN AUSTRALIA:</b> General Buildings, 189 St. George's Terrace, Perth. 6000	<b>QUEENSLAND:</b> General Buildings, 39 - 41 Creek Street, Brisbane. 4000.	<b>TASMANIA:</b> General Buildings 174 Collins Street Hobart. 7000.
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Mr B Brown,  
8 Murrumbidgee Avenue,  
SYLVANIA WATERS 2224

AGENCY APPOINTMENT

We have pleasure in confirming your appointment as Agent for the Corporation. The following rates of Commission are payable by the Branch arranging this appointment for business introduced through your Agency.

RATES OF COMMISSION

AS PER ATTACHED

Commission is only allowed on Premiums which have been paid for insurance through your Agency. Where an Insured insists that his business be transferred to another Agency, no further Commission will be paid through your Agency for these insurances. In the event of a Policy being cancelled or any form of refund being allowed during currency, the rateable proportion of the Commission previously allowed will be refunded to the Corporation.

PROPOSALS - All proposals received by you should be forwarded to your nearest State Branch or District Office without delay. No insurance will be effective until the proposal for that insurance has been accepted by the Corporation and the Premium paid.

PREMIUMS - All Premiums received are to be held in trust on behalf of the Corporation. Statements of Account will be rendered monthly, and all Premiums paid to you are to be remitted to the nearest State Branch or District Office without delay.

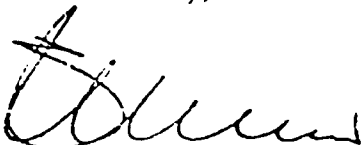
CLAIMS - On notification of a claim under a Policy issued by the Corporation, please advise details immediately to your nearest State Branch or District Office without any admission of liability to the claimant.

The Corporation reserves the right to amend the terms of this Agency and, should this Agency be terminated for any reason, Commission will cease and all insurances which have been introduced through the Agency will be retained by the Corporation.

Appointment

We trust that this Agency Agreement will be to our mutual advantage and look forward to a long and profitable association.

Yours faithfully,



GENERAL MANAGER FOR AUSTRALIA.

TMB:GH.

29th November, 1976.

Mr. B. Brown,  
8 Murrumbidgee Avenue,  
SYLVANIA WATERS. 2224.

Dear Sir,

Re: Agency Commission Terms.

We have recently undertaken a review of agency commission terms and write to advise the commission terms applicable to your Agency.

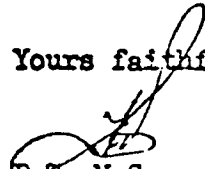
Fire, Consequential Loss & Householders	20%
Traders Combined	20%
Comprehensive Motor Car	7½%
Workers' Compensation	2½%
Marine All Business	10%
Boiler Explosion & Engineering	10%
Livestock	15%
Accident Make-Up Pay	2½%
Personal Accident	15%
All Other Classes	15%

These commission rates are the maximum terms available and under no circumstances will commission in excess of these terms be granted.

We draw your attention to our trading terms in respect of your Agency that all premiums be paid within thirty days of debit otherwise policies outstanding in excess of this period will be lapsed.

If you have any queries in relation to the abovementioned commission terms, please do not hesitate to contact the writer.

Yours faithfully,

  
P.T. McCann,

*for* Assistant Manager for New South Wales.

*c.c. Shatwood Office*





APPLICATION FOR CORPORATION'S AGENCY at BANKSTOWN

1. Name in full WILLIAM ALBERT SPONBERG

Business Address 326 KING GEORGES RD., BEVERLY HILLS

Residence 24 RENOWN AVE, PUNNET BOWL

Occupation LIFE ASSURANCE AGENT (General)

2. Length of time Resident in District 23 years

3. Is Applicant at present Agent for any other Insurance Co.? YES

If so, what is the name of the Office? GENERAL LIFE

L. OF A. 14.4.67

4. Has Applicant previously held the Agency for any other Insurance Company? No

If so, for what Company? —

5. Name and Addresses of two Referees, one of which should be Applicant's Banker—

Bank of N.S.W., Lakhamba Branch

Keith Berrington, District Manager, General Life Assurance Co.

SCALE OF COMMISSION.

	New and Renewals.
All Departments (except as under)	15%
Stock and Growing Crops only against fire, Personal Accident and or Sickness—all kinds;	20%
Motor Comprehensive (excluding Compulsory Act cover)	%
Compulsory Motor Act	Nil
Workers' Compensation	%

It is understood that, if appointed, I shall treat all matters connected with the Corporation's interests as confidential; that all moneys collected by me on behalf of the Corporation shall be trust moneys in which I shall have no right or property; that the Corporation shall have the right of terminating the Agency at any time; and that commission shall only be payable to me on new or renewal premiums during the currency of the Agency, and provided such premiums are not transferred from my account at the request of the Insured.

Date 5th Dec 1967

Signature W. A. Sponberg

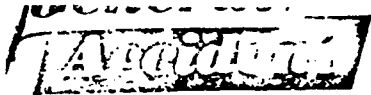
Mr Sponberg is employed at the  
Sewerly Hills branch of the General Life  
Assurance Co. & approached this office for  
an agency with the General Accident  
Corporation.

Otherwise Mr Sponberg is unknown  
to this office.

W. S. Noble  
5/14/67

I have discussed this application with  
Mr Turbridge of General Life who advises  
that Mr Sponberg ~~has~~ although only with<sup>P</sup>  
General Life a short time has  
developed into a good business producer.  
Mr Turbridge spoke highly of this  
applicant & I would recommend our  
agency be granted. W. S. Noble  
11/4/67.

NEW POSTAL ADDRESS: G.P.O. BOX 4082, SYDNEY. 20



## GENERAL ACCIDENT FIRE AND LIFE ASSURANCE CORPORATION LIMITED

(Incorporated in Scotland)

**NEW SOUTH WALES:**

General Buildings,  
10 Spring Street,  
Sydney. 2000.

**VICTORIA:**

General Buildings,  
470 Bourke Street,  
Melbourne. 3000.

**SOUTH AUSTRALIA:**

General Buildings,  
117-119 King William Street,  
Adelaide. 5000.

**WESTERN AUSTRALIA:**

General Buildings,  
189 St. George's Terrace,  
Perth. 6000

**QUEENSLAND:**

General Buildings,  
39 - 41 Creek Street,  
Brisbane. 4000.

**TASMANIA:**

General Buildings,  
174 Collins Street,  
Hobart. 7000.

Mr W A Sponberg,  
7 Woodlands Avenue,  
LUGARNO - 2210

### AGENCY APPOINTMENT

We have pleasure in confirming your appointment as Agent for the Corporation. The following rates of Commission are payable by the Branch arranging this appointment for business introduced through your Agency.

### RATES OF COMMISSION

#### AS PER ATTACHED

Commission is only allowed on Premiums which have been paid for insurance through your Agency. Where an Insured insists that his business be transferred to another Agency, no further Commission will be paid through your Agency for these insurances. In the event of a Policy being cancelled or any form of refund being allowed during currency, the rateable proportion of the Commission previously allowed will be refunded to the Corporation.

PROPOSALS - All proposals received by you should be forwarded to your nearest State Branch or District Office without delay. No insurance will be effective until the proposal for that insurance has been accepted by the Corporation and the Premium paid.

PREMIUMS - All Premiums received are to be held in trust on behalf of the Corporation. Statements of Account will be rendered monthly, and all Premiums paid to you are to be remitted to the nearest State Branch or District Office without delay.

CLAIMS - On notification of a claim under a Policy issued by the Corporation, please advise details immediately to your nearest State Branch or District Office without any admission of liability to the claimant.

The Corporation reserves the right to amend the terms of this Agency and, should this Agency be terminated for any reason, Commission will cease and all insurances which have been introduced through the Agency will be retained by the Corporation.

#### Appointment

We trust that this Agency Agreement will be to our mutual advantage and look forward to a long and profitable association.

Yours faithfully,

GENERAL MANAGER FOR AUSTRALIA.

Exhibit "GAll" Application for  
642. Agency by William Albert Sponberg

TMB:GH

29th November, 1976

Mr. W.A. Sponberg,  
7 Woodlands Avenue,  
LUGARNO. 2210.

Dear Sir,

Re: Agency Commission Terms.

We have recently undertaken a review of agency commission terms and write to advise the commission terms applicable to your Agency.

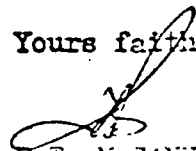
Fire, Consequential Loss & Householders	20%
Traders Combined	20%
Comprehensive Motor Car	7½%
Workers' Compensation	2½%
Marine All Business	10%
Boiler Explosion & Engineering	10%
Livestock	15%
Accident Make-Up Pay	2½%
Personal Accident	15%
All Other Classes	15%

These commission rates are the maximum terms available and under no circumstances will commission in excess of these terms be granted.

We draw your attention to our trading terms in respect of your Agency that all premiums be paid within thirty days of debit, otherwise policies outstanding in excess of this period will be lapsed.

If you have any queries in relation to the abovementioned commission terms, please do not hesitate to contact the writer.

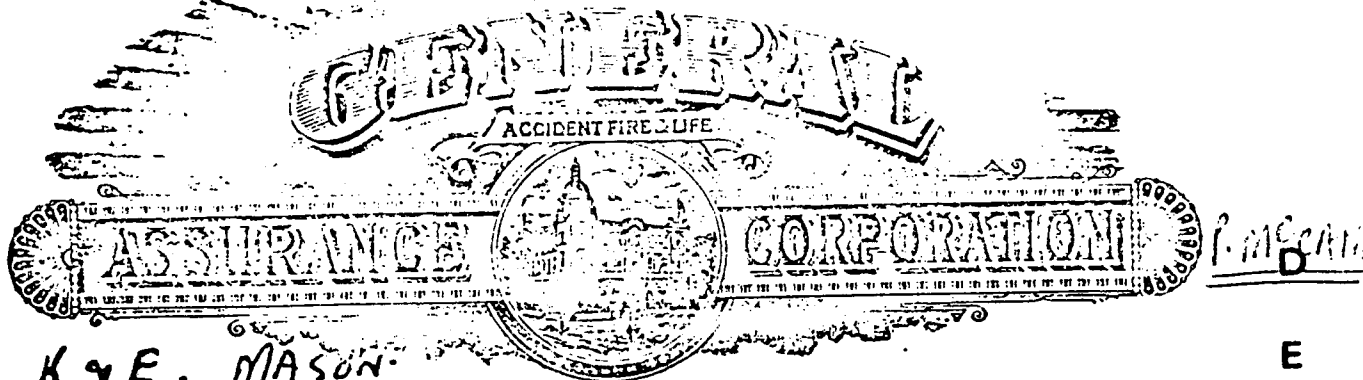
Yours faithfully



P.T. McCANN

*for* ASSISTANT MANAGER FOR NEW SOUTH WALES.

*cc. Whitwood Office.*



K & E. MASON

E

APPLICATION FOR CORPORATION'S AGENCY at Sydney

F

1. Name in full Keith Edgarmason and Eva Mason to be known as K. & E. MASON

Business Address 52 Mc'Kosh St. Gordon

Residence same

Occupation Insurance Representatives

2. Length of time Resident in District 18 years

3. Is Applicant at present Agent for any other Insurance Co? yes-

If so, what is the name of the Office? H. Trinder - M.C.P. Nat of NZ.

4. Has Applicant previously held the Agency for any other Insurance Company? \_\_\_\_\_ L. OF A. 13/11/58

If so, for what Company? \_\_\_\_\_

5. Name and Addresses of two Referees, one of which should be Applicant's Banker—

as per previous application in name of K. E. MASON

SCALE OF COMMISSION.		New and Renewals.
All Departments (except as under)	.. .. .	<del>15%</del> <u>20%</u>
Stack and Growing Crops only against fire, Personal Accident and or Sickness—all kinds; Plate Glass	.. .. .	20%
Motor Comprehensive (excluding Compulsory Act cover)	.. .. .	%
Compulsory Motor Act	.. .. .	Nil
Workers' Compensation	.. .. .	%

It is understood that, if appointed, I shall treat all matters connected with the Corporation's interests as confidential; that all moneys collected by me on behalf of the Corporation shall be trust moneys in which I shall have no right or property; that the Corporation shall have the right of terminating the Agency at any time; and that commission shall only be payable to me on new or renewal premiums during the currency of the Agency, and provided such premiums are not transferred from my account at the request of the Insured.

Date 10 November 19 58 Signature K & E. Mason  
 Form 1-7/56.

# K. & E. Mason

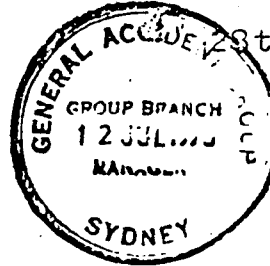
INSURANCE BROKERS AND CONSULTANTS

KEITH MASON, Dip. A.I.I., F.L.U.A.

*Agents for—*

General Accident.  
M.L.C. Life Assurance.  
M.L.C. Fire and General.  
Steadfast Insurance.  
Harvey Trinder (Lloyds).  
Grieve and Irwin.  
Merchants' Marine.  
Mortgages Arranged.

52 McINTOSH STREET,  
GORDON.



28th June, 1973

The Manager,  
General Accident Fire & Life  
Assurance Corp. Ltd.,  
10 Spring St.,  
SYDNEY 2000

*File No K07041*

Dear Sir,

I desire to advise that I have formed a Company to handle all my business affairs under the name of K. & E. MASON PTY. LIMITED.

I shall be the Governing Director of the Company and desire to assure you that the same personal interest will be taken in all insurances placed with your Company.

I should appreciate it if you would transfer the Agency Agreement from K. & E. MASON to K. & E. MASON PTY. LIMITED as from 1st July, 1973.

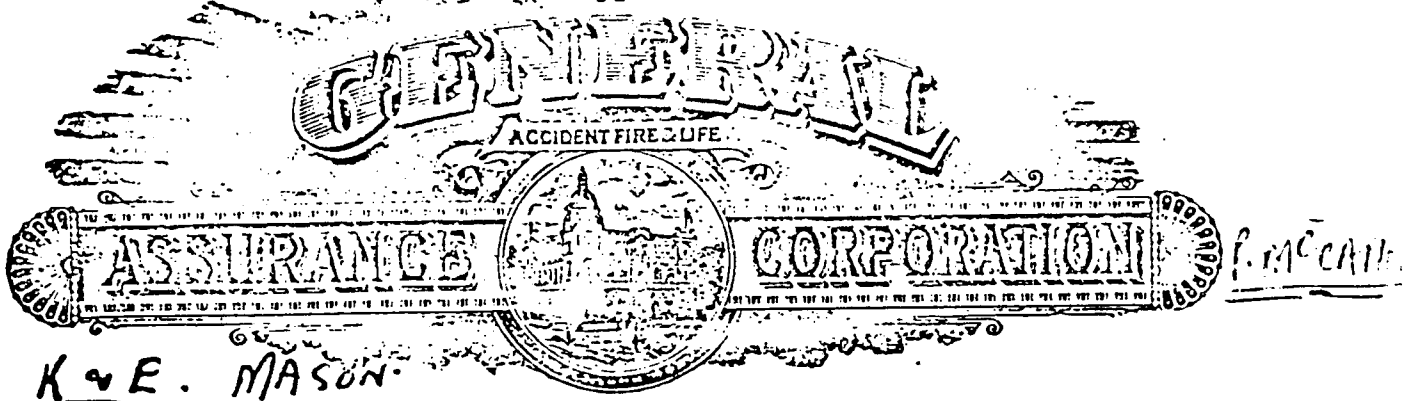
Yours faithfully,

*Keith Mason*

*Keith Mason*

*Mr. [Signature]*

K. & E. MASON



K & E. MASON

APPLICATION FOR CORPORATION'S AGENCY at Sydney

1. Name in full Keith Edgar Mason and Eva Mason to be known as K. & E. MASON

Business Address 52 McIlkosh St. Gordon

Residence same

Occupation Insurance Representatives

2. Length of time Resident in District 18 years

3. Is Applicant at present Agent for any other Insurance Co.? yes-

If so, what is the name of the Office? H. Tander - M.L.P. Nat of N.S.

4. Has Applicant previously held the Agency for any other Insurance Company? \_\_\_\_\_ L. OF A. 13/11/58

If so, for what Company? \_\_\_\_\_

5. Name and Addresses of two Referees, one of which should be Applicant's Banker—

as per previous application in name of K. E. MASON

SCALE OF COMMISSION.		New and Renewals.
All Departments (except as under)	.. .. .	<del>15%</del> <u>20%</u>
Stack and Growing Crops only against fire, Personal Accident and or	.. .. .	20%
Sickness—all kinds; Plate Glass	.. .. .	%
Motor Comprehensive (excluding Compulsory Act cover)	.. .. .	Nil
Compulsory Motor Act	.. .. .	%
Workers' Compensation	.. .. .	%

It is understood that, if appointed, I shall treat all matters connected with the Corporation's interests as confidential; that all moneys collected by me on behalf of the Corporation shall be trust moneys in which I shall have no right or property; that the Corporation shall have the right of terminating the Agency at any time; and that commission shall only be payable to me on new or renewal premiums during the currency of the Agency, and provided such premiums be not transferred from my account at the request of the Insured.

Date 10 November 1958

Signature K & E. Mason

13/11/58

Exhibit "GA13" Application for  
Agency by Keith Edgar Mason &  
Eva Mason

Telephone: 49-3610

# K. & E. Mason

INSURANCE BROKERS AND CONSULTANTS

KEITH MASON, Dip. A.I.I., F.L.U.A.

52 McINTOSH STREET,  
GORDON.

Agents for—  
General Accident.  
M.L.C. Life Assurance.  
M.L.C. Fire and General.  
Steadfast Insurance.  
Harvey Trinder (Lloyds).  
Grieve and Irwin.  
Merchants' Marine.  
Mortgages Arranged.



28th June, 1973

The Manager,  
General Accident Fire & Life  
Assurance Corp. Ltd.,  
10 Spring St.,  
SYDNEY 2000

*ate No K0704*

Dear Sir,

I desire to advise that I have formed a Company to handle all my business affairs under the name of K. & E. MASON PTY. LIMITED.

I shall be the Governing Director of the Company and desire to assure you that the same personal interest will be taken in all insurances placed with your Company.

I should appreciate it if you would transfer the Agency Agreement from K. & E. MASON to K. & E. MASON PTY. LIMITED as from 1st July, 1973.

Yours faithfully,

*Keith Edgar Mason*

*Keith Edgar Mason*

*Mr. Stanley*

K. & E. MASON

Exhibit "GA13" Application for  
Agency by Keith Edgar Mason &  
647. Eva Mason



K.1568/23

# General Accident Group

APPLICATION FOR AGENCY WITH

GENERAL ACCIDENT FIRE AND LIFE ASSURANCE CORPORATION LIMITED  
YORKSHIRE INSURANCE COMPANY LIMITED

Delete not applicable

393630

AT Sydney BRANCH

1. Name in full Paul John MOUTZOURIS  
Postal - Bx 2754 CPO SYDNEY  
Business Address 69 A. St. Paul St. Brunswick  
Residence As Above  
Occupation Insurance Agent

2. Length of time Resident in District 25 years

3. Is Applicant at present an Agent for any other Insurance Company? Southern Pacific  
T. G. & B. L.

If so, what is the name of the Company? -

4. Has Applicant previously held the Agency for any other Insurance Company? -

If so, for what Company? -

5. Name and Addresses of two Referees, one of which should be Applicant's Banker -  
M. Duckett A. B. Purill  
B. M. L. Tom Ghyen Point

It is understood that, if appointed, I shall treat all matters connected with the General Accident Group interests as confidential; that all moneys collected by me on behalf of The Group shall be trust moneys in which I shall have no right or property; that The Group shall have the right of terminating the Agency at any time; and that commission shall only be payable to me on new or renewal premiums during the currency of the Agency, and provided such premiums are not transferred from my account at the request of the Insured.

Date 9 7 1974

Signature Moutzouris

+ ✓  
Mr. Moutzouris has been informed by Mr. Nanton  
in which he has recommended the acceptance of  
this agency

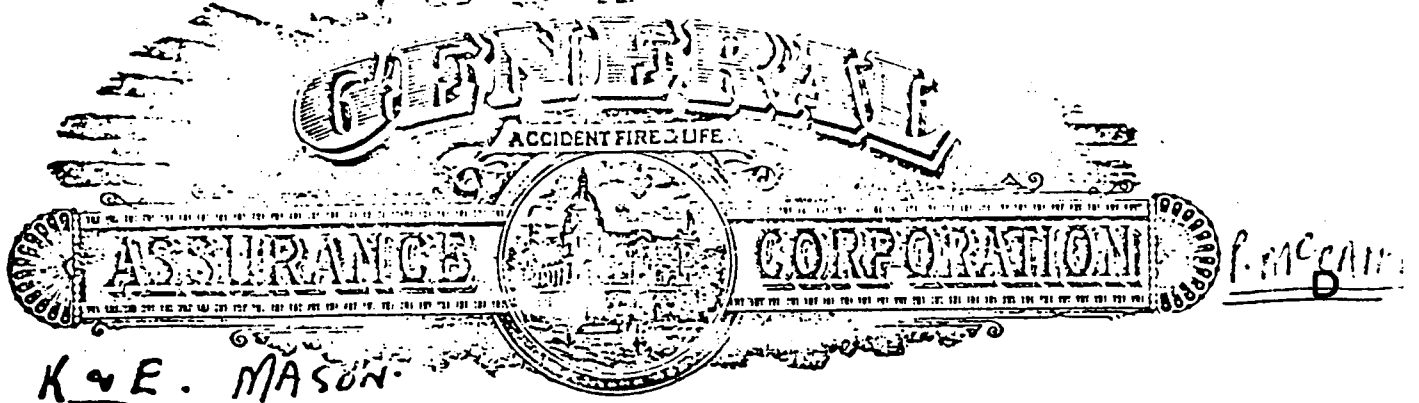
He has advised me that he has an account  
with the South British Ins. in which  
premiums exceed \$30000

Acc. Business is mainly householders and  
Retail shops, and All Insurances are to be transferred to GAFI.

He has also advised me that a cheque  
will be given upon completion of proposals.

As the class of Business is excellent, I recommend  
the acceptance of this agency.

*Paul John Moutzouris*  
15/7/74



K & E. MASON

APPLICATION FOR CORPORATION'S AGENCY at Sydney

1. Name in full Keith Edgarmason and Eva Mason to be known as K. & E. MASON

Business Address 52 Mc'Kosh St. Gordon

Residence same

Occupation Insurance Representatives

2. Length of time Resident in District 18 years

3. Is Applicant at present Agent for any other Insurance Co.? yes-

If so, what is the name of the Office? H. Trinder - M.L.P. Nat of N.S.

4. Has Applicant previously held the Agency for any other Insurance Company? \_\_\_\_\_ L. OF A. 13/11/58

If so, for what Company? \_\_\_\_\_

5. Name and Addresses of two Referees, one of which should be Applicant's Banker—

as per previous application in name of K. E. MASON

SCALE OF COMMISSION.		New and Renewals.
All Departments (except as under)	.. .. .	<del>15%</del> 20%
Stack and Growing Crops only against fire, Personal Accident and or	.. .. .	20%
Sickness—all kinds; Plate Glass	.. .. .	%
Motor Comprehensive (excluding Compulsory Act cover)	.. .. .	Nil
Compulsory Motor Act	.. .. .	%
Workers' Compensation	.. .. .	%

It is understood that, if appointed, I shall treat all matters connected with the Corporation's interests as confidential; that all moneys collected by me on behalf of the Corporation shall be trust moneys in which I shall have no right or property; that the Corporation shall have the right of terminating the Agency at any time; and that commission shall only be payable to me on new or renewal premiums during the currency of the Agency, and provided such premiums be not transferred from my account at the request of the Insured.

13/11

Date 10 November 1958

Signature K & E. Mason

Exhibit "GA15" Application for  
Agency by Keith Edgar Mason &  
Eva Mason

Telephone: 49-3640

*K. & E. Mason*

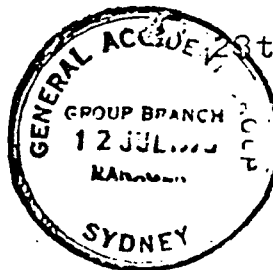
INSURANCE BROKERS AND CONSULTANTS

KEITH MASON, Dip. A.I.I., F.L.U.A.

*Agents for—*

General Accident.  
M.L.C. Life Assurance.  
M.L.C. Fire and General.  
Steadfast Insurance.  
Harvey Trinder (Lloyds).  
Grieve and Irwin.  
Merchants' Marine.  
Mortgages Arranged.

52 McINTOSH STREET,  
GORDON.



23th June, 1973

The Manager,  
General Accident Fire & Life  
Assurance Corp. Ltd.,  
10 Spring St.,  
SYDNEY 2000

*File No K0704,*

Dear Sir,

I desire to advise that I have formed a Company to handle all my business affairs under the name of K. & E. MASON PTY. LIMITED.

I shall be the Governing Director of the Company and desire to assure you that the same personal interest will be taken in all insurances placed with your Company.

I should appreciate it if you would transfer the Agency Agreement from K. & E. MASON to K. & E. MASON PTY. LIMITED as from 1st July, 1973.

Yours faithfully,

*Keith Edgar Mason*

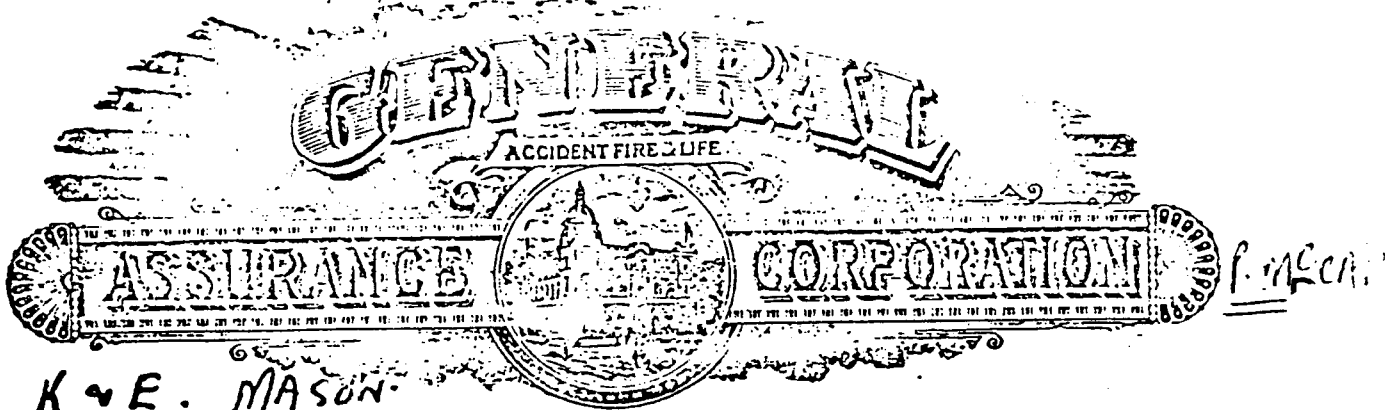
*Keith Edgar Mason*

*Mr. [Signature]*

K. & E. MASON

Exhibit "GA15" Application for  
Agency by Keith Edgar Mason &  
651. Eva Mason

Form 13/11/58



APPLICATION FOR CORPORATION'S AGENCY at Sydney

1. Name in full Keith Edgar Mason and Eva Mason to be known as K. & E. MASON

Business Address 52 McIlkosh St. Gordon

Residence same

Occupation Insurance Representatives

2. Length of time Resident in District 18 years

3. Is Applicant at present Agent for any other Insurance Co? yes-

If so, what is the name of the Office? H. Trinder - M.C.E. Nakopolis.

