

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

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

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act 1954, and its amendments, this 14th day of April 1961 between the Hawkes 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 Hawkes 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agreement which is made in a form that has been approved by the union and which has not been cancelled, terminated, or rescinded pursuant to the provisions thereof or otherwise howsoever.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	5	5	0
Second six months	5	15	0
Third six months	6	5	0
Fourth six months	6	17	6
Fifth six months	7	12	6
Sixth six months	8	7	6
Fourth year of accountancy experience	9	7	6
Fifth year of accountancy experience	10	10	0
Sixth year of accountancy experience	11	12	6
Seventh year of accountancy experience	12	15	0
Eighth year of accountancy experience	13	15	0

*Females—**Juniors—*

First six months of office experience	4	5	0
Second six months of office experience	4	15	0
Third six months of office experience	5	5	0
Fourth six months of office experience	5	17	6
Fifth six months of office experience	6	7	6
Sixth six months of office experience	6	17	6
Fourth year and subsequent years	7	12	6

Seniors—

Fifth year of office experience	8	10	0
Sixth year of office experience	9	10	0

Provided that where only one female employee is employed she shall be paid not less than £8 10s. in her fifth year and not less than £9 10s. 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 £1 per week.

Provided further that

- (i) Any male employee who has passed University Entrance Examination shall be entitled to an increase of 5s. on the above rates, for the first three years.
- (ii) Any female employee who has passed the School Certificate Examination shall be entitled to an increase of 5s. on the above rates, for the first three years.
- (iii) 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.
- (iv) 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, but may by agreement between employer and employee be paid twice a calendar month.

Requirements of Economic Stabilisation Regulations

3. No employee bound by this agreement shall in any week be paid a lesser amount by his employer than the employee would have been entitled to be paid under this agreement if it had specifically applied the general order of the Court dated 18 September 1959 otherwise than by incorporation pursuant to the pronouncement of the Court dated 18 September 1959.

Hours of Work

4. (a) The total yearly hours worked shall be the total of eight hours per day multiplied by the number of working days in a calendar year.

(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 normal hours of work per week shall be $37\frac{1}{2}$ hours worked in five days of seven and a half hours each from Monday to Friday inclusive provided if required by the employer a further two and a half hours per week may be worked without additional payment.

(d) In three months of each calendar year a further 18 hours per month may be worked, but in no case shall the total hours per month exceed 195 hours.

(e) In all other months, hours of work shall be the number of working days multiplied by eight.

Overtime

5. Time in excess of the hours of work herein above specified, shall be overtime and paid for at the following rates.

(a) Overtime clauses do not apply to employees with 10 or more years of service.

(b) Time in excess of the total hours per calendar month as specified in clause 4 (e) and qualified by clause 4 (d) shall be paid for at the rate of time and a half.

Time Off for Examinations, etc.

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, Queens Birthday, Labour 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.

(c) In addition to a fortnight's annual holiday as provided in (b) any employee who has had continuous service with one employer for more than 10 years shall be entitled to one week's holiday each year to be taken at a time determined by the employer.

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 5s. tea money.

Proportion 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 40 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 earnings, 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 14 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 18 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 21 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.

Engagement of Staff

16. (a) Upon engaging new staff, employers are to notify the secretary of the employees' union in writing giving the following particulars:

- (1) Name.
- (2) Address.
- (3) Date of commencement of employment.
- (4) Age if under 18 years.

(b) Upon request by the secretary of the employees' union employers shall supply name and address of members of staff, but such request shall not be made more than twice in each calendar year.

Disputes

17. 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 Hawkes 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

18. This agreement shall operate throughout that portion of the Wellington Industrial District which lies within the area of the Hawkes 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

19. This agreement in respect to remuneration shall come into force on the date hereof and shall continue in force until the 31st day of December 1961.

