
WELLINGTON INDUSTRIAL DISTRICT LEGAL EMPLOYEES—
INDUSTRIAL AGREEMENT

[Filed in the Office of the Clerk of Awards, Wellington]

THIS industrial agreement made in pursuance of the Industrial Arbitration Act 1954 this 18th day of September 1961 between the Wellington Legal Employees' Industrial Union of Workers (hereinafter called "the union") of the one part and the several persons and firms whose names are entered in the Schedule hereto being persons and firms engaged in the practice of law in the Wellington Industrial District (hereinafter called "the employers") of the other part:

Whereas the terms and conditions of employment hereinafter set out have been agreed upon by and between the union and the employers and whereas this agreement has been approved by resolution at a special meeting of the union in accordance with its rules:

Now this agreement witnesseth that the employers do and each of them doth hereby agree with the union and the union doth hereby agree with the employers and each of them as follows:

SCHEDULE

Area to Which Agreement Applies

1. This agreement shall apply and operate throughout the Wellington Industrial District.

Duration of Agreement

2. This agreement shall be deemed to have come into force on this 1st day of April 1961 and shall determine and be at an end on the 1st day of April 1962.

Hours of Work

3. The normal hours of work of employees shall not exceed 38 in any one week and shall be worked from Monday to Friday both inclusive.

Overtime

4. Overtime worked at the employers' specific request and with the employee's consent shall be paid for at the rate of time and one-half, calculated on the wage actually being received by the employee, for time worked in excess of 40 hours in any period of one week, and tea money of 4s. 6d. shall be paid to every employee if required to work after 6 p.m. Provided that time off granted under clause 11 hereof shall not be deemed to be time worked for the purpose of computing the 40 hours hereinbefore referred to.

Payment of Salaries

5. At intervals of not more than fourteen (14) days during the currency and operation of this agreement the appropriate wages and salaries shall be paid to each employee *provided that* on the termination of the engagement of any employee all wages salary and holiday pay due to the date of such termination shall be paid not later than the last day of the employment.

Salaries

6. (I) The minimum weekly salaries payable to employees shall be as hereinafter set forth:

Definitions

(A) "Office experience" of any worker to whom this agreement applies shall mean the total period of his or her employment in any office as office or clerical assistant or shorthand typiste.

(B) "Legal experience" of any worker to whom this agreement applies shall mean the total period of his or her employment while occupied for more than one half of his or her working day performing any of the work mentioned in paragraphs (i) to (v) inclusive hereunder. For the purposes of the following the date at which an unqualified or qualified clerk commences to obtain legal experience shall be at the date he or she commenced work as a Judge's associate or in the office of a barrister and/or solicitor or in a Government Department or other office in which he or she was so engaged in legal work for more than half of the working day. Provided that an unqualified clerk as defined herein and working in the office of a barrister and/or solicitor shall be deemed to be receiving legal experience.

(i) Attending at the Land Transfer Office filing documents for registration and uplifting documents, searching and performing tasks incidental thereto:

(ii) Attending generally at the Stamp Duties Office, the Companies Office or any other Government Departmental Office and there filing or uplifting documents or making inquiries:

(iii) Attending generally and filing and uplifting documents at the offices of the Supreme Court or Magistrate's Court or any other Tribunal:

(iv) Preparing any legal documents of any kind whatsoever:

(v) Appearing before any Court or any other Tribunal or making settlements.

(C) An "unqualified clerk" means an employee who is studying for the examinations prerequisite to admission as a barrister and/or solicitor of the Supreme Court of New Zealand.

A "qualified clerk" means a barrister and/or solicitor of the Supreme Court of New Zealand.

(D) An "accountant" means an employee who prepares balance sheets complicated taxation returns profit and loss accounts and estate accounts and whose duties go beyond the keeping of the books of the firm and trust accounts, and include the writing up and balancing estate books company books and other client's books and the preparation of complicated taxation returns.