4. Has Applicant previously held the Agency for any other Insurance Company? \_\_\_\_\_ L. OF A. 13/11/58

If so, for what Company? \_\_\_\_\_

5. Name and Addresses of two Referees, one of which should be Applicant's Banker—

as per previous application in name of K. E. MASON

SCALE OF COMMISSION.		New and Renewals.
All Departments (except as under)	.. .. .	<del>20%</del> 20%
Stack and Growing Crops only against fire, Personal Accident and or	.. .. .	20%
Sickness—all kinds; Plate Glass	.. .. .	%
Motor Comprehensive (excluding Compulsory Act cover)	.. .. .	Nil
Compulsory Motor Act	.. .. .	%
Workers' Compensation	.. .. .	%

It is understood that, if appointed, I shall treat all matters connected with the Corporation's interests as confidential; that all moneys collected by me on behalf of the Corporation shall be trust moneys in which I shall have no right or property; that the Corporation shall have the right of terminating the Agency at any time; and that commission shall only be payable to me on new or renewal premiums during the currency of the Agency, and provided such premiums are not transferred from my account at the request of the Insured.

Date 10 November 1958  
Form 1-7/56.

Signature Keith Edgar Mason  
K & E. Mason

Exhibit "GA16" Application for  
Agency by Keith Edgar Mason &  
Eva Mason

Telephone: 49-3610

# K. & E. Mason

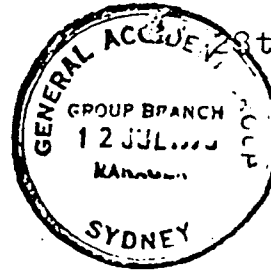
INSURANCE BROKERS AND CONSULTANTS

KEITH MASON, Dip. A.I.I., F.L.U.A.

*Agents for—*

General Accident.  
M.L.C. Life Assurance.  
M.L.C. Fire and General.  
Steadfast Insurance.  
Harvey Trinder (Lloyds).  
Grieve and Irwin.  
Merchants' Marine.  
Mortgages Arranged.

52 McINTOSH STREET,  
GORDON.



23th June, 1973

The Manager,  
General Accident Fire & Life  
Assurance Corp. Ltd.,  
10 Spring St.,  
SYDNEY 2000

*ate No K0704/1*

Dear Sir,

I desire to advise that I have formed a Company to handle all my business affairs under the name of K. & E. MASON PTY. LIMITED.

I shall be the Governing Director of the Company and desire to assure you that the same personal interest will be taken in all insurances placed with your Company.

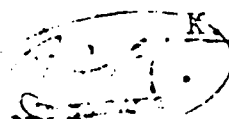
I should appreciate it if you would transfer the Agency Agreement from K. & E. MASON to K. & E. MASON PTY. LIMITED as from 1st July, 1973.

Yours faithfully,

*Keith Edgar Mason*

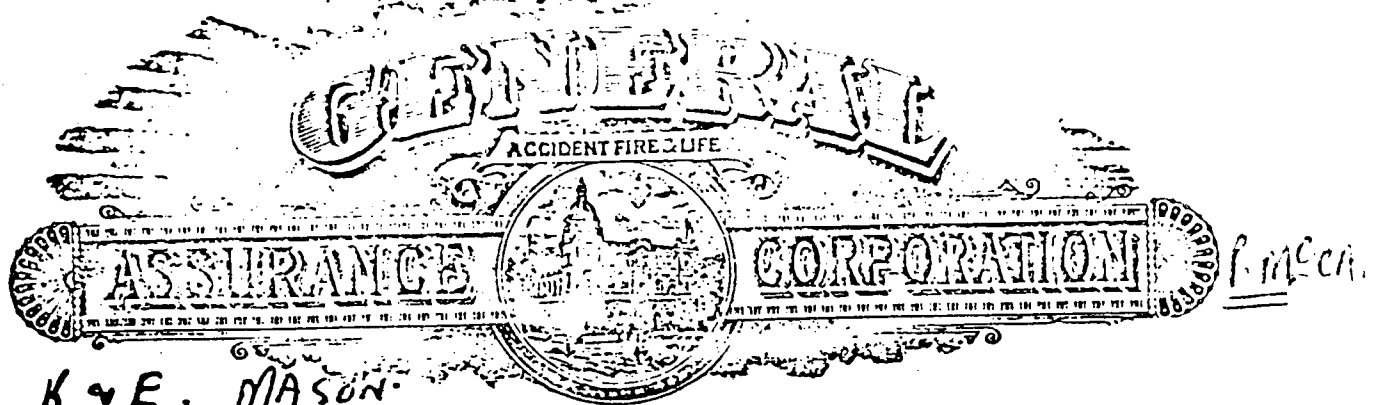
*K. & E. Mason*

*Mr. [unclear]*



K. & E. MASON

Exhibit "GA16" Application for  
Agency by Keith Edgar Mason &  
653. Eva Mason



K & E. MASON

APPLICATION FOR CORPORATION'S AGENCY at Sydney

1. Name in full Keith Edgar Mason and Eva Mason to be known as K. & E. MASON

Business Address 52 McInKosh St. Gordon

Residence same

Occupation Insurance Representatives

2. Length of time Resident in District 18 years

3. Is Applicant at present Agent for any other Insurance Co? yes-

If so, what is the name of the Office? H. Trinder - M.C.E. Nakh N3.

4. Has Applicant previously held the Agency for any other Insurance Company? \_\_\_\_\_ L. OF A. 13/11/53

If so, for what Company? \_\_\_\_\_

5. Name and Addresses of two Referees, one of which should be Applicant's Banker—

as per previous application in name of K. E. MASON

SCALE OF COMMISSION.		New and Renewals.
All Departments (except as under)	.. .. .	<del>20%</del> <u>20%</u>
Stack and Growing Crops only against fire, Personal Accident and or Sickness—all kinds; Plate Glass	.. .. .	20%
Motor Comprehensive (excluding Compulsory Act cover)	.. .. .	%
Compulsory Motor Act	.. .. .	Nil
Workers' Compensation	.. .. .	%

It is understood that, if appointed, I shall treat all matters connected with the Corporation's interests as confidential; that all moneys collected by me on behalf of the Corporation shall be trust moneys in which I shall have no right or property; that the Corporation shall have the right of terminating the Agency at any time; and that commission shall only be payable to me on new or renewal premiums during the currency of the Agency, and provided such premiums be not transferred from my account at the request of the Insured.

Date 10 November 1953

Signature [Handwritten Signature]  
K & E. Mason

Exhibit "GA17" Application for  
Agency by Keith Edgar Mason &  
Eva Mason

Telephone: 49-3610

*K. & E. Mason*

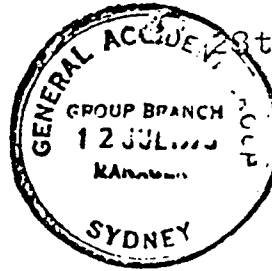
INSURANCE BROKERS AND CONSULTANTS

KEITH MASON, Dip. A.I.I., F.L.U.A.

*Agents for—*

General Accident.  
M.L.C. Life Assurance.  
M.L.C. Fire and General.  
Steadfast Insurance.  
Harvey Trinder (Lloyds).  
Grieve and Irwin.  
Merchants' Marine.  
Mortgages Arranged.

52 McINTOSH STREET  
GORDON.



29th June, 1973

The Manager,  
General Accident Fire & Life  
Assurance Corp. Ltd.,  
10 Spring St.,  
SYDNEY 2000

*File No K0704/11*

Dear Sir,

I desire to advise that I have formed a Company to handle  
all my business affairs under the name of K. & E. MASON PTY.  
LIMITED.

I shall be the Governing Director of the Company and desire  
to assure you that the same personal interest will be taken  
in all insurances placed with your Company.

I should appreciate it if you would transfer the Agency  
Agreement from K. & E. MASON to K. & E. MASON PTY. LIMITED  
as from 1st July, 1973.

Yours faithfully,

*Keith Mason*

*Keith Mason*

*Mr. [unclear]*

K. & E. MASON

Exhibit "GA17" Application for  
Agency by Keith Edgar Mason &  
655. Eva Mason





*R Adam*



APPLICATION FOR CORPORATION'S AGENCY at.....

1. Name in full PAUL G. MENDELSON (1)

Business Address 14 MARTIN PLACE SYDNEY (COLONIAL MUTUAL LIFE ASS. CO LTD)

*ADDRESS*

Residence 8 WARREN RD., DOUBLE BAY

PAUL G. MENDELSON  
8 WARREN ROAD,  
DOUBLE BAY, N.S.W.

Occupation LIFE ASSURANCE CONSULTANT.

2. Length of time Resident in District 18 YEARS.

3. Is Applicant at present Agent for any other Insurance Co.? YES L OF A 7/4/1961

If so, what is the name of the Office? HARVEY TRINDERS, LUMLEYS, COMMERCIAL UNION MANUFACTURERS.

4. Has Applicant previously held the Agency for any other Insurance Company?.....

If so, for what Company?.....

5. Name and Addresses of two Referees, one of which should be Applicant's Banker—  
A. N. 2 BANK, SOUTHERN BRANCH.

MR. BEAT MARKS, C/ ERNINE & JOHNSON IMPORTERS.

SCALE OF COMMISSION.		New and Renewals.
All Departments (except as under)	.. .. .	15%
Stack and Growing Crops only against fire, Personal Accident and or Sickness—all kinds;	.. .. .	20%
Motor Comprehensive (excluding Compulsory Act cover)	.. .. .	%
Compulsory Motor Act	.. .. .	Nil
Workers' Compensation	.. .. .	%

It is understood that, if appointed, I shall treat all matters connected with the Corporation's interests as confidential; that all moneys collected by me on behalf of the Corporation shall be trust moneys in which I shall have no right or property; that the Corporation shall have the right of terminating the Agency at any time; and that commission shall only be payable to me on new or renewal premiums during the currency of the Agency, and provided such premiums are not transferred from my account at the request of the Insured.

*M 1/14/64*

Date 0-4-1964

Signature Paul G. Mendelsohn

Mr. Mendelsohn has been recommended  
to us by Harry Jinder as expert  
in the Personal Accident Insurance  
field.

J. Christian.  
6/4/64.

*For the benefit of  
canceling M<sup>7</sup>  
of Hopkins*



**ASSURANCE CORPORATION**

J. ELLIS

APPLICATION FOR CORPORATION'S AGENCY at Maryland

1. Name in full RICHARD HERBERT HOPKINS (G)

Business Address 21 DANIELS ST. MARYLAND

Residence as above.

Occupation Insurance Agent

2. Length of time Resident in District 15 years.

3. Is Applicant at present Agent for any other Insurance Co.? Yes.

If so, what is the name of the Office? City Mutual Fire Agency

4. Has Applicant previously held the Agency for any other Insurance Company? NO L. OF A. 8/10/64.

If so, for what Company? NIL

5. Name and Addresses of two Referees, one of which should be Applicant's Banker—

L. H. Jones, 44 Woodville Rd. Maryland.

E. C. Atchaves, Ontario House 1st St. Maryland.  
Bank: Rural, Maryland.

SCALE OF COMMISSION.	
All Departments (except as under)	New and Renewals. 15%
Stack and Growing Crops only against fire, Personal Accident and or Sickness—all kinds;	20%
Motor Comprehensive (excluding Compulsory Act cover)	10%
Compulsory Motor Act	Nil
Workers' Compensation	5%

It is understood that, if appointed, I shall treat all matters connected with the Corporation's interests as confidential; that all moneys collected by me on behalf of the Corporation shall be trust moneys in which I shall have no right or property; that the Corporation shall have the right of terminating the Agency at any time; and that commission shall only be payable to me on new or renewal premiums during the currency of the Agency, and provided such premiums are not transferred from my account at the request of the Insured.

*Signature*

Date 1964

Signature [Signature]

Exhibit "GA19" Application for  
Agency by Richard Herbert Hopkins

Replace agency previously  
in name of Mrs. P. Hopkins

A handwritten signature in cursive script, appearing to be the initials 'J.H.' or similar.

8/10/64

Exhibit "GA20" Application for Agency  
by Australloyd Insurance P/L



Application

GENERAL ACCIDENT FIRE AND LIFE ASSURANCE CORPORATION LIMITED  
(Incorporated in Scotland)

NEW SOUTH WALES: 175 Pitt Street, Sydney. 2000. VICTORIA: General Buildings, 470 Bourke Street, Melbourne. 3000. SOUTH AUSTRALIA: General Buildings, 117-119 King William Street, Adelaide. 5000. WESTERN AUSTRALIA: General Buildings, 189 St. George's Terrace, Perth. 6000. QUEENSLAND: General Buildings, 39-41 Creek Street, Brisbane. 4000. TASMANIA: General Buildings, 174 Collins Street, Hobart. 7000.

1. Full name ..... AUSTRALLOYD INSURANCES PTY LTD

Business address ..... 5 Fetherstone Street, Bankstown, 2200 Phone 707 1510

Full names of principals ..... **DIRECTORS** DAVID TAGG, ALAN TAGG

Private addresses .....

Occupations ..... **INSURANCE BROKERS**

2. Length of time resident in district ..... 12 months ; in Sydney 19 years

3. Is applicant or any principal at present an agent for any other Insurance Company? ..... Yes

If so, what is the name of the Company? ..... Various

4. Has applicant or any principal previously held the agency for any other Insurance Company? ..... Yes

If so, for what Company? ..... Various, including Scottish Insurance Corporation/G.A.Group since 1954

5. Name and addresses of two referees, one of which should be applicant's banker -

Bank of N.S.W.

Existing Agency 21425

6. STANDARD COMMISSION

Fire	20 15%	Traders Combined	20 15%
Loss of Profits	20 15%	Livestock	15%
Maxplan, Home Units/Flats	20 15%	Motor vehicle	7 1/2 %
Burglary	15%	Engineering	10%
Public Liability	15%	Contract works	10%
Personal Accident	15%	Workers Compensation	5 1/2 %
Money	15%	Marine	10%

It is understood that, if appointed, I shall treat all matters connected with the General Accident Fire and Life Assurance Corporation Limited interests as confidential; that all moneys collected by me on behalf of the Corporation shall be trust moneys in which I shall have no right of property; that the Corporation shall have the right of terminating the Agency at any time; and that commission shall only be payable to me on new or renewal premiums during the currency of the Agency, and provided such premiums are not transferred from my account at the request of the Insured.

Date 25th May 19 77 Signature ..... **David Tagg**, Director

OFFICE USE ONLY

Territory coding ..... Renewal mode ..... Despatch code .....

DISTRICT OFFICE .....

Change in commission is recommended  
as broker involved is member of I. B. F.  
and have been involved in the Broking  
business for quite a considerable period  
of time.

Although our Corporation has not  
received a great deal new business  
over recent year I feel with a  
more realistic amount of commission  
will mean a substantial increase  
in volume of business

J. L. Oat

30.5.77

P.S. with regards to the 5% on  
Workers Compensation this is  
already in existence and this to  
remain as is.

Checked Workers bonus at present 5%

Approved

John L. Oat  
6/7/77

K3173

**General** *Guinness*

INSPECTOR'S NAME	A
BRANCH RECOMMENDED LIFE AGENT	B

**FIRE & LIFE ASSURANCE CORPORATION LIMITED**  
(INC. IN SCOTLAND)  
ESTABLISHED 1885

R. G. LOGAN  
 GWS BRANCHES BY C  
 LIMITED

APPLICATION FOR CORPORATION'S AGENCY at *Sydney*

- Name in full *Robert Gray Logan Taylor*  
 Business Address *403 George St Sydney*  
 Residence *74 Rathmore Rd Killarney*  
 Occupation *Insurance Broker. Heights*
- Length of time Resident in District *1 year*
- Is Applicant at present Agent for any other Insurance Co? *Various*  
 If so, what is the name of the Office? .....

*L. O. A. 3.5.67*

- Has Applicant previously held the Agency for any other Insurance Company? *Yes*  
 If so, for what Company? *Various*

- Name and Addresses of two Referees, one of which should be Applicant's Banker—  
*C. M. G. Bank Pitt & Hunter Sts Sydney*  
*D. Rowley & Co. Hawsey Terrace*

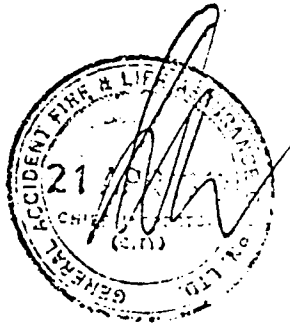
SCALE OF COMMISSION.		New and Renewals.
All Departments (except as under)	.. .. .	15%
Motor Comprehensive (excluding Compulsory Act cover)	.. .. .	10%
Compulsory Motor Act	.. .. .	Nil
Workers' Compensation	.. .. .	5%

It is understood that, if appointed, I shall treat all matters connected with the Corporation's interests as confidential; that all moneys collected by me on behalf of the Corporation shall be trust moneys in which I shall have no right or property; that the Corporation shall have the right of terminating the Agency at any time; and that commission shall only be payable to me on new or renewal premiums during the currency of the Agency, and provided such premiums are not transferred from my account at the request of the Insured.

Date *19-3-67* Signature *R. G. Logan*

Exhibit "GA21" Application for  
Agency by Robert Gray Logan

X  
Mr. Logan is in fact already an agent  
of the Corporation which was effected  
when he was a life Representative for  
Legal & General Ins. Co. He has now  
set up a brokerage firm & this  
application is to replace the  
existing agency.







APPLICATION FOR CORPORATION'S AGENCY at London

1. Name in full Margaret Jean Davies

Business Address 41 Corsick St. Lymington 2565

Residence As above

Occupation Housewife

2. Length of time Resident in District Eight years

3. Is Applicant at present Agent for any other Insurance Co.? No

If so, what is the name of the Office? \_\_\_\_\_

1. 12. 16. 5. 61

4. Has Applicant previously held the Agency for any other Insurance Company? \_\_\_\_\_

If so, for what Company? \_\_\_\_\_

5. Name and Addresses of two Referees, one of which should be Applicant's Banker—

Manager Lymington & District Building Society

Stationer Office Oxford St. Lymington

SCALE OF COMMISSION.		New and Renewals.
All Departments (except as under)	.. .. .	15%
Stock and Growing Crops only against fire, Personal Accident and or Sickness—all kinds;	.. .. .	20%
Motor Comprehensive (excluding Compulsory Act cover)	.. .. .	10%
Compulsory Motor Act	.. .. .	Nil
Workers' Compensation	.. .. .	5%

It is understood that, if appointed, I shall treat all matters connected with the Corporation's interests as confidential; that all moneys collected by me on behalf of the Corporation shall be trust moneys in which I shall have no right or property; that the Corporation shall have the right of terminating the Agency at any time; and that commission shall only be payable to me on new or renewal premiums during the currency of the Agency, and provided such premiums are not transferred from my account at the request of the Insured.

Date 11th Dec 1961

Signature Margaret Jean Davies



**ASSURANCE CORPORATION**

APPLICATION FOR CORPORATION'S AGENCY at SYDNEY.

1. Name in full <sup>MRS.</sup> OLGA DAPHNE MCFARLAND (WIFE OF R.H. MCFARLAND)  
 Business Address 470 PACIFIC Highway ASQUITH. N.S.W.  
 Residence 470. PACIFIC Highway. ASQUITH. N.S.W.  
 Occupation LIFE ASSURANCE CONSULTANT HOME DUTIES  
 HUSBAND WIFE-ASSEE CONSULTANT  
 2. Length of time Resident in District 10 YEARS  
 3. Is Applicant at present Agent for any other Insurance Co.? YES.  
 If so, what is the name of the Office? LEGAL & GENERAL SOCIETY LTD

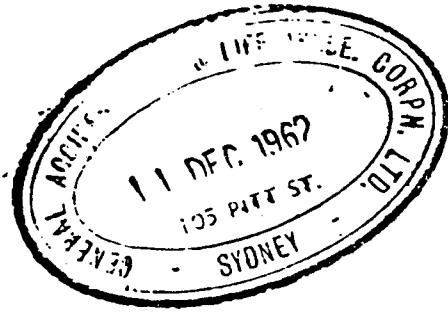
4. Has Applicant previously held the Agency for any other Insurance Company? YES L OF A 14/12/1962  
 If so, for what Company? A.P.A. LTD 14 1/2 YEARS

5. Name and Addresses of two Referees, one of which should be Applicant's Banker—  
K. Woods Esq. Accountant, NATIONAL BANK OF AUSTRALIA.  
V. ARONG. DENTIST SURGEON. VICTORIA Pk, CHATSWOOD

SCALE OF COMMISSION.		New and Renewals.
All Departments (except as under)	.. . . . .	15%
Stack and Growing Crops only against fire, Personal Accident and or Sickness—all kinds; Plate Glass	.. . . . .	20%
Motor Comprehensive (excluding Compulsory Act cover)	.. . . . .	%
Compulsory Motor Act	.. . . . .	Nil
Workers' Compensation	.. . . . .	%

It is understood that, if appointed, I shall treat all matters connected with the Corporation's interests as confidential; that all moneys collected by me on behalf of the Corporation shall be trust moneys in which I shall have no right or property; that the Corporation shall have the right of terminating the Agency at any time; and that commission shall only be payable to me on new or renewal premiums during the currency of the Agency, and provided such premiums are not transferred from my account at the request of the Insured.

Date 11-12-1962 Signature O.D. McFarland



Transfer of existing Agency  
Mr R. N. McFarland to  
Mrs O. D. McFarland is requested  
by Mr McFarland.

Mr McFarland is producing considerable  
business and I expect the account  
to develop very substantially.

The business produced is almost  
100% under Berkley's Order where  
the initial instalment is paid in cash  
before the Policy is issued, <sup>Outright</sup> the prospect  
of arrears in this account is remote.

This business is essentially "Gaplan"  
in respect of Professional men - Doctors,  
Dentists, Chemists

G. Hughes  
13.12.67

Account to be handled through  
Sydney office.

Exhibit E - Letter Commissioner of Pay-roll Tax  
to Sentry Life Assurance Limited

New South Wales Government  
PAY-ROLL TAX OFFICE

St James Hall  
169 Phillip Street, Sydney 2000  
Box 5069, G.P.O. Sydney 2001

Our Reference: PN 13741-4 PW:MB

The Secretary,  
Sentry Life Assurance Ltd.,  
61 Lavender Street,  
MILSON'S POINT. NSW 2061

Your Reference:

Telephone: 231 4966  
Extension: 3

10

11 FEB 1977

Dear Sir,

Assessment of Pay-roll Tax

In accordance with section 18 of the Pay-roll Tax Act, 1971  
take notice of the following assessment for the periods 1st  
September, 1971 to 31st December, 1976.

<u>Periods 1st September, 1971 to 31st August, 1973</u>		
Amount on which further tax is payable \$122,550.83		
Further tax at 3½%	\$ 4,289.28	20
<u>Periods 1st September, 1973 to 31st August, 1974</u>		
Amount on which further tax is payable \$258,308.23		
Further tax at 4½%	\$11,623.87	
<u>Periods 1st September, 1974 to 31st March, 1976</u>		
Amount on which further tax is payable \$667,185.95		
Further tax at 5%	\$33,359.30	
<u>Periods 1st April, 1976 to 30th June, 1976</u>		
Amount on which further tax is payable \$ 80,606.64		
Further tax at 5%	\$ 4,030.33	
<u>Periods 1st July, 1976 to 31st December, 1976</u>		30
Amount on which further tax is payable \$283,808.32		
Further tax at 5%	\$14,190.42	
Total amount of further tax	\$67,493.20	

Payment of the sum of \$67,493.20 further tax is required  
within 14 days of the date of this notice.

Yours faithfully,

(Sgd.) K.T. Wyburn

K.T. Wyburn,  
Commissioner of Pay-roll Tax.

Exhibit F - 2 letters - Commissioner of Pay-roll  
Tax to Dawson Waldron, one re Sentry  
one re General Accident

New South Wales Government  
PAY-ROLL TAX OFFICE  
St James Hall,  
169 Phillip Street, Sydney 2000  
Box 5069, G.P.O. Sydney 2001

Our Reference: PN 1374 - 1 NLH:LC

Messrs. Dawson Waldron  
Solicitors

Your Reference: 14 WDG:6/76 10

DX 355 SYDNEY

Telephone: 231 4966  
Extension:

23rd March, 1978

Dear Sir,

SENTRY LIFE ASSURANCE LIMITED -  
ASSESSMENT OF PAY-ROLL TAX

I refer to your letter of 1st April, 1977 and now reply to  
the issues raised therein.

The assessment did not include items includes in categories  
IB, 3, 4 and 5 representing payments to parties "there being  
no record of an Agency Agreement with the company". 20

Amounts of a "contra" nature were deleted by adding the  
item(s) so deducted to determine a gross figure.

Yours faithfully,

(Sgd.) K.T. Wyburn

K.T. Wyburn  
Commissioner of Pay-roll Tax

Exhibit F Letter Commissioner  
of Payroll Tax to Dawson Waldron  
one re Sentry, one re General  
668. Accident

Exhibit F Letter Commissioner  
of Pay-roll Tax to Dawson Waldron  
one re Sentry, one re General  
Accident

New South Wales Government  
STAMP DUTIES OFFICE  
St. James Hall 169 Phillip Street, Sydney  
Box 4, G.P.O. Sydney, N.S.W. 2001

Our Reference: PN 4752-2 NLH

Your Reference: 14 WDC: 6/76

Telephone: 239 0188  
Extension:

Messrs. Dawson Waldron  
Solicitors

DX 355, SYDNEY.

