

## WELLINGTON PUBLIC ACCOUNTANTS EMPLOYEES—AWARD

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

- Archibald, Carey, and Hand, Huddart Parker Building, Post Office Square, Wellington.
- Barnett and Barnett, corner Brandon and Featherston Streets, Wellington.
- Hunt, Ernest, Turner, and Co., 23-25 Grey Street, Wellington.
- Kember, Henry, and Son, McKenzies Building, 222 Lambton Quay, Wellington.
- Mackisack and Andrew, Eva Street, Wellington.
- Martin, Jarvie, Underwood, and Hall, Anvil House, Wakefield Street, Wellington.
- Odlin and McGrath, Queens Drive, Lower Hutt.
- Rowley, Gill, Davies and Co., National Bank Chambers, Courtenay Place, Wellington.
- Starke, Johnsen, and Hills, 201 Lambton Quay, Wellington.
- Watkins, Hull, Wheeler, and Johnston, 39 Johnston Street, Wellington.

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 on the day of the date hereof and shall continue in force until the 18th 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 18th day of October 1965.

[L.S.]

A. P. BLAIR, 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 in any office.

(b) "Machinists" shall mean any female employee engaged principally on any of the following machines:

- (i) Accounting and bookkeeping machines, posting and analysis machines, if fitted with vertical and cross-adding registers.
- (ii) Calculating machines, key-driven, for which the operators must have special training, as distinct from crank-driven or rotary type calculating machines, which do not require specialised operators.
- (iii) Invoicing machines fitted with adding registers and where any part of the keyboard is electrically operated and controlled or fitted with vertical and cross-adding registers.

(c) "Accountancy students" shall mean those employees studying for the professional examinations of the New Zealand Society of Accountants as may from time to time be defined.

(d) "Qualified" shall mean the passing of all required subjects for the New Zealand Society of Accountants' Professional Examination.

(e) "Others" shall mean all office assistants not otherwise defined.

(f) This award shall apply to all office assistants employed in the office of any public accountant save and except persons employed as cleaners or caretakers or other analogous capacity, or accountancy students who have 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 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.

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

(h) "Per annum" shall mean the period of one calendar year.

*Salaries*

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

Period of Office Experience	Others Per Annum £	Qualified Per Annum £
First six months	375	600
Second six months	400	600
Third six months	425	625
Fourth six months	450	625
Fifth six months	475	650
Sixth six months	500	650
Seventh six months	550	700
Eighth six months	575	725
Ninth six months	600	725
Tenth six months	650	750
Sixth year	675	825
Seventh year	725	900
Eighth year	725	975
Ninth year	725	1,050
Tenth year or more	725	1,125

(b) Machinists shall be included in "Others" but shall be paid an additional £25 per annum.

(c) Accountancy students shall be included in "Others" but shall be paid an additional £50 per annum.

(d) Employees under the age of 16 years shall be paid £312 per annum and such time worked shall not qualify as office experience.

*Hours of Work*

3. The normal hours of work shall be 1,800 hours per annum, which shall be worked in weeks of five days of seven and a half hours each per week, Monday to Friday inclusive.

*Overtime*

4. (a) All time worked in excess of 1,920 hours per annum shall be deemed to be overtime and shall be paid for at double rates of pay, but in any one month overtime in excess of 20 hours shall be paid for at double rates of pay, such payment to have no effect on a payment at the end of the year.

(b) Double rates of pay shall be calculated on an hourly basis, taking twice the employee's normal salary divided by 1,800.

(c) Payment of overtime shall be made at the end of each calendar year: Provided that if any employee is employed for a part of a year only, the 1,920 hours provided in subclause (a) of this clause shall be proportionately decreased in relation to the number of weeks worked by such employee in that year and any hours worked in excess of such decreased hours shall be deemed to be overtime which shall be paid for in accordance with the provisions of subclause (a) of this clause.

*Time Off for Examinations*

5. (a) Employees are entitled to time off work to enable them to attend any examinations for a commerce degree and/or the New Zealand Society of Accountants' Professional Examinations, or any similar professional examination. Such time off work is to be without loss of pay and shall be deemed to be normal time worked, but in no case shall be deemed to be overtime.

