

**HAWKE'S BAY AND WAIRARAPA PUBLIC ACCOUNTANTS'
EMPLOYEES.—INDUSTRIAL AGREEMENT**

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the industrial agreement, made on the 10th day of October, 1945, between the Hawke's Bay and Wairarapa Public Accountants' Employees' Industrial Union of Workers and L. F. Allen and Others.

WHEREAS by the Economic Stabilization Emergency Regulations 1942 it is provided that no industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, shall come into force until it is filed under section 28 of the said Act: And whereas it is provided further that no such industrial agreement shall be accepted by a Clerk of Awards for filing as aforesaid unless it has been approved by the Court for the purposes of the said regulations: And whereas application has been made for approval of the industrial agreement, made on the 10th day of October, 1945, between the Hawke's Bay and Wairarapa Public Accountants' Employees' Industrial Union of Workers, of the one part, and L. F. Allen and Others, of the other part: Now, therefore, the Court, having had regard to and having taken into consideration the matters and things as required by the said regulations, doth hereby approve the said industrial agreement for the purposes of the said regulations.

Dated this 22nd day of November, 1945.

[L.S.]

A. TYNDALL, Judge.

HAWKE'S BAY AND WAIRARAPA PUBLIC ACCOUNTANTS'
EMPLOYEES.—INDUSTRIAL AGREEMENT

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 10th day of October, 1945, between the Hawke's Bay and Wairarapa Public Accountants' Employees' Industrial Union of Workers, and the employers whose names appear in the schedule attached hereto and marked "B," witnesseth that the said Hawke's Bay and Wairarapa Public Accountants' Employees' Industrial Union of Workers and the said employers agree that the matters set out in the schedule hereto and marked "A" shall be the conditions governing the employment of employees of public accountants, and the parties hereto respectively agree to observe and perform all the terms, conditions, and provisions contained in the aforesaid schedule marked "A," and that nothing shall be done by either of the said parties respectively in contravention of the said terms, or any of them.

SCHEDULE "A"

Interpretation

1. (a) "Office experience" of any employee to whom this agreement applies shall mean the total period of his or her employment as an office assistant in any office.

(b) "Accountancy experience" of any male employee to whom this agreement applies shall mean the total period of his employment as an office assistant in the office of any public accountant, but in the case of any such employee who while previously employed in any other office has gained some experience of book-keeping and accountancy there shall be added such further period (being the period of employment in the office of a public accountant of which such previous experience may be deemed the equivalent) as such employee and his employer for the time being may agree upon or, in default of any such agreement, as the Standing Committee hereinafter mentioned may determine.

(c) This agreement shall apply to all office assistants employed in the office of any public accountant, save and except:—

- (i) Persons employed as a cleaner or caretaker or in any other analogous capacity.
- (ii) All office assistants who have had less than six years' accountancy experience and the conditions of whose employment are for the time being the subject of a special service agreement which is

made in a form that has been approved by the union and which has not been cancelled, terminated, or rescinded pursuant to the provisions thereof or otherwise howsoever.

(d) "Employee" shall mean any office assistant to whom this agreement applies.

Salaries

2. (a) The following shall be the minimum weekly salaries payable to employees:—

Males—

	£	s.	d.
First six months of accountancy experience	1	3	6
Second six months	1	8	6
Third six months	1	13	6
Fourth six months	1	18	6
Fifth six months	2	5	0
Sixth six months	2	10	0
Fourth year of accountancy experience	3	2	6
Fifth year	3	12	6
Sixth year	4	2	6
Seventh year	4	12	6
Eighth year	5	2	6
Ninth year	5	10	0

Provided, however, that when any employee completes the examinations and is admitted a member of the New Zealand Society of Accountants, then in respect of that employee the rates of salary above-mentioned shall be increased by the sum of ten shillings per week.

Females—

Juniors—

	£	s.	d.
First six months of office experience	1	3	6
Second six months	1	8	6
Third six months	1	13	6
Fourth six months	1	18	6
Fifth six months	2	5	0
Sixth six months	2	7	6
Fourth year and subsequent years	2	12	6

Seniors—

Fifth year of office experience	3	0	0
Sixth year	3	5	0
Seventh year	3	10	0
Eighth and subsequent years	3	15	0

Provided always that the basic wage shall be paid at the requisite time:

Provided further that where only one female employee is employed she shall be paid not less than £3 in her fifth year and not less than £3 5s. in her sixth year:

Provided further that when any employee completes the examinations and is admitted a member of the New Zealand Society of Accountants, then in respect of that employee the rates of salary above-mentioned shall be increased by the sum of ten shillings per week:

Provided further that—

(i) Where two, three, or four female employees are employed, one, if qualified by years of office employment, must be paid as a senior, but the other or others, irrespective of years of employment, may be paid as juniors.