10

23rd March, 1978

Dear Sirs,

GENERAL ACCIDENT FIRE & LIFE ASSURANCE  
CORPORATION LIMITED -  
ASSESSMENT OF PAYROLL TAX

---

I refer to your letter of 1st April, 1977 and now reply to  
the issues raised therein.

The assessment did not include any of the following items:-

1. Amounts payable to agents situate in Canberra or  
interstate.
2. Categories 2A, 2B, 2C, 4A, 4B, 4C, 6A, 10B and 11A.

These categories represent payments to parties "where there  
is no record of an agency agreement with the Corporation."

Amounts of a "contra" nature were deleted by adding the items  
so deducted to determine a gross figure.

Yours faithfully,

(Sgd.) K.T. Wyburn

K.T. Wyburn  
Commissioner of Pay-roll Tax

30

Exhibit F Letter Commissioner  
of Pay-roll Tax to Dawson Waldron  
one re Sentry, one re General  
669. Accident

Exhibit G - Assurance Agents Awards

In the matter of the *Conciliation and Arbitration Act* 1904-1950

and of

THE INDUSTRIAL LIFE ASSURANCE AGENTS UNION  
Claimant

and

THE AUSTRALIAN MUTUAL PROVIDENT SOCIETY AND  
OTHERS  
Respondents

(No. 185 of 1950).

*Industrial dispute, Life assurance agents—Wages and working conditions—Award made.*

1950.  
Melbourne,  
Sept. 12-15;  
Sydney,  
Sept. 26-28;  
Oct. 3, 5,  
24-27, 30.  
1951.  
r. 8, 9, 21.  
P. Austin,  
Conciliation  
Commissioner.

Notification of a dispute between the above parties was given pursuant to section 14 of the *Commonwealth Conciliation and Arbitration Act* 1904-1949 by the Industrial Life Assurance Agents Union.

A compulsory conference with respect to this dispute was held before Murray M. Stewart, Esquire, Conciliation Commissioner, but no agreement was reached in settlement thereof.

The dispute thereupon came on for hearing before L. P. Austin, Esquire, Conciliation Commissioner, in Melbourne, on 12th September, 1950.

*W. R. Colbourne, S. Beatty, G. Briggs, H. G. B. Smith and F. L. Brogin* for the Industrial Life Assurance Agents Union.

*F. W. Campbell, A. C. Gray, L. A. Taylor, M. H. Allen and G. B. Palmer* for the Australasian Catholic Assurance Co. Ltd. and others.

On 21st March, 1951, the Conciliation Commissioner made the following award:—

*Award, order and prescribe:—*

SHORT TITLE.

1. This award shall be known as the "Life Assurance Agents award, 1951".

2. ARRANGEMENT OF AWARD.

Clause number.	Subject matter.
1. ....	Short Title.
2. ....	Arrangement of Award.
3. ....	Application of Award.
4. ....	Definitions.
5. ....	Termination of Service.
6. ....	Terms of Engagement.
7. ....	Hours.
8. ....	Recreation Leave.
9. ....	Sick Leave.
10. ....	Wages.
11. ....	Adjustment of Wage Rates.

No. A1984.

# Exhibit G Assurance Agents Awards

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## AWARD—LIFE ASSURANCE AGENTS.

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Table—continued.

Clause number.	Subject matter.
12. ....	Payment of Wages.
13. ....	Books, Stationery, Etc.
14. ....	Allowances.
15. ....	Preference.
16. ....	Posting.
17. ....	Board of Reference.
18. ....	Rescission of Previous Award.
19. ....	Operation.

### APPLICATION OF AWARD.

3. This award shall apply to all employees (as defined in clause 4 of this award) employed by any life assurance company or society whose name is set out in the schedule hereto so far as it carries on industrial life assurance business in the Commonwealth of Australia or its territories other than the State of Queensland.

### DEFINITIONS.

- (a) "Week" shall mean from Monday to Saturday inclusive.
- (b) "Employer" shall mean any life assurance company or society party hereto carrying on industrial life assurance business in the Commonwealth of Australia or its territories.
- (c) "Employee" shall mean any person wholly or mainly employed by an employer in canvassing for industrial and ordinary life assurance policies and/or in collecting the premiums payable by or on behalf of insured persons.
- (d) "Industrial life assurance" shall mean the type of life assurance upon which the premiums are by the terms of the policy made payable at intervals of less than two months and are contracted to be received or are usually received by means of collectors in the service of the employer.
- (e) "Ordinary life assurance" means the type of life assurance, other than industrial life assurance.
- (f) The male includes the female.
- (g) "Union" shall mean the Industrial Life Assurance Agents Union.

### TERMINATION OF SERVICE.

5. The employment of any employee shall not be terminated without at least one week's notice, in writing, being given by the employer to the employee and an employee shall likewise give to the employer at least one week's notice, in writing of his intention to terminate his employment. If such notice be not given by the employer, one week's wages shall be paid and, if an employee leaves without giving such notice, he shall forfeit one week's wages: Provided that the employment may be terminated by an employer for misconduct justifying instant dismissal without liability to pay for more than time actually worked.

### TERMS OF ENGAGEMENT.

6. (a) The engagement shall be subject to the condition that the employer may deduct from earnings 10 per cent. of the total remuneration from all sources, provided that the award wage is not reduced thereby, until the sum so held equals £75 and that this sum shall be held by the employer to guarantee the employee'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 employee (whether before or after the commencement of this award) shall count towards the sum of £75 aforesaid and the employee shall at any time upon reasonable notice be entitled to withdraw the excess over £75 of any such sum.



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(ii) Until such time as the sum, if any, received as aforesaid by way of deduction or otherwise amounts to the sum of £75 aforesaid, the employee shall (unless he has already provided security to the satisfaction of the employer) provide such other lawful security not exceeding £75 as may be mutually agreed upon between him and the employer.

(b) The employee shall be credited with interest half-yearly at the rate of 3½ per cent per annum on the sum of £75 aforesaid or any part thereof and the employee shall be entitled to be paid such interest half-yearly if he so desires.

(c) The employer shall refund to the employee 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 this clause.

(d) Where any employer elects not to make the deduction of ten per cent as aforesaid such employer may require the employee 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 employees 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 affected only by business introduced by the employee and/or business for which he has received credit in his account referred to in sub-clause (b) of clause 10 of this award.

### HOURS.

7. The ordinary working hours for employees shall not exceed 40 per week and those hours may be worked at any time.

### RECREATION LEAVE.

8. (a) Every employee shall be entitled to two consecutive weeks' recreation leave in respect of each full year of service: Provided, however, that if recreation leave includes the period from Christmas Day to New Year's Day it shall be for a period of three weeks inclusive of the gazetted public holidays in those three weeks. Every employee shall be paid for recreation leave at full wages (as prescribed by sub-clause (a) of clause 10 of this award) which shall not be debited to the employee under sub-clause (b) of clause 10 of this award.

Recreation leave shall be in addition to all gazetted public holidays except, in the case of employees whose recreation leave includes the period from Christmas Day to New Year's Day, the public holidays falling within this period.

(b) Recreation leave shall be granted and taken including the Christmas and New Year period mentioned in sub-clause (a) hereof but if the employer and employee agree that recreation leave shall be taken at some period not including the said Christmas and New Year period recreation leave shall be taken at such other times as may be mutually agreed upon between the employer and the employee and in default of agreement shall be granted and taken within six months after the termination of each full year of service.

(c) Any employee whose services are dispensed with (except for misconduct which would justify instant dismissal) or who leaves the service of his employer during the course of any year of service shall be entitled to recreation leave (at the rate of wages prescribed by sub-clause (a) of clause 10 of this award) for a period of two weeks reduced in the ratio which any part of a year in respect to which he has not become entitled to leave under sub-clause (a) hereof bears to a year.

(d) Employees going on recreation leave shall be paid for the period of such recreation leave in advance.

### SICK LEAVE.

9. (a) In the case of absence from work of an employee as a consequence of his sickness or illness, the employer shall pay the employee who produces a doctor's certificate or such other evidence as may be considered satisfactory by the employer his full wages (as prescribed by sub-clause (a) of clause 10 of this award) for the time so absent, less any amounts payable to the employee concerned, by way of workers' compensation or under any Governmental scheme or otherwise but not including any non-Governmental scheme to which the employee has contributed. Except as provided under sub-clause (b) hereof, the liability of the employer under this sub-clause shall not exceed one week's wages during any one year of service.

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No employee shall be required to produce a doctor's certificate unless such employee has been absent as a consequence of his sickness or illness for a period in excess of two consecutive days.

- (b) Sick leave may accumulate to the extent of three weeks.
- (c) In all other cases of absence from work without permission, no remuneration need be paid by the employer for the time not worked.
- (d) In the case of sick leave being for part of a week, the amount to be paid shall be calculated on a *pro rata* basis.
- (e) Wages paid in respect of sick leave shall not be debited to the employee under sub-clause (b) of clause 10 of this award.

### WAGES.

10. (a) The minimum rate of wages to be paid to employees shall be £9 11s. per week, which shall be adjustable according to cost of living variations as provided in clause 11 of this award.

(b) An account shall be kept of the actual earnings of the employee from all sources as may be mutually agreed upon between employer and employee, and, if at the end of any accounting period (such accounting period not exceeding five weeks), the amount so due to the employee (less the contribution to guarantee fund provided for in clause 6 of this award) be in excess of the total of the amounts paid during such accounting period (excepting amounts paid under clauses 8, 9 and 14 of this award) such excess shall be paid to him within three weeks of the end of such accounting period; if the total of the amounts paid during such accounting period exceeds the actual earnings, the amount of the excess (which shall be known as a commission account debit balance) shall, except as provided in sub-clause (c) hereof, be debited to the next accounting period's account and shall be charged against the future earnings by commission of the employee but shall not otherwise be charged against or claimed from him either during his employment or after the termination thereof.

(c) Any commission account debit balance of an employee of not less than three months' service existing at the end of the accounting period ending nearest to the 1st day of April, 1951, and at the end of the accounting period immediately prior to the end of the month of December, 1951, and thereafter at the end of the accounting period immediately prior to the end of the months of June and December in each year shall not be debited to the next accounting period's account nor otherwise charged against or claimed from the employee either during his employment or after the termination thereof. This sub-clause shall be applied in respect of The Australasian Temperance and General Mutual Life Assurance Society Ltd. as if for the words "December, 1951" there were substituted the words "October, 1951" and as if for the words "June and December" there were substituted the words "April and October."

(d) As from the beginning of the first pay period to commence in April, 1951, and until the beginning of the first pay period to commence in September, 1951, the amount of the premiums which an employee is authorised by his employer to collect shall be such as is at least sufficient to yield at the rate or rates of collecting commission then current under his agreement with his employer a sum of collecting commission of £8 2s. per week (which shall in this sub-clause be called the "said sum"), failing which the employer shall credit the said sum to the account of the employee in lieu of collecting commission.

The said sum shall thereafter be automatically adjusted at the beginning of the first pay period to commence in the months of September and March in each year by multiplying it by the number of shillings in the wage then prescribed by sub-clause (a) of clause 10 of this award (as varied from time to time by clause 11 of this award) and dividing it by 191, the result being taken to the nearest 1s., and upon adjustment such adjusted sum shall, until the next adjustment, be substituted for the said sum.

Any party may apply to the Board of Reference established by this award to vary or nullify such automatic adjustment and the said Board of Reference shall have power to so vary or nullify.

An employee, after giving to the Federal Secretary of the Union written notice of his intention, may apply to his employer for exemption from the operation of

AWARD—LIFE ASSURANCE AGENTS.

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this sub-clause, on compassionate grounds or grounds of special and exceptional hardship (including probable loss of employment) to the employee, and any decision by the employer so to exempt shall be (i) notified in writing by the employer to the Federal Secretary of the Union; (ii) suspended for fourteen days, and (iii) open to review by the Board of Reference on the application of the employee or the Union and such Board may uphold, reverse or vary the employer's decision hereunder and the Board may provide that its decision shall be retrospective to the date of the decision of the employer.

ADJUSTMENT CLAUSE.

11. (a) For work done before the beginning of the first pay period to commence in August, 1951, the rate prescribed by sub-clause (a) of clause 10 of this award shall be paid.

(b) For work done during each future period of or near a half-year beginning with the first pay period to commence in a February or an August, the amount of the said rate shall be adjusted by the following method according to the position and fluctuations, if any, of the Court's retail price index numbers (third series).

For the purposes of this award the expression "Court's retail price index numbers (third series)" or any like expression means the numbers stated to be such index numbers in any document purporting and not proved to be wrongly so purporting to be printed by the Commonwealth Government Printer or to be signed by or on behalf of the Industrial Registrar.

(i) Adjustment is to be based on the equating of index number 103.0 with 103s., the amount assessed upon that number of the Court's declared basic wage per week for an adult male.

(ii) The index number for the six capital cities (weighted average) is to be applied.

(iii) The index number for the six months ending the 31st day of December or the 30th day of June next preceding the period of or near a half-year for which the adjustment is made is to be ascertained.

(iv) The amount of addition or deduction assigned in the following table or in any extension thereof to the index number division comprising such number is to be ascertained.

(v) That assigned amount shall for work done during such period of or near a half-year be added to or deducted from the originally prescribed amount of the rate in accordance with the table.

(vi) The division called original in the following table is that for the amount of the basic wage upon which the rate is to be deemed to have been originally prescribed.

*Table.*  
Original index number division 165.5 — 166.4

Index number divisions for additions.	Amounts of addition or deduction. Per week. s. d.	Index number divisions for deductions.
165.5-166.4	Nil	165.5-166.4
166.5-167.4	1 0	164.5-165.4
167.5-168.4	2 0	163.5-164.4
168.5-169.4	3 0	162.5-163.4
169.5-170.4	4 0	161.5-162.4
170.5-171.4	5 0	160.5-161.4
171.5-172.4	6 0	159.5-160.4
172.5-173.4	7 0	158.5-159.4
173.5-174.4	8 0	157.5-158.4

Any extension of this table must be of the same construction as the table.

PAYMENT OF WAGES.

12. The employee shall be paid weekly in the employer's time.

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BOOKS, STATIONERY, ETC.

13. The employer shall provide free of charge to the employee all duty stamps and postage stamps required for essential correspondence between the employee and the employer, receipt books, stationery and any such like necessities for the correct and proper conduct of the employee's duty, including exchange properly chargeable on cheques.

ALLOWANCES.

14. (a) An employee who uses and maintains his own conveyance on the business of the employer shall be paid an allowance at the rate set out hereunder for such period as the employer determines that the use of such conveyance is necessary for the employer's business—

(i) The rates of weekly allowances shall be—

	£	s.	d.
For a motor car .....	3	10	0
For a motor cycle .....	1	15	0
For a horse or horse and vehicle .....	1	15	0
For a bicycle .....		5	0

(ii) If such conveyance be so used for a lesser period than a week the rates of the allowances payable for each day or part thereof for any such conveyance shall be—

	s.	d.
Motor car .....	14	0
Motor cycle .....	7	0
Horse or horse and vehicle .....	7	0
Bicycle .....	1	0

Provided that when any allowance is payable in terms of this sub-clause the minimum number of days for which the allowance shall be payable shall be two.

(b) The allowance payable in any one week in terms of sub-clause (a) hereof shall not exceed in the aggregate the weekly allowance prescribed in that sub-clause for the type of conveyance so used.

(c) When any allowance is payable in terms of sub-clause (a) hereof for the use of a motor car, whether for a week or less, an additional allowance of 5s. shall be paid for each week of any such period during which a motor car is so maintained except for any weeks during which the employee shall be absent from duty on recreation or sick leave.

(d) When it is necessary for an employee to be away from home on the business of the employer and at the employer's request for a period of twenty-four hours or more he shall be allowed fares actually incurred with the employers' approval. In addition to such fares he shall be allowed the sum of 3s. 6d. for each morning, midday or evening meal taken away from home during such absence, the sum of 10s. for lodging each night during such absence and 2s. garage fees for each night of such absence where the use of a motor car is authorised and a motor car is used. The allowances prescribed under this sub-clause shall be varied from and after the first pay period commencing in March and September of each year by multiplying the allowances by the number of shillings in the wage then prescribed by sub-clause (a) of clause 10 of this award (as varied from time to time by clause 11 of this award) and dividing it by 191 the result being taken to the nearest 3d.

(e) When an employee is required by his employer to rewrite collecting books and satisfactorily does so he shall be paid an allowance at the rate of £4 10s. per annum. Further when an employee is required by his employer to reconcile old collecting books with rewritten collecting books and satisfactorily does so on the forms provided by his employer, he shall be paid an allowance at the rate of £2 per annum. Further when an employee is required by his employer to furnish an itemised statement of credits and arrears of the annual state of policy accounts on his agency and satisfactorily does so on the form provided by his employer he shall be paid an allowance of £1 10s.

(f) Each employee shall be paid an industry allowance of 5s. per week to provide for necessary equipment, footwear, clothing and travelling expenses not

AWARD—LIFE ASSURANCE AGENTS.

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otherwise provided in this award and to compensate for the general conditions appertaining to the work.

PREFERENCE.

15. Subject to all relevant provisions of Acts of Parliament, Statutory regulations, competent rules or orders, an employer in employing or re-employing any person to whom this award applies shall not exercise any discrimination against any members of the Union or against any person who signifies his intention to join the Union.

POSTING.

16. A copy of this award shall be posted and kept posted in a prominent and easily accessible place in each office or branch office of each employer within 28 days of printed copies being issued by the Industrial Registrar. The employer shall give a copy of the award to each employee appointed thereafter who does not report to offices where the award is so posted.

BOARD OF REFERENCE.

17. (a) For the purposes of this award a Board of Reference is hereby constituted and shall consist of one member (who shall be Chairman of the Board) to be nominated from time to time by the Industrial Registrar or his deputy, one member to be nominated from time to time by the union and one member to be nominated from time to time for the respondents by the Chairman or Deputy-Chairman of the Life Offices' Association for Australasia.

(b) The member nominated for the respondents or his substitute shall be a person in the sole and permanent employ of one of the respondents or an officer of the Life Offices' Association for Australasia and the member nominated by the Union or his substitute shall be a financial member of the Union.

(c) Nominations of members must be in writing signed by the nominator and a copy thereof shall be forthwith delivered to the Deputy Industrial Registrar at Sydney or his deputy and to the Federal Secretary of the Union and to the Secretary of the Industrial Section of the Life Offices' Association for Australasia at Sydney.

(d) Meetings of the Board may be convened by seven days notice in writing by the Chairman at the request of any member of the Board and shall be held at such time and place as the Board may from time to time determine but in default of any such determination at the offices of the Deputy Industrial Registrar of the Commonwealth Court of Conciliation and Arbitration Sydney in the State of New South Wales.

(e) Any member of the Board may for a particular hearing or for a period not exceeding two months delegate his powers to a substitute by written notice to the Chairman. This power may not be exercised by the Chairman unless he shall have given written notice of such delegation to the Industrial Registrar or his deputy and the other members of the Board and his substitute shall have been approved by the Industrial Registrar or his deputy.

(f) Matters dealt with by the Board shall be decided by a simple majority of the members. If no meeting of the Board is held within 21 days of the meeting being convened, any party to this award may notify the Industrial Registrar or his deputy of the matter awaiting the decision of the Board in the form of a notification under section 14 of the *Conciliation and Arbitration Act 1904-1950*.

(g) The Chairman shall keep or cause to be kept minutes or a transcript of proceedings before the Board and a copy thereof and of any decision thereon, signed by the Chairman as a correct record shall be supplied to the Industrial Registrar or his deputy and to each of the parties to such proceedings.

(h) The functions of the Board shall be—

- (i) to hear and determine any application pursuant to the provisions of sub-clause (d) of clause 10 of this award;
- (ii) to investigate and to report to a Conciliation Commissioner upon all matters referred to it by him;
- (iii) to settle or determine generally all disputes arising under this award.

(i) Any decision of the Board may be reviewed and altered by a Conciliation Commissioner by way of application to vary or otherwise on the application of any

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### AWARD—LIFE ASSURANCE AGENTS.

[*L. P. Austin, Conc. Commr.*]

party to this award provided that an application in writing for such review be filed with the Industrial Registrar or his deputy within 14 days after such decision or such extended time as the Conciliation Commissioner may allow. Operation of any decision of the Board shall be suspended pending the result of such application.

### RESCISSION OF PREVIOUS AWARD.

18. This award rescinds the award <sup>(1)</sup> made on the 2nd day of February, 1948, by A. R. Wallis, Esquire, Conciliation Commissioner, as varied, but no right obligation or liability accrued or incurred under any such previous award shall be affected hereby.

### OPERATION.

19. This award shall come into operation on the 5th day of February, 1951, and shall remain in force for a period of three years.

### SCHEDULE OF RESPONDENTS.

1. The Australasian Catholic Assurance Company Limited.
2. The Invincible Fire and General Insurance Company Limited.
3. The Australasian Temperance and General Mutual Life Assurance Society Limited.
4. The Australian Metropolitan Life Assurance Company Limited.
5. The Australian Mutual Provident Society.
6. The Colonial Mutual Life Assurance Society Limited.
7. The Mutual Life and Citizens' Assurance Company Limited.
8. The Provident Life Assurance Company Limited.
9. The Commonwealth General Assurance Corporation Limited.

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(1) 60 C.A.R.

In the matter of the *Conciliation and Arbitration Act 1904-1950*  
and of  
THE INDUSTRIAL LIFE ASSURANCE AGENTS UNION  
and  
COMMONWEALTH LIFE (AMALGAMATED) ASSURANCES  
LTD.  
(No. 844 of 1950).

*Industrial dispute, Industrial life assurance agents—Basic wage for adult males—Adjustment of basic wage—Conciliation and Arbitration Act 1904-1950 s.25(b), (d)—Award made.*

Notification of a dispute between the above parties was given pursuant to section 14 of the *Conciliation and Arbitration Act 1904-1950* by the Industrial Life Assurance Agents Union.

1951.  
Melbourne.  
June 5.

Foster, Kirby  
and Dunphy  
JJ.

The dispute sought an order or award in accordance with the pronouncements made by the Court on 12th<sup>(1)</sup>, 24th<sup>(2)</sup> and 31st October, 1950<sup>(3)</sup> and 23rd November, 1950<sup>(4)</sup> *re* the basic wage, and was listed before the Court (Foster, Kirby and Dunphy JJ.), in Melbourne, on 5th June, 1951.

L. T. Mullett, solicitor, for the Industrial Life Assurance Agents Union.

S. Smith for Commonwealth Life (Amalgamated) Assurances Ltd.

On the same day the following award was made by the Court:—  
*Award order and prescribe:—*

TITLE.

1. This award shall be referred to as the "Industrial Life Assurance Agents (Commonwealth Life (Amalgamated) Assurances Limited) Basic Wage award, 1951."

SCOPE OF AWARD.

2. This award relates to the employment of adult employees, wholly or mainly employed or engaged in the industrial life assurance industry in canvassing for industrial and ordinary life assurance policies and/or in collecting the premiums payable by or on behalf of insured persons.

PARTIES BOUND.

3. This award shall be binding upon—  
(a) the Industrial Life Assurance Agents Union and the members thereof; and  
(b) Commonwealth Life (Amalgamated) Assurances Limited as to the employment by it of any person employed on a class of work mentioned in clause 2 of this award whether members of the said Industrial Life Assurance Agents Union or not.

LOCALITY.

4. This award shall apply within the Commonwealth of Australia (other than in the State of Queensland).

BASIC WAGE.

5. (a) An adult male employee covered by this award shall be paid at the rate of £8 per week as a basic wage, being the amount which the Court

(1) 68 C.A.R., p. 757. (2) *Ibid.*, p. 839. (3) *Ibid.*, p. 841. (4) *Ibid.*, p. 842.  
No. A2257.

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### AWARD—INDUSTRIAL LIFE ASSURANCE AGENTS (COMMON-WEALTH LIFE-AMALGAMATED-ASSURANCES LIMITED) BASIC WAGE.

*The Court.]*

declares to be just and reasonable without regard to any circumstance pertaining to the work upon which or the industry in which he is employed.

- (b) (i) For work done before the beginning of the first pay period to commence in May, 1951, the amount of the basic wage prescribed in sub-clause (a) hereof shall be paid.
- (ii) For work done during each future period of or near a half-year beginning with the first pay period to commence in a May or a November, the amount of the said basic wage shall be adjusted by the following method according to the position and fluctuations (if any) of the Court's retail price index numbers (third series).

For the purposes of this award the expression "Court's retail price index numbers (third series)" or any like expression means the numbers stated to be such index numbers in any document purporting and not proved to be wrongly so purporting to be printed by the Commonwealth Government Printer or to be signed by or on behalf of the Industrial Registrar.

- (1) Adjustment is to be based upon the equating of index number 103.0 with 103s., the amount assessed upon that number of the Court's declared basic wage per week.
- (2) The index number set to be applied is that of the six capital cities (weighted average).
- (3) The index number for the six months ending the 31st day of March or the 30th day of September next preceding the period of or near a half-year for which the adjustment is made is to be ascertained.
- (4) The amount assigned in the following table or in any extension thereof to the index number division comprising such number is to be ascertained.
- (5) The basic wage for adult male employees shall be of that assigned amount during such successive period of or near a half-year.

*Table.*

Index number divisions.	Basic wage (adjustable).	Index number divisions.	Basic wage (adjustable).
	Per week.		Per week.
	£ s. d.		£ s. d.
120.5-121.4	6 1 0	139.5-140.4	7 0 0
121.5-122.4	6 2 0	140.5-141.4	7 1 0
122.5-123.4	6 3 0	141.5-142.4	7 2 0
123.5-124.4	6 4 0	142.5-143.4	7 3 0
124.5-125.4	6 5 0	143.5-144.4	7 4 0
125.5-126.4	6 6 0	144.5-145.4	7 5 0
126.5-127.4	6 7 0	145.5-146.4	7 6 0
127.5-128.4	6 8 0	146.5-147.4	7 7 0
128.5-129.4	6 9 0	147.5-148.4	7 8 0
129.5-130.4	6 10 0	148.5-149.4	7 9 0
130.5-131.4	6 11 0	149.5-150.4	7 10 0
131.5-132.4	6 12 0	150.5-151.4	7 11 0
132.5-133.4	6 13 0	151.5-152.4	7 12 0
133.5-134.4	6 14 0	152.5-153.4	7 13 0
134.5-135.4	6 15 0	153.5-154.4	7 14 0
135.5-136.4	6 16 0	154.5-155.4	7 15 0
136.5-137.4	6 17 0	155.5-156.4	7 16 0
137.5-138.4	6 18 0	156.5-157.4	7 17 0
138.5-139.4	6 19 0	157.5-158.4	7 18 0



Exhibit G Assurance Agents Awards

AWARD—INDUSTRIAL LIFE ASSURANCE AGENTS (COMMON-WEALTH LIFE-AMALGAMATED-ASSURANCES LIMITED) BASIC WAGE.