(E) Notwithstanding anything to the contrary herein contained, all accountants who are members or are eligible to become members of the New Zealand Society of Accountants shall be paid £1 per week in addition to the wage provided for by the following scale.

(F) Notwithstanding anything to the contrary hereinbefore contained but subject to the provisions of clause 21 of this agreement every male employee over 21 years of age other than an unqualified law clerk shall be paid a minimum wage of £9 17s. 6d. and a female employee over 21 years of age other than an unqualified law clerk shall be paid a minimum wage of £6 13s. per week as provided by the Minimum Wage Act 1945 and amendments thereto. Unqualified law clerks are exempt from this Act by the Minimum Wage Regulations 1946 and their salaries shall be determined solely by reference to the scale below.

(G) These rates of remuneration shall be deemed to include provisions of all general orders of the Court of Arbitration made before the date hereof.

Salary Scale

(a) Unqualified Clerks—

	£	s.	d.
First half year's legal experience	5	17	6
Second half year's legal experience	6	10	0
Third half year's legal experience	7	5	0
Fourth half year's legal experience	8	0	0
Fifth half year's legal experience	8	12	6
Sixth half year's legal experience	9	5	0
Seventh half year's legal experience	9	17	6
Eighth half year's legal experience	10	15	0
Fifth year's legal experience	11	5	0
Sixth year's legal experience	11	15	0
Seventh year's legal experience	12	5	0
Eighth year's legal experience	12	15	0

(b) Qualified Clerks—For the purpose only of this sub-section each year or part of one year's legal experience gained before qualification shall be deemed to be one half year's legal experience under this clause:

Qualified Clerks (Male and Female)—

	£	s.	d.
First half year's legal experience	11	0	0
Second half year's legal experience	11	10	0
Third half year's legal experience	12	5	0
Fourth half year's legal experience	13	0	0
Fifth half year's legal experience	13	15	0
Sixth half year's legal experience	14	10	0
Fourth year's legal experience	15	5	0
Fifth year's legal experience	16	0	0
Sixth year's legal experience	16	15	0
Seventh year's legal experience	17	10	0

(c) *Other Employees (Male)*—

	£	s.	d.
First half year aged under 17	5	18	0
Second half year aged under 17	6	3	6
First half year aged 17 to 18	6	8	6
Second half year aged 17 to 18	6	14	6
First half year aged 18 to 19	6	19	6
Second half year aged 18 to 19	7	4	6
First half year aged 19 to 20	7	10	6
Second half year aged 19 to 20	7	15	6
First half year aged 20 to 21	8	6	6
Second half year aged 20 to 21	8	17	6
First half year's office experience aged over 21	9	19	0
Second half year's office experience aged over 21	9	19	0
Third half year's office experience aged over 21	10	9	6
Fourth half year's office experience aged over 21	10	9	6
Fifth half year's office experience aged over 21	10	14	6
Sixth half year's office experience aged over 21	10	14	6
Seventh half year's office experience aged over 21	11	0	0
Eighth half year's office experience aged over 21	11	0	0
Ninth half year's office experience aged over 21	11	11	0
Tenth half year's office experience aged over 21	11	11	0
Sixth year's office experience aged over 21	11	16	0
Seventh year's office experience aged over 21	12	1	0
Eighth year's office experience aged over 21	12	7	0
Ninth year's office experience aged over 21	12	12	0
Tenth year's office experience aged over 21	13	0	0

(d) *Other Employees (Female) and Typists (Subject to the Provisions of Clause 6 (II) Hereinafter Contained)*—

	Other Employees			Typists		
	£	s.	d.	£	s.	d.
Aged under 17	5	13	0	6	0	0
Aged 17 to 18	5	18	6	6	7	6
Aged 18 to 19	6	5	0	6	13	0
Aged 19 to 20	6	10	0	7	0	0
Aged 20 to 21	6	17	6	7	6	0
First year's office experience aged over 21	7	3	0	7	12	0
Second year's office experience aged over 21	7	9	0	7	17	0
Third year's office experience aged over 21	7	15	0	8	2	6
Fourth year's office experience aged over 21	8	8	0	8	14	0
Fifth year's office experience aged over 21	9	0	0	9	5	0
Sixth year's office experience aged over 21	10	0	0	10	10	0
Seventh year's office experience aged over 21	10	7	6	11	0	0
Eighth year's office experience aged over 21	11	0	0	12	0	0