General Conditions

20. 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

E. D. Anderson, P.O. Box 77, Hastings.
 W. Anderson, P.O. Box 5, Napier
 H. A. A. Baird, P.O. Box 174, Hastings.
 Bayliss and Howell, P.O. Box 238, Hastings.
 Bennett and Beveridge, Bibbys Building, Ruataniwha Street, Waipawa.
 R. D. Brown, Webb and Co., P.O. Box 287, Hastings.
 Carr and Stanton, P.O. Box 305, Hastings.
 J. F. Cody and Co., P.O. Box 298, Masterton.
 Corbin and Esam, P.O. Box 83, Hastings.
 D. G. Coghill, P.O. Box 147, Waipukurau.
 D. B. Curry, Nicol and Orange, P.O. Box 180, Masterton.
 Denton, Denton, and Mackay, P.O. Box 18, Hastings.
 Withers, James and Dick, P.O. Box 4, Wairoa.
 Robert Dobson and Co., P.O. Box 114, Napier.
 J. W. Drury and Co., P.O. Box 135, Hastings.
 Dunderdale, Gray and Caldwell, P.O. Box 125, Masterton.
 Earl and Salt, P.O. Box 196, Masterton.
 Eastwood and Eastwood, P.O. Box 84, Masterton.
 A. R. Fitchett, P.O. Box 174, Dannevirke.
 W. L. Gray and Co., P.O. Box 211, Napier.
 W. J. Gunn, P.O. Box 291, Napier.
 Harker, Trewby and Campbell, P.O. Box 34, Wairoa.
 M. W. Harvey, P.O. Box 107, Wairoa.
 H. W. Heaps, P.O. Box 88, Napier.
 Hollis and Stratton, P.O. Box 145, Masterton.
 Holloway and Irwin, P.O. Box 193, Dannevirke.
 R. B. Ingram, P.O. Box 709, Hastings.
 Jaine and Haines, P.O. Box 54, Martinborough.
 Keith and Co. P.O. Box 63, Masterton.
 N. Kersal, P.O. Box 45, Carterton.
 B. Kiernan, Fitzherbert Street, Featherston.
 Dane, and Thompson, P.O. Box 138, Hastings.
 Laws and Laws, P.O. Box 26, Napier.
 P. J. Lawson, P.O. Box 283, Masterton.
 Lee and Edmundson, P.O. Box 127, Napier.
 Langdon and Falloon, Box 165, Masterton.
 McCulloch, Butler and Spence, P.O. Box 194, Napier.
 J. McIvor and O'Donnell, P.O. Box 332, Napier.
 A. McNeil, P.O. Box 525, Hastings.
 Madden, Levien and Woodhouse, P.O. Box 190, Masterton.
 M. J. Morel, Commercial Buildings, Napier.
 E. M. Morrison, P.O. Box 41, Hastings.
 J. G. Mulvey, Vogel Street, Woodville.
 Nesbitt and Nesbitt, P.O. Box 236, Napier.
 Oldershaw and Sutherland, P.O. Box 467, Napier.
 Palmer, Thomson and Cornelius, P.O. Box 105, Hastings.
 Quigly, Allen and Galyer, P.O. Box 38, Dannevirke.
 Rainbow and Hobbs, P.O. Box 46, Hastings.
 Gardiner, Reaney and Swinburn, P.O. Box 192, Napier.
 Retemeyer, Edgley and Chapman, P.O. Box 145, Napier.

C. C. Roots, P.O. Box 13, Carterton.
 H. R. Saunders, P.O. Box 178, Masterton.
 Sellar and Sellar, P.O. Box 54, Masterton.
 W. E. Crawley, P.O. Box 19, Carterton.
 D. A. Spiers, P.O. Box 107, Masterton.
 Stiles and Hames, P.O. Box 122, Waipukurau.
 Stone and Co., P.O. Box 59, Dannevirke.
 Tabley and Davis, P.O. Box 375, Hastings.
 Tarrant and Rees, P.O. Box 143, Waipukurau.
 D. I. Walker, P.O. Box 113, Wairoa.
 Watson, Watson and Blampied, P.O. Box 60, Waipukurau.
 A. J. Webber, P.O. Box 36, Dannevirke.
 Webly and Ruby, P.O. Box 32, Dannevirke.
 White and Wimsett, P.O. Box 21, Napier.
 Wilson, Benth and Associates, P.O. Box 78, Napier.
 Wishart and Caseley, P.O. Box 13, Hastings.
 D. F. Woodcock, P.O. Box 64, Featherston.

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 Hawkes Bay and Wairarapa Public Accountants' Employees' Industrial Union of Workers was hereunto affixed in the presence of

[L.S.]