(ii) Where five or more are employed, the number of those paid as seniors must be not less than one for every four or portion thereof.

(b) Salaries shall be paid at intervals of not more than one calendar month.

(c) No employee shall be paid less than the salary payable immediately prior to 1st August, 1945, by reason only of the fact that the same is in excess of the amount appropriately payable under the rates hereinbefore specified.

Wages Emergency Regulations

3. All rates of salaries set out in clause 2 hereof shall be subject to the provisions of the general orders dated the 9th August, 1940, and the 31st March, 1942, under the rates of Wages Emergency Regulations 1940, increasing rates of remuneration as follows:—

(a) The Order dated 9th August, 1940, increases all rates of remuneration by an amount equal to 5 per cent. thereof.

(b) The Order dated 31st March, 1942, increases all rates of remuneration (inclusive of the August, 1940, bonus) by an amount equal to 5 per cent., but this increase is payable—

(i) In the case of males twenty-one years of age and over, on earnings up to £5 per week only:

(ii) In the case of females twenty-one years of age and over, on earnings up to £2 10s. per week only:

(iii) In the case of males or females under twenty-one years of age, on earnings up to £1 10s. per week only.

Hours of Work of Employees

4. (a) The total yearly hours of work shall be 1,920 hours.

(b) In the case of an employee who has been employed for less than a full year, the hours of work shall be the number of weeks for which the employee has actually worked multiplied by 40.

(c) The hours of work per week shall be $37\frac{1}{2}$ hours worked in five days of $7\frac{1}{2}$ hours each from Monday to Friday inclusive: Provided that if the employer for business reasons elects to keep his office open to the public for five and a half days per week the employees (or any of them) may, if they so desire, give their employer the necessary assistance to enable this to be carried out. The time thus worked by any employee by reason of such an arrangement shall be treated as part of the "120" hours mentioned in clause (d) of this section.

(d) A further 120 hours in each calendar year shall be worked at such time as may be required by the employer. The total hours worked in any one month shall not exceed 195 hours except in the month of May, when 210 hours may be worked.

Working-time

5. Time in excess of the hours of work hereinbefore specified shall be overtime and paid for at the following rates:—

(a) Time in excess of 1,920 hours worked in any calendar year at the rate of time and a half, with a minimum of 1s. 6d. per hour.

(b) Time in excess of 210 hours in any one calendar month at the rate of time and a half, with a minimum of 1s. 6d. per hour.

(c) Time in excess of 195 hours, but not in excess of 210 hours in any one calendar month, except in the month of May, when 210 hours may be worked, at the ordinary time, with a minimum of 1s. 6d. per hour.

Time off for Examinations, &c.

6. (a) Employers shall grant time off without loss of pay to any employee on any half-day on which such employee is sitting any examination for the New Zealand Society of Accountants or for the degrees of Bachelor of Commerce or

Master of Commerce, and may grant time off for the purpose of study for any such examination. All time off so granted shall be deemed to be time worked for the purposes of clause 4 (a) hereof.

(b) Time off by reason of sickness, accident, or voluntary absence from work with the consent of the employer shall not be deemed to be time worked.

Travelling-time

7. Where an employee is required to travel on the employer's business all time spent in travelling shall be deemed to be time worked, provided, however, that night travelling when required by the employer shall be the subject of a special arrangement between the union and the employer.

Holidays

8. (a) The following days shall be observed as holidays: Anniversary Day or such day in lieu thereof as may be arranged with the employees' union, Good Friday, Saturday, Monday, and Tuesday of Easter Week, Anzac Day, King's Birthday, Labour Day, Autumn Show in Hawke's Bay (half-day), Christmas Day, Boxing Day and the day after, New Year's Day and the two following days.

(b) In addition, every employee shall be entitled to not less than a fortnight's holiday in every year.

