
**CANTERBURY PUBLIC ACCOUNTANTS' AND SHAREBROKERS' EMPLOYEES—
AWARD**

In the Court of Arbitration of New Zealand, Canterbury Industrial District—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the Christchurch Accountants' and Sharebrokers' Employees Industrial Union of Workers (hereinafter called "the union") and the under-mentioned persons, firms, and companies (hereinafter called "the employers"):

Bishop, J. S., Geraldine.

Dalton and Balch, 73 Burnett Street, Ashburton.

Evans, W. F., King Street, Temuka.

Foote, P. B. and G. A., 21 Arcade, Timaru.

Grut, S. d'A., Queen Street, Waimate.

Hamilton and Hamilton, Gloucester Street, Christchurch.

Hoare, Taylor, and Quirk, 176 Hereford Street, Christchurch.

Moore, M. O., West End, Kaikoura.

Nicholls, North, and Nicholls, A.M.P. Building, Christchurch.

Tolmie and Smith, 166 Victoria Street, Rangiora.

THE Court of Arbitration of New Zealand (hereinafter called "the Court), having taken into consideration the terms of settlement arrived at in the above-mentioned

dispute and forwarded directly to the Court pursuant to the provisions of section 130 of the Industrial Conciliation and Arbitration Act 1954, doth hereby order and award:

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the Schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the Schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as hereinafter provided and shall continue in force until the 31st day of May 1965 and thereafter as provided by section 152 of the Industrial Conciliation and Arbitration Act 1954.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 7th day of June 1963.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Interpretation

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

(b) "Accountant or sharebroker" means any public accountant and/or member of the Christchurch Stock Exchange in the Canterbury Industrial District.

(c) "Accountancy experience" of any male employee to whom this award applies shall mean the total period of his employment as an office assistant in the office of any accountant or sharebroker, 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 an accountant or sharebroker 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.

(d) This award shall apply to all office assistants employed in the office of any accountant or sharebroker, save and except:

(i) Any person 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 and filed with the union and which has not been cancelled, terminated, or rescinded pursuant to the provisions thereof or otherwise howsoever.

(e) "Employee" shall mean any office assistant to whom this award applies.

Salaries

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

	Per Week		
	£	s.	d.
Males—			
First six months of accountancy experience	6	5	0
Second six months of accountancy experience	6	15	0
Third six months of accountancy experience	7	5	0
Fourth six months of accountancy experience	7	15	0
Fifth six months of accountancy experience	8	5	0
Sixth six months of accountancy experience	8	15	0
Seventh six months of accountancy experience	10	0	0
Eighth six months of accountancy experience	10	10	0
Ninth six months of accountancy experience	11	0	0
Tenth six months of accountancy experience	11	10	0
Sixth year of accountancy experience	12	0	0
Seventh year of accountancy experience	13	0	0
Eighth year of accountancy experience	14	0	0
Ninth year of accountancy experience	15	0	0

Provided that a male employee with University Entrance shall up to and including the sixth six months receive 15s. per week in excess of the rate stated.

Females—			
First six months of office experience	5	0	0
Second six months of office experience	5	10	0
Third six months of office experience	6	0	0
Fourth six months of office experience	6	10	0
Fifth six months of office experience	7	0	0
Sixth six months of office experience	7	10	0
Seventh six months of office experience	8	0	0
Eighth six months of office experience	8	10	0
Ninth six months of office experience	9	0	0
Tenth six months of office experience	9	10	0
Sixth year of office experience	10	10	0
Seventh year of office experience	11	10	0

Where an employee has passed the Accounting Stage 2 Examination the above rates of salary shall be increased by 10s. per week. Where an employee has completed the examinations of the New Zealand Society of Accountants, the above rates of salary shall be increased by a further 10s. per week.

Where an employee has been admitted to the New Zealand Society of Accountants, the above rates of salary shall be increased by a further £1 per week, making a total of £2 per week above such rates. This provision shall apply to both male and female employees.