J. BARR, President.
 B. H. JONASSON, Secretary.

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

E. D. ANDERSON.

Witness—A. V. Berry.

Signed by the said W. Anderson in the presence of:

W. ANDERSON.

Witness—

Signed by the said H. A. A. Baird in the presence of:

H. A. A. BAIRD.

Witness—

Signed by the said Bayliss and Howell in the presence of:

Bayliss and Howell.
per K. H. BAYLISS.

Witness—A. V. Berry.

Signed by the said Bennett and Beveridge in the presence of:

Bennett and Beveridge.
 W. H. BENNETT.

Witness—J. Hobb.

Signed by the said R. D. Brown Webb and Co. in the presence of:

R. D. Brown Webb and Co.
 L. J. WEBB.

Witness—A. V. Berry.

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

pp. Carr and Stanton.
 W. E. STANTON.

Witness—A. V. Berry.

Signed by the said J. F. Cody and Co. in the presence of:

J. F. Cody and Co.
J. F. CODY.

Witness—F. L. Gray.

Signed by the said Corbin and Esam in the presence of:

Corbin and Esam.
J. G. MARTIN.

Witness—A. V. Berry.

Signed by the said D. G. Coghill in the presence of:

D. G. COGHILL.

Witness—

Signed by the said D. B. Curry, Nicol and Orange in the presence of:

D. B. Curry, Nicol and Orange.
W. ORANGE.

Witness—F. L. Gray.

Signed by the said Denton Denton and Mackay in the presence of:

Denton, Denton and Mackay.
per O. A. DENTON.

Witness—A. V. Berry.

Signed by the said Withers, James and Dick in the presence of:

Withers, James and Dick.
W. K. DICK.

Witness—

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

Robert Dobson and Co.
J. D. THOMPSON.

Witness—V. C. Boland.

Signed by the said J. W. Drury and Co. in the presence of:

J. W. Drury and Co.
per E. A. PAYNE.

Witness—A. V. Berry.

Signed by the said Dunderdale, Gray and Caldwell in the presence of:

for Dunderdale, Gray and Caldwell.
F. L. GRAY.

Witness—M. Clark.

Signed by the said Earl and Salt in the presence of:

Earl and Salt.
F. A. SALT.

Witness—F. L. Gray.

Signed by the said Eastwood and Eastwood in the presence of:

Eastwood and Eastwood.

E. K. EASTWOOD.

Witness—F. L. Gray.

Signed by the said A. R. Fitchett, in the presence of:

A. R. FITCHETT.

Witness—

Signed by the said W. L. Gray and Co. in the presence of:

W. L. Gray and Co.

per A. D. DULAGHAN.

Witness—H. Jackson.

Signed by the said W. J. Gunn in the presence of:

W. J. Gunn.

M. SIMS.

Witness—H. Jackson.

Signed by the said Harker, Trewby and Campbell in the presence of:

p.p. Harker, Trewby and Campbell.

H. TREWBY.

Witness—John Hickson.

Signed by the said M. W. Harvey in the presence of:

M. W. HARVEY.

Witness—D. McLaren.

Signed by the said H. W. Heaps in the presence of:

H. W. HEAPS.

Witness—P. Mason.

Signed by the said Hollis and Stratton in the presence of:

Hollis and Stratton.

per R. W. HOLLIS.

Witness—F. L. Gray.

Signed by the said Holloway and Irwin in the presence of:

p.p. Holloway and Irwin.

P. IRWIN.

Witness—H. E. Edgley.

Signed by the said R. B. Ingram in the presence of:

RON. B. INGRAM.

Witness—A. V. Berry.

Signed by the said Jaine and Haines in the presence of:

JAINE AND HAINES.

Witness—

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

KEITH AND CO.

Witness—

Signed by the said N. Kersel in the presence of:

N. KERSEL.

Witness—

Signed by the said B. Kiernan in the presence of:

B. KIERNAN.

Witness—

Signed by the said Dane and Thompson in the presence of:

Dane and Thompson.

per D. N. THOMPSON.

Witness—A. V. Berry.

Signed by the said Laws and Laws in the presence of:

Laws and Laws.

p.p. J. ALLAN.

Witness—G. R. McKenzie.

Signed by the said P. J. Lawson in the presence of:

P. J. LAWSON.

Witness—F. L. Gray.