[The Court.

Table—continued.

Index number divisions.	Basic wage (adjustable).		Index number divisions.	Basic wage (adjustable).	
	Per week.			Per week.	
	£	s. d.		£	s. d.
158.5-159.4	7	19 0	180.5-181.4	9	1 0
159.5-160.4	8	0 0	181.5-182.4	9	2 0
160.5-161.4	8	1 0	182.5-183.4	9	3 0
161.5-162.4	8	2 0	183.5-184.4	9	4 0
162.5-163.4	8	3 0	184.5-185.4	9	5 0
163.5-164.4	8	4 0	185.5-186.4	9	6 0
164.5-165.4	8	5 0	186.5-187.4	9	7 0
165.5-166.4	8	6 0	187.5-188.4	9	8 0
166.5-167.4	8	7 0	188.5-189.4	9	9 0
167.5-168.4	8	8 0	189.5-190.4	9	10 0
168.5-169.4	8	9 0	190.5-191.4	9	11 0
169.5-170.4	8	10 0	191.5-192.4	9	12 0
170.5-171.4	8	11 0	192.5-193.4	9	13 0
171.5-172.4	8	12 0	193.5-194.4	9	14 0
172.5-173.4	8	13 0	194.5-195.4	9	15 0
173.5-174.4	8	14 0	195.5-196.4	9	16 0
174.5-175.4	8	15 0	196.5-197.4	9	17 0
175.5-176.4	8	16 0	197.5-198.4	9	18 0
176.5-177.4	8	17 0	198.5-199.4	9	19 0
177.5-178.4	8	18 0	199.5-200.4	10	0 0
178.5-179.4	8	19 0	200.5-201.4	10	1 0
179.5-180.4	9	0 0	201.5-202.4	10	2 0

Any extension of this table must be of the same construction as the table.

DURATION OF AWARD.

6. This award shall come into operation as from the 15th day of December, 1950, and shall continue in force until the 15th day of December, 1951.

In the matter of the *Conciliation and Arbitration Act* 1904-1952

and of

THE LIFE ASSURANCE AGENTS AWARD, 1951

(No. 185 of 1950).

(No. 336 of 1952).

*Variation of award, Life assurance agents—Basis of wage fixation—Provision for minimum commission payment—Factors governing collections—Award varied.*

1952. On 30th May, 1952, an application was filed on behalf of the  
Melbourne. Australian Mutual Provident Society and others for an order further  
June 11-13. varying the above award dated 21st March, 1951<sup>(1)</sup>.

M. Stewart, Conciliation Commissioner. The application came on for hearing before Murray M. Stewart,  
June 30: Esquire, Conciliation Commissioner, in Melbourne, on 11th June,  
July 1, 2, 7.

A. Mooney, 1952.

G. D. Browne for the Australian Mutual Provident Society  
and others.

S. Beatty for the Industrial Life Assurance Agents Union.

On 13th June, 1952, the Conciliation Commissioner adjourned the matter *sine die*.

The application again came on for hearing before G. A. Mooney, Esquire, Chief Conciliation Commissioner, in Melbourne, on 30th June, 1952.

G. D. Browne for the Australian Mutual Provident Society and others.

S. Beatty for the Industrial Life Assurance Agents Union.

On 7th July, 1952, the Chief Conciliation Commissioner issued the following decision and made the order hereinafter appearing:—

This is an application by a number of Insurance Companies, respondents to the above award, for a variation of sub-clause (d) of clause 10 thereof and for certain consequential alterations relating to the powers of the Board of Reference.

The award prescribes the wages and conditions of industrial insurance agents who generally are both collectors of insurance premiums and the obtainers of new business and was made by Mr. Conciliation Commissioner Austin in March, 1951; it is to remain in force for three years.

By sub-clause (a) of clause 10 the minimum wage of agents was fixed at £9. 11s. per week and is subject to the usual adjustments in accordance with the changes in the basic wage, which at the time was £8. 6s.; therefore the margin is £1. 5s.

Part of the wage comes from collections, but the amount collected by each agent varies according to the size of the "book." The rate of commission was, at the time of the award, 11½ per cent., and therefore the commission in a £60 "book" was £6. 15s.; on a £72 "book," £8. 2s.; a £78 "book," £8. 16s. The difference between the amount

<sup>(1)</sup> 70 C.A.R., p. 712.

## VARIATION—LIFE ASSURANCE AGENTS AWARD.

[G. A. Mooney, *Chief Conc. Commr.*]

of the commission on the "book" and the minimum wage is to be made up with commission on new business and any commissions over and above that necessary for that purpose is paid to the agent, but not on a weekly basis, there being an accounting period of five weeks at the end of which an account is taken and any moneys earned in excess of £9. 11s. per week is paid to the agent, he having received in the meantime the weekly payment of £9. 11s.

It will be seen therefore, that an agent with a £60 "book" was expected to write new business bringing in commission equal to £2. 16s. per week before he was entitled to receive payment in excess of £9. 11s.; the agent with a £72 "book," £1. 9s. per week; a £78 "book," 15s. per week and on a "book" of £86, nothing. This is, of course, provided the agent kept the "book" at the figure stated by replacing lapses with new business of an equal amount.

By the award, Mr. Conciliation Commissioner Austin introduced a new principle by providing that there should be a minimum collecting commission of £8. 2s., irrespective of the size of the "book," and having no relation to the time the agent must necessarily expend on the collection of the "book." It will thus be seen that each agent was to be credited with a commission of £8. 2s. even though the fixed rate of commission would only return, in the case of a £60 "book," the sum of £6. 15s.; thus, in effect, increasing the commission rate on that "book" from 2s. 3d. in the £1 to approximately 2s. 8d. in the £1. In addition, it was prescribed that the minimum collecting commission should be adjusted half-yearly in similar manner to that of the basic wage. Since then, two adjustments should have been made—the first increasing the minimum to £8. 16s., and the second to £9. 15s.

For reasons which the Companies apparently thought good and sufficient, they did not make the adjustments beyond the £8.2s. originally fixed. In October last year they applied to Mr. Conciliation Commission Stewart for a variation of the award to eliminate the whole provision for a minimum commission payment, but not, of course, the minimum wage. This application was refused<sup>(1)</sup> in March of this year and following unsuccessful conferences with the agents' organization, the Companies made this application.

It has been the practice of the Arbitration Court for years—and for me it still is the rule—not to vary an award during the term for which it is expressed to remain in force unless circumstances have arisen since the date of the award which render some term of it unjust, and therefore an application to eliminate the principle of a minimum collecting commission before the term expired would not have been entertained, but the same considerations do not apply to the present application, for, in his award, Mr. Austin provided that a Board of Reference (subject to an appeal to a Commissioner) could vary or nullify the automatic adjustment, thereby indicating clearly

<sup>(1)</sup> 73 C.A.R., p. 608.

## VARIATION—LIFE ASSURANCE AGENTS AWARD.

*G. A. Mooney, Chief Conc. Commr.]*

that the matter of varying or setting aside automatic adjustments was not to be subject to the rule mentioned.

I wish it to be understood that I am expressing no opinion on the merit or otherwise of the insertion of the minimum collecting provision. It is in the award and I would not, during the currency thereof, consider its elimination, but the fact that the introduction of it resulted in the closing of at least 747 agencies with the loss of employment to a large number of men is a matter to be taken into consideration when dealing with the question of the automatic or any adjustment of the amount originally specified.

The introduction of this principle resulted in a large re-organization of the "books" and any further large increases must, I believe, result in further re-organization and further loss of employment.

The minimum wage is for a person engaged as a canvasser and/or collector and is therefore for a person working in the dual capacity. The hours are fixed at 40 per week, but there is no way of ascertaining with any great degree of accuracy the time which a man is occupied in either capacity. Evidence given at previous hearings as to the time is rather scrappy but it seems to support a time equivalent from two to three days.

In fixing a minimum commission of £8. 2s. and the wage at £9. 11s., Mr. Austin (if he directed his mind to this question at all—Mr. Beatty for the Union stated that the amount of £8. 2s. was an arbitrary amount, but he may not know) seemed to conclude that the agent would be acting as collector on the whole for about 162/191ths of his time, or slightly over 34 hours per week, or 4 days 2 hours.

It is clear that times of collecting even for a "book" of the same amount must vary greatly according to the man, the locality (dense or dispersed), the amount of the premium per call, and the method of collecting, whether weekly, fortnightly or partly one or the other, or at some other intervals, but I would take some convincing that generally a £60 or £72 "book" would take anything like four days per week to collect—three would probably be nearer the mark.

Assuming that the time taken is  $3\frac{1}{4}$  days, equal to  $13/20$ ths of the weekly hours of 40 prescribed, then, as the minimum wage is the basic wage plus 25s. per week—a total at present of £11. 10s.— $13/20$ ths of that amount is £7. 9s. 6d., so that if this method of calculation has been adopted, the minimum collecting commission at the time it was fixed at £8. 2s., would have been £6. 4s. I have not, however, been asked to reduce the amount of £8. 2s., and for the reasons mentioned earlier would not have done so during the currency of the award, but I am satisfied that the automatic adjustments should be annulled without relieving the employers of the obligation to pay to agents any moneys found to be due, and which should have been paid to them had the adjustments actually been made. This obligation, of

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course, only extends up to the date of the operation of the variation hereunder written.

I order and prescribe as follows:—

*Order and prescribe:—*

That the said award be and the same is hereby varied in manner following that is to say:—

I. By deleting the first three paragraphs of sub-clause (d) of clause 10 and by inserting in lieu thereof the following:—

As from the 12th day of July, 1952, the amount of the premiums which an employee is authorised by his employer to collect shall be such as is at least sufficient to yield at the rate or rates of collecting commission then current under his agreement with the employer, a sum of collecting commission of £8. 2s. per week, failing which the employer shall credit that amount to the account of the employee in lieu of collecting commission.

II. The foregoing variation shall come into operation as on and from the 12th day of July, 1952.

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In the matter of the *Conciliation and Arbitration Act 1904-1952*

and of

THE AUSTRALIAN INSURANCE STAFFS FEDERATION  
Claimant

and

MUTUAL LIFE AND CITIZENS ASSURANCE CO. LTD.  
and others  
Respondents

(No. 509 of 1951).

*Industrial dispute, Insurance officers, Life superintendents—Salaries and working conditions—Award made.*

1951.  
Melbourne.  
Oct. 22-25;  
Nov. 7-9.  
1952.  
Aug. 15.  
Notification of a dispute between the above parties was given pursuant to section 14 of the *Conciliation and Arbitration Act 1904-1950* by the Australian Insurance Staffs Federation.

M. Stewart,  
Conciliation  
Commissioner.  
A compulsory conference with respect to this dispute was held before Murray M. Stewart, Esquire, Conciliation Commissioner, but no agreement was reached in settlement thereof.

The dispute thereupon came on for hearing before Murray M. Stewart, Esquire, Conciliation Commissioner, in Melbourne, on 22nd October, 1951.

*A. C. Beard* for the Australian Insurance Staffs Federation.  
*G. D. Browne* for Mutual Life and Citizens Assurance Co. Ltd. and others.

On 15th August, 1952, the Conciliation Commissioner issued the following decision and made the award hereinafter appearing:—

In this matter the claimant, the Australian Insurance Staffs Federation, presents for determination a dispute based on claims made by it in relation to the employment by the respondent life assurance companies of members of the Federation known as "life superintendents."

A considerable body of oral evidence was tendered by the thirteen witnesses produced on behalf of the claimant, together with documentary evidence and argument in support of the claims. The claim was firmly opposed by the separate companies. At my request, the parties met in conference, but, contrary to my hopes, the outcome has not been a concluded agreement between the disputants.

A careful consideration of the material placed before me has brought me to the conclusion that since I last had comparable claims before me the position of these officers of the Life Offices has altered to an extent which calls for a revision in the rates of salary. In its opposition to the claims generally, it was claimed on behalf of the respondents that these officers were in a position to augment their respective incomes by writing new business for their respective employers, thereby earning commission conditioned on the volume of such new business written, to use an expression current in their

No. A2779.

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mutual relationship. The evidence as to the amounts earned by the respective officers was rather vague in character, but did not indicate any standard or average additions to salary from this source.

In the result, I have come to the conclusion that an increase in the weekly salary of these officers of 30s. is requisite to meet the position with substantial wage justice to them.

I think it unnecessary to set forth the various factors that have led me to this opinion. I should say, however, that one factor which has pressed upon me is the desirability of substantially maintaining the relativity between these supervising officers and members of the indoor clerical staffs of the companies to whose remuneration the salaries of these officers was earlier related. The award issued herewith incorporates the provision for increased remuneration already indicated.

So far as other matters covered by the claims are concerned, the award now issued does not make any substantial variation in the provisions of the award current at the time when this dispute was heard.

*Award order and prescribe:—*

#### TITLE.

1. This award shall be referred to as "The Insurance Officers (Life Superintendents) award, 1952."

#### ARRANGEMENT.

2. The arrangement of this award is as follows:—

Clause number.	Subject matter.
1.	Title.
2.	Arrangement.
3.	Definitions.
4.	Basic wage.
5.	Marginal salary rates.
6.	Hours.
7.	Public holidays.
8.	Recreation leave.
9.	Sick leave.
10.	Allowances.
11.	Termination of employment.
12.	Payment of salaries.
13.	General.
14.	Preference.
15.	Board of Reference.
16.	Previous awards superseded.
17.	Application of award.
18.	Operation of award.
19.	Respondents bound by award.

#### DEFINITIONS.

3. (a) "Employer" shall mean any life assurance company or society, carrying on industrial life assurance business in the Commonwealth of Australia or its Territories, which is a party to this award.

(b) "Industrial life assurance" shall mean the type of life assurance upon which the premiums are, by the terms of the policy, made payable at intervals of less than two months and are contracted to be received or are usually received by means of collectors in the service of the employer.

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(c) "Officer" shall mean any person commonly known as a superintendent who is on the outdoor staff of any employer, who is appointed to a defined area and employed in supervising and assisting a group of industrial life assurance agents in their agency activities and in such other duties incidental to the business as may be required by the employer.

(d) "Industrial life assurance agent" shall mean an agent engaged in canvassing for industrial life assurance policies and/or in collecting premiums thereon.

(e) "Years of service" as a superintendent with any company shall be deemed to be years of service with such company, and any period heretofore or hereafter spent by an officer in compulsory military training or on active service, in any way during such service shall be counted as service.

### BASIC WAGE.

4. (a) Notwithstanding anything to the contrary contained in this award, an adult male officer (other than an officer in respect of whom a certificate under section 56(3) of the Act is in force) shall be paid at the rate of £10 10s. per week as a basic wage being the amount which the Court declares to be just and reasonable without regard to any circumstance pertaining to the work upon which or the industry in which he is employed.

(b)(i) For work done before the beginning of the first pay period to commence in May, 1952, the amount of the basic wage prescribed in sub-clause (a) hereof shall be paid.

(ii) For work done during each future period of or near a quarter beginning with the first pay period to commence in a May, an August, a November or a February, the amount of the said basic wage shall be adjusted by the following method according to the position and fluctuations (if any) of the Court's retail price index numbers (third series).

For the purposes of this award the expression "Court's retail price index number (third series)" or any like expression means the numbers stated to be such index numbers in any document purporting and not proved to be wrongly so purporting to be printed by the Commonwealth Government Printer or to be signed by or on behalf of the Industrial Registrar.

(1) Adjustment is to be based upon the equating of index number 103.0 with 103s., the amount assessed upon that number of the Court's declared basic wage per week.

(2) The index number set to be applied is that for the six capital cities (weighted average).

(3) The index number for the calendar quarter next preceding the period of or near a quarter for which the adjustment is made is to be ascertained.

(4) The amount assigned in the following table or in any extension thereof to the index number division comprising such number is to be ascertained.

(5) The basic wage for adult male officers shall be of that assigned amount during such successive period of or near a quarter.

*Table.*

Index number divisions.	Basic wage (adjustable).	Index number divisions.	Basic wage (adjustable).
	Per week.		Per week.
	£ s. d.		£ s. d.
179.5-180.4	9 0 0	190.5-191.4	9 11 0
180.5-181.4	9 1 0	191.5-192.4	9 12 0
181.5-182.4	9 2 0	192.5-193.4	9 13 0
182.5-183.4	9 3 0	193.5-194.4	9 14 0
183.5-184.4	9 4 0	194.5-195.4	9 15 0
184.5-185.4	9 5 0	195.5-196.4	9 16 0
185.5-186.4	9 6 0	196.5-197.4	9 17 0
186.5-187.4	9 7 0	197.5-198.4	9 18 0
187.5-188.4	9 8 0	198.5-199.4	9 19 0
188.5-189.4	9 9 0	199.5-200.4	10 0 0
189.5-190.4	9 10 0	200.5-201.4	10 1 0



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Table—continued.

Index number divisions.	Basic wage (adjustable). Per week. £ s. d.	Index number divisions.	Basic wage (adjustable). Per week. £ s. d.
201.5-202.4	10 2 0	219.5-220.4	11 0 0
202.5-203.4	10 3 0	220.5-221.4	11 1 0
203.5-204.4	10 4 0	221.5-222.4	11 2 0
204.5-205.4	10 5 0	222.5-223.4	11 3 0
205.5-206.4	10 6 0	223.5-224.4	11 4 0
206.5-207.4	10 7 0	224.5-225.4	11 5 0
207.5-208.4	10 8 0	225.5-226.4	11 6 0
208.5-209.4	10 9 0	226.5-227.4	11 7 0
209.5-210.4	10 10 0	227.5-228.4	11 8 0
210.5-211.4	10 11 0	228.5-229.4	11 9 0
211.5-212.4	10 12 0	229.5-230.4	11 10 0
212.5-213.4	10 13 0	230.5-231.4	11 11 0
213.5-214.4	10 14 0	231.5-232.4	11 12 0
214.5-215.4	10 15 0	232.5-233.4	11 13 0
215.5-216.4	10 16 0	233.5-234.4	11 14 0
216.5-217.4	10 17 0	234.5-235.4	11 15 0
217.5-218.4	10 18 0	235.5-236.4	11 16 0
218.5-219.4	10 19 0	236.5-237.4	11 17 0

Any extension of this table must be of the same construction as the table.

MARGINAL SALARY RATES.

5. (a) In addition to the basic wage prescribed by clause 4 of this award the following marginal rates shall be paid:—

	Per week. £ s. d.
At commencement of service as a superintendent .....	5 0 0
After five years' service as a superintendent .....	5 8 6
After ten years' service as a superintendent .....	5 17 0
After fifteen years' service as a superintendent .....	6 6 0

(b) Salary shall be exclusive of any expenses incurred in the discharge of the officers' duties. All such expenses shall be as provided in clause 10 of this award.

HOURS.

6. The ordinary working hours for officers shall not exceed 80 in any one fortnight and these hours may, with the approval of the employer, be worked at any time.

PUBLIC HOLIDAYS.

7 (a) Officers working under this award shall receive the following days off as holidays without any deduction of pay:—

New Year's Day, Australia Day, Labour Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, King's Birthday, Christmas Day, Boxing Day or such other day as is generally observed in the locality as a substitute for any of the said days respectively and any day which is gazetted as a public holiday in the State in which he is employed.

(b) In South Australia, Commemoration Day (the 28th day of December) shall be granted instead of Boxing Day.

(c) Where any such holiday falls during a period of annual leave an extra day shall be added to the annual leave of the officer concerned.

RECREATION LEAVE.

8. (a) Every officer shall be entitled to three consecutive weeks' recreation leave at the end of each full year of service on full salary. Recreation leave shall be in addition to all gazetted public holidays. By mutual agreement between the employer and the officer concerned the leave may be taken in two periods.

(b) In the event of it being found impracticable to grant such leave in any year, the officer concerned shall in the following year be granted three weeks' leave in addition to the leave for such year

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(c) Leave shall not accumulate for more than two years.

(d) Any officer whose services are dispensed with (except for misconduct which would justify instant dismissal) or who leaves the service of any employer during the course of any annual period shall be entitled to leave *pro rata* herewith in respect of any period worked for which leave has not been taken.

(e) Where the prevailing custom at the time of this award is to allow leave to accumulate, the rights of all officers in respect of any deferred or accumulated leave which may have accrued to them prior to this award shall be preserved.

SICK LEAVE.

9. In the case of absence from work through sickness of an officer, the employer shall pay the officer who produces a doctor's certificate or other evidence that may be considered satisfactory by the employer his full wages for the time so absent but in no case shall the liability of the employer exceed two weeks' wages in any one year. In all other cases of absence from duty without permission, no remuneration need be paid by the employer for the time not worked: Provided that no officer shall be required to produce a doctor's certificate unless such officer has been absent through sickness for a period in excess of two days.

ALLOWANCES.

10. (a) When it is necessary for an officer to be away from home on the business of the employer for a period of 24 hours or more, he shall be allowed all fares. Such fares shall be saloon when travelling by boat and first-class travelling by rail. In addition to fares he shall be allowed a minimum of £1 2s. 6d. for each period of 24 hours or additional part thereof with a maximum of £5 in any one week; provided that where expenses in excess of these stipulated amounts are reasonably incurred, the superintendent shall be reimbursed all such additional expenses.

(b) The employer may provide and maintain all motor cars for use in the employer's business. If an officer, however, has acquired or acquires a motor car and maintains such motor car and the main and substantial purpose of such acquisition and maintenance (proof whereof shall rest upon him) is for use in the employer's business and not for the private use of the officer, then such officer shall be entitled to be paid an allowance of £2 7s. 6d. per week for each and every week (except any weeks in excess of four in any year during which the officer shall be absent from duty on sick or recreation leave) during which he maintains such motor car for the said purpose. The employer shall decide from time to time the extent to which such motor car is to be used and shall pay the officer the cost of requisite petrol in addition to the allowance. By way of further amount the officer shall be paid an amount of 7s. 6d. per week to cover any expenses in each week which he incurs on the employer's business other than in connection with his motor car with the approval of the employer.

An employer may at any time direct that thereafter the further maintenance of an officer's car on the employer's business is no longer necessary, and in such case the employer shall continue to pay the officer the said weekly allowance of £2 7s. 6d. per week for such motor car until such time as the officer can reasonably dispose of such motor car or until the expiration of the then current registration, whichever is the earlier.

(c) Any dispute as to the purpose for which an officer acquired or acquires a motor car shall be decided by the Board of Reference and in hearing and determining any such dispute—

- (i) in cases where the officer owned such motor car on the 17th day of August, 1942, and still owns and maintains it (or some other motor car which has been acquired to replace such motor car) after the date of the coming into operation of this award, and such officer satisfies the Board of Reference that he had in fact prior to the first-mentioned date used such motor car on the business of the employer (but not merely for the purpose of travelling to and from his home to his area) as a general practice upon at least three days per week

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(whether used for the whole of each day or part thereof) then the Board may accept such facts as *prima facie* proof that such officer acquired such motor car and maintains it (or some other motor car which has been acquired to replace such motor car) after the date of the coming into operation of this award for the purpose aforesaid and the onus shall be then on the employer to satisfy the Board to the contrary.

- (ii) in cases where the officer has acquired or shall acquire a motor car after the said 17th day of August, 1942, the officer shall not be deemed to have acquired and to maintain such motor car for the purpose aforesaid unless he satisfies the Board that his employer either expressly or by implication approved of and concurred in such acquisition and maintenance. This provision shall not apply where an officer has acquired or shall acquire after the said date a motor car to replace a motor car which was acquired and maintained by him prior to the said date for use in his employer's business as set out in paragraph (i) hereof.

(d) (i) In cases not expressly covered by sub-clauses (a) and (b) hereof, an officer shall be paid each week an amount for general expenses (including fares) as mutually agreed upon between the employer and officers; provided, however, that such officer shall in no case be paid less than £1 5s. per week. In default of agreement between an officer and employer as to the amount (if any) above such minimum to be paid to such officer, the Board of Reference shall determine such amount.

(ii) Each officer shall be reimbursed for amounts reasonably expended by him on his employer's business in postage and telephone calls.

(iii) In any case not coming within paragraphs (i) and (ii) hereof where an officer desires to use his own motor car on any day for the business of the employer and obtains the prior approval of the employer for such use, the employer shall determine the amount of petrol to be purchased by such officer for such day's use and shall reimburse the officer the cost of such petrol and in addition the officer shall be paid in each week the weekly allowance under this sub-clause.

(e) Any employer or the Australian Insurance Staffs' Federation after twelve months from the date of coming into operation of this award shall (without prejudice to its ordinary right to apply for a variation) have the right to apply for a review of the terms and/or conditions of this clause.

(f) In no circumstances shall an employer require an officer to purchase a conveyance on the hire-purchase principle or otherwise.

(g) Where a conveyance is purchased by the officer, the employer shall not charge the officer any interest on the advance (if any) made by the employer to finance such purchase. Repayments (if any) will be on account of principal only.

### TERMINATION OF EMPLOYMENT.

11. The employment of any officer shall not be terminated without at least two weeks' notice being given by the employer to the officer and an officer shall likewise give to the employer at least two weeks' notice of his intention to terminate his employment. If such notice be not given by the employer, two weeks' salary shall be paid and if an officer leaves without giving such notice he shall forfeit two weeks' salary.

Provided that the employment may be terminated by an employer for misconduct justifying instant dismissal without liability to pay for more than time actually worked.

### PAYMENT OF SALARIES.

12. (a) All salaries, allowances and expenses shall be paid at least once a fortnight on each employer's existing recognised pay day.

(b) Officers going on recreation leave shall be paid for such recreation leave before departure.

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#### GENERAL.

13. Until his existing agreement with his employer is terminated under the terms and provisions therein contained and subject to such terms and provisions, no officer shall, as a result of the provisions contained herein, suffer any loss of wages, salary allowance benefits, concessions, privileges or position to which he may be entitled under such agreement.

#### PREFERENCE.

14. The employers undertaking not to discriminate against the members of the Federation aforesaid, no express stipulation for preference in favour of such members is included in this award.