(e) *Accountants (Male and Female Respectively)*—

First year's office experience	12	0	0	10	0	0
Second year's office experience	12	10	0	10	10	0
Third year's office experience	12	17	6	11	0	0
Fourth year's office experience	13	5	0	11	7	6
Fifth year's office experience	14	5	0	12	0	0

(II) Section (D) of the salary scale relating to "other employees (female and typists)" shall apply and operate only throughout that portion of the Wellington Industrial District which lies inside a radius of 25 miles of the General Post Office,

Featherston Street, Wellington. In lieu thereof and in respect of that portion of the Wellington Industrial District which lies outside a radius of 25 miles from the General Post Office, Featherston Street, Wellington, the following scale shall apply:

	Other			Typists		
	£	s.	d.	£	s.	d.
Aged under 17	4	10	0	5	0	0
Aged 17 to 18	5	5	0	5	15	0
Aged 18 to 19	6	0	0	6	5	0
Aged 19 to 20	6	10	0	6	17	6
Aged 20 to 21	6	17	6	7	5	0
First year's office experience aged over 21 ..	7	4	0	7	12	6
Second year's office experience aged over 21 ..	7	10	0	8	0	0
Third year's office experience aged over 21 ..	7	15	0	8	7	6
Fourth year's office experience aged over 21 ..	8	7	6	9	0	0
Fifth year's office experience aged over 21 ..	9	0	0	9	12	6
Sixth year's office experience aged over 21 ..	9	7	6	10	10	0
Seventh year's office experience aged over 21 ..	10	5	0	10	17	6
Eighth year's office experience aged over 21 ..	10	17	6	11	10	0

Salaries Specified are Minimum Amounts

7. The several rates of wages and salaries specified herein are to be regarded construed and paid as a minimum amount appropriately payable and nothing herein shall be construed so as to prevent any employer from paying at a higher rate than specified or any member of the union from seeking requesting and accepting a wage or salary at such higher rate. Nothing in this agreement shall relate to the wages payable under any contract of employment between the employer, employee and the Rehabilitation Department provided however that upon the termination of the contract no such employee shall be paid any less rate of wages than the last amount payable under any such contract or such higher rate as the worker may be entitled to under the salary scale provided herein.

Existing Salaries Not to be Reduced

8. The salary or wage paid to any member of the union whilst in the employment of the same employer immediately before the date of the coming into force of this agreement shall not during the currency and operation of this agreement be reduced by reason only of the fact that salary or wages is in excess of the amount appropriately payable under the rates specified herein.

Employment of Unionists

9. (1) All persons may join the union who are employed or intend to be employed in a legal office.

(2) No person who is not a financial member of the union shall be employed in a legal firm unless such person is:

- (a) Engaged to fill a short temporary vacancy not exceeding three months, or
- (b) Not engaged under a contract of master and servant, or
- (c) Employed as a cleaner, caretaker or in some other analogous capacity.
- (d) Under 18 years of age and receiving a salary less than that payable to a person of 21 years of age under this award.

(3) Any employer upon receipt of a written notice from the secretary-treasurer of the union to the effect that a member has resigned or an employee is non-financial shall, unless such person becomes a financial member within 14 days, thereupon give to such person such notice as his or her engagement requires to terminate his or her employment.

Holidays

10. (1) Every employee shall be entitled to such holidays as the district law society for the district in which he is employed shall from time to time fix.

(2) Such holidays shall be on full pay provided however that if at the date of the commencement of such holidays an employee has not been employed by his employer for a period of one year the employer may before such date pay to that employee an amount equal to one twenty-fifth of his pay for the period of his employment up to that date and the next year of his employment shall be deemed to commence on that date.