Signed by the said Lee and Edmundson in the presence of:

Lee and Edmundson.

D. EDMUNDSON.

Witness—H. Jackson.

Signed by the said Langdon and Falloon in the presence of:

Langdon and Falloon.

G. R. FALLOON.

Witness—F. L. Gray.

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

McCulloch Butler and Spence.

per R. W. CHAPLIN.

Witness—A. V. Berry.

Signed by the said J. McIvor and O'Donnell in the presence of:

per J. C. O'DONNELL.

Witness—J. McIvor.

Signed by the said A. McNeil in the presence of:

ALEX MCNEIL.

Witness—A. V. Berry.

Signed by the said Madden, Levien and Woodhouse in the presence of:
Madden, Levien and Woodhouse.

R. LEVIEN.

Witness—J. H. Bannister.

Signed by the said M. J. Morel in the presence of:

M. J. Morel.

per P. ELLINGHAM.

Witness—B. Dunstall.

Signed by the said E. M. Morrison in the presence of:

E. M. MORRISON.

Witness—

Signed by the said J. G. Mulvey in the presence of:

J. G. MULVEY.

Witness—H. E. Edgley.

Signed by the said Nesbitt and Nesbitt in the presence of:

Nesbitt and Nesbitt.

per P. NESBITT.

Witness—H. Scott.

Signed by the said Oldershaw and Sutherland in the presence of:

Oldershaw and Sutherland.

per W. SUTHERLAND.

Witness—H. Jackson.

Signed by the said Palmer, Thomson and Cornelius in the presence of:

Palmer, Thomson and Cornelius.

per J. A. CORNELIUS.

Witness—A. V. Berry.

Signed by the said Quigly, Allen and Galyer in the presence of:

Quigly, Allen and Galyer.

R. F. GALYER.

Witness—H. E. Edgley.

Signed by the said Rainbow and Hobbs in the presence of:

p.p. Rainbow and Hobbs.

D. H. MOSS.

Witness—A. V. Berry.

Signed by the said Gardiner, Reaney and Swinburn in the presence of:

H. M. SWINBURN.

Witness—H. E. Edgley.

Signed by the said Retemeyer, Edgley and Chapman in the presence of:

Retemeyer, Edgley and Chapman.

H. E. EDGLEY.

Witness—M. Trimble.

Signed by the said C. C. Roots in the presence of:

C. C. ROOTS.

Witness—

Signed by the said H. R. Saunders in the presence of:

HAROLD SAUNDERS.

Witness—H. A. Dunderdale.

Signed by the said Sellar and Sellar in the presence of:

Sellar and Sellar.

W. SELLAR.

Witness—F. L. Gray.

Signed by the said W. E. Crawley in the presence of:

W. E. CRAWLEY.

Witness—

Signed by the said D. A. Spiers in the presence of:

D. A. SPIERS.

Witness—H. A. Dunderdale.

Signed by the said Stiles and Hames in the presence of:

STILES AND HAMES.

Witness—

Signed by the said Stone and Co. in the presence of:

STONE AND CO.

Witness—

Signed by the said Tabley and Davis in the presence of:

Tabley and Davis.

per R. P. TABLEY.

Witness—A. V. Berry.

Signed by the said Tarrant and Rees in the presence of:

TARRANT AND REES.

Witness—

Signed by the said D. I. Walker in the presence of:

D. I. WALKER.

Witness—D. A. Cairns.

Signed by the said Watson, Watson and Blampied in the presence of:

WATSON, WATSON AND BLAMPIED.

Witness—

Signed by the said A. J. Webber in the presence of:

A. J. WEBBER.

Witness—

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

p.p. Webley and Ruby.

J. P. W. RUBY.

Witness—H. E. Edgley.

Signed by the said White and Wimsett in the presence of:

White and Wimsett.

C. W. WHITE.

Witness—D. E. Jones.

Signed by the said Wilson, Beuth and Associates in the presence of:

p.p. Wilson, Beuth and Associates.

DOUGLAS WILSON.

Witness—H. E. Edgley.

Signed by the said Wishart and Caseley in the presence of:

Wishart and Caseley.

per T. I. CASELEY.

Witness—A. V. Berry.

Signed by the said D. F. Woodcock in the presence of:

D. F. WOODCOCK.

Witness—