#### BOARD OF REFERENCE.

15. (a) There shall be a Board of Reference established in Melbourne in the State of Victoria. The Board shall consist of three representatives of the employers and three of the officers and a chairman. When it is desired by either party to refer any matter to the Board, the party desiring the reference shall notify the other party of the matter or matters to be referred. Such notice shall, when the reference is by the officers, be given to the Honorary Secretary or Deputy Honorary Secretary, as the case may be, of the Life Offices' Association in the State of Victoria and to such other persons as the employers may nominate, and when the reference is by the employers, to the General Secretary of the Federation. The Chairman shall be mutually agreed upon but failing agreement shall be the Industrial Registrar or the Deputy Industrial Registrar for the State of Victoria.

(b) The meetings of the Board shall take place as agreed upon between the parties to the reference, but failing agreement, as the Industrial Registrar or Deputy Industrial Registrar shall decide.

(c) At the meetings of the Board of Reference, three representatives and the Chairman shall form a quorum.

(d) Either party may at any time change its representatives.

(e) The Board of Reference shall have power to deal with matters between the parties arising under this award and more specifically the following matters:—

(i) Disputes as to expenses payable under this award including disputes as to the necessity for acquisition or use by the superintendent of a motor car.

(ii) Complaints as to wrongful dismissal from employment.

(iii) Complaints that the circumstances of employment generally or in specific cases have been altered by one party without the concurrence of the other party thereby affected.

(f) There shall be a right of appeal to a Conciliation Commissioner from any decision of a Board of Reference. Notice of such appeal shall be given to the Commissioner and to the opposing party within 14 days of such decision and the appeal shall be lodged within seven days thereafter, but the Commissioner may give extended time for such notice and appeal.

(g) Nothing in this clause shall take away from any party the right to apply to the Court or a Conciliation Commissioner for variation or interpretation of this award.

#### PREVIOUS AWARDS SUPERSEDED.

16. This award shall supersede all previous awards and/or orders made in regard to life superintendents in the employ of respondent employers but no right, obligation or liability accrued or incurred under any such previous awards and/or orders shall be affected hereby.

#### APPLICATION OF AWARD.

17. This award shall apply to all officers (as defined in clause 3 of this award) employed by any life assurance company or society named in the schedule hereto so far as it carries on industrial life assurance business in the Commonwealth of Australia or its Territories.

#### OPERATION OF AWARD.

18. (a) This award, as to the payment of basic and marginal salaries hereby prescribed, shall operate as from the beginning of the first pay period to commence

## Exhibit G Assurance Agents Awards

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### AWARD — INSURANCE OFFICERS (LIFE SUPERINTENDENTS).

*[M. M. Stewart, Conc. Commr.]*

in the month of April, 1952, and otherwise as from the beginning of the first pay period to commence on or after the 15th day of August, 1952.

(b) This award shall continue in force for a period of two years from the 15th day of August, 1952.

### SCHEDULE — RESPONDENTS BOUND BY AWARD.

19. This award shall be binding on the following respondents:—

Australasian Catholic Assurance Co. Ltd., 66 King Street, Sydney.

Australasian Temperance and General Mutual Life Assurance Society Ltd., The, Collins and Russell Streets, Melbourne.

Australian Metropolitan Life Assurance Co. Ltd., The, Metropolitan Building, Hunter and Bligh Streets, Sydney.

Colonial Mutual Life Assurance Society Ltd., The, 316 Collins Street, Melbourne.

Mutual Life and Citizens' Assurance Co. Ltd., The, Martin Place and Castlereagh Street, Sydney.

Provident Life Assurance Co. Ltd., The, 72 Pitt Street, Sydney.

IN THE COMMONWEALTH CONCILIATION AND ARBITRATION COMMISSION

In the matter of the Conciliation and Arbitration Act 1904-1970 and of

THE AUSTRALIAN INSURANCE STAFFS FEDERATION

v.

Claimant

AUSTRALIAN TEMPERANCE AND GENERAL MUTUAL LIFE ASSURANCE SOCIETY LTD and others

Respondents

(C No. 2299 of 1969)

Industrial dispute—Salaries and working conditions for life assurance agents—Award made by consent.

Notification of a dispute between the above parties was given pursuant to section 28 of the Conciliation and Arbitration Act 1904-1970 by The Australian Insurance Staffs Federation.

1970.  
MELBOURNE  
Dec. 1.  
Commr  
Portus.

The dispute came on for hearing before the Commonwealth Conciliation and Arbitration Commission (Commissioner Portus) in Melbourne on 1 December 1970.

K. H. McLeod for The Australian Insurance Staffs Federation.

G. D. Browne for the Australian Temperance and General Mutual Life Assurance Society Limited and others.

On the same day the following award was made by the Commission:

Award order and prescribe by consent:

1—TITLE

This award shall be known as the 'Life Assurance Collector Agents Award 1970'.

2—ARRANGEMENT OF AWARD

Clause number	Subject matter
1	Title
2	Arrangement of award
3	Application of award
4	Definitions
5	Termination of service
6	Terms of engagement
7	Hours
8	Annual leave
9	Sick leave
10	Wages
11	Payment for annual leave and sick leave
12	Books, stationery, etc.
13	Allowances
14	Public holidays
15	Preference
16	Posting
17	Board of Reference
18	Operation

3—APPLICATION OF AWARD

This award shall apply to all employees (as defined in clause 4 of this award) employed by any life assurance company or society whose name is set out in the schedule hereto so far as it carries on collector life assurance business in the Commonwealth of Australia or its territories.

AWARD—LIFE ASSURANCE COLLECTOR AGENTS

*Commr Portus*]

4—DEFINITIONS

(a) 'Employer' shall mean any life assurance company or society party hereto carrying on collector life assurance business in the Commonwealth of Australia or its territories.

(b) 'Employee' shall mean any person wholly or mainly employed in canvassing for and/or in collecting premiums payable on collector life assurance policies and who may be required by his employer to canvass for and/or collect premiums payable on any other types of life assurance policies.

(c) 'Collector Life Assurance' shall mean the type of life assurance upon which the premiums are by the terms of the policy made payable at intervals of less than two months and are contracted to be received or are usually received by means of collectors in the service of the employer.

(d) The male includes the female.

(e) 'Federation' shall mean The Australian Insurance Staffs Federation.

(f) Where for the purposes of this award a weekly rate of payment is specified, the appropriate daily rate is to be obtained by dividing the weekly rate by five.

5—TERMINATION OF SERVICE

The employment of an employee shall not be terminated in the case of an employee with 10 or more years of service without at least two weeks' notice in writing and, in the case of an employee with less than 10 years of service, without at least one week's notice in writing being given by the employer and an employee shall give to the employer at least one week's notice in writing of his intention to terminate his employment. If one or two weeks' notice, as the case requires, be not given by the employer, one or two weeks' wages, as the case may be, shall be paid and if an employee leaves without giving one week's notice, he shall forfeit one week's wages: provided that the employment may be terminated by an employer for misconduct justifying instant dismissal without liability to pay for more than time actually worked.

6—TERMS OF ENGAGEMENT

(a) The engagement shall be subject to the condition that the employer may deduct from earnings 10 per cent of the total remuneration from all sources provided that the award wage is not reduced thereby, until the sum so held equals \$150 and that this sum shall be held by the employer to guarantee the employee'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 employee (whether before or after the commencement of this award) shall count towards the sum of \$150 aforesaid and the employee shall at any time upon reasonable notice be entitled to withdraw the excess over \$150 of any such sum.

(ii) Until such time as the sum, if any, received as aforesaid by way of deduction or otherwise amounts to the sum of \$150 aforesaid, the employee shall (unless he has already provided security to the satisfaction of the employer) provide such other lawful security not exceeding \$150 as may be mutually agreed upon between him and the employer.

(b) The employee shall be credited with interest half-yearly at the rate of 5 per cent per annum on the sum of \$150 aforesaid or any part thereof and the employee shall be entitled to be paid such interest half-yearly if he so desires.

(c) The employer shall refund to the employee 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 this clause.

(d) Where any employer elects not to make the deduction of 10 per cent as aforesaid such employer may require the employee 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 employees 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 affected only by business introduced by the employee and/or business for which he has received credit in his account referred to in sub-clause (b) of clause 10 of this award.

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### AWARD—LIFE ASSURANCE COLLECTOR AGENTS

[Commr Portus

#### 7—HOURS

The ordinary working hours for employees shall not exceed forty per week and those hours may, with the approval of the employer, be worked at any time.

#### 8—ANNUAL LEAVE

(a) Every employee shall be entitled to three weeks annual leave in respect of each full year of service. Annual leave shall be in addition to all gazetted public holidays. Annual leave shall be paid at the rate prescribed in clause 11 of this award and the amount so paid shall not be debited to the employee under sub-clause (b) of clause 10 of this award.

(b) Annual leave which may be commenced on any day of the week shall be granted and taken including the Christmas and New Year period, but if the employer and the employee agree that annual leave shall be taken at some period not including the said Christmas and New Year period annual leave shall be taken at such other times as may be mutually agreed upon between the employer and the employee and in default of agreement shall be granted and taken within six months after the termination of each full year of service.

(c) Any employee whose services are dispensed with (except for misconduct, which would justify instant dismissal) or who leaves the service of his employer during the course of any year of service shall be entitled to annual leave (at the rate of payment prescribed by clause 11 of this award) for a period of three weeks reduced in the ratio which any part of a year in respect to which he has not become entitled to leave under sub-clause (a) hereof bears to a year.

(d) Employees going on annual leave shall be paid for the period of such annual leave in advance.

#### 9—SICK LEAVE

(a) In the case of absence from work of any employee as a consequence of his sickness or illness, the employer shall pay the employee who produces a doctor's certificate or such other evidence as may be considered satisfactory by the employer, at the rate provided by clause II of this award for the time so absent, less any amounts payable to the employee concerned by way of workers' compensation or under any Governmental scheme or otherwise but not including any non-government scheme to which the employee has contributed. Except as provided under sub-clause (b) hereof, the liability of the employer under this sub-clause shall not exceed one week's wages during any one year of service.

No employee shall be required to produce a doctor's certificate unless such employee has been absent as a consequence of his sickness or illness for a period in excess of two consecutive days.

(b) Sick leave may accumulate to the extent of seven weeks.

(c) In all other cases of absence from work without permission, no remuneration need be paid by the employer for the time not worked.

(d) Payments made in respect of sick leave shall not be debited to the employer under sub-clause (b) of clause 10 of this award.

#### 10—WAGES

(a) The minimum rate of wages to be paid to employees shall be \$50.00 per week and such wages shall be payable not less frequently than fortnightly in the employer's time.

(b) An account shall be kept of the actual earnings of the employee from all sources as may be mutually agreed upon between employer and employee, and, if at the end of any accounting period (such accounting period not exceeding five weeks), the amount so due to the employee (less the contribution to guarantee fund provided for in clause 6 of this award) be in excess of the total of the amounts paid during such accounting period (excepting amounts paid under clauses 8, 9 and 13 of this award) such excess shall be paid to him within three weeks of the end of such accounting period; if the total of the amounts paid during such accounting period exceeds the actual earnings, the amount of the excess (which shall be known as a commission account debit balance) shall be debited to the next accounting period's account and shall be charged against the future earnings by commission of the employee but shall not otherwise be charged against or claimed from him either during his employment or after the termination thereof.

(c) The amount of the premiums which an employee is authorised by his employer to collect shall be such as is at least sufficient to yield at the rate or rates of collecting commission then current under his agreement with his employer a sum of collecting commission of \$16.20 per week (which shall in this sub-clause be called the 'said sum'), failing which the employer shall credit the said sum to the account of the employee in lieu of collecting commission.



Exhibit G Assurance Agents Awards

AWARD—LIFE ASSURANCE COLLECTOR AGENTS

Commr Portus]

An employee, after giving to the General Secretary of the Federation written notice of his intention, may apply to his employer for exemption from the operation of this sub-clause on compassionate grounds or grounds of special and exceptional hardship (including probable loss of employment) to the employee, and any decision by the employer so to exempt shall be:

- (i) Notified in writing by the employer to the General Secretary of the Federation;
(ii) suspended for fourteen days, and
(iii) open to review by the Board of Reference on the application of the employee or the Federation and such Board may uphold reverse or vary the employer's decision hereunder and the Board may provide that its decision shall be retrospective to the date of the decision of the employer.

11—PAYMENT OF ANNUAL LEAVE AND SICK LEAVE

(a) The employer shall pay the employee for annual leave arising in terms of clause 8 of this award—

- (i) if the employee has served the employer during the whole of the thirty-six weeks next before the date the leave commences, at a rate determined by the employee's average earnings; but
(ii) in all other circumstances the payment to be made shall be at the rate prescribed by clause 10 (a) of this award.

(b) The employer shall pay the employee for sick leave arising in terms of clause 9 of this award—

- (i) if the employee has served the employer during the whole of the thirty-six weeks next before the date the leave commences and if the sick-leave is for a period of more than two consecutive days, at a rate determined by the employee's average earnings; but
(ii) in all other circumstances the payment to be made shall be at the rate prescribed by clause 10 (a) of this award.

(c) Notwithstanding anything contained to the contrary in sub-clauses (a) and (b) hereof, if average earnings per week are less than the rate prescribed by clause 10 (a) of this award, the payment to be made by the employer to the employee in respect of the said leave shall be at the rate prescribed by clause 10 (a).

(d) (i) 'Average earnings' per week for the purpose of this clause shall be equal to an amount calculated by dividing the total of the amounts paid by the employer to the employee in all his commission accounting periods ending between the Monday four complete weeks before the leave commences and a date one year earlier than the said Monday by the number of weeks in the said periods less any complete weeks for which payment under this award has not been made.

(ii) 'Service' for the purpose of this clause shall include periods of sick leave, annual leave and long service leave.

12—BOOKS, STATIONERY, ETC

The employer shall provide free of charge to the employee all duty stamps and postage stamps required for essential correspondence between the employee and the employer, receipt books, stationery and such like necessities for the correct and proper conduct of the employee's duty.

13—ALLOWANCES

(a) An employee who uses and maintains his own conveyance on the business of the employer shall be paid an allowance at the rate set out hereunder for such period as the employer determines that the use of such conveyance is necessary for the employer's business:

(i) The rates of weekly allowances shall be:

Table with 2 columns: Conveyance Type and Allowance Rate. Motor Car: \$11.00, Motor Cycle: \$5.50.

(ii) If such conveyance be so used for a lesser period than a week the rates of the allowances payable for each day or part thereof for any such conveyance shall be:

Table with 2 columns: Conveyance Type and Allowance Rate. Motor Car: \$2.20, Motor Cycle: \$1.10.

Provided that when any allowance is payable in terms of this sub-clause the minimum number of days for which the allowance shall be payable shall be two.

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### AWARD—LIFE ASSURANCE COLLECTOR AGENTS

[Commr Portus

(b) The allowance payable in any one week in terms of sub-clause (a) hereof shall not exceed in the aggregate the weekly allowance prescribed in that sub-clause for the type of conveyance so used.

(c) When any allowance is payable in terms of sub-clause (a) hereof for the use of a motor car, whether for a week or less, an additional allowance of 75 cents shall be paid for each week of any such period during which a motor car is so maintained except for any weeks during which the employee shall be absent from duty on leave.

(d) When it is necessary for an employee to be away from home on the business of the employer and at the employer's request for a period of twenty-four hours or more he shall be allowed fares actually incurred with the employer's approval. In addition to such fares he shall be allowed the sum of \$1.25 for each midday or evening meal taken away from home during such absence and the sum of \$4.50 for lodging each night during such absence, the lodging allowance to cover the cost of accommodation for the night, breakfast and garage fees.

(e) When an employee is required by his employer to rewrite collecting books and satisfactorily does so he shall be paid an allowance at the rate of \$17.00 per annum. Further when an employee is required by his employer to reconcile old collecting books with re-written collecting books and satisfactorily does so on the forms provided by his employer, he shall be paid an allowance at the rate of \$8.00 per annum.

(f) Each employee shall be paid an industry allowance of 50 cents per week to provide for necessary equipment, footwear, clothing and travelling expenses not otherwise provided in this award and to compensate for the general conditions appertaining to the work.

#### 14—PUBLIC HOLIDAYS

(a) An employee shall receive the following days off as holidays without any deduction of pay and provided the said days fall from Monday to Friday inclusively no debit to the employee will be made in respect of such days under sub-clause (b) of clause 10 of this award.

New Year's Day, Australia Day, Labour Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Christmas Day, Boxing Day, or such other day as is generally observed in the locality as a substitute for any of the said days respectively, and any day which is gazetted as a bank holiday in the State in which he is employed.

(b) In South Australia, Commemoration Day (the 28th day of December) shall be granted instead of Boxing Day.

(c) Where any such holiday or day substituted therefor falls during a period of annual leave an extra day shall be added to the annual leave of the employee concerned.

#### 15—PREFERENCE

Subject to all relevant provisions of Acts of Parliament, statutory regulations, competent rules or orders, an employer in employing or re-employing any person to whom this award applies shall not exercise any discrimination against any members of the Federation or against any person who signifies his intention to join the Federation.

#### 16—POSTING

A copy of this award shall be posted and kept posted in a prominent and easily accessible place in each office or branch office of each employer within twenty-eight days of printed copies being issued by the Industrial Registrar. The employer shall give a copy of the award to each employee appointed thereafter who does not report to offices where the award is so posted.

#### 17—BOARD OF REFERENCE

(a) For the purposes of this award a Board of Reference is hereby constituted and shall consist of one member (who shall be Chairman of the Board) ~~to be nominated from time to time~~ by the Industrial Registrar or his deputy, one member to be nominated from time to time for the Respondents by the Chairman or Deputy Chairman of the Life Offices' Association for Australasia and one member to be nominated from time to time by the Federation.

(b) The member nominated for the Respondents or his substitute shall be a person in the sole and permanent employ of one of the Respondents or an officer of the Life Offices' Association for Australasia and the member nominated by the Federation or his substitute shall be a financial member of the Federation.

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### AWARD—LIFE ASSURANCE COLLECTOR AGENTS

*Commr Portus]*

(c) Nominations of Members must be in writing signed by the nominator and a copy thereof shall be forthwith delivered to the Industrial Registrar at Melbourne or his deputy and to the General Secretary of the Federation and to the Secretary of the Life Offices' Association for Australasia at Melbourne.

(d) Meetings of the Board may be convened by seven days' notice in writing by the Chairman at the request of any member of the Board and shall be held at such time and place as the Board may from time to time determine, but in default of any such determination at the Offices of the Industrial Registrar of the Commonwealth Conciliation and Arbitration Commission, Melbourne, in the State of Victoria.

(e) Any member of the Board may for a particular hearing or for a period not exceeding two months delegate his powers to a substitute by written notice to the Chairman. This power may not be exercised by the Chairman unless he shall have given written notice of such delegation to the Industrial Registrar or his deputy and the other members of the Board and his substitute shall have been approved by the Industrial Registrar or his deputy.

(f) Matters dealt with by the Board shall be decided by simple majority of the members. If no meeting of the Board is held within twenty-one days of the meeting being convened any party to this award may notify the Industrial Registrar or his deputy of the matter awaiting the decision of the Board in the form of a notification under section 28 of the *Conciliation and Arbitration Act 1904-1970*.

(g) The Chairman shall keep or cause to be kept minutes or a transcript of proceedings before the Board and a copy thereof and of any decision thereof signed by the Chairman as a correct record shall be supplied to the Industrial Registrar or his deputy and to each of the parties to such proceedings.

(h) The functions of the Board shall be to investigate and to report to a Commissioner upon all matters referred to it by him.

### 18—OPERATION

This award shall come into operation at the beginning of the first full pay period commencing on or after 28 September 1970 and shall remain in force for a period of two years.

### SCHEDULE OF RESPONDENTS

- 1 Australasian Temperance and General Mutual Life Assurance Society Limited.
  - 2 Australian Metropolitan Life Assurance Company Limited.
  - 3 Colonial Mutual Life Assurance Society Limited.
  - 4 Mutual Life and Citizens' Assurance Company Limited.
  - 5 Commonwealth General Assurance Corporation Limited.
-

IN THE COMMONWEALTH CONCILIATION AND ARBITRATION  
COMMISSION

In the matter of the *Conciliation and Arbitration Act* 1904-1970

and of

THE LIFE ASSURANCE COLLECTOR AGENTS AWARD, 1970

(C No. 2299 of 1969)

(C No. 432 of 1972)

*Variation of award—Wage rates—Award varied by consent.*

On 19 May 1972 an application was filed on behalf of The Australian Insurance Staffs Federation for an order varying the above award dated 1 December 1970.<sup>(1)</sup>

1972.  
ADELAIDE,  
June 2.  
Commr  
Portus.

The application came on for hearing before the Commonwealth Conciliation and Arbitration Commission (Commissioner Portus) in Adelaide on 2 June 1972.

*K. M. McLeod* for The Australian Insurance Staffs Federation.

*G. D. Browne* for all respondents except Commonwealth General Insurance Corporation Limited.

On the same day the following order was made by the Commission:

*Order and prescribe by consent:*

That the said award be and the same is hereby varied in manner following that is to say:

I By deletion of the words '\$53.00 per week' in clause 10—Wages, sub-clause (a) and insert in lieu thereof the words '\$55.00 per week'.

II The foregoing variation shall come into operation on and from the beginning of the first pay period commencing on or after 19 May 1972 and shall remain in force for a period of 9 months.

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(1) 135 C.A.R. 17

# Exhibit G Assurance Agents Awards

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## IN THE AUSTRALIAN CONCILIATION AND ARBITRATION COMMISSION

In the matter of the *Conciliation and Arbitration Act* 1904-1973

and of

THE AUSTRALIAN INSURANCE STAFFS  
FEDERATION

Claimant

v.

THE AUSTRALASIAN TEMPERANCE AND GENERAL MUTUAL LIFE  
ASSURANCE SOCIETY LTD and others

Respondents

(C No. 897 of 1973)

*Industrial dispute—Wages and working conditions for life assurance collector agents—  
Award made by consent.*

Notification of a dispute between the above parties was given pursuant to section 25 of the *Conciliation and Arbitration Act* 1904-1972 by The Australian Insurance Staffs Federation.

The dispute came on for hearing before the Commonwealth Conciliation and Arbitration Commission (Mr Commissioner Paine) in Melbourne on 11 June 1973.

*K. H. McLeod* and *B. J. Hall* for The Australian Insurance Staffs Federation.

*G. D. Browne* for The Australasian Temperance and General Mutual Life Assurance Society Ltd. and others.

On 14 March 1974 the following award was made by the Commission:

1973.  
MELBOURNE.  
June 11;  
Nov. 5;  
Dec. 12.  
1974.  
March 1. 14.  
Commr  
Paine.  
SYDNEY.  
May 6;  
June 27.  
Moore J.,  
Gaudron J.,  
Commr  
McCloghry.

*Award order and prescribe by consent:*

Save and except for those clauses which contain reference to the matters which are in section 31 of the above mentioned Act.

### 1—TITLE

This award shall be known as the 'Life Assurance Collector Agents Award 1974'.

### 2—ARRANGEMENT OF AWARD

Clause number	Subject matter
1 .. .. .	Title
2 .. .. .	Arrangement of award
3 .. .. .	Application of award
4 .. .. .	Definitions
5 .. .. .	Termination of service
6 .. .. .	Terms of engagement
7 .. .. .	Hours
8 .. .. .	Annual leave
9 .. .. .	Sick leave
10 .. .. .	Wages
11 .. .. .	Payment for annual leave and sick leave
12 .. .. .	Books, stationery etc.
13 .. .. .	Allowances
14 .. .. .	Public holidays
15 .. .. .	Preference
16 .. .. .	Posting
17 .. .. .	Board of reference
18 .. .. .	Operation
19 .. .. .	Reserved matters

No. CI049

## Exhibit G Assurance Agents Awards

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### AWARD—LIFE ASSURANCE COLLECTOR AGENTS

[Commr Paine

#### 3—APPLICATION OF AWARD

This award shall apply to all employees (as defined in clause 4 of this award) employed by any life assurance company or society whose name is set out in the schedule hereto so far as it carries on collector life assurance business in the Commonwealth of Australia or its Territories.

#### 4—DEFINITIONS

(a) 'Employer' shall mean any life assurance company or society party hereto carrying on collector life assurance business in the Commonwealth of Australia or its Territories.

(b) 'Employee' shall mean any person wholly or mainly employed in canvassing for and/or in collecting premiums payable on collector life assurance policies and who may be required by his employer to canvass for and/or collect premiums payable on any other types of life assurance policies.

(c) 'Collector Life Assurance' shall mean the type of life assurance upon which the premiums are, by the terms of the policy, made payable at intervals of less than two months and are contracted to be received or are usually received by means of collectors in the service of the employer.

(d) The male includes the female.

(e) 'Federation' shall mean the Australian Insurance Staffs Federation.

(f) Where for the purposes of this award a weekly rate of payment is specified, the appropriate daily rate is to be obtained by dividing the weekly rate by five.

#### 5—TERMINATION OF SERVICE

The employment of an employee shall not be terminated in the case of an employee with 8 or more years of service without at least two weeks' notice in writing and, in the case of an employee with less than 8 years of service, without at least one week's notice in writing being given by the employer and an employee shall give to the employer at least one week's notice in writing of his intention to terminate his employment. If one or two weeks' notice, as the case requires, be not given by the employer, one or two weeks' wages, as the case may be, shall be paid and if an employee leaves without giving one week's notice, he shall forfeit one week's wages; provided that the employment may be terminated by an employer for misconduct justifying instant dismissal without liability to pay for more than time actually worked.

#### 6—TERMS OF ENGAGEMENT

(a) The engagement shall be subject to the condition that the employer may deduct from earnings 10 per cent of the total remuneration from all sources, provided that the award wage is not reduced thereby, until the sum so held equals \$150 and that this sum shall be held by the employer to guarantee the employee'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 employee, (whether before or after the commencement of this award) shall count towards the sum of \$150 aforesaid and the employee shall at any time upon reasonable notice be entitled to withdraw the excess over \$150 of any such sum.

(ii) until such time as the sum, if any, received as aforesaid by way of deduction, or otherwise, amounts to the sum of \$150 aforesaid, the employee shall (unless he has already provided security to the satisfaction of the employer) provide such other lawful security not exceeding \$150 as may be mutually agreed upon between him and the employer.

(b) The employee shall be credited with interest half-yearly at the rate of 6 per cent per annum on the sum of \$150 aforesaid, or any part thereof and the employee shall be entitled to be paid such interest half-yearly if he so desires.