(3) Where the employment of any employee has been terminated the employer shall forthwith pay to the employee an amount equal to one twenty-fifth of his pay for the period of his employment from the date of the commencement of the employee's last holidays or from the date of the commencement of his employment with that employer, whichever is the later.

(4) All time worked on any holiday at the employer's specific request and with the employee's consent shall be paid for at the rate of time and one-half calculated on the wage actually being received by the employee.

Lectures and Examinations

11. Employers shall grant to employees engaged on their university law course reasonable time off without loss of wage to attend lectures at the university during office hours and will give such employees suitable training in the practice of law. Provided that the average time worked in any one week in any year shall not be less than 30 hours per week.

Employers shall grant time off without loss of wage to any employee:

- (i) On any half day on which such employee sits for an examination in respect of the degree of LL.B or LL.M. or the Solicitor's Professional Examination:
- (ii) On the half day immediately prior to any examination referred to in sub-clause (i) hereof:
- (iii) At such additional times as the employer shall at his discretion from time to time allow for the purpose of studying for such examination referred to in sub-clause (i) hereof.

Service in the Armed Forces

12. Any employee requiring the same shall in addition to the holidays provided by clause 10 hereof be entitled to leave on pay or partial pay as hereinafter provided not exceeding two weeks in any one year, for the purpose of training or peacetime service in New Zealand, in Her Majesty's Defence Forces or Services whether military, naval or air. Any pay received by such employee in respect of such training or service shall be so supplemented by the employer that the employee shall receive during the period of such training or service the equivalent of the salary which he would have received if employed by the employer during the period.

Part-time Employees

13. Any employee who is employed on a part-time basis for 30 hours or less in each week shall be paid for the actual hours worked at the rate of the appropriate weekly salary computed on an hourly basis (38 hours a week).

Payment of Fees

14. The employer shall pay the practising fees of all qualified barrister clerks and solicitor clerks who are required by them to take out practising certificates.

Standing Committee and Special Arbitration Committee

15. There shall forthwith be set up and constituted a standing committee consisting of six members, three of whom shall be appointed from time to time by and from the union and may be removed from time to time by the union or the committee thereof and three of whom shall be appointed from time to time by and from the employers and may be removed by them. In respect of any dispute or matter which may be referred to the standing committee as herein provided, the parties to such disputes or affected by such matter may agree to refer the same to a special arbitration committee of either two, four or six members to be constituted in such place as the parties may agree upon for the purpose of hearing and deciding the particular matter or dispute. One half of the members of such special arbitration committee shall be appointed by the union or the committee thereof and the other half shall be appointed by the council of the district law society in whose district is situated the office in which dispute has arisen. In the case of the standing committee any two of the members appointed by the union together with any two of the members appointed by the employers shall form a quorum, and this provision as to quorum shall apply to any special arbitration committee which consists of six members.

16. All disputes arising between the union and the employers or any of them or between any member of the union and any employer as to the interpretation construction and application of these presents shall be referred to the standing committee or a special arbitration committee which shall hear and decide judicially all such disputes.

17. If it shall become necessary for any employer to prove any figures in relation to his practice in any proceedings before the standing committee or any special arbitration committee a certificate of such employer's auditor as to such figures shall be final and conclusive.

18. If upon any dispute being referred to it by the standing committee or any special arbitration committee is equally divided in its decision thereon either party may refer the matter to the Arbitration Court for decision.

19. The standing committee and/or special arbitration committee shall make its own rules for the hearing of disputes referred to it in the terms of these presents and shall take such evidence as it thinks proper.

20. All parties hereto agree to abide by and accept as final and execute the decisions of the standing committee and the special arbitration committee as hereinafter provided for.

Exemption from any Provisions of this Agreement

21. Any employer or employee may at any time during the currency and operation of this agreement apply in writing on the ground of the circumstances of the particular cases to the standing committee for exemption from any covenant condition or provision of this agreement and in arriving at its decision the standing committee shall take into consideration the consent or otherwise to such exemption being granted of the members or member of the union who may be affected by such decision. The standing committee shall have power at any subsequent time to cancel or vary any such exemption on the application of the employer or member of the union concerned.

