

TARANAKI **PUBLIC ACCOUNTANTS' EMPLOYEES.**—
INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 23rd day of December, 1937, between the Taranaki Public Accountants' Employees' Industrial Union of Workers (hereinafter referred to as "the union") of the one part, and the Taranaki Public Accountants whose names appear in the schedule marked "B" hereto (hereinafter referred to as "the employers") of the other part, whereby it is mutually agreed by and between the parties hereto as follows:—

1. That as between the parties hereto the terms, conditions, stipulations, and provisions contained and set out in the schedule hereto and marked "A" shall be binding upon the said parties,

and the said terms, conditions, stipulations, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this agreement.

2. That the said parties hereto shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, conditions, stipulations, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

SCHEDULE "A."

Interpretation.

3. (a) This agreement shall apply only to clerical workers employed by public accountants in the Taranaki Industrial District.

(b) "Clerks" shall be deemed to be employees who are principally engaged in writing, typing, or any other form of clerical work.

(c) "Typistes" shall be deemed to be employees who are engaged in typing and/or shorthand and in addition may perform other clerical work.

(d) "Machine operators" shall be deemed to be employees who are principally engaged in the operating of calculating or book-keeping machines.

(e) "Period of service" shall be the total period or periods worked by any member of the union in any office.

Hours of Work.

4. Subject to the provisions of the Shops and Offices Act, 1921-22, and any amendments, the ordinary hours of work shall not exceed forty hours per week, to be worked from Monday to Saturday inclusive.

Overtime.

5. Overtime shall be payable in accordance with the provisions of the Shops and Offices Act, 1921-22, and any amendments thereof.

Travelling-time.

6. For the purpose of computing the hours of work, time occupied in travelling outside ordinary working-hours is not to be taken into account. The employers are to be responsible for actual travelling-expenses.

Casual Employees.

7. Any worker engaged for less than one week shall be termed a "casual" worker. A casual worker engaged for less than one full week shall be paid a proportionate part of a week's salary computed on an hourly basis.

Terms of Employment.

8. (a) The employment shall be a weekly employment, and two weeks' notice of termination of employment shall be given by either party, but this shall not affect the right of an employer to dismiss summarily any employee guilty of gross misconduct.

(b) An employer shall be entitled to make a rateable deduction from the wages of an employee for time lost through the employee's default, but in the case of sickness and upon the production of a medical certificate, if required, an employee shall be entitled to sick-leave on full pay for a period not exceeding fourteen days in any one year.

(c) An employee, if requiring same, shall be entitled to leave not exceeding fourteen days in any one year, in addition to other holidays as provided in clause 10 hereof, for the purpose of military training, military pay to be supplemented by the employer so that the employee during the course of military training shall be receiving full pay.

Declaration of Secrecy.

9. Every employee, if requested so to do by his or her employer, shall make a declaration of secrecy before commencing his or her employment.

Holidays.

10. (a) The following days shall be observed as holidays—namely, New Year's Day and the day following, Good Friday, Easter Saturday, Easter Monday and the day following, King's Birthday, Labour Day, Christmas Day, and Boxing Day.

(b) Each employee shall, in addition to the holidays mentioned in subclause (a) hereof, be entitled to an annual holiday of one week on full pay on completion of each year of continuous service, or a proportionate holiday on completion of not less than six months' continuous service, except that after two years' continuous service employees shall be entitled to two weeks' holiday on full pay.

Accountancy Examinations.

11. Workers shall be entitled to time off without loss of pay for the purpose of sitting for accountancy examinations.

Wages.

12. The minimum weekly rate of wages for employees shall be as follows:—

(a) Female clerks and typistes—

Period of Service.	Rate per Week.		
	£	s.	d.
First half-year	0	15	0
Second half-year	0	19	0
Third half-year	1	3	0
Fourth half-year	1	7	0
Fifth half-year	1	11	0
Sixth half-year	1	15	0
Fourth year	2	0	0
Fifth year	2	5	0
Sixth year	2	10	0

And thereafter according to ability.

(b) Female machine operators—

Period of Service.	Rate per Week.		
	£	s.	d.
First half-year	0	15	0
Second half-year	0	19	0
Third half-year	1	3	0
Fourth half-year	1	7	0
Fifth half-year	1	11	0
Sixth half-year	1	15	0
Fourth year	2	0	0
Fifth year	2	5	0

And thereafter according to ability.

(c) Males—

Period of Service.	Rate per Week.		
	£	s.	d.
First half-year	0	15	0
Second half-year	0	19	0
Third half-year	1	3	0
Fourth half-year	1	7	0
Fifth half-year	1	11	0
Sixth half-year	1	15	0
Fourth year	2	0	0
Fifth year	2	7	6
Sixth year	2	15	0
Seventh year	3	2	6
Eighth year	3	10	0
Ninth year	4	0	0
Tenth year	4	10	0
Eleventh year	5	0	0

And thereafter according to ability.