(c) The employer shall refund to the employee 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 this clause.

(d) Where any employer elects not to make the deduction of 10 per cent as aforesaid such employer may require the employee 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 employees 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 affected only by business introduced by the employee and/or business for which he has received credit in his account referred to in sub-clause (b) of clause 10 of this award.

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### AWARD—LIFE ASSURANCE COLLECTOR AGENTS

[Commr Paine

#### 7—HOURS

The ordinary working hours for employees shall not exceed forty per week and those hours may, with the approval of the employer, be worked at any time.

#### 8—ANNUAL LEAVE

(a) Every employee shall be entitled to 3 weeks annual leave in respect of each full year of service. Annual leave shall be in addition to all gazetted public holidays. Annual leave shall be paid at the rate prescribed in clause 11 of this award and the amount so paid shall not be debited to the employee under sub-clause (b) of clause 10 of this award.

(b) Annual leave, which may be commenced on any day of the week, shall be granted and taken including the Christmas and New Year period, but if the employer and the employee agree that annual leave shall be taken at some period not including the said Christmas and New Year period, annual leave shall be taken at such other times as may be mutually agreed upon between the employer and the employee and in default of agreement shall be granted and taken within six months after the termination of each full year of service.

(c) Any employee whose services are dispensed with (except for misconduct, which would justify instant dismissal) or who leaves the service of his employer during the course of any year of service, shall be entitled to annual leave (at the rate of payment prescribed by clause 11 of this award) for a period of three weeks reduced in the ratio which any part of a year in respect to which he has not become entitled to leave under sub-clause (a) hereof bears to a year.

(d) Employees going on annual leave shall be paid for the period of such annual leave in advance.

(e) Notwithstanding the provisions of sub-clause (a) hereof, all leave accruing from 1 April 1973 shall be at the rate of four weeks per annum (i.e. 20 working days per annum) and in calculating the employee's period of leave any fraction of a day in the total entitlement shall be regarded as a whole day.

#### 9—SICK LEAVE

(a) In the case of absence from work of an employee as a consequence of his sickness or illness, the employer shall pay the employee who produces a doctor's certificate or such other evidence as may be considered satisfactory by the employer, at the rate provided by clause 11 of this award for the time so absent, less amounts payable to the employee concerned by way of workers' compensation or under any Government scheme or otherwise but not including any non-Government scheme to which the employee has contributed. Except as provided under sub-clause (b) hereof, the liability of the employer under this sub-clause shall not exceed one week's wages during any one year of service.

No employee shall be required to produce a doctor's certificate unless such employee has been absent as a consequence of his sickness or illness for a period in excess of two consecutive days.

(b) Sick leave may accumulate to the extent of 10 weeks.

(c) In all other cases of absence from work without permission, no remuneration need be paid by the employer for the time not worked.

(d) Payments made in respect of sick leave shall not be debited to the employee under sub-clause (b) of clause 10 of this award.

#### 10—WAGES

(a) The minimum rate of wages to be paid to employees shall be \$65.00 per week and such wages shall be payable not less frequently than fortnightly in the employer's time.

(b) An account shall be kept of the actual earnings of the employee from all sources as may be mutually agreed upon between employer and employee, and if at the end of any accounting period (such accounting period not exceeding five weeks), the amount so due to the employee (less the contribution to guarantee fund provided for in clause 6 of this award) be in excess of the total of the amounts paid during such accounting period (excepting amounts paid under clauses 8, 9 and 13 of this award) such excess shall be paid to him within three weeks of the end of such accounting period; if the total of the amounts paid during such accounting period exceeds the actual earnings, the amount of the excess (which shall be known as a commission account debit balance) shall be debited to the next accounting period's account and shall be charged against the future earnings by commission of the employee but shall not otherwise be charged against or claimed from him either during his employment or after the termination thereof.

(c) The amount of the premiums which an employee is authorised by his employer to collect, shall be such as is at least sufficient to yield at the rate or rates of collecting commission then current under his agreement with his employer a sum of collecting commission of \$16.20 per week (which shall in this sub-clause be called the 'said sum') failing which the employer shall credit the said sum to the account of the employee in lieu of collecting commission.

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## AWARD—LIFE ASSURANCE COLLECTOR AGENTS

[Commr Paine

An employee, after giving to the General Secretary of the Federation written notice of his intention, may apply to his employer for exemption from the operation of this sub-clause on compassionate grounds or grounds of special and exceptional hardship (including probable loss of employment) to the employee, and any decision by the employer so to exempt shall be:

- (i) notified in writing by the employer to the General Secretary of the Federation;
- (ii) suspended for fourteen days, and
- (iii) open to review by the Board of Reference on the application of the employee or the Federation and such Board may uphold reverse or vary the employer's decision hereunder and the Board may provide that its decision shall be retrospective to the date of the decision of the employer.

### 11—PAYMENT OF ANNUAL LEAVE AND SICK LEAVE

(a) The employer shall pay the employee for annual leave arising in terms of clause 8 of this award—

- (i) if the employee has served the employer during the whole of the twenty-four weeks next before the date the leave commences, at a rate determined by the employee's average earnings; but
- (ii) in all other circumstances the payment to be made shall be at the rate prescribed by clause 10 (a) of this award.

(b) The employer shall pay the employee for sick leave arising in terms of clause 9 of this award—

- (i) if the employee has served the employer during the whole of the twenty-four weeks next before the date the leave commences and if the sick leave is for a period of more than two consecutive days, at a rate determined by the employee's average earnings; but
- (ii) in all other circumstances the payment to be made shall be at the rate prescribed by clause 10 (a) of this award.

(c) Notwithstanding anything contained to the contrary in sub-clauses (a) and (b) hereof, if average earnings per week are less than the rate prescribed by clause 10 (a) of this award, the payment to be made by the employer to the employee in respect of the said leave shall be at the rate prescribed by clause 10 (a).

(d) (i) 'Average earnings' per week, for the purpose of this clause, shall be equal to an amount calculated by dividing the total of the amounts paid by the employer to the employee in all his commission accounting periods ending between the Monday four complete weeks before the leave commences and a date one year earlier than the said Monday, by the number of weeks in the said periods less any complete weeks for which payment under this award has not been made.

(ii) 'Service' for the purpose of this clause shall include periods of sick leave, annual leave and long service leave.

### 12—BOOKS, STATIONERY, ETC.

The employer shall provide free of charge to the employee all duty stamps and postage stamps required for essential correspondence between the employee and the employer, receipt books, stationery and such like necessities for the correct and proper conduct of the employee's duty.

### 13—ALLOWANCES

(a) An employee who uses and maintains his own conveyance on the business of the employer shall be paid an allowance at the rate set out hereunder for such period as the employer determines that the use of such conveyance is necessary for the employer's business:

(i) The rates of weekly allowances shall be:

	\$
Motor Car .. .. .	14.30
Motor Cycle .. .. .	7.15

(ii) If such conveyance be so used for a lesser period than a week the rates of the allowances payable for each day or part thereof for any such conveyance shall be:

	\$
Motor Car .. .. .	2.86
Motor Cycle .. .. .	1.43

(b) The allowance payable in any one week in terms of sub-clause (a) hereof shall not exceed in the aggregate the weekly allowance prescribed in that sub-clause for the type of conveyance so used.



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### AWARD—LIFE ASSURANCE COLLECTOR AGENTS

[Commr Paine

(c) When any allowance is payable in terms of sub-clause (a) hereof for the use of a motor car, whether for a week or less, an additional allowance of 75 cents shall be paid for each week of any such period during which a motor car is so maintained, except for any weeks during which the employee shall be absent from duty on leave.

(d) When it is necessary for an employee to be away from home on the business of the employer and at the employer's request for a period of twenty-four hours or more, he shall be allowed fares actually incurred with the employer's approval. In addition to such fares he shall be allowed the sum of \$1.75 for each midday or evening meal taken away from home during such absence and the sum of \$8.00 for lodging each night during such absence, the lodging allowance to cover the cost of accommodation for the night, breakfast and garage fees.

(e) When an employee is required by his employer to rewrite collecting books and satisfactorily does so he shall be paid an allowance at the rate of \$22.10 per annum. Further, when an employee is required by his employer to reconcile old collecting books with re-written collecting books and satisfactorily does so on the forms provided by his employer, he shall be paid an allowance at the rate of \$10.40 per annum.

(f) Each employee shall be paid an industry allowance of 50 cents per week to provide for necessary equipment, footwear, clothing and travelling expenses not otherwise provided in this award and to compensate for the general conditions appertaining to the work.

#### 14—PUBLIC HOLIDAYS

(a) An employee shall receive the following days off as holidays without any deduction of pay and provided the said days fall from Monday to Friday inclusively no debit to the employee will be made in respect of such days under sub-clause (b) of clause 10 of this award.

New Year's Day, Australia Day, Labour Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Christmas Day, Boxing Day, or such other day as is generally observed in the locality as a substitute for any of the said days respectively, and any day which is gazetted as a bank holiday in the State or Territory in which he is employed.

(b) In South Australia, Commemoration Day (28 December) shall be granted instead of Boxing Day.

(c) Where any such holiday or day substituted therefor falls during a period of annual leave an extra day shall be added to the annual leave of the employee concerned.

#### 15—PREFERENCE

Subject to all relevant provisions of Acts of Parliament, Statutory Regulations, Competent Rules or Orders, an employer in employing or re-employing any person to whom this award applies shall not exercise any discrimination against any members of the Federation or against any person who signifies his intention to join the Federation.

#### 16—POSTING

A copy of this award shall be posted and kept posted in a prominent and easily accessible place in each office or branch office of each employer within twenty-eight days of printed copies being issued by the Industrial Registrar. The employer shall give a copy of the award to each employee appointed thereafter who does not report to offices where the award is so posted.

#### 17—BOARD OF REFERENCE

(a) For the purposes of this award a Board of Reference is hereby constituted and shall consist of one member (who shall be Chairman of the Board) to be nominated from time to time by the Industrial Registrar or his deputy, one member to be nominated from time to time for the Respondents by the Chairman or Deputy Chairman of the Life Offices' Association of Australia and one member to be nominated from time to time by the Federation.

(b) The member nominated for the Respondents or his substitute shall be a person in the sole and permanent employ of one of the Respondents or an officer of the Life Offices' Association of Australia and the member nominated by the Federation or his substitute shall be a financial member of the Federation.

(c) Nominations of members must be in writing signed by the nominator and a copy thereof shall be forthwith delivered to the Industrial Registrar at Melbourne or his deputy and to the General Secretary of the Federation and to the Secretary of the Life Offices' Association of Australia at Melbourne.

(d) Meetings of the Board may be convened by seven days' notice in writing by the Chairman at the request of any member of the Board and shall be held at such time and place as the Board may from time to time determine, but in default of any such determination at the Offices of the Industrial Registrar of the Australian Conciliation and Arbitration Commission, Melbourne, in the State of Victoria.

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### AWARD—LIFE ASSURANCE COLLECTOR AGENTS

[Commr Paine

(e) Any member of the Board may for a particular hearing or for a period not exceeding two months delegate his powers to a substitute by written notice to the Chairman. This power may not be exercised by the Chairman unless he shall have given written notice of such delegation to the Industrial Registrar or his deputy and the other members of the Board and his substitute shall have been approved by the Industrial Registrar or his deputy.

(f) Matters dealt with by the Board shall be decided by a simple majority of the members. If no meeting of the Board is held within twenty-one days of the meeting being convened any party to this award may notify the Industrial Registrar or his deputy of the matter awaiting the decision of the Board in the form of a notification under section 25 of the Conciliation and Arbitration Act as amended.

(g) The Chairman shall keep or cause to be kept minutes or a transcript of proceedings before the Board and a copy thereof and of any decision thereof signed by the Chairman as a correct record shall be supplied to the Industrial Registrar or his deputy and to each of the parties to such proceedings.

(h) The functions of the Board shall be to investigate and to report to a Commissioner upon all matters referred to it by him.

#### 18—OPERATION

This award shall come into operation at the beginning of the first full pay period commencing on or after 28 January 1974 and shall remain in force until 31 December 1974.

#### 19—RESERVED MATTERS

The parties reserve the right to raise the matters of 'Car Allowances', 'Agency Allowances' and a 'Non-Debitable Wage' during the currency of the award.

#### SCHEDULE OF RESPONDENTS

1. The Australasian Temperance and General Mutual Life Assurance Society Limited.
2. The Colonial Mutual Life Assurance Society Limited.
3. The Mutual Life and Citizens' Assurance Company Limited.
4. Mercantile Mutual Life Insurance Company Limited.

The dispute insofar as it concerned matters contained within section 31 of the abovementioned Act again came on for hearing before the Commission (Mr Justice Moore, President, Mr Justice Gaudron and Mr Commissioner McClohy) on 6 May 1974.

On 27 June 1974 the following order was made by the Commission:

#### *Order and prescribe by consent:*

That the above award made by Mr Commissioner Paine on 14 March 1974 and known as the Life Assurance Collector Agents Award, 1974 be and the same is hereby varied in manner following that is to say:

I By deleting from the preamble the words 'Save and Except for those clauses which contain reference to the matters which are in section 31 of the abovementioned Act'.

II The said variation shall come into operation from the beginning of the first pay period commencing on or after 28 January 1974 and shall remain in force until 31 December 1974.

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IN THE AUSTRALIAN CONCILIATION AND ARBITRATION COMMISSION

In the matter of the *Conciliation and Arbitration Act* 1904-1973

and of

THE AUSTRALIAN INSURANCE STAFFS FEDERATION

Claimant:

v.

THE AUSTRALASIAN TEMPERANCE AND GENERAL MUTUAL LIFE ASSURANCE SOCIETY LTD and others

Respondents

(C No. 1273 of 1973)

*Industrial dispute—Salaries and working conditions for life superintendents—Award made by consent.*

Notification of a dispute between the above parties was given pursuant to section 25 of the *Conciliation and Arbitration Act* 1904-1972 by The Australian Insurance Staffs Federation.

1973  
MELBOURNE  
Aug. 17;  
Nov. 26;  
Dec. 13

The dispute came on for hearing before the Commonwealth Conciliation and Arbitration Commission (Mr Commissioner Paine) in Melbourne on 17 August 1973.

Commr  
Paine  
1974.

*K. H. McLeod* and *B. T. Hall* for The Australian Insurance Staffs Federation.

SYDNEY  
May 6,  
June 10

*C. G. Polites*, solicitor, and *G. D. Browne* for The Australasian Temperance and General Mutual Life Assurance Society Ltd and others.

Moore J.,  
Gaudron J.,  
Commr  
McCloghry.

On 13 December 1973 the following award was made by the Commission:

*Award order and prescribe by consent:*

Save and except for those clauses which contain reference to the matters which are in section 31 of the above-mentioned Act.

1—TITLE

This award shall be known as the 'Insurance Officers (Life Superintendents Award 1973'.

2—ARRANGEMENT

Clause number	Subject matter
1 .. .. .	Title
2 .. .. .	Arrangement
3 .. .. .	Definitions
4 .. .. .	Salaries
5 .. .. .	Lower rates for ill-health
6 .. .. .	Hours
7 .. .. .	Public holidays
8 .. .. .	Annual leave
9 .. .. .	Sick leave
10 .. .. .	Payment for annual leave
11 .. .. .	Allowances
12 .. .. .	Termination of employment
13 .. .. .	Payment of salaries
14 .. .. .	General
15 .. .. .	Preference
16 .. .. .	Board of Reference
17 .. .. .	Previous awards superseded
18 .. .. .	Application of award
19 .. .. .	Operation of award
20 .. .. .	Reserved Matters
	Schedule of Respondents

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## AWARD—INSURANCE OFFICERS (LIFE SUPERINTENDENTS)

[Commr Paine

### 3—DEFINITIONS

(a) 'Employer' shall mean any life assurance company or society, carrying on collector life assurance business in the Commonwealth of Australia or its Territories, which is a party to this award.

(b) 'Collector life assurance' shall mean the type of life assurance upon which the premiums are, by the terms of the policy, made payable at intervals of less than two months and are contracted to be received or are usually received by means of collectors in the service of the employer.

(c) 'Officer' shall mean any person commonly called a superintendent, who is on the outdoor staff of any employer and is appointed to a defined area and employed in supervising and assisting a group of collector life assurance agents in their agency activities and in such other duties incidental to the business as may be required by the employer.

(d) 'Collector life assurance agent' shall mean any person wholly or mainly employed in canvassing for and/or in collecting premiums payable on collector life assurance policies and who may be required by his employer to canvass for and/or collect premiums payable on any other types of life assurance policies.

(e) 'Year of service' for the purposes of clause 4 of this award as a superintendent with any company shall be deemed to be years of service with such company, and any period heretofore or hereafter spent by an officer in compulsory military training or on active service in any way during such service shall be counted as service.

### 4—SALARIES

(a) The minimum rate of salary to be paid per annum by respondents shall be:

Years of service	Per annum
1st .. .. .	\$ 5320
2nd .. .. .	.. 5364
3rd .. .. .	.. 5408
4th .. .. .	.. 5452
5th .. .. .	.. 5496
6th .. .. .	.. 5540
7th .. .. .	.. 5584
8th .. .. .	.. 5628
9th .. .. .	.. 5672
10th .. .. .	.. 5716
11th .. .. .	.. 5760
12th .. .. .	.. 5804
13th .. .. .	.. 5848
14th .. .. .	.. 5892
15th .. .. .	.. 5936
16th .. .. .	.. 5980

(b) Salaries shall be exclusive of any expense incurred in the discharge of the officers' duties. All such expenses shall be provided in clause 11 of this award.

### 5—LOWER RATES FOR ILL HEALTH

(a) If any officer is unable by reason of ill-health to earn the rates of remuneration prescribed in clause 4 of this award, he shall be paid not less than such rate as may be agreed upon by the employer concerned and the General Secretary of The Australian Insurance Staffs Federation or a representative of the General Secretary appointed in writing by the Federation. In the event of no agreement being arrived at, such rate shall be settled by the Board of Reference established under clause 16 of this award.

(b) Any such agreement made under this clause shall be current for a period not exceeding twelve months, but may be renewed on the same or different terms after a review of the circumstances then existing.

(c) The salary of an officer in respect of whom an agreement has been made with the Federation in accordance with sub-clause (a) hereof shall be subject to alteration in accordance with any alterations in the salary prescribed in clause 4 hereof for an officer at the commencement of his service.

### 6—HOURS

The ordinary working hours for officers shall not exceed eighty in any one fortnight and these hours may, with the approval of the employer, be worked at any time.

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### AWARD—INSURANCE OFFICERS (LIFE SUPERINTENDENTS)

[Commr Paine

#### 7—PUBLIC HOLIDAYS

(a) Officers working under this award shall receive the following days off as holidays without any deduction of pay:

New Year's Day, Australia Day, Labour Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Christmas Day, Boxing Day, or such other day as is generally observed in the locality as a substitute for any of the said days respectively and any day which is gazetted as a bank holiday in the State in which he is employed.

(b) In South Australia, Commemoration Day (the 28th day of December) shall be granted instead of Boxing Day.

(c) Where any such holiday or day substituted therefor falls during a period of annual leave an extra day shall be added to the annual leave of the officer concerned.

#### 8—ANNUAL LEAVE

(a) Every officer shall be entitled to three consecutive weeks annual leave at the end of each full year of service. Annual leave shall be in addition to all gazetted public holidays. By mutual agreement between the employer and the officer concerned the leave may be taken in two periods.

(b) In the event of it being found impracticable to grant such leave in any year, the officer concerned shall in the following year be granted three weeks leave in addition to the leave for such year.

(c) Leave shall not accumulate for more than two years.

(d) Any officer whose services are dispensed with (except for misconduct which would justify instant dismissal) or who leaves the service of any employer during the course of an annual period shall be entitled to leave pro rata herewith in respect of any period worked for which leave has not been taken.

(e) Annual leave shall be paid at the rate prescribed in clause 10 of this award.

(f) Notwithstanding the provisions of sub-clause (a) hereof, all leave accruing from 1 April 1973 shall be at the rate of four weeks per annum (i.e. 20 working days per annum) and in calculating the officer's period of leave any fraction of a day in the total entitlement shall be regarded as a whole day.

#### 9—SICK LEAVE

All officers shall, subject to the production of a medical certificate or other evidence satisfactory to the employer, be entitled to two weeks sick leave in each year of service on full pay cumulative for five years. No officer shall be required to produce a doctor's certificate unless such officer has been absent through sickness for a period in excess of two days. In all other cases of absence from duty without permission, no remuneration need be paid by the employer for the time not worked.

#### 10—PAYMENT FOR ANNUAL LEAVE

(a) The employer shall pay the officer for annual leave arising in terms of clause 8 of this award:

(i) if the officer has served the employer as a superintendent during the whole of the twenty-four weeks next before the date the leave commences, at a rate determined by the officer's average earnings; but

(ii) in all other circumstances the payment to be made shall be at the rate prescribed by clause 4 of this award.

(b) Notwithstanding anything contained to the contrary in sub-clause (a) hereof, if average earnings per week are less than the rate prescribed by clause 4 of this award, the payment to be made by the employer to the officer in respect of the said leave shall be at the rate prescribed by clause 4.

(c) 'Average earnings' per week for the purpose of this clause shall be equal to an amount calculated by dividing the total of the amounts paid by the employer to the officer in all his pay periods ending between the Monday four complete weeks before the leave commences and a date one year earlier than the said Monday by the number of weeks in the said periods less any complete weeks for which payment under this award has not been made.

Provided that the portion of average earnings per week attributable to commissions earned on business personally introduced by the officer shall not in any circumstances exceed 20 per cent of the officer's weekly rate of salary at the date of commencement of leave as derived from clause 4 of this award.

#### 11—ALLOWANCES

(a) Where it is necessary for an officer to be away from home on the business of the employer he shall be allowed:

(i) all fares incurred with the employer's approval;

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### AWARD—INSURANCE OFFICERS (LIFE SUPERINTENDENTS)

[Commr Paine

(ii) a minimum of \$11.00 for each night spent away from home provided that where expenses in excess of this amount are reasonably incurred the officer shall be reimbursed for all such additional expenses.

(b) The employer may provide and maintain all motor cars for use in the employer's business. If an officer, however, has acquired or acquires a motor car and maintains such motor car and the main and substantial purpose of such acquisition and maintenance (proof whereof shall rest upon him) is for use in the employer's business and not for the private use of the officer, then such officer shall be entitled to be paid an allowance of \$15.50 per week for each and every week (except any weeks in excess of four in any year during which the officer shall be absent from duty including sick, annual and long service leave) during which he maintains such motor car for the said purpose. The employer shall decide from time to time the extent to which the motor car is to be used and shall pay the officer the cost of requisite petrol in addition to the allowance.

An employer may at any time direct that thereafter the further maintenance of an officer's car on the employer's business is no longer necessary, and in such case the employer shall continue to pay the officer the said weekly allowance of \$15.50 per week for such motor car until such time as the officer can reasonably dispose of such motor car or until the expiration of the then current registration whichever is the earlier.

(c) (i) In cases not expressly covered by sub-clauses (a) and (b) of this clause an officer shall be paid each week an amount for general expenses (including fares) as mutually agreed upon between the employer and the officer provided, however, that such officer shall in no case be paid less than \$4.60 per week. In default of agreement between an officer and an employer as to the amount (if any) above such minimum to be paid to such officer, the Board of Reference shall determine such amount.

(ii) In any case not coming within paragraph (i) hereof where an officer desires to use his own motor car on any day for the business of the employer and obtains the prior approval of the employer for such use, the employer shall determine the amount of petrol to be purchased by such officer for such day's use and shall reimburse the officer the cost of such petrol and in addition the officer shall be paid in each week the weekly allowance under this sub-clause.

(d) Where a conveyance is purchased by the officer, the employer shall not charge the officer any interest on the advance (if any) made by the employer to finance such purchase. Repayments (if any) will be on account of principal only.

(e) In no circumstances shall an employer require an officer to purchase a conveyance on the hire-purchase principle or otherwise.

(f) Each officer shall be reimbursed for amounts reasonably expended by him on his employer's business in postage and telephone calls.

### 12—TERMINATION OF EMPLOYMENT

The employment of an officer shall not be terminated in the case of an officer with 10 or more years service without at least 4 weeks' notice and, in the case of an officer with less than 10 years of service, without at least 2 weeks notice given by the respondent and an officer shall give to the respondent at least 2 weeks notice of his intention to terminate his employment. If 2 or 4 weeks notice, as the case requires, be not given by the respondent, 2 or 4 weeks salary as the case may be, shall be paid and if an officer leaves without giving and working out 2 weeks notice he shall forfeit an amount equal to his wages in respect of a period equal to that part of his notice which has not been worked.

Provided that the contract of employment may be terminated by any respondent without liability to pay for more than time actually worked, for misconduct or absence from work without reasonable cause.

### 13—PAYMENT OF SALARIES

(a) All salaries, allowances and expenses shall be paid at least once a fortnight on each employer's existing pay day.

(b) Officers going on annual leave shall be paid for such annual leave before departure.

(c) Whenever the salary payable to an officer hereunder is altered, he shall with the payment of his first salary after such alteration be given by his employer a written statement showing the salary then payable and particulars of all deductions (if any) made therefrom by such employer.

### 14—GENERAL

Until his existing agreement with his employer is terminated under the terms and provisions therein contained and subject to such terms and provisions no officer shall, as a result of the provisions contained in this award, suffer any loss of wages, salary, allowance, benefits, concessions, privileges or position to which he may be entitled under such agreement.

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### AWARD—INSURANCE OFFICERS (LIFE SUPERINTENDENTS)

[Commr Paine

#### 15—PREFERENCE

The employers undertaking not to discriminate against the members of The Australian Insurance Staffs Federation, no express stipulation for preference in favour of such members is included in this award.

#### 16—BOARD OF REFERENCE

(a) There shall be a Board of Reference established in Melbourne in the State of Victoria. The Board shall consist of three representatives of the employers and three of the Federation and a Chairman. When it is desired by either party to refer any matter to the Board, the party desiring the reference shall notify the other party of the matter or matters to be referred. Such notice shall when the reference is made by the officers, be given to the Secretary of the Life Officers' Association in the State of Victoria and to such other persons as the employers may nominate, and when the reference is by the employers, to the General Secretary of the Federation. The Chairman shall be mutually agreed upon, but, failing agreement, shall be the Industrial Registrar or the Deputy Industrial Registrar for the State of Victoria.