Union's Right to Sue

22. The union may sue on behalf of its members any of the employers to recover any wages or salary due under the provisions of this agreement and to enforce the covenants and provisions hereof provided always that the union shall not exercise its right to sue unless and until:

- (a) In the case of any wages or salary the standing committee has ruled that such wages or salary are due to the employee and the employer has failed to pay the same within seven days from the date of such ruling.

- (b) In the case of any other breach of the covenants and provisions hereof the standing committee has ruled that a material breach of some covenant or provision has been committed by the employer and he has failed to remedy the same within seven days from the date of such ruling.

Notwithstanding anything to the contrary hereinbefore contained it shall be lawful for the union to exercise its right to sue in respect of any matter referred to the standing committee if the said committee or any special arbitration committee appointed under clause 16 hereof to whom such matter may be referred pursuant to the provisions of clause 21 hereof fails or fail to give its decision within one calendar month from the date upon which the matter is referred to such committee. The union agrees that on the receipt of salary or wages recovered it will forthwith pay the same to the employee on whose behalf it recovers the same.

Inspection of Wages Books and Right to Interview Employees

23. The union shall subject to arranging a suitable time with any employer have the right of inspecting any wages books or discussion with any employee the nature of his or her duties.

Termination of Employment

24. The employment of each employee shall be deemed to be fortnightly, and two weeks' notice of intention to terminate such employment or two weeks' salary in lieu of notice shall be given by either party provided that any employer may dismiss an employee without giving such notice if the employee shall have been guilty of serious misconduct or negligence in the course of his or her employment.

Sick Leave

25. Upon the production of a medical certificate (if required) any employee shall be entitled to sick leave on full wage for a period not exceeding 10 working days in any one calendar year, but such sick leave shall not be deemed to be time worked.

List of Staff

26. Each employer shall, upon request by the union, supply the union with a list of all persons in his employment at the date of the request, within one calendar month from the date of such request.

In witness whereof this agreement has been executed the day and year first hereinbefore written.

The common seal of the Wellington Legal Employees' Industrial Union of Workers was hereunto affixed by and in the presence of:

[L.S.]

M. TURNBULL, President.
I. L. GILMOUR, Secretary.

Signatories to an agreement dated the 18th day of September 1961 between the Wellington Legal Employees Industrial Union of Workers, of the one part and law firms in the Wellington Industrial District, of the other part.

Wellington Legal Employees Industrial Union of Workers:

M. TURNBULL, President.
I. L. GILMOUR, Secretary.

Law Firms

Wellington:

Macalister Mazengarb Parkin and Rose:
 Izard Weston Stevenson and Co.:
 Marshall Page Gibson Sheat:

F. L. PARKIN.
 W. J. KEMP.
 E. F. PAGE.

Palmerston North:

Cooper Rapley Rutherford and Bennett:
 Petersen Sivyver and Hubbard:
 Oram Clarke and Ogilvie:
 McBride, Lusk and Elwood:

J. A. L. BENNETT.
 H. S. SIVYER.
 L. B. OGILVIE.
 B. G. C. ELWOOD.

Wairarapa:

Foster and Headifen (Masterton):
 Gawith, Neild and Co. (Masterton):
 Bunny, Burridge and Blackwood (Masterton)

K. H. J. HEADIFEN.
 A. A. GAWITH.
 R. R. BURRIDGE.

Hawkes Bay:

Lee Mackie Harker and McKay (Waipawa):
 Bisson, Moss, Bisson and Robertshawe (Napier):
 Dowling Wachner and Co. (Napier):

K. U. MCKAY.
 G. E. BISSON.
 H. W. DOWLING.

Wanganui:

Jack Willis Riddet and Rennie:
 Armstrong Barton and Latham:
 McBeth Withers and Young.

W. M. WILLIS.
 F. F. LATHAM.
 D. G. YOUNG.
