

—

NORTHERN INDUSTRIAL DISTRICT LEGAL EMPLOYEES—AWARD

In the Court of Arbitration of New Zealand, Northern Industrial District—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the Auckland Legal Employees Industrial Union of Workers (hereinafter called “the union”) and the under-mentioned persons, firms, and companies (hereinafter called “the employers”):

Blair, Parker and Co., Solicitors, P.O. Box 42, Gisborne.
Brookfield, Prendergast, Schnauer, and Smytheman, Solicitors, P.O. Box 298, Auckland.
Connell, Trimmer, Lamb, and Gerard, Solicitors, P.O. Box 164, Whangarei.
McVeagh, Fleming, Uren, and Hunt, Solicitors, P.O. Box 1111, Auckland.
Morris, Ward, Jansen, and Webb, Solicitors, Kings Chambers, Victoria Street, Hamilton.
Rishworth, Harrison, and Kennedy, Solicitors, P.O. Box 80, Whangarei.
Sharp, Tudhope, and Co., Solicitors, P.O. Box 15, Tauranga.
Tanner, Fitzgerald, and Tanner, Solicitors, P.O. Box 95, Hamilton.
Wilson, Henry, Sinclair, and Martin, Solicitors, P.O. Box 130, Auckland.

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 March 1964 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 5th day of September 1963.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Persons Excepted

1. This award shall apply to all employees in the offices of barristers and solicitors except a person employed as a cleaner or caretaker or in any similar capacity.

Interpretation

2. Throughout this award references to the male gender shall where circumstances so require include references to the female gender.

Hours of Work

3. The hours of work shall not exceed five days of seven and a half hours each per week from Monday to Friday both inclusive to be worked between the hours of 8.30 a.m. and 5.30 p.m. The employer shall allow a luncheon interval of one hour between noon and 2 p.m. each day.

Overtime

4. All time worked in excess of the time above prescribed by any employee of the classes set out in paragraphs (iii) and (iv) of subclause (a) of clause 5 hereof shall be paid for at the rate of time and one half calculated on the salary actually received with a minimum of 2s. per hour, provided that such work is done at the employer's specific request and with the employee's consent. Except as aforesaid or by agreement between employer and employee no overtime shall be payable to an employee.

Salaries

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

(i) *Unqualified Clerks and Accountants and Bookkeepers (Male) and Law Students (Male or Female)*—

	£	s.	d.
First six months' legal experience	5	2	6
Second six months' legal experience	5	12	9
Third six months' legal experience	6	3	0
Fourth six months' legal experience	6	13	3
Fifth six months' legal experience	7	8	7½
Sixth six months' legal experience	8	4	0
Seventh six months' legal experience	9	1	11
Eighth six months' legal experience	9	19	10½
Ninth six months' legal experience	11	0	4½
Tenth six months' legal experience	12	0	10½
Sixth year legal experience	12	16	3
Seventh year legal experience	13	6	6
Eighth year legal experience	13	14	8
Ninth year legal experience	14	2	10½
Tenth year legal experience	14	11	1
Eleventh year legal experience	14	19	3½
Twelfth year legal experience	15	7	6

(ii) *Qualified Clerks (Male and Female)*—

	p	s	z
First six months' legal experience	10	5	0
Second six months' legal experience	10	12	2
Third six months' legal experience	11	0	4½
Fourth six months' legal experience	11	10	7½
Fifth six months' legal experience	12	6	0
Sixth six months' legal experience	13	1	4½
Fourth year legal experience	13	16	9
Fifth year legal experience	14	12	1½
Sixth year legal experience	15	7	6
Seventh year legal experience	15	17	9
Eighth year legal experience	16	8	0
Ninth year legal experience	16	18	3
Tenth year legal experience	17	8	6
Eleventh year legal experience	17	18	9
Twelfth year legal experience	18	9	0

(iii) *Female Clerks (Non Typists and Non Law Students)*—

First six months' office experience	5	2	6
Second six months' office experience	5	10	2
Third six months' office experience	5	17	10½
Fourth six months' office experience	6	5	6½
Fifth six months' office experience	6	15	9½
Sixth six months' office experience	7	6	0½
Seventh six months' office experience	7	16	3½
Eighth six months' office experience	8	6	6½
Ninth six months' office experience	8	16	9½
Tenth six months' office experience	9	7	0½
Sixth year office experience	9	17	3½
Seventh year office experience	10	7	6½
Eighth year office experience	10	17	9½