(b) The meetings of the Board shall take place as agreed upon between the parties to the reference, but, failing agreement, as the Industrial Registrar or Deputy Industrial Registrar shall decide.

(c) At the meetings of the Board of Reference three representatives and the Chairman shall form a quorum.

(d) Either party at any time may change its representatives.

(e) The Board of Reference shall have power to deal with matters between the parties arising under this award and more specifically the following matters:

(i) Disputes as to expenses payable under this award, including disputes as to the necessity for acquisition or use by the officer of a motor car.

(ii) Complaints as to alleged wrongful dismissal from employment.

(iii) Complaints that the circumstances of employment generally or in specific cases have been altered by one party without the concurrence of the other party thereby affected.

(f) There shall be a right of appeal to a Commissioner from any decision of a Board of Reference. Notice of such appeal shall be given to the Commissioner and to the opposite party within fourteen days of such decision and the appeal shall be lodged within seven days thereafter, but the Commissioner may give extended time for such notice and appeal.

(g) Nothing in this clause shall take away from any party the right to apply to the Australian Conciliation and Arbitration Commission or the Australian Industrial Court for variation or interpretation of this award.

#### 17—PREVIOUS AWARD SUPERSEDED

This award shall supersede all previous awards and/or orders made in regard to life superintendents in the employ of respondent employers, except the Insurance Officers (Life Superintendents) Long Service Leave Award 1965, but no right, obligation or liability accrued or incurred under any such previous awards and/or orders shall be affected hereby.

#### 18—APPLICATION OF AWARD

This award shall be binding upon the Australian Insurance Staffs Federation and their members and the respondent employers listed in the schedule to the award and shall apply to all officers (as defined in clause 3 of this award) employed by any life assurance company or society named in the schedule hereto so far as it carries on collector life assurance business in the Commonwealth of Australia and its Territories.

#### 19—OPERATION OF AWARD

This award shall come into operation in respect of salaries as from the first pay period commencing on or after 1 July 1973 and in respect of all other conditions as from 26 November 1973. The award shall remain in force until 26 November 1974.

#### 20—RESERVED MATTERS

The parties reserve the right to raise 'Preference to Union Members' during the currency of the award.

#### SCHEDULE OF RESPONDENTS

Australasian Temperance and General Mutual Life Assurance Society Limited, The, Russell and Collins Street, Melbourne  
Colonial Mutual Life Assurance Society Limited, The, 330 Collins St., Melbourne  
Mercantile Mutual Life Insurance Co. Ltd., Hunter and Bligh Sts, Sydney  
Mutual Life and Citizens' Assurance Company Limited, The, Victoria Cross, North Sydney.

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### AWARD—INSURANCE OFFICERS (LIFE SUPERINTENDENTS)

[*The Commission*

The dispute insofar as it concerned matters contained within section 31 of the abovementioned Act again came on for hearing before the Commission (Mr Justice Moore, President, Mr Justice Gaudron and Mr Commissioner McCloghry) on May 1974.

On 10 June 1974 the following order was made by the Commission:

*Order and prescribe by consent:*

That the above award made by Mr Commissioner Paine on 13 December 1973 and known as the Insurance Officers (Life Superintendents) Award 1973 be and the same is hereby varied in manner following that is to say:

I By deleting the words 'Save and except for those clauses which contain reference to the matters which are in section 31 of the abovementioned Act.'

II The said variation shall come into operation on 26 November 1973 and shall remain in force until 26 November 1974.



## Exhibit G Assurance Agents Awards

I3 V2 M4 Print D265

IN THE AUSTRALIAN CONCILIATION AND ARBITRATION COMMISSION

Conciliation and Arbitration Act 1904

In the matter of an application by The Australian Insurance Employees' Union  
to vary the

INSURANCE OFFICERS (LIFE SUPERINTENDENTS) AWARD 1976

in relation to the National Wage Decision May 1976

(C No. 3007 of 1976)

On 6 August 1976 the Commission (Mr Commissioner Paine) made the following order determining the above application consequent upon a decision of the Full Bench dated 28 May 1976<sup>(1)</sup>:

A. The above award is varied in the following manner:

By deleting the table of Salaries appearing in sub-clause (a) of clause 4 - Salaries and inserting the following:

Years of Adult Service	At the Rate per annum \$
1	7,927
2	7,986
3	8,046
4	8,106
5	8,164
6	8,223
7	8,282
8	8,342
9	8,401
10	8,461
11	8,521
12	8,580
13	8,639
14	8,697
15	8,757
16	8,816

B. This order shall come into force as from the beginning of the first pay period commencing on or after

- (1) 15 May 1976 as to ordinary rates
- (2) 6 June 1976 as to extraneous payments

and shall remain in force for a period of three months from 15 May 1976.

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(1) Print C5500

Recommended retail price 5¢

Exhibit G Assurance Agents Awards

Variations to the award (since 1 July 1976)

V2 Print D265 - S.

Printed by the Commonwealth Government Printing Unit, Melbourne

Exhibit G Assurance Agents Awards

I3 V3 M5 Print D1147

IN THE AUSTRALIAN CONCILIATION AND ARBITRATION COMMISSION

Conciliation and Arbitration Act 1904

In the matter of an application by The Australian Insurance Employees' Union  
to vary the

INSURANCE OFFICERS (LIFE SUPERINTENDENTS) AWARD 1976

in relation to National Wage

(C No 3575 of 1976)

On 17 November 1976 the Commission (Mr Commissioner Paine) made the following  
order consequent upon a decision of a Full Bench dated 12 August 1976<sup>(1)</sup>:

A. The above award is varied as follows:

1. By deleting the table of salaries appearing in sub-clause 4(a) and  
inserting the following:

<u>Years of Adult Service</u>	<u>At the rate per annum</u>
	\$
1st	8,057
2nd	8,116
3rd	8,176
4th	8,236
5th	8,294
6th	8,353
7th	8,412
8th	8,472
9th	8,531
10th	8,591
11th	8,651
12th	8,710
13th	8,769
14th	8,827
15th	8,888
16th	8,948

B. This order shall come into force from the beginning of the first pay  
period which commenced on or after 15 August 1976 and shall continue in force  
until 15 November 1976.

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(1) Print D550

Recommended retail price 5¢

Exhibit G Assurance Agents Awards

2

Variations to the award (since 1 July 1976)

V2 Print D 265 - S.

V3 Print D1147 - S.

Printed by the Commonwealth Government Printing Unit, Melbourne

# Exhibit G Assurance Agents Awards

I3 V4 M6 Print D1557

IN THE AUSTRALIAN CONCILIATION AND ARBITRATION COMMISSION

Conciliation and Arbitration Act 1904

In the matter of an application by The Australian Insurance Employees' Union to vary the

INSURANCE OFFICERS (LIFE SUPERINTENDENTS) AWARD 1976

in relation to National Wage November 1976 <sup>(1)</sup>

(C No. 4695 of 1976)

MR COMMISSIONER PAINE

MELBOURNE 15 DECEMBER 1976

ORDER

A. The above award is varied as follows:

By deleting the table appearing in sub-clause 4(a) and inserting the following:

<u>Years of Adult Service</u>	<u>At the rate per annum</u>
	\$
1st	8,234
2nd	8,295
3rd	8,356
4th	8,417
5th	8,476
6th	8,537
7th	8,597
8th	8,658
9th	8,719
10th	8,780
11th	8,841
12th	8,902
13th	8,962
14th	9,021
15th	9,084
16th and subsequent years of service	9,145

B. This order shall come into force from the beginning of the first pay period which commenced on or after 15 August 1976 and shall continue in force until 15 November 1976.

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(1) Print 1460

Recommended retail price 5¢

Exhibit G Assurance Agents Awards

2

Variations to the award (since 1 July 1976)

V2 Print D265 - S.

V3 Print D1147 - S.

V4 Print D1557 - S., L.R., I.H.

Printed by the Commonwealth Government Printing Unit, Melbourne

717. Exhibit G Assurance Agents Awards

Exhibit G Assurance Agents Awards

I3 V5 M7 Print D3129

IN THE AUSTRALIAN CONCILIATION AND ARBITRATION COMMISSION

Conciliation and Arbitration Act 1904

In the matter of the

INSURANCE OFFICERS (LIFE SUPERINTENDENTS) AWARD 1976

in relation to National Wage March 1977<sup>(1)</sup>

(C No. 4631 of 1976)

MR DEPUTY PRESIDENT ISAAC

MELBOURNE 3 JUNE 1977

ORDER BY CONSENT (OWN MOTION)

A. The above award is varied as follows:

By deleting the table appearing in sub-clause 4(a) and inserting the following:

<u>Years of Adult Service</u>	<u>At the rate per annum</u>
	\$
1st	8,530
2nd	8,591
3rd	8,652
4th	8,713
5th	8,772
6th	8,833
7th	8,893
8th	8,954
9th	9,015
10th	9,076
11th	9,137
12th	9,198
13th	9,258
14th	9,317
15th	9,380
16th and subsequent years of service	9,441

B. This order shall come into force from the beginning of the first pay period which commenced on or after 31 March 1977 and shall continue in force for a period of one month.

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<sup>(1)</sup> Print D2720

Recommended retail price 8¢

Exhibit G Assurance Agents Awards

2

Appearances:

Name	Appearing for	Place
Mr B. J. Hall	The Australian Insurance Employees' Union	
Mr J. F. Burge	Respondents members of the Insurance Employers Industrial Association	
Mr L. B. Stevens		
Date		Melbourne
1 April 1977		



Exhibit G Assurance Agents Awards

3

Variations to the award (since 1 July 1976)

V2 Print D 265 - 4  
V3 Print D1147 - 4  
V4 Print D1557 - 4  
V5 Print D3129 - 4

Exhibit G Assurance Agents Awards

I3 V6 M8 Print D3926

IN THE AUSTRALIAN CONCILIATION AND ARBITRATION COMMISSION

Conciliation and Arbitration Act 1904

In the matter of the

INSURANCE OFFICERS (LIFE SUPERINTENDANTS) AWARD 1976<sup>(1)</sup>

in relation to National Wage May 1977<sup>(2)</sup>

(C No. 4631 of 1976)

MR DEPUTY PRESIDENT ISAAC

MELBOURNE 21 JULY 1977

ORDER BY CONSENT (OWN MOTION)

A. The above award is varied as follows:

1. By deleting the table appearing in sub-clause 4(a) and inserting the following:

<u>Year of adult service</u>	<u>\$ per annum</u>
1st	8692
2nd	8754
3rd	8816
4th	8879
5th	8939
6th	9001
7th	9062
8th	9124
9th	9186
10th	9248
11th	9311
12th	9373
13th	9434
14th	9494
15th	9558
16th	9620
and subsequent years of service	

---

(1) Print C6615 (2) Print D3315  
Recommended retail price 8¢

Exhibit G Assurance Agents Awards

2

B. This order shall come into force as from the beginning of the first pay period to commence on or after 24 May 1977 and shall continue in force for a period of three months from that date.

Exhibit G Assurance Agents Awards

3

APPEARANCES

Mr D. J. Hall for The Australian Insurance Employees' Union

Mr L. B. Stevens for Insurance Employers Industrial Association

DATES AND PLACE OF HEARING

2 June 1977 - Melbourne

Exhibit G Assurance Agents Awards

4

Variations to the award (since 1 July 1976)

V2 Print D 265 - 4  
V3 Print D1147 - 4  
V4 Print D1557 - 4  
V5 Print D3129 - 4  
V6 Print D3926 - 4

Printed by the Commonwealth Government Printing Unit, Melbourne

Exhibit G Assurance Agents Awards

I3 V7 M9 Print D4560

IN THE AUSTRALIAN CONCILIATION AND ARBITRATION COMMISSION

Conciliation and Arbitration Act 1904

In the matter of the

INSURANCE OFFICERS (LIFE SUPERINTENDENTS) AWARD 1976<sup>(1)</sup>

in relation to National Wage August 1977<sup>(2)</sup>

(C No. 4631 of 1976)

DEPUTY PRESIDENT ISAAC

MELBOURNE, 11 NOVEMBER 1977

ORDER BY CONSENT (OWN MOTION)

A. The above award is varied as follows:

By deleting the table appearing in sub-clause 4(a) and inserting the following:

<u>Years of Adult Service</u>	<u>Salary per annum</u>
	\$
1	8,866
2	8,929
3	8,992
4	9,057
5	9,118
6	9,181
7	9,243
8	9,306
9	9,370
10	9,433
11	9,497
12	9,560
13	9,623
14	9,684
15	9,749
16 and subsequent years of service	9,812

B. This order shall come into force as from the beginning of the first pay period commencing on or after 22 August 1977 and shall continue in force for a period of three months from that date.

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<sup>(1)</sup> Print C6615  
Recommended retail price 5¢

<sup>(2)</sup> Print D4320

Exhibit G Assurance Agents Awards

2

APPEARANCES:

<u>Name</u>	<u>Appearing for</u>
Mr J.F. Burge	The respondent members of the Insurance Employers Industrial Association

Dates and place of hearings:

<u>Date</u>	<u>Place</u>
9 September 1977	Melbourne

Variations to the award (since 1 July 1976)

V2 Print D265 - 4  
V3 Print D1147 - 4  
V4 Print D1557 - 4  
V5 Print D3129 - 4  
V6 Print D3926 - 4  
V7 Print D4560 - 4

Exhibit G Assurance Agents Awards

Print C6615

IN THE AUSTRALIAN CONCILIATION AND ARBITRATION  
COMMISSION

Conciliation and Arbitration Act 1904-1976

In the matter of a notification of an industrial dispute between

THE AUSTRALIAN INSURANCE STAFFS FEDERATION

and

T. & G. MUTUAL LIFE SOCIETY LIMITED and others

in relation to wages and working conditions

(C No. 1650 of 1975)

On 7 April 1976 the Commission (Mr Commissioner Paine) made the following award by consent in connection with the above matter:

1—TITLE

This award shall be known as the 'Insurance Officers (Life Superintendents) Award 1976'.

2—ARRANGEMENT

Clause number	Subject matter
1	Title
2	Arrangement
3	Definitions
4	Salaries
5	Lower rates for ill health
6	Hours
7	Public holidays
8	Annual leave
9	Sick leave
10	Payment for annual leave
11	Allowances
12	Termination of employment
13	Payment of salaries
14	General
15	Preference
16	Board of Reference
17	Previous awards superseded
18	Application of award
19	Operation of award
20	Reserved Matters
	Schedule of Respondents

3—DEFINITIONS

(a) 'Employer' shall mean any life assurance company or society, carrying on collector life assurance business in the Commonwealth of Australia or its Territories, which is a party to this award.

(b) 'Collector life assurance' shall mean the type of life assurance upon which the premiums are, by the terms of the policy, made payable at intervals of less than two months and are contracted to be received or are usually received by means of collectors in the service of the employer.

(c) 'Officer' shall mean any person commonly called a superintendent, who is on the outdoor staff of any employer and is appointed to a defined area and employed in supervising and assisting a group of collector life assurance agents in their agency activities and in such other duties incidental to the business as may be required by the employer.

(d) 'Collector life assurance agent' shall mean any person wholly or mainly employed in canvassing for and/or collecting premiums payable on collector life assurance policies and who may be required by his employer to canvas for and/or collect premiums payable on any other types of life assurance policies.

Recommended retail price 10c



## Exhibit G Assurance Agents Awards

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(e) 'Years of service' for the purposes of clause 4 of this award as a superintendent with any company shall be deemed to be years of service with such company, and any period heretofore or hereafter spent by an officer in compulsory military training or on active service in any way during such service shall be counted as service.

(f) 'Average earnings' per week for the purpose of clause 10 of this award shall be equal to an amount calculated by dividing the total of the amounts paid by the employer to the officer in all his pay periods ending between the Monday four complete weeks before the leave commences and a date one year earlier than the said Monday by the number of weeks in the said periods less any complete week for which payment under this award has not been made.

Provided that the portion of average earnings per week attributable to commissions earned on business personally introduced by the officer shall not in any circumstances exceed 20 per cent of the officer's weekly rate of salary at the date of commencement of leave as derived from clause 4 of this award.

### 4—SALARIES

(a) The minimum rate of salary to be paid per annum by respondents shall be:

Years of service	At the rate per annum From the first full pay period commencing on or after—	
	2.2.76 \$	15.2.76 \$
1 .. .. .	7,264	7,729
2 .. .. .	7,320	7,788
3 .. .. .	7,376	7,848
4 .. .. .	7,432	7,908
5 .. .. .	7,487	7,966
6 .. .. .	7,542	8,025
7 .. .. .	7,598	8,084
8 .. .. .	7,654	8,144
9 .. .. .	7,710	8,203
10 .. .. .	7,766	8,263
11 .. .. .	7,822	8,323
12 .. .. .	7,878	8,382
13 .. .. .	7,933	8,441
14 .. .. .	7,988	8,499
15 .. .. .	8,044	8,559
16 .. .. .	8,100	8,618

(b) Salaries shall be exclusive of any expenses incurred in the discharge of the officers' duties. All such expenses shall be as provided in clause 11 of this award.

### 5—LOWER RATES FOR ILL HEALTH

(a) If any officer is unable by reason of ill-health to earn the rates of remuneration prescribed in clause 4 of this award, he shall be paid not less than such rate as may be agreed upon by the employer concerned and the General Secretary of The Australian Insurance Staffs Federation or a representative of the General Secretary appointed in writing by the Federation. In the event of no agreement being arrived at, such rate shall be settled by the Board of Reference established under clause 16 of this award.

(b) Any such agreement made under this clause shall be current for a period not exceeding twelve months, but may be renewed on the same or different terms after a review of the circumstances then existing.

(c) The salary of an officer in respect of whom an agreement has been made with the Federation in accordance with sub-clause (a) hereof shall be subject to alteration in accordance with any alterations in the salary prescribed in clause 4 hereof for an officer at the commencement of his service.

### 6—HOURS

The ordinary working hours for officers shall not exceed eighty in any one fortnight and these hours may, with the approval of the employer, be worked at any time.

### 7—PUBLIC HOLIDAYS

(a) Officers working under this award shall receive the following days off as holidays without any deduction of pay:

New Year's Day, Australia Day, Labour Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Christmas Day, Boxing Day, or such other day as is generally observed in the locality as a substitute for any of the said days respectively and any day which is gazetted as a bank holiday in the State in which he is employed.

## Exhibit G Assurance Agents Awards

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(b) In South Australia, Commemoration Day (the 28th day of December) shall be granted instead of Boxing Day.

(c) Where any such holiday or day substituted therefor falls during a period of annual leave an extra day shall be added to the annual leave of the officer concerned.

### 8—ANNUAL LEAVE

(a) Every officer shall be entitled to four consecutive weeks annual leave at the end of each full year of service. Annual leave shall be in addition to all gazetted public holidays. By mutual agreement between the employer and the officer concerned the leave may be taken in two periods.

(b) In the event of it being found impracticable to grant such leave in any year, the officer concerned shall in the following year be granted four weeks leave in addition to the leave of such year.

(c) Leave shall not accumulate for more than two years.

(d) Any officer whose services are dispensed with (except for misconduct which would justify instant dismissal) or who leaves the services of any employer during the course of an annual period shall be entitled to leave pro rata herewith in respect to any period worked for which leave has not been taken.

(e) Annual leave shall be paid at the rate prescribed in clause 10 of this award.

### 9—SICK LEAVE

All officers shall, subject to the production of a medical certificate or other evidence satisfactory to the employer, be entitled to two weeks sick leave in each year of service on full pay cumulative for five years. No officer shall be required to produce a doctor's certificate unless such officer has been absent through sickness for a period in excess of two days. In all other cases of absence from duty without permission, no remuneration need be paid by the employer for the time not worked.

### 10—PAYMENT FOR ANNUAL LEAVE

(a) Before an officer proceeds on annual leave arising in terms of clause 8 of this award, he shall be paid for the full amount of leave to be taken, at the rate prescribed in clause 4 of this award plus 17.5 per cent of the amount payable in respect of such annual leave.

(b) Notwithstanding the provisions of sub-clause (a) hereof, if an officer has been employed for the whole of the 24 weeks immediately prior to the date leave is to commence he shall be paid for such annual leave at 'average weekly earnings' (as defined in clause 3 of the award) or an amount calculated in accordance with sub-clause (a) hereof whichever is the greater.

### 11—ALLOWANCES

(a) Where it is necessary for an officer to be away from home on the business of the employer he shall be allowed:

(i) all fares incurred with the employer's approval;

(ii) a minimum of \$14.00 for each night spent away from home provided that where expenses in excess of this amount are reasonably incurred the officer shall be reimbursed for all such additional expenses.

(b) The employer may provide and maintain all motor cars for use in the employer's business. If an officer, however, has acquired or acquires a motor car and maintains such motor car and the main and substantial purpose of such acquisition and maintenance (proof whereof shall rest upon him) is for use in the employer's business and not for the private use of the officer, then such officer shall be entitled to be paid an allowance of \$19.75 per week for each and every week (except any week in excess of four in any year during which the officer shall be absent from duty including sick, annual and long service leave) during which he maintains such motor car for the said purpose. The employer shall decide from time to time the extent to which the motor car is to be used and shall pay the officer the cost of requisite petrol in addition to the allowance.

An employer may at any time direct that thereafter the further maintenance of an officer's car on the employer's business is no longer necessary, and in such case the employer shall continue to pay the officer the said weekly allowance of \$19.75 per week for such motor car until such time as the officer can reasonably dispose of such motor car or until the expiration of the then current registration whichever is the earlier.

(c) (i) In cases not expressly covered by sub-clauses (a) and (b) of this clause an officer shall be paid each week an amount for general expenses (including fares) as mutually agreed upon between the employer and the officer provided, however, that such officer shall in no case be paid less than \$5.50 per week. In default of agreement between an officer and an employer as to the amount (if any) above such minimum to be paid to such officer, the Board of Reference shall determine such amount.

(ii) In any case not coming within paragraph (i) hereof where an officer desires to use his own motor car on any day for the business of the employer and obtains the prior approval of the employer for such use, the employer shall determine the amount of petrol to be purchased by such officer for such day's use and shall reimburse the officer the cost of such petrol and in addition the officer shall be paid in each week the weekly allowance under this sub-clause.

(d) Where a conveyance is purchased by the officer, the employer shall not charge the officer any interest on the advance (if any) made by the employer to finance such purchase. Repayments (if any) will be on account of principal only.

(e) In no circumstances shall an employer require an officer to purchase a conveyance on the hire-purchase principle or otherwise.

(f) Each officer shall be reimbursed for amounts reasonably expended by him on his employer's business in postage.

(g) Each officer shall be reimbursed for the amount reasonably expended by him on his employer's business on telephone calls or half the cost of telephone rental whichever is the greater.

#### 12—TERMINATION OF EMPLOYMENT

The employment of an officer shall not be terminated in the case of an officer with 10 or more years' service without at least 4 weeks' notice and, in the case of an officer with less than 10 years of service, without at least 2 weeks' notice given by the respondent and an officer shall give to the respondent at least 2 weeks' notice of his intention to terminate his employment. If 2 or 4 weeks notice, as the case requires, be not given by the respondent, 2 or 4 weeks' salary as the case may be, shall be paid and if an officer leaves without giving and working out 2 weeks' notice he shall forfeit an amount equal to his salary in respect of a period equal to that part of his notice which has not been worked.

Provided that the contract of employment may be terminated by any respondent without liability to pay for more than time actually worked, for misconduct or absence from work without reasonable cause.

#### 13—PAYMENT OF SALARIES

(a) All salaries, allowances and expenses shall be paid at least once a fortnight on each employer's existing pay day.

(b) Officers going on annual leave shall be paid for such annual leave before departure.

(c) Whenever the salary payable to an officer hereunder is altered, he shall with the payment of his first salary after such alteration be given by his employer a written statement showing the salary then payable and particulars of all deductions (if any) made therefrom by such employer.

#### 14—GENERAL

Until his existing agreement with his employer is terminated under the terms and provisions therein contained and subject to such terms and provisions no officer shall, as a result of the provisions contained in this award, suffer any loss of wages, salary, allowance, benefits, concessions, privileges or position to which he may be entitled under such agreement.

#### 15—PREFERENCE

The employers undertaking not to discriminate against the members of The Australian Insurance Staffs Federation, no express stipulation for preference in favour of such members is included in this award.

#### 16—BOARD OF REFERENCE

(a) There shall be a Board of Reference established in Melbourne in the State of Victoria. The Board shall consist of three representatives of the employers and three of the Federation and a Chairman. When it is desired by either party to refer any matter to the Board, the party desiring the reference shall notify the other party of the matter or matters to be referred. Such notice shall when the reference is made by the Federation, be given to the Executive Secretary of the Insurance Employers Industrial Association and to such other persons as the employers may nominate, and when the reference is by the employers, to the General Secretary of the Federation. The Chairman shall be mutually agreed upon, but, failing agreement, shall be the Industrial Registrar or the Deputy Industrial Registrar for the State of Victoria.

(b) The meetings of the Board shall take place as agreed upon between the parties to the reference, but, failing agreement, as the Industrial Registrar shall decide.

(c) At the meetings of the Board of Reference three representatives and the Chairman shall form a quorum.

(d) Either party at any time may change its representatives.

## Exhibit G Assurance Agents Awards

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(e) The Board of Reference shall have power to deal with matters between the parties arising under this award and more specifically the following matters:

- (i) Disputes as to expenses payable under this award, including disputes as to the necessity for acquisition or use by the officer of a motor car.
- (ii) Complaints as to alleged wrongful dismissal from employment.
- (iii) Complaints that the circumstances of employment generally or in specific cases have been altered by one party without the concurrence of the other party thereby affected.

(f) There shall be a right of appeal to a Commissioner from any decision of a Board of Reference. Notice of such appeal shall be given to the Commissioner and to the opposite party within fourteen days of such decision and the appeal shall be lodged within seven days thereafter, but the Commissioner may give extended time for such notice and appeal.

(g) Nothing in this clause shall take away from any party the right to apply to the Australian Conciliation and Arbitration Commission or the Australian Industrial Court for variation or interpretation of this award.

### 17—PREVIOUS AWARD SUPERSEDED

This award shall supersede all previous awards and/or orders made in regard to life superintendents in the employ of respondent employers, except the Insurance Officers (Life Superintendents) Long Service Leave Award 1965, but no right, obligation or liability accrued or incurred under any such previous awards and/or orders shall be affected hereby.

### 18—APPLICATION OF AWARD

This award shall be binding upon The Australian Insurance Staffs Federation and their members and the respondent employers listed in the schedule to the award and shall apply to all officers (as defined in clause 3 of this award) employed by any life assurance company or society named in the schedule hereto, insofar as it carries on collector life assurance business in the Commonwealth of Australia or its Territories.