Tea-money

9. Any employee who is required to work after 6 p.m. on any day shall, wherever it is not practicable by reason of distance from his place of residence for him to go home for tea, be paid 2s. tea-money.

Proportions of Male Junior to Senior Clerks

10. No employer shall employ more than three junior employees to each senior. For this purpose senior includes the employer and each partner in the case of a firm and all male employees who have had more than six years' accountancy experience, and junior includes all other employees.

Term of Employment

11. The employment shall be a monthly employment, and one month's notice of termination of employment shall be given by either party; but this shall not affect the right of the employer to dismiss summarily any employee guilty of gross misconduct.

Casual Employees

12. Any employee to whom this agreement applies who is employed for less than a complete week of five normal days shall be entitled to be paid at the rate of the appropriate weekly salary plus 20 per cent. for a week of forty working-hours, and shall receive a proportionate part of such weekly sum computed upon an hourly basis.

Under-rate Workers

13. (a) Any employee or prospective employee who considers himself incapable of earning the minimum appropriate salary fixed by this agreement may be paid at such lower salary as may from time to time be fixed, on the application in writing of such person after due notice to the union, by permit issued by the Standing Committee as hereinafter mentioned; and the Standing Committee in so fixing such salary shall have regard to such person's capability, his past earning, his age, and such other circumstances as it shall think fit to consider after hearing such evidence and argument as the said person and union shall offer.

(b) Such permit shall be for such period, not exceeding six months, as the Standing Committee shall determine, and after expiration thereof shall continue in force until fourteen days' notice shall have been given to such person by the secretary of the union requiring him to have his salary fixed again in manner prescribed by this clause: Provided that in the case of any person whose salary is so fixed by reason of age or permanent disability it may be fixed for such longer period as the Standing Committee may think fit.

(c) Notwithstanding the foregoing, it shall be competent for any such person to agree in writing with the president or secretary of the union upon such salary without having the same so fixed.

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

Employees to be Members of Union

14. (a) It shall not be lawful for any employer bound by this agreement to employ or to continue to employ in any position or employment subject to this agreement any adult person who is not for the time being a member of an industrial union of workers which is bound by this agreement or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this agreement: Provided, however, that any

non-unionist may be continued in any position or employment by an employer bound by this agreement during any time while there is no member of a union bound by this agreement who is available and capable to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this agreement for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Unemployed Unionists

15. Employers, whenever practicable, shall when engaging new employees endeavour to give preference to members of the union who are for the time being unemployed.

Disputes

16. If any employee shall desire to obtain a permit as an under-rate worker, or if any dispute or difference shall arise as to the accountancy experience of any employee or as to any other matter whatsoever arising out of or connected with this agreement and not dealt with in this agreement, every such application for permit and every dispute or difference shall be referred to the Standing Committee, whose decision shall be final. The Standing Committee shall be comprised of three representatives appointed by the branch union and three representatives appointed by the Hawke's Bay and Wairarapa Public Accountants' Association. In the event of the Standing Committee being equally divided upon any matter, such matter shall be referred for decision to an arbitrator, who shall be appointed by the said six representatives or a majority of them or, in default of any such appointment, shall be appointed by the Conciliation Commissioner for the district. The Standing Committee may make its own rules for the hearing of disputes and other matters referred to it.

Scope of Agreement

17. This agreement shall operate throughout that portion of the Wellington Industrial District which lies within the area of the Hawke's Bay Branch of the New Zealand Society of Accountants and that portion of the Wairarapa which is

bounded on the east by the sea coast, on the west by the Tararua Ranges, on the south by the Rimutakas, and on the north by the Borough of Eketahuna.

Term of Agreement

18. This agreement in respect to remuneration shall come into force on the 1st day of August, 1945, and shall continue in force until the 30th day of September, 1947.

General Conditions

19. Employees shall during the term of their employment honestly, faithfully, and diligently serve their employers and shall not absent themselves from the service and employ of their employers without the consent of their employers, and shall conduct themselves decently, civilly, and discreetly, and shall at all times conceal the secrets of their employers and of the clients of their employers.