(d) Any male employee who has completed five years of service and is a member of the New Zealand Society of Accountants shall be entitled to not less than 10s. per week in addition to the rates specified in subclause (c) hereof.

(e) In the event of any amendment to the Apprentices Act or amendments thereof, or any other alteration of the law whereby special provision is made relating to apprentices or student clerks, this agreement shall be construed subject to such special provisions.

Payment of Wages.

13. Wages shall be paid at intervals of not more than one calendar month.

Under-rate Workers.

14. (a) Any worker who considers himself unable to earn the minimum wage fixed by this agreement may be paid such lower wage as may from time to time be fixed on the application of the worker to the secretary of the union, who shall forward such application to the committee set up under clause 16 hereof.

(b) Such permit shall be for such period, not exceeding six months, as the committee shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wages again fixed in the manner prescribed by this clause.

(c) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(d) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Preference.

15. (a) If any employer shall hereafter engage any worker coming within the scope of this agreement who shall not be a member of the union, and who shall not become a member thereof within fourteen days after his engagement and remain a member, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union equally qualified to perform the particular work required to be done and ready and willing to undertake same.

(b) The provisions of the foregoing clause shall operate only if and so long as the rules of the union shall permit any worker coming within the scope of this agreement of good character and sober habits to become a member of the union

upon payment of an entrance fee not exceeding five shillings (5s.) upon a written application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

Disputes Committee.

16. (a) Should any dispute arise between the parties to this agreement incidental to or arising out of the interpretation of the agreement, it shall be referred for settlement to a committee consisting of two representatives of the union and two representatives of the employers, who may, in the event of their failing to agree, appoint an arbitrator, whose decision shall be final and binding upon the parties.

(b) A committee constituted in accordance with subsection (a) hereof shall have power to deal with matters affecting under-rate workers.

Exemptions.

17. (a) This agreement shall not apply to male employees who are in receipt of not less than £275 per annum, or female employees who are in receipt of not less than £170 per annum.

(b) The "hours of work" clause shall not apply to workers substantially engaged upon those classes of work expressly excluded by the Shops and Offices Act and its amendments from the provisions of that Act.

(c) The provisions of this agreement shall not apply to workers employed by a public accountant under an apprenticeship contract or service agreement as approved by the Hon. the Minister of Labour.

Scope of Agreement.

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

Term of Agreement.

19. This agreement shall come into force on the 20th day of December, 1937, and shall continue in force until the 15th day of April, 1939.

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

The Taranaki Public Accountants' Employees' Industrial Union of Workers—

[L.S.]

W. H. QUICKFALL, President.
F. V. MORINE, Secretary.

Witness to the foregoing signatures—B. L. Hoskin, Clerk,
New Plymouth.

SCHEDULE "B."

Signatures of Employers.

Name.	Address.	Signature of Witness.
N. B. Bellringer ..	New Plymouth	M. Hardgrave, Clerk, New Plymouth.
A. J. Tunbridge ..	New Plymouth	M. Hardgrave, Clerk, New Plymouth.
Duff and Wynyard ..	New Plymouth	P. Jarman, Clerk, New Plymouth.
G. A. Carter ..	Stratford ..	Zoë M. Masters, Clerk, Stratford.
F. P. D. Jeffries ..	Stratford ..	G. A. Carter, Public Accountant, Stratford.
F. E. Clarke ..	Stratford ..	G. A. Carter, Public Accountant, Stratford.
T. L. Penn ..	Stratford ..	F. Pedersen, Factory-manager, Strat- ford.
R. B. Anderson ..	Stratford ..	T. F. O'Neil, Solicitor, Stratford.
T. McKenzie ..	Hawera ..	D. Chadman, Clerk, Hawera.
Robert S. Sage ..	Hawera ..	M. C. Smith, Clerk, Hawera.
Baily and Lovell ..	New Plymouth	Chas. McLeod, Clerk, New Plymouth.
L. McL. Monteith ..	New Plymouth	M. Hardgrave, Clerk, New Plymouth.
P. S. Carroll ..	New Plymouth	M. Hardgrave, Clerk, New Plymouth.
A. Adam ..	New Plymouth	N. Kibby, Electrician, New Plymouth.
Haddon G. Smith ..	New Plymouth	A. R. Wilson, Clerk, New Plymouth.
W. G. Watts..	New Plymouth	C. M. Whittington, Clerk, New Plymouth.
C. B. Webster ..	New Plymouth	M. Radford, Clerk, New Plymouth.
George Laurence ..	Hawera ..	I. C. Peters, Clerk, Hawera.
H. A. Lennon ..	Hawera ..	J. Crapton, Clerk, Hawera.