### 19—OPERATION OF AWARD

This award shall come into operation as from the first pay period commencing on or after 2 February 1976. This award shall remain in force until 1 February 1977.

### 20—RESERVED MATTERS

The parties reserve the right to raise 'Preference to Union Members' and the length of the Salary Scale in clause 4 of this award, during the currency of the award.

#### *Schedule of Respondents*

T. & G. Mutual Life Society Limited, The, Russell and Collins Sts, Melbourne.  
Colonial Mutual Life Assurance Society Limited, The, 330 Collins St, Melbourne.  
Mercantile Mutual Life Insurance Co. Ltd, Hunter and Bligh Sts, Sydney.  
Mutual Life and Citizens' Assurance Company Limited, The, Victoria Cross, North Sydney.

Exhibit G Assurance Agents Awards

L7 V3 M4 Print D268

IN THE AUSTRALIAN CONCILIATION AND ARBITRATION COMMISSION

Conciliation and Arbitration Act 1904

In the matter of an application by The Australian Insurance Employees' Union  
to vary the

LIFE ASSURANCE COLLECTOR AGENTS AWARD, 1974<sup>(1)</sup>

in relation to the National Wage Decision May 1976

(C No. 3141 of 1976)

On 6 August 1976 the Commission (Mr Commissioner Paine) made the following  
order determining the above application consequent upon a decision of the Full  
Bench dated 28 May 1976<sup>(2)</sup>:

A. The above award is varied in the following manner:

1. By deleting from sub-clause (a) of clause 10 - Wages the amount of  
\$65.00 and inserting "\$96.80".

B. This order shall come into force as from the beginning of the first pay  
period commencing on or after

(1) 15 May 1976 as to ordinary rates

(2) 6 June 1976 as to extraneous payments

and shall remain in force for a period of three months from 15 May 1976.

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<sup>(1)</sup> Print C1049

Recommended retail price 5¢

<sup>(2)</sup> Print C5500

Exhibit G Assurance Agents Awards

Variations to the award (since 1 July 1976)

L7 V3 M4 Print D268 W

Printed by the Commonwealth Government Printing Unit, Melbourne

Exhibit G Assurance Agents Awards

L7 V2 M9 Print D4591

IN THE AUSTRALIAN CONCILIATION AND ARBITRATION COMMISSION

Conciliation and Arbitration Act 1904

In the matter of the

LIFE ASSURANCE COLLECTOR AGENTS AWARD 1976<sup>(1)</sup>

in relation to National Wage August 1977<sup>(2)</sup>

(C No. 810 of 1977)

DEPUTY PRESIDENT ISAAC

MELBOURNE, 11 NOVEMBER 1977

ORDER BY CONSENT (OWN MOTION)

A. The above award is varied as follows:

By deleting the figure appearing in sub-clause 10(a) and inserting the figure "\$111.40".

B. This order shall come into force from the beginning of the first pay period commencing on or after 22 August 1977 and shall remain in force for a period of three months from that date.

APPEARANCES:

<u>Name</u>	<u>Appearing for</u>
Mr J.F. Burge	The respondent members of the Insurance Employers Industrial Association

Date and place of hearing:

<u>Date</u>	<u>Place</u>
9 September 1977	Melbourne

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<sup>(1)</sup> Print D3188

<sup>(2)</sup> Print D4320

Recommended retail price 5¢

Exhibit G Assurance Agents Awards

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Variations to the award (since 1 July 1976)

V- Print D3188 - award  
V1 Print D3890 - 10  
V2 Print D4591 - 10



Exhibit I Time Payment Collectors  
(State) Award

*N.S.W. INDUSTRIAL GAZETTE*—3 NOVEMBER, 1976. [VOL. 203.]

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(No. 59677)

**TIME PAYMENT COLLECTORS (STATE) AWARD**

Industrial Registrar's Office, Sydney, 3rd November, 1976.

THE following award of the Time Payment Collectors, &c. (State) Conciliation Committee (constitution published in the Industrial Gazette, vol. 55, page 908, and which is reprinted at end of award herein) is published in accordance with the provisions of the Industrial Arbitration Act, 1940, as amended.

K. R. FETHERSTON, Industrial Registrar.

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**INDUSTRIAL ARBITRATION ACT, 1940, AS AMENDED**

Tuesday, the 20th day of July, 1976

Time Payment Collectors, &c. (State) Conciliation Committee

Application by the Federated Clerks' Union of Australia, New South Wales Branch, industrial union of employees

No. 43 of 1976

Pursuant to the provisions of the Industrial Arbitration Act, 1940, as amended, the following award is made:

**Time Payment Collectors (State) Award**

Basic Wage for Adult Males: \$56.10 per week.

**1. Arrangement**

1. Arrangement
2. Basic Wage
3. Wages
4. Commission
5. Meal Times
6. Meal Allowance
7. Expenses
8. Locomotion
9. Holidays
10. Sick Leave
11. Accident Pay
12. Cash Bond
13. Termination of Employment
14. Crediting Collector's Returns
15. Annual Leave
16. Annual Leave Loadings
17. Long Service Leave
18. Preference of Employment
19. Bereavement Leave
20. Jury Service
21. Leave Reserved
22. Area, Incidence and Duration

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Exhibit I Time Payment Collectors  
(State) Award

*N.S.W. INDUSTRIAL GAZETTE*—3 NOVEMBER, 1976. [VOL. 203.]

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2. Basic Wage

This award, in so far as it fixes rates of wages for adult males, is made by reference and in relation to a basic wage for adult males of \$56.10 per week.

The said basic wage for adult males is the basic wage notified in the Industrial Gazette on 16th June, 1976, pursuant to subsection (3) of section 58 of the Industrial Arbitration Act, 1940, as amended.

The said basic wage is subject to alteration in accordance with the provisions of subsection (2) of section 57 of the said Act.

3. Wages

(a) The minimum wages for persons employed as collectors, canvassers, or clear-out men shall be \$132.90 per week, provided that the minimum wages of an employee with less than 3 months' experience in the industry shall be \$119.60 per week.

(b) Where an employee is required to work on Saturday he shall be paid in addition to wages for the time so worked a loading of \$5.40.

(c) NOTATION—It is recommended that in circumstances where the wage rates prescribed by this award are so increased by order of the Industrial Commission of New South Wales pursuant to section 57 of the Industrial Arbitration Act, 1940, as amended, as a result of a decision of a Full Bench of the Australian Conciliation and Arbitration Commission to reflect movements in the Consumer Price Index as a result of wage indexation cases, that employers bound by this award apply the indexation increase to an employee's actual rate of pay as defined hereunder.

"Actual Rate of Pay" in respect of this award, is defined as the total amount an employee would normally receive for performing his ordinary hours of work: Provided that such rate shall expressly exclude overtime, penalty rates, disability allowance, shift allowances, special rates, fares and travelling time allowances, and any other ancillary payments of a like nature: Provided further that this definition shall not include production bonuses and other methods of payment by results which by virtue of their basis of calculation already produce the result intended hereby.

4. Commission

(a) Where an employee receives in addition to the minimum wages referred to in clause 3, hereof, a commission payment from his employer, then any alteration to his quotas, or the amount or rate of commission or territory to be worked shall not reduce the employee's commission for a period of three months from the date of such alteration or until after three months' notice of intention to make such alteration has been given, whichever date is the earlier.

(b) Provided that a minimum of three months' notice of intention to review an alteration of quotas, or amounts or rates of commission or territory to be worked may be given, but such notice shall lapse if such alteration is not effected within a period of one month from a date three months after the giving of the notice.

(c) Any notice given prior to 13th July, 1976, shall be null and void.

5. Meal Times

Each employee shall be allowed not less than thirty minutes nor more than one hour for a midday meal.

6. Meal Allowance

An employee who has commenced work on any day before midday and who works after 6.00 p.m. on such day shall be allowed the sum of \$2.00 for a meal.

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7. Expenses

(i) Employees shall be recouped each week for all money actually and reasonably expended by authority on employer's business.

(ii) Any disputes concerning the payment of expenses or the amount thereof may be referred to the appropriate conciliation committee.

8. Locomotion

All means of locomotion required by the employer shall be provided and maintained by the employer but where an employee by arrangement with his employer provides his own motor vehicle he shall receive in addition to the remuneration provided in clause 3. Wages, of this award, a minimum allowance of \$30.00 per week for such motor vehicle if under 14 horsepower and \$35.00 per week if 14 horsepower or over; in the case of a motor cycle the allowance shall be \$11.00 per week: Provided that arrangements not less favourable to the employee than the above may be made between the employee and the employer.

9. Holidays

The following shall be observed as holidays and shall be paid for even though not worked: New Year's Day, Australia Day, Anzac Day, Good Friday, Easter Monday, Queen's Birthday, Labour Day, Christmas Day and Boxing Day and any other holidays which may, from time to time, be proclaimed for the State in addition to or in lieu of such day or days.

10. Sick Leave

(i) Weekly employees shall, subject to the production of a medical certificate or other evidence satisfactory to the employer (which may include a statutory declaration) be entitled to five days' sick leave during the first year of service and eight days during the second and subsequent years of service on full pay. Provided that a statutory declaration shall be sufficient proof of sickness in respect of the first two single day's absence of an employee in any year.

(ii) An employee shall, wherever practicable, within 24 hours of the commencement of absence due to illness or injury, inform the employer of his inability to attend for duty and as far as practicable, state the nature of the illness or injury and estimated duration of the absence.

(iii) The payment for any absence on sick leave in accordance with this clause during the first three months of employment of an employee may be withheld by the employer until the employee completes such three months of employment at which time the payment shall be made.

(iv) An employee shall not be entitled to sick leave on full pay for any period in respect of which such employee is entitled to workers' compensation, provided however that an employer shall pay to an employee who has sick leave entitlement under this clause, the difference between the amount received as workers' compensation, and full pay in respect of any period in which the employee is not entitled to accident pay as prescribed by clause 11. Accident Pay, hereof. If an employer pays such difference the employee's sick leave entitlement under this clause shall for each week during which such difference is paid be proportionately reduced.

(v) If the full period of sick leave is not taken in any year the whole or any untaken portion shall be cumulative from year to year provided that an employer shall not be bound to credit an employee for sick leave which accrued more than twelve years before the end of the last completed year of service.

(vi) Part-time employees shall, subject to the provisions of this clause, be entitled to a proportionate amount of sick leave. The amount of sick leave to which a part-time employee is entitled in any year shall bear the same ratio to sick leave prescribed during that year of service for weekly employees as the part-time employee's normal ordinary hours of work for a week during such year would have borne to the number of ordinary hours worked by weekly clerical employees in the section or department in which the part-time employee is employed.

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(vii) Service before the date of this award shall be counted for the purpose of assessing the annual sick leave entitlement but shall not be taken into consideration in arriving at the period of accumulated leave. An employee whose employment commenced on or before 13th March, 1976, shall be entitled to the increased quantum of sick leave prescribed by subclause (i) hereof according to the employee's year of service commencing on or after that date. Accumulated leave at the credit of the employee at the commencement of this award will not be increased or reduced by the operation of this clause.

11. Accident Pay

(a) For the purposes of this clause the following words shall, unless the context otherwise indicates, have the following meanings:

- (i) "Accident Pay" means—A weekly payment of an amount representing the difference between the amount of compensation received and the rate of wage prescribed for such employee for the week in question;
- (ii) "Compensation" means—The weekly payment for incapacity made pursuant to the Act and in the case of partial incapacity includes the amount which the employee earned or which the Workers' Compensation Commission determines or the parties agree the employee was able to earn in the week in question in some suitable employment or business whichever is the greater;
- (iii) "Injury" means—Personal injury arising out of or in the course of the employment (including, but without limiting the generality of the foregoing any disease to which the provisions of the Act apply and any injury received during a daily or other periodic journey or any other journey to which the provisions of the Act apply or during any ordinary recess referred to in section 7 of the Act) resulting in incapacity and for which compensation is being paid.
- (iv) "Incapacity" means—Total or partial incapacity within the meaning of the Act.
- (v) "The Act" means—The Workers' Compensation Act, 1926, as amended.
- (vi) "Rate of Wage" means—In relation to an employee on weekly hiring the basic wage and margin prescribed by this award for a 40-hour week in respect of the classification in which the employee was employed at the date of the injury.
- (vii) "Third Party" means—A person other than the employer who is alleged to be liable for damages in respect of the injury.

(b) The employer of an employee who has received an injury shall subject to this clause pay to such employee accident pay for so long as the employment of such employee by such employer is subsisting and compensation is being paid to such employee for such injury.

(c) (i) No accident pay shall be payable in respect of any period of incapacity commencing during the first 2 weeks of an employee's employment by an employer unless such period of incapacity is continuing at the date of expiration of such first 2 weeks of employment in which case accident pay shall only be payable in respect of that part of such period of incapacity which occurs after such first 2 weeks of employment;

(ii) In the case of an injury within the meaning of subsections (4), (4B) or (4C) of section 7 of the Act (which deal with industrial diseases of such a nature as to be contracted by gradual process) an employer shall not be liable to pay accident pay to an employee pursuant to this clause unless:

- (1) the employee has completed a minimum period of 3 months' service with the employer prior to the date of the happening of the injury, which in accordance with section 7 (5) of the Act, shall be deemed to have happened at the time of the employee's incapacity; and
- (2) the employee is still as at the date of such happening employed by the employer under a then subsisting contract of service.

(d) An employee shall not be entitled to the payment of accident pay in respect of any period for which he is granted annual leave on pay or long service leave on pay or for any public holiday for which payment is made in accordance with clause 9, Holidays, of this award.

(e) An employee upon receiving any injury for which he claims to be entitled to receive accident pay shall as soon as practicable after the happening thereof give to his

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employer notice in writing of the said injury and shall provide in writing all other information which the employer may reasonably require, and shall if required authorize his employer to obtain such information as he may reasonably desire.

(f) An employee shall upon receiving compensation furnish to the employer particulars of the compensation paid or payable and such other information as the employer may from time to time reasonably require.

(g) Compliance with the obligations under subclauses (f) and (g) of this clause shall be a condition precedent to any entitlement under the clause.

(h) Nothing in this clause shall in any way be taken as restricting or removing the employer's right under section 51 of the Act to require the employee to submit himself to examination by a legally qualified medical practitioner provided and paid by the employer and if the employee refuses to submit himself to such examination or in any way obstructs the same his right to receive or continue to receive accident pay shall be suspended in like manner as his right to compensation is suspended pursuant to section 51 of the Act until such examination has taken place.

(i) Where it is agreed between the employer and the employee that the employee is partially fit for employment or where a medical referee or board gives under section 51 of the Act a report or certificate that the employee is partially fit for employment and/or specifying the kind of employment for which the employee is fit and the employer duly makes available to the employee suitable employment but the employee refuses or fails to resume or perform the employment so made available then all payments in accordance with this clause shall cease and determine from the date of such refusal or failure.

(j) No accident pay shall be payable for a period or aggregate of periods exceeding 26 weeks for any incapacity in respect of and resulting from any particular injury.

(k) Where accident pay is payable for incapacity for part only of a week the amount payable shall bear the same ratio to accident pay for a week as the employee's normal ordinary hours of work during such part would have borne to the employee's normal working week.

(l) An employer shall not terminate the employment of an employee who is in receipt of accident pay unless at or before terminating the employment he makes a written agreement with the employee to continue to pay accident pay in accordance with the terms which would have been applicable had such employment not been terminated.

(m) The right to be paid accident pay shall terminate on the death of an employee and no sum shall be payable to the legal personal representative, next-of-kin, assignee or dependant of the deceased employee, with the exception of accident pay accrued up to the time of death.

(n) There shall be no further liability for accident pay in respect of an injury where in respect of the subject injury there is a redemption of weekly payments by the payment pursuant to section 51 of the Act of a lump sum or the employee obtains a verdict for damages against the employer or a third party or is paid by his employer or by a third party an amount in settlement of any claim for damages.

(o) Any employee who is receiving or has received accident pay in respect of an injury shall furnish all relevant information to his employer concerning any proceedings he institutes or any claim he makes against a third party for damages in respect of that injury and he shall if required authorize such employer to obtain from the employee's solicitors such information as he may reasonably require as to the progress of such proceedings or claim and the employee shall if required provide the employer with an irrevocable authority charging any moneys payable pursuant to any verdict or settlement in respect of such proceedings or claim with the repayment to the employer of the amount of accident pay paid or payable by the employer to the employee in respect of the injury.

(p) The employee shall not be entitled to receive accident pay if he fails to comply with a request by the employer to give to the employer:

- (i) an undertaking that if the employee obtains a verdict for damages against his employer in respect of any injury or is paid an amount in settlement of any claim for damages that he has made against his employer in respect of such injury he will immediately upon payment to him or his agent of such

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verdict for damages or amount in settlement of a claim therefor repay to his employer the amount of accident pay which the employer has paid or may pay in respect of such injury and an authority for the employer alternatively to deduct the amount of the accident pay from any money owing or which may become owing from the employer to the employee under such verdict or settlement;

- (ii) an undertaking that where the injury was caused under circumstances creating a liability in a third party to pay damages in respect thereof and the employee obtains a verdict for damages or is paid an amount of money in settlement of any claim for damages he has made against that third party he will out of such verdict or amount of money repay to the employer the amount of accident pay which the employer has paid or may pay in respect of the injury; and:
- (iii) an irrevocable authority addressed to any third party requiring such third party out of any verdict which may be obtained by the employee against such third party or any amount of money payable to the employee in settlement of any claim for damages made against such third party to pay to the employer the amount of accident pay which the employer has paid or may pay to the employee.

(q) In the event of the rates of compensation payable pursuant to the Act at the date hereof being varied at any time after the date hereof, such variations shall not operate so as to increase the amount of accident pay payable hereunder above the amount that would have been payable if such rates of compensation had not been varied.

#### 12. Cash Bond

Where cash bonds are required a sliding scale according to the amount of monthly business transacted shall be adopted. Such bonds shall be payable from commission at the rate of not more than 12½ per centum of monthly commission.

All such moneys plus monthly interest at the rate of 6 per centum per annum shall be repaid within 2 months of termination of employment.

#### 13. Termination of Employment

(i) The employment of a weekly employee may be terminated only by one week's notice on either side, which may be given at any time, or by payment by the employer or forfeiture by the employee of a week's pay in lieu of notice. This shall not affect the right of the employer to dismiss an employee without notice in the case of an employee guilty of misconduct.

(ii) Any employee who has been employed for not less than one month on leaving or being discharged, shall, upon request, be entitled to a statement in writing, containing the date when the employment began and the date of its termination. The statement shall be the property of the employee and shall be returned to him, unnoted by any subsequent employer, within seven days of the engagement.

#### 14. Crediting Collectors' Returns

A collector shall be credited with any collections received by his employer as a direct result of the efforts of the collector.

#### 15. Annual Leave

See Annual Holidays Act, 1944, as amended.

#### 16. Annual Leave Loadings

(i) This clause takes effect on and from 1st July, 1974. It applies only in relation to annual holidays to which employees become or have become entitled after 30th June, 1974.

(ii) In this clause the Annual Holidays Act, 1944, as amended, is referred to as "the Act".

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(iii) Before an employee is given and takes his annual holiday, or where by agreement between the employer and employee the annual holiday is given and taken in more than one separate period, then before each of such separate periods, the employer shall pay his employee a loading determined in accordance with this clause. (NOTE: The obligation to pay in advance does not apply where an employee takes an annual holiday partly or wholly in advance—see subclause (vii).)

(iv) The loading is payable in addition to the pay for the period of holiday given and taken and due to the employee under the Act and this award.

(v) The loading is to be calculated in relation to any period of annual holiday to which the employee becomes or has become entitled since 30th June, 1974, under the Act and this award and which commences on or after 1st July, 1974, or, where such a holiday is given and taken in separate periods, then in relation to each such separate period. (NOTE: See subclause (vii) as to holidays taken wholly or partly in advance after 30th June, 1974.)

(vi) The loading is the amount payable for the period or the separate period, as the case may be, stated in subclause (v) at the rate per week of 17½ per cent of the appropriate ordinary weekly time rate of pay prescribed by this award but shall not include overtime or any other payments prescribed by this award.

(vii) No loading is payable to an employee who takes an annual holiday wholly or partly in advance; provided that, if the employment of such an employee continues until the day when he would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subclause (vi) of this clause applying the award rates of wages payable on that day. This subclause applies where an annual holiday has been taken wholly or partly in advance after 30th June, 1974, and the entitlement to the holiday arises on or after that date.

(viii) Where, in accordance with the Act and after 30th June, 1974, the employer's establishment or part of it is temporarily closed down for the purpose of giving an annual holiday or leave without pay to the employees concerned—

(a) an employee who is entitled under the Act to an annual holiday and who is given and takes such a holiday shall be paid the loading calculated in accordance with subclause (vi) of this clause;

(b) an employee who is not entitled under the Act to an annual holiday and who is given and takes leave without pay shall be paid in addition to the amount payable to him under the Act such proportion of the loading that would have been payable to him under this clause if he had become entitled to an annual holiday prior to the close-down as his qualifying period of employment in completed weeks bears to 52.

(ix) (a) When the employment of an employee is terminated by his employer on or after 1st July, 1974, for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which he became entitled after 30th June, 1974, he shall be paid a loading calculated in accordance with subclause (v) for the period not taken.

(b) Except as provided by paragraph (a) of this subclause no loading is payable on the termination of an employee's employment.

(x) This clause extends to an employee who is given and takes an annual holiday and who would have worked as a shift worker if he had not been on holiday; provided that, if the amount to which the employee would have been entitled by way of shift work allowances and weekend penalty rates for the ordinary time (not including time on a public or special holiday) which the employee would have worked during the period of the holiday exceeds the loading calculated in accordance with this clause, then that amount shall be paid to the employee in lieu of the loading.

17. Long Service Leave

See Long Service Leave Act, 1955, as amended.

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18. Preference of Employment

(i) (a) Subject to the provisions of this clause absolute preference of employment shall be given to the members of the Federated Clerks' Union of Australia, New South Wales Branch.

(b) Such preference shall be limited to the point where a member of such union and a person who is not such a member are offering for service or employment at the same time, and in the case of retrenchment, to the point where either such a member or such a person is to be dismissed from service or employment.

(c) The employment to which this subclause applies is employment in an industry or calling in respect of which the said union is entitled to enrol members pursuant to its rules.

(d) The provisions for preference made by this clause shall not apply to or in respect of the employment in any industry or calling of a person who has been issued by the Industrial Registrar with a certificate of exemption, pursuant to subsection (2) of section 129B of the Industrial Arbitration Act, 1940, as amended, covering that industry or calling if the period specified in such certificate or any renewal thereof has not expired.

(ii) (a) A like absolute preference of employment shall be given to persons who are competent for the work required and who have been members of the Forces during the war.

(b) In this subclause—

“Auxiliary Service” means Army Medical Corps, Nursing Service of the Crown, Australian Army Medical Nursing Service, Australian Women's Army Service, Women's Royal Australian Naval Service, Women's Australian Auxiliary Air Force or such other organization as the Governor may, by proclamation from time to time, declare to be an auxiliary service for the purpose of subsection (4) of section 20 of the Industrial Arbitration Act, 1940, as amended.

“Combat Area” means an area prescribed as such for the purposes of the Australian Repatriation Act, 1920–1943, of the Commonwealth of Australia.

“Enlistment” means an engagement, whether by appointment, enlistment or otherwise, rendering a person liable to be employed on active service abroad or in a combat area as a member of the Forces or of an auxiliary service.

“Member of the Forces” means any person who was, at the time of his enlistment a resident in the Commonwealth of Australia or in a mandated territory of the Commonwealth or in any territory under the jurisdiction of the Commonwealth or who was domiciled in any State of the Commonwealth or in any such territory and who, during the war, served abroad or within a combat area as a member of any Australian Military Force or of the Royal Australian Naval Force or as a member of the Royal Australian Air Force or as a member of an auxiliary service and who has been duly discharged from such service.

“War” means the war against Germany which commenced on the third day of September, one thousand nine hundred and thirty-nine, and the subsequent war against Italy and other allies of Germany and the war against Japan.

(iii) This clause shall be subject to—

(a) the Returned Soldiers and Sailors Employment Act, 1919, as amended; and

(b) any law relating to preference in employment to persons who have served as members of the Naval, Military or Air Forces of the Commonwealth.

19. Bereavement Leave

An employee on weekly hiring shall be entitled to a maximum of two days' leave without loss of pay on each occasion and on production of satisfactory evidence of the death in Australia of the employee's husband, wife, father, mother, brother, sister, child, stepchild or parents-in-law. For the purposes of this clause the words “wife” and “husband” shall include de-facto wife or husband and the words “father” and “mother” shall include foster father or mother.



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20. Jury Service

An employee on weekly hiring required to attend for jury service during his ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his attendance for such jury service and the amount of wage he would have received in respect of the ordinary time he would have worked had he not been on jury service.

An employee shall notify his employer as soon as possible of the date upon which he is required to attend for jury service. Further the employee shall give his employer proof of his attendance, the duration of such attendance and the amount received in respect of such jury service.

21. Leave Reserved

Leave is reserved to the union to apply as it may be advised in respect of clause 3, Wages, clause 4, Commission, clause 8, Locomotion, clause 10, Sick Leave clause 11, Accident Pay, clause 16, Annual Leave Loadings, clause 18, Preference of Employment, claims for Severance Pay, Trade Union Training and Office Representatives.

22. Area, Incidence and Duration

This award rescinds and replaces the Time Payment Collectors (State) Award published 7th May, 1975, and all variations thereof.

It shall apply to time payment collectors, clear-out men and canvassers (other than for the sale of goods) within the jurisdiction of the Time Payment Collectors, &c. (State) Conciliation Committee.

It shall take effect on and from the first pay period to commence on and after the 21st June, 1976, with the exception of subclause (b) of clause 3, Wages, clause 4, Commission and clause 8, Locomotion, which shall take effect from the beginning of the first pay period to commence on or after the 13th July, 1976.

It shall remain in force until the 12th day of March, 1978.

L. C. GLYNN, Chairman.

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**Time Payment Collectors, &c. (State) Concillation Committee**

**Industries and Callings**

All persons employed as canvassers or collectors for time payment, hire purchase, cash order or money lending businesses, and persons employed as clear-out men in connection with such businesses, throughout the State, excluding the County of Yancowinna;

Excepting employees of—

The Council of the City of Sydney;  
The Sydney County Council.