SCHEDULE " B "

L. F. Allen, Gordon Street, Dannevirke.
 Anderson and White, Tennyson Street, Napier.
 E. D. Anderson, Queen Street, Hastings.
 P. Ashcroft, Tennyson Street, Napier.
 K. H. Bayliss, Queen Street, Hastings.
 G. I. Bickerstaff, Tennyson Street, Napier.
 H. E. K. Bourgeois, Hastings Street, Napier.
 R. D. Brown, Queen Street, Hastings.
 H. Bull, Tennyson Street, Napier.
 A. R. Cameron, Hastings.
 Carr and Stanton, Karamu Road, Hastings.
 D. B. Curry and Co., Perry Street, Masterton.
 L. A. Denton and Denton, Queen Street, Hastings.
 Robert Dobson and Co., Browning Street, Napier.
 Dunderdale and Gray, Queen Street, Masterton.
 E. K. Eastwood, Queen Street, Masterton.
 H. J. Fairchild, Queen Street, Masterton.
 Fraser and Corbin, Queen Street, Hastings.
 G. F. Gardiner, Church Lane, Napier.
 J. E. Gleadow, Herschell Street, Napier.
 W. L. Gray, Hastings.
 W. Harvey and G. C. Laws, Tennyson Street, Napier.
 James and Hollis, Lincoln Road, Masterton.
 P. Kay, Tennyson Street, Napier.
 Keith and Co., Queen Street, Masterton.
 A. F. Lee, Napier.
 Low and Cunningham, Church Street, Masterton.
 J. H. McAuliffe, Gordon Street, Dannevirke.
 McCulloch, Butler, and Spence, Tennyson Street, Napier.
 J. M. G. McKenzie, Fitzherbert Street, Featherston.
 Madden and Levien, Lincoln Road, Masterton.
 Nesbitt and Nesbitt, Tennyson Street, Napier.
 Palmer and Thomson, Queen Street, Hastings.
 Rainbow and Hobbs, Queen Street, Hastings.

Retemeyer, Edgley, and Chapman, Church Lane, Napier.
 Sellar and Sellar, Perry Street, Masterton.
 G. O. Smart, Carterton.
 L. H. Smart, High Street, Carterton.
 G. E. Stiles, Ruataniwha Street, Waipukurau.
 R. P. Tabley, Queen Street, Hastings.
 O. Walton, Municipal Buildings, Eketahuna.
 C. R. Watson, Ruataniwha Street, Waipukurau.
 Webley and Ruby, Gordon Street, Dannevirke.
 Wilson, Beuth, and Wilson, Tennyson Street, Napier.
 A. E. Wishart, Queen Street, Hastings.

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

The common seal of the Hawke's Bay and Wairarapa Public Accountants' Employees' Industrial Union of Workers was hereunto affixed in the presence of—

V. D. PLANK, President.

F. BROWN, Secretary.

Signed by the said L. F. Allen in the presence of—

L. F. ALLEN.

Witness—H. E. Edgley.

Signed by the said Anderson and White in the presence of—

ANDERSON AND WHITE: per C. WHITE.

Witness—R. N. Zorn.

Signed by the said E. D. Anderson in the presence of—

E. D. ANDERSON.

Witness—H. E. R. Saney.

Signed by the said P. Ashcroft in the presence of—

P. ASHCROFT.

Witness—R. N. Zorn.

Signed by the said K. H. Bayliss in the presence of—

K. H. BAYLISS.

Witness—C. Robertson.

Signed by the said G. I. Bickerstaff in the presence of—

G. I. BICKERSTAFF.

Witness—R. N. Zorn.

Signed by the said H. E. K. Bourgeois in the presence of—

H. E. K. BOURGEOIS.

Witness—R. N. Zorn.

Signed by the said R. D. Brown in the presence of—

R. D. BROWN.

Witness—H. E. R. Saney.

Signed by the said H. Bull in the presence of—

H. BULL.

Witness—R. N. Zorn.

Signed by the said A. R. Cameron in the presence of—

A. R. CAMERON.

Witness—H. E. R. Saney.

Signed by the said Carr and Stanton in the presence of—

CARR AND STANTON:

W. E. STANTON.

Witness—H. E. R. Saney.

Signed by the said D. B. Curry and Co. in the presence of—

D. B. CURRY AND Co.:

D. B. CURRY.

Witness—H. E. Edgley.

Signed by the said L. A. Denton and Denton in the presence of—

L. A. DENTON AND DENTON.

Witness—H. E. R. Saney.

Signed by the said Robert Dobson and Co. in the presence of—

ROBERT DOBSON AND Co.:

pp. I. McLENNAN.