Where a typist has passed her Junior Government Examination the above rates of salary shall be increased by 10s. per week. Where a typist has passed her Senior Government Examination the above rates shall be increased by an additional 10s. per week. Where an employee is engaged in operating a typewriter accounting machine for more than 50 per cent of his or her time the above rates of salary shall be increased by 10s. per week.

(b) *Casual Workers*—A worker engaged for less than two weeks shall be termed a casual and shall be paid *pro rata* for time worked at a rate 20 per cent more than the appropriate rate set out in this clause. The *pro rata* rate payable shall be calculated on a basis of 40 hours per week.

(c) Subject to the approval of the standing committee, any worker may be employed for less than 35 hours per week as a part-time worker and shall be paid not less than the *pro rata* rate calculated on a basis of 40 hours per week at the appropriate rate set out in this clause.

(d) Every worker of the age of 21 years or upwards shall be paid not less than the basic wage for the time being prevailing.

(e) Salaries shall be paid at intervals of not more than two weeks.

(f) No employee coming within the scope of this award shall have his wages or salary reduced by reason of the operation of this award.

Hours of Work

3. (a) The normal working week shall be Monday to Friday inclusive between the hours of 8 a.m. and 5.30 p.m. and the total hours worked shall be 37½, except that in special cases an employee may be required to work a greater number of total hours, but not exceeding 40 without payment of overtime.

(b) Employers shall allow employees a break of 10 minutes both morning and afternoon.

Overtime

4. (a) All time worked in excess of 40 hours per week shall be regarded as overtime and shall be paid for at the rate of time and a half for the first three hours on any one day and double time thereafter.

(b) All time worked on Saturdays shall be paid for at the rate of time and a half for the first three hours and double time thereafter: Provided that all time worked after noon shall be paid for at double time rate.

(c) All time worked on Sundays or on any of the holidays set out in clause 6 hereof shall be paid for at double time rate.

Time Off for Examination

5. (a) Employers shall grant time off without loss of pay to an employee on any half-day on which such employee is sitting for the University Entrance Examination, or for any examination for the New Zealand Society of Accountants, or for the degrees of Bachelor of Commerce or Master of Commerce. All time off so granted shall be deemed to be time worked.

(b) No employee who proposes to sit any such examination shall be required to work after 6 p.m. on any day in the period commencing two weeks prior to his first examination towards the end of any year and expiring on the date of his last examination in that year.

Holidays

6. The following days shall be observed as holidays on full pay:

(a) A period of 10 consecutive working days, excluding the holidays specified in subclauses (b) and (c) of this clause. For the purpose of this subclause, a working day shall be deemed to be any day from Monday to Friday inclusive.

(b) A period of such five consecutive days (including Saturday and Sunday) at Easter, as the employer may determine, but including the period from Good Friday to Easter Monday inclusive.

(c) In addition, Christmas Day, Boxing Day and the day following, New Year's Day and the day following, Show Day or a day in lieu thereof, Anzac Day (unless it falls within the Easter holidays above-mentioned), the birthday of the reigning Sovereign or the holiday usually observed as such, Labour Day and any day which, pursuant to proclamation by the Governor-General or Act of Parliament or declaration by the Government, is generally observed as a public holiday. If any such day, other than Anzac Day, shall fall on a Saturday or a Sunday, another day (not being a holiday hereinbefore mentioned) shall be observed as a holiday in lieu thereof.

- (d) In the case of an employee whose employment is terminated prior to the time at which the annual holidays above provided in subclause (a) shall be granted, such employee shall be entitled to one day's holiday, exclusive of Christmas Day, Boxing Day and the day following, and New Year's Day and the day following, for each calendar month or part thereof for which he shall have been employed.
- (e) Where an employee has completed 10 years' continuous service with the same employer, the period of annual leave shall be 15 consecutive working days excluding the holidays specified in subclauses (b) and (c) of this clause.

Tea Money

7. Any employee who is employed until after 6 p.m. on any day shall, in every such case, not later than the next regular pay day, be paid 5s. 3d. tea money.

Proportion of Junior to Senior Clerks

8. No employer shall employ more than three junior employees to each senior. For the purpose of this clause "senior" includes the employer and each partner in the case of a firm and all employees who have had more than six years' accountancy experience, and "junior" includes all other employees, save and excepting employees engaged solely upon typewriting work for a period of not less than 30 hours in any one week.