(iv) *Female Typists, Bookkeepers and Ledgerkeepers and Accountants*—

First six months' office experience	5	2	6
Second six months' office experience	5	12	9
Third six months' office experience	6	3	0
Fourth six months' office experience	6	13	9
Fifth six months' office experience	7	3	6
Sixth six months' office experience	7	13	9
Seventh six months' office experience	8	4	0
Eighth six months' office experience	8	14	9
Ninth six months' office experience	9	4	6
Tenth six months' office experience	9	14	9
Sixth year office experience	10	10	1½
Seventh year office experience	11	5	6
Eighth year office experience	12	6	0

(b) "Office experience" of any worker to whom this award applies shall mean the total period of his or her employment in any office or offices, as office or clerical assistant, or shorthand typist.

(c) "Legal experience" of any worker to whom this award applies shall mean the total period of his or her employment in the office of a barrister or solicitor but in the case of any such worker who, while previously employed in any office other than that of a barrister or solicitor, has gained some experience of law, there shall be added such further period as such worker and his employer for

the time being may agree upon or, in default of such agreement, as the select committee hereafter defined may determine. In the case of any worker who by reason of service in the Armed Forces has been or is or shall hereafter be in receipt of subsidised wages pursuant to a contract under the rehabilitation scheme adopted by the Law Society or entitled thereto such worker shall be deemed to have been employed in the office of a barrister or solicitor for the whole or such portion of such service as may be agreed upon between the employer and the employee or, in default of such agreement, as the select committee may determine. In the case of any worker serving in the Armed Forces pursuant to the National Military Service Act 1961 or amendment thereof the whole of the period for which he is required by that Act to serve in the Armed Forces shall be deemed to be legal experience.

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

(e) If an employee is employed as a typist and has passed the Junior Government Examination or its equivalent then the above scale (iv) shall be increased by 2s. 6d. per week. If such an employee has passed the Senior Government Examination or its equivalent then the above scale (iv) shall be increased by 5s. per week.

(f) No qualified male accountant shall be paid less than £9 per week and no qualified female accountant shall be paid less than £7 5s. per week.

(g) Notwithstanding anything to the contrary herein contained but subject to the provisions of clause 17 hereof every employee of the class (i) set out in subclause (a) of this clause to whom the Minimum Wage Regulations 1946 apply shall be paid a minimum wage of £6 5s. 6½d. per week upon attaining the age of 21 years.

(h) Salaries shall be paid at intervals of not more than one calendar month. No employee shall be paid less than the salary payable to him immediately prior to the coming into force of this award by reason only of the fact that such salary is in excess of the appropriate amount payable under this award.

Holidays

6. (a) Every employee shall be allowed a paid holiday on every day required by law to be observed as a statutory holiday and also on every other day when legal offices are required to be closed by the decision of the Law Society for the district in which such offices are respectively situated.

(b) In the case of any casual employee the rate for such paid holiday shall be the rate at which he would have been paid if he had on that day worked his usual hours.

(c) Upon the termination of his employment an employee or a casual employee shall be entitled to be paid in respect of the holidays earned by him which shall not already have been enjoyed and shall refund to his employer the wages in respect of holidays enjoyed by him which shall not already have been earned. The amount in each case shall be calculated by ascertaining the proportion which the period employed bears to a full year's employment and taking the same proportion of a full year's holidays. If the employee shall have enjoyed more holidays than the proportion so ascertained he shall refund to his employer and if he shall have enjoyed less he shall be paid by his employer the equivalent amount of wages calculated on a daily basis to the intent that a week shall be deemed to mean a period of five days.

Sick Leave

7. Upon production of a medical certificate (if required) any employee shall be entitled to sick leave without loss of pay for a period or periods not exceeding in the aggregate 15 working days in any one year and any such period or periods not exceeding in the aggregate 15 working days in any one year shall for all purposes count as time worked.

Time Off for Examinations

8. (a) Employers shall grant time off without loss of pay to any employee—
- (i) On any half day on which such employee sits for any examination in respect of any subject for the degrees of LL.M., LL.B., and B.Com. or in respect of the professional courses in law and accountancy.
 - (ii) At the rate of seven half days in each year in respect of each subject in preparation for the degrees or professional courses aforesaid.
- (b) All time off so granted shall be deemed to be time worked.
- (c) Employers shall grant time off without any loss of pay to any employee to attend lectures in respect of any subject for the degrees of LL.M., LL.B., and B.Com. or in respect of the professional courses in law and accountancy and all time off so granted shall be deemed to be time worked.