Witness—V. C. Boland.

Signed by the said Dunderdale and Gray in the presence of—

DUNDERDALE AND GRAY:

H. D. R. DUNDERDALE.

Witness—H. E. Edgley.

Signed by the said E. K. Eastwood in the presence of—

E. K. EASTWOOD.

Witness—H. E. Edgley.

Signed by the said H. J. Fairchild in the presence of—

H. J. FAIRCHILD.

Witness—H. E. Edgley.

Signed by the said Fraser and Corbin in the presence of—

FRASER AND CORBIN.

Witness—H. E. Edgley.

Signed by the said G. F. Gardiner in the presence of—

G. F. GARDINER.

Witness—C. M. Haultain.

Signed by the said J. E. Gleadow in the presence of—

J. E. GLEADOW.

Witness—R. N. Zorn.

Signed by the said W. L. Gray in the presence of—

W. L. GRAY.

Witness—H. E. R. Saney.

Signed by the said W. Harvey and G. C. Laws in the presence of—

WM. HARVEY AND G. C. LAWS: PUBLIC ACCOUNTANTS.

G. C. LAWS.

Witness—R. N. Zorn.

Signed by the said James and Hollis in the presence of—

JAMES AND HOLLIS:

R. A. C. HOLLIS.

Witness—H. E. Edgley.

Signed by the said P. Kay in the presence of—

PERCY KAY.

Witness—N. Chittenden.

Signed by the said Keith and Co. in the presence of—

KEITH AND CO.

Witness—H. E. Edgley.

Signed by the said A. F. Lee in the presence of—

A. F. LEE.

Witness—D. Chapman.

Signed by the said Low and Cunningham in the presence of—

LOW AND CUNNINGHAM:

F. M. CUNNINGHAM.

Witness—H. E. Edgley.

Signed by the said J. H. McAuliffe in the presence of—

J. H. MCAULIFFE.

Witness—H. E. Edgley.

Signed by the said McCulloch, Butler, and Spence in the presence of—

MCCULLOCH, BUTLER, AND SPENCE.

Witness—J. R. Storr.

Signed by the said J. M. G. McKenzie in the presence of—

J. M. G. MCKENZIE.

Witness—H. E. Edgley.

Signed by the said Madden and Levien in the presence of—
I. D. MADDEN.

Witness—H. E. Edgley.

Signed by the said Nesbitt and Nesbitt in the presence of—
pp. NESBITT AND NESBITT:
F. H. SIMPSON.

Witness—L. A. Bull.

Signed by the said Palmer and Thomson in the presence
of—
pp. PALMER AND THOMSON:
V. A. THOMSON.

Witness—H. E. R. Saney.

Signed by the said Rainbow and Hobbs in the presence of—
RAINBOW AND HOBBS.

Witness—H. E. R. Saney.

Signed by the said Retemeyer, Edgley, and Chapman in
the presence of—
pp. RETEMEYER, EDGLEY, AND CHAPMAN:
H. E. EDGLEY.

Witness—C. G. Camp.

Signed by the said Sellar and Sellar in the presence of—
SELLAR AND SELLAR:
W. V. SELLAR.

Witness—H. E. Edgley.

Signed by the said G. O. Smart in the presence of—
G. O. SMART.

Witness—H. E. Edgley.

Signed by the said L. H. Smart in the presence of—
L. H. SMART.

Witness—H. E. Edgley.

Signed by the said G. E. Stiles in the presence of—
G. E. STILES.

Witness—H. E. Edgley.

Signed by the said R. P. Tabley in the presence of—
REGINALD P. TABLEY.

Witness—H. E. R. Saney.

Signed by the said O. Walton in the presence of—
O. WALTON.

Witness—H. E. Edgley.

Signed by the said C. R. Watson in the presence of—

C. R. WATSON.

Witness—H. E. Edgley.

Signed by the said Webley and Ruby in the presence of—

WEBLEY AND RUBY:

H. R. DUGH.

Witness—H. E. Edgley.

Signed by the said Wilson, Beuth, and Wilson in the presence of—

pp. WILSON, BEUTH, AND WILSON:

D. BEUTH.

Witness—G. Kingston.

Signed by the said A. E. Wishart in the presence of—

A. E. WISHART.

Witness—H. E. R. Saney.
