
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 undermentioned persons, firms and companies (hereinafter called “the employers”):

**Brookfield, Prendergast, Schnauer, and Smytheman, Solicitors, P.O. Box 298, Auckland.
Blair, Parker, and Co., Solicitors, P.O. Box 42, Gisborne.
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 matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, 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 1st day of April 1967 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 15th day of July 1965.

[L.S.]

A. P. BLAIR, 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 (i), (iii), (iv) and (v) 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, 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.

Wages

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

(i) *Unqualified Clerks, Accountancy Students and Bookkeepers (Male)*—

	£	s.	d.
First six months' office experience	5	14	0
Second six months' office experience	6	5	0
Third six months' office experience	6	16	0
Fourth six months' office experience	7	7	0
Fifth six months' office experience	8	5	0
Sixth six months' office experience	9	1	6
Seventh six months' office experience	10	0	6
Eighth six months' office experience	11	0	0
Ninth six months' office experience	12	2	0
Tenth six months' office experience	13	4	0
Sixth year office experience	14	10	0
Seventh year office experience	15	0	0
Eighth year office experience	15	10	0
Ninth year office experience	16	0	0
Tenth year office experience	16	10	0
Eleventh year office experience	17	0	0
Twelfth year office experience	17	10	0

(ii) *Law Students (Male and Female)*—

	£	s.	d.
First six months' legal experience	5	14	0
Second six months' legal experience	6	2	6
Third six months' legal experience	6	12	0
Fourth six months' legal experience	7	5	0
Fifth six months' legal experience	8	0	0
Sixth six months' legal experience	8	16	6
Seventh six months' legal experience	9	16	0
Eighth six months' legal experience	10	15	0
Ninth six months' legal experience	11	17	0
Tenth six months' legal experience	12	18	0
Sixth year legal experience	14	0	0
Seventh year legal experience	14	10	0
Eighth year legal experience	15	0	0
Ninth year legal experience	15	10	0
Tenth year legal experience	16	0	0
Eleventh year legal experience	16	10	0
Twelfth year legal experience	17	0	0

(iii) *Accountancy Students, Typists, Bookkeepers and Ledgerkeepers (Female)*—

	£	s.	d.
First six months' office experience	5	14	0
Second six months' office experience	6	5	0
Third six months' office experience	6	16	0
Fourth six months' office experience	7	7	0
Fifth six months' office experience	8	0	0
Sixth six months' office experience	8	12	0
Seventh six months' office experience	9	4	0
Eighth six months' office experience	9	15	0
Ninth six months' office experience	10	5	0
Tenth six months' office experience	10	15	0
Sixth year office experience	12	0	0
Seventh year office experience	12	15	0
Eighth year office experience	13	15	0

(iv) *Clerks (Female)*—

First six months' office experience	5	14	0
Second six months' office experience	6	2	6
Third six months' office experience	6	10	0
Fourth six months' office experience	7	0	0
Fifth six months' office experience	7	12	0
Sixth six months' office experience	8	4	0
Seventh six months' office experience	8	16	0
Eighth six months' office experience	9	6	6
Ninth six months' office experience	9	17	0
Tenth six months' office experience	10	7	0
Sixth year office experience	11	7	0
Seventh year office experience	11	13	6
Eighth year office experience	12	5	0

<i>(v) Qualified Accountants (Male and Female)—</i>	£	s.	d.
First six months' office experience	11	10	0
Second six months' office experience	12	0	0
Third six months' office experience	12	10	0
Fourth six months' office experience	13	0	0
Fifth six months' office experience	13	15	0
Sixth six months' office experience	14	5	0
Seventh six months' office experience	15	0	0
Eighth six months' office experience	15	10	0
Ninth six months' office experience	16	0	0
Tenth six months' office experience	16	10	0
Sixth year office experience	17	10	0
Seventh year office experience	18	10	0
Eighth year office experience	19	10	0
<i>(vi) Qualified Clerks (Male and Female)—</i>			
First six months' legal experience	11	10	0
Second six months' legal experience	12	0	0
Third six months' legal experience	12	10	0
Fourth six months' legal experience	13	0	0
Fifth six months' legal experience	13	15	0
Sixth six months' legal experience	14	15	0
Fourth year legal experience	15	10	0
Fifth year legal experience	16	10	0
Sixth year legal experience	17	10	0
Seventh year legal experience	18	10	0
Eighth year legal experience	19	10	0
Ninth year legal experience	20	10	0
Tenth year legal experience	21	10	0
Eleventh year legal experience	22	10	0
Twelfth year legal experience	23	10	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 determined by the disputes procedure hereinafter provided. 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 determined by the disputes procedure hereinafter provided.

In the case of any worker serving in the Armed Forces pursuant to the National Military Service Act 1961 or amendment thereto the whole of the period for which he is required by the 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 (iii) shall be increased by 3s. per week. If such employee has passed the Senior Government Examination or its equivalent then the above scale (iii) shall be increased by 6s. per week. Alternatively to the above, if an employee is employed as a shorthand-typist and has passed the Junior Shorthand Examination then the scale (iii) shall be increased by 6s. per week. If such an employee has passed the Senior Shorthand Examination, then the scale (iii) shall be increased by 12s. per week.