Meal Money

9. Every employee who with the knowledge and consent of his employer works more than one hour after the normal closing time of the office in which he is employed shall be paid 4s. 6d. meal money.

Casual or Part-time Employees

10. (a) Every person who is employed for more than 30 hours a week shall be deemed a full-time employee and shall be paid in accordance with clause 5 hereof.
- (b) Every person employed for not more than 30 hours a week shall be deemed a casual employee and shall be paid for the actual hours worked on an hourly basis, the hourly rate being one-thirty eighth of the weekly amount which would be payable if the worker were a full-time employee with the addition thereto of 10 per cent.

Practising Fees

11. The employer shall pay the practising fees of all employees desired by him to hold practising certificates.

List of Staff

12. Each employer shall not later than the last day of February in each year without any request by the union supply the union with a list of all persons in his employment at the date of the compilation of such list.

Termination of Employment

13. The employment shall be a fortnightly employment and two weeks' notice of intention to terminate the same 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 negligence or wilful misconduct in the course of his employment.

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.

(c) 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.)

Disputes Committee

15. If any dispute or difference shall arise as to any matter whatsoever arising out of or connected with this award and not herein dealt with, every such dispute or difference shall be referred to the select committee as hereafter defined, whose decision shall be final:

- (a) There shall be a select committee in respect of each of the Auckland, Hamilton, and Gisborne district consisting of representatives of the employers and of the union to be elected or appointed as hereinafter provided.
- (b) Each such committee shall consist of six members, three of whom shall be elected by the employers as hereinafter provided and three shall be appointed by the union.
- (c) The members of each such committee shall hold office until their successors are elected or appointed.
- (d) The employers' representatives on the select committee in the said district shall be those holding office at the date hereof and they shall hold office until their successors are appointed. Commencing with the year 1964 a meeting of the employers shall be held in each district not later than the 31st day of March in each year when representatives of the employers for the then ensuing year shall be elected. The representatives of the union and of each district branch thereof shall be appointed annually by the committee of the union and of each branch of the union.
- (e) Any casual vacancy occurring in the employers' representatives on the select committee shall be filled by the remaining such representatives and any vacancy occurring in the union representatives shall be filled by the committee of the union or appropriate branch committee.

- (f) Disputes arising in the Auckland, Gisborne, and Hamilton districts respectively shall be referred to the committees of those districts respectively provided that disputes arising in the Auckland district but outside a radius of 40 miles from the Chief Post Office, Auckland, may by mutual agreement be referred to the committee of the Gisborne or Hamilton districts and upon any such last specified references being made such committee shall, for the purpose of such references, be deemed to be a select committee set up under the provisions hereof except that it shall determine its own procedure irrespective of the provisions of the next succeeding subclause hereof.
- (g) Each committee shall determine its own procedure provided that:
- (i) Four shall form a quorum; the committee shall not deliberate unless equal numbers of employers' and employees' representatives are present.
 - (ii) The chairman of the committee shall have no casting vote.
 - (iii) Any member of the committee may in writing substitute some other person (being an employer or a member of the union as the case may be) for himself at any meeting of the committee.
- (h) If upon any dispute being referred to it a select committee is equally divided in its decision thereon the dispute shall be referred by such select committee to two arbitrators, one to be appointed by the representatives of the employers and one by the representatives of the union and their umpire (to be selected by such arbitrators prior to their entering upon their consideration of the dispute) and such reference shall be deemed to be a submission under the Arbitration Act 1908 and their award shall have the force of a decision of such select committee.
- (i) The "Auckland District" means the Auckland Judicial District. The "Hamilton District" means the Hamilton Judicial District. The "Gisborne District" means the Gisborne Judicial District.

Inspection of Wages Books

16. The union shall, subject to arranging a suitable time with the employer, have the right to inspect any wages books in so far as they apply to any particular employee in respect of whose employment the union requires information and to discuss with any employee the nature of his duties.

Under-scale Salaries

17. Employees may be employed at rates of pay lower than those herein provided for with the precedent consent of the union. Such consent may be granted by the executive committee of the union or, subject to confirmation by such committee, by the president of the union. If such consent is not granted within one month from the date of the application made either by the employee or the employer or if the union committee earlier refuses to grant such consent then either the employer or employee may refer the matter to the disputes committee hereinbefore provided for for decision in the same manner as any other question referred thereto.

Scope of Award

18. This award shall operate throughout the Northern 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 first day of the working week in each establishment commencing on or after the 29th day of

1870

April 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 March 1964.

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 5th day of September 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.