Terms of Employment

9. (a) Except in the case of casuals the employment shall be a fortnightly one and at least two weeks' 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 nor the right of the employee to terminate his employment without the requisite notice in the event of gross misconduct on the part of the employer. Where the employment is terminated by either party without the requisite notice, one week's wages shall be paid or forfeited in lieu of notice.

(b) An employer shall be entitled to make a rateable deduction from the salary of employees for time lost through sickness, accident, default, or voluntary absence from work with the consent of the employer. The basis for calculation shall be 40 hours per week.

Standing Committee

10. (a) There shall be set up and constituted forthwith a committee, to be known as the standing committee, composed of six members, three of whom shall be appointed from time to time by the union and who shall be in no way interested in the profits of an accountant and/or sharebroker or firm of accountants or sharebrokers otherwise than as a wage-earner, and three by the employers, and it shall be the duty of such committee to settle and decide judicially all matters in dispute between the union and the employers and any member of the union and any employer arising out of the interpretation, construction, and application of these presents or anything applied therein, and any other matter that may be specifically referred to it by either or any of the parties to this award for its decision: Provided that if the matter in dispute affects any member of the standing committee, such member shall not be eligible to sit at the hearing of such dispute.

(b) If upon any matter or dispute being referred to it the standing committee is equally divided in its decision thereon, the decision shall be referred by the standing committee to an arbitrator who shall be appointed by the said six representatives or a majority of them or, in default of any such appointment, by the Conciliation Commissioner for the district.

(c) The standing committee may make its own rules for the conduct of its meetings and the hearings of any matters and disputes referred to it in terms of these presents and shall take such evidence as it thinks proper.

Notification of Change of Staff

11. (a) Employers shall forthwith notify the secretary of the union in writing of every change in the personnel of their staffs, including in such notification details as to the names of the employee or employees concerned and the date when the change occurred.

(b) Employers bound by this award, upon written request of the secretary, shall supply a written list of employees not more than four times a year.

Exclusion of Executives

12. This award shall not apply to executive officers who are in receipt of not less than £925 a year.

Unemployed Unionists

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

Unqualified Preference

14. (a) Any adult person engaged or employed in any position or employment subject to this award by any employer bound by this award shall, if he is not already a member of a union of workers bound by this award, become a member of such union within 14 days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this award so long as he continues in any position or employment subject to this award.

(c) Every worker obliged under subclause (a) hereof to become a member of a union who fails to become a member, as required by that subclause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with subclause (b) hereof commits a breach of this award.

(d) Every employer bound by this award commits a breach of this award if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purposes of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this award.

(NOTE—Attention is drawn to section 174H of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.)

Under-rate Workers

15. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such inspector or other person shall determine, and after the expiration of such period shall continue in force until 14 days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner

prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such inspector or other person shall think fit.

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

(d) 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.

(e) 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.

General Provisions

16. (a) 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.

(b) Employers shall give to employees the best training reasonably possible for the profession of public accountancy or sharebroking, and shall encourage employees, as far as possible, to qualify for membership of the New Zealand Society of Accountants.

Application of Award

17. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every industrial union, industrial association, or employer who, not being an original party hereto, is, when this award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial district to which this award relates.

Scope of Award

18. This award shall operate throughout the Canterbury Industrial District.

Term of Award

19. This award, in so far as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the 13th day of May 1963, and so far as all other provisions of the award are concerned, it shall come into force on the day of the date hereof; and this award shall continue in force until the 31st day of May 1965.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 7th day of June 1963.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award, including the operative date of provisions relating to wages, incorporates the terms of settlement arrived at by the parties in the course of an inquiry held before a Council of Conciliation.

Upon being satisfied by supporting documentary evidence that an unqualified preference provision has been agreed to by all the assessors in accordance with section 174B of the Industrial Conciliation and Arbitration Act 1954 (as enacted by the Industrial Conciliation and Arbitration Amendment Act 1961), the Court has inserted clause 14 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. TYNDALL, Judge.