(f) Notwithstanding anything to the contrary herein contained but subject to the provisions of clause 17 hereof every employee of the class (ii) set out in subclause (a) of this clause to whom the Minimum Wage Regulations 1946 apply shall be paid a minimum wage of £7 10s. per week upon attaining the age of 21 years.

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

If wages are paid weekly or fortnightly they shall be paid not later than the Thursday in the week in which they are to be paid.

(h) If an employee under the above scale (iv) has not passed the University Entrance Examination then for the first and second six months' office experience the scales therein shall be reduced by £2 per week for females under the age of 16 years and by £1 per week for females under the age of 17 years.

Holidays

6. (a) Every employee shall be allowed a paid holiday on New Year's Day, Anniversary Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Dominion Day, Labour Day, Christmas Day, and Boxing Day, and also on 15 working days each year to be taken at such time as the employer shall in his discretion decide, provided, however, that the employer shall give to the employee an opportunity of submitting his preference.

(b) In the case of any part-time 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 part-time 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 5s. 6d. meal money.

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 part-time 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 and the last day of July in each year on the request of the union supply the union with the names and private addresses 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.

(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.)

Disputes

15. If any dispute shall arise in connection with any matter pertaining to or arising out of this award it shall be settled between the particular employer concerned and the secretary or president of the union and in default of any agreement being arrived at then such dispute shall be referred to the local Conciliation Commissioner who may either decide the same or refer the matter to the Court. Either party if dissatisfied with the decision of the Commissioner may appeal to the Court upon giving written notice of such appeal to the other party within 14 days after such decision shall have been communicated to the party desiring the appeal.

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 Wages

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 require the matter to be dealt with under the provisions of clause 15 of this award.

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 1st day of April 1965, 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 1st day of April 1967.

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 15th day of July 1965.

[L.S.]

A. P. BLAIR, Judge.

MEMORANDUM

Before approaching the matter of salary scales (clause 5 (a)), it was necessary for the Court to consider and settle a number of preliminary matters which were in dispute and in particular overtime (clause 4), holidays (clause 6 (a)), and time off for examinations (clause 8). The Court also took into account the agreed provisions in the award that students should be allowed time off for lectures without loss of pay. Salary scales are relative to and to some extent dependent upon the Court's attitude to and decision on these matters. We think it proper to make some general comments upon the preliminary points.

Overtime—We think that the withdrawal of the claim for overtime for qualified law clerks or law students was wise. This recognised the special relationships between present and potential members of the legal profession.

Holidays—Traditionally, legal offices have all closed for a period of nearly three weeks over the Christmas and New Year period and also for the week following Good Friday. It is common ground that a new approach may have to be made to the holiday question and as was stated by the advocate for the employers the whole matter is in a state of flux. Under these circumstances the employers asked that in the meantime at any rate the provisions of the Annual Holidays Act should govern the matter. This could be quite a drastic change in the existing custom, and on the whole we prefer the alternative submitted by the employees, namely that each employee should be entitled to 15 working days plus the statutory holidays, namely New Year's Day, Anniversary Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Dominion Day, Labour Day, Christmas Day, and Boxing Day. However, we think that the employer must have the right to elect when the 15 days' holiday should be taken.

Time Off for Examinations—The submissions on this matter illustrated well the special position that a student employee is in. In some respects he is in a privileged position compared to the other employees in a legal firm and also as regards employees in other occupations. Under the present clauses a student taking four subjects at the University is granted 14 days leave on full pay for study as well as 2 days for sitting the examinations. In addition to this he will be absent from his office during University terms for probably 5½ hours during the week plus travelling time which could certainly amount to more than half an hour a week. Inevitably such an employee is a man of divided loyalties. Apart from the actual time spent away from his office at lectures, study and examinations, the University must absorb a good proportion of his mental energy. To some extent the University student employee is a part-time worker with irregular hours and to that extent his value to his employer is diminished. This factor must be reflected in the salary payable. On the other hand we must not ignore the point that the law student these days joins a legal firm with probably two years' University training behind him and so is older, more mature, and with perhaps a more receptive mind than the entrant straight from school who enters the legal office at the same time. In setting the salary scales and differentials the Court must endeavour to balance these factors, and also the other matters submitted by Mr Skelton and Mr Thompson. The Court must acknowledge that it has not found its task an easy one and the new classifications introduce a further complicating factor. Taking the above matters into account the Court has settled the disputed clauses as set out.

Some delay has occurred in the making of the award because the Court found it necessary to ascertain from the representatives of the parties which days were regarded as having been "required by law to be observed as a statutory holiday" under the provisions of the 1963 award, and information on this matter was not received by the Court until 9 July.

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. P. BLAIR, Judge.