(b) No employee who proposes to sit such examinations shall be required to work before 8 a.m. or after 6 p.m. on any day in the period commencing four weeks prior to their first examination and expiring on the date of his last examination in that year.

#### *Time Off for Military Service*

6. Any employee requiring the same shall, in addition to the holidays provided by clause 8 hereof, be entitled to leave, on pay or partial pay as hereinafter provided, not exceeding two weeks in any year, for the purpose of training or service in New Zealand in Her Majesty's Defence 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 that period. Each day of the said period shall be deemed to comprise seven and a half hours time worked.

#### *Travelling Time*

7. Travelling time outside the normal daily working hours shall not be deemed to be time worked, but travelling time on statutory holidays or after 8 a.m. on Saturdays and before 8 a.m. on Mondays shall be deemed to be time worked for the purposes of clause 4 hereof, except that on four occasions only during any one year travelling time between the hours of 7 p.m. on Sunday and 8 a.m. the following Monday morning shall not be deemed to be time worked.

#### *Holidays*

8. The following days shall be observed as holidays:

- (a) New Year's Day, the day following New Year's Day, Anniversary Day, Good Friday, Easter Monday, the day following Easter Monday, Anzac Day, the observance of the birthday of the reigning Sovereign, Dominion Day, Labour Day, Christmas Day, and Boxing Day.
- (b) A period of 19 consecutive days at Christmas in each year which shall include the period commencing on Christmas Day to New Year's Day inclusive and shall include not less than 10 working days exclusive of Christmas Day, Boxing Day, New Year's Day and the day following New Year's Day: Provided that if the employer shall consider it necessary to do so, the holiday to which an employee is hereby entitled in any year may be so arranged so that such employee shall receive a shorter period of consecutive days at Christmas, but including in any case the following days, namely, Christmas Day, Boxing Day, New Year's Day, and the day following New Year's Day, and such employee shall receive the balance of the holiday to which he is entitled at another time to be mutually arranged between the employer and the employee.
- (c) A further period of seven consecutive days to employees with 10 years or more office experience, such further period to be taken at a time to be mutually arranged by the employer and employee.

#### *Tea Money*

9. 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 6s. tea money.

*Conditions as to Offices*

10. (a) Each employer shall permit his employees to have lunch on the premises.

(b) Adequate lighting, heating, ventilation, and ablution and toilet facilities shall be provided in all offices. In conjunction, with ablution facilities, means of drying shall be provided and where towels are supplied these shall be in such form as shall allow of exclusive use by each employee.

(c) A reasonable opportunity is to be afforded all employees to partake of morning and afternoon tea.

(d) No employee shall be obliged to work for more than five hours without an uninterrupted break for a meal.

*Proportion of Junior to Senior Clerks*

11. 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 employees who have had more than six years' accountancy experience, and "junior" includes all other employees. For this clause "accountancy experience" shall be the total period of employment with either a public accountant or undertaking approved for professional practical experience requirements by the New Zealand Society of Accountants, as an office assistant engaged in bookkeeping or accountancy duties.

*Terms of Employment*

12. The employment shall be a fortnightly employment and two weeks' notice of termination of employment shall be given by either party; but this shall not affect the right of either party to terminate employment without notice in the event of gross misconduct by either party.

*Casual Employees*

13. Any employee to whom this award applies who is employed for less than a complete week of five normal days shall be entitled to be paid at a rate of appropriate salary, plus 20 per cent, for a week of 40 working hours, and shall receive a sum computed upon an hourly basis, except that where an employee is unable to accept full-time employment, the employer shall pay *pro rata* the appropriate salary scale.

*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 employee obliged under subclause (a) hereof to become a member of the 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 employee 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 employee to whom subclauses (a) and (b) apply, after having been notified by an officer or authorised representative of the union that the employee has been requested to become a member of the union and has failed to do so, or that the employee 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.

(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 employee who considers himself incapable of earning the minimum salary fixed by this award may be paid such lower salary as may from time to time be fixed, on the application of the employee 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 salary shall have regard to the employee'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 employee 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 employee by the secretary of the union requiring him to have his salary again fixed in manner prescribed by this clause: Provided that in the case of any person whose salary 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 an employee 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 the union to give notice to the Inspector of Awards of every agreement made with an employee pursuant hereto.

(e) It shall be the duty of an employer, before employing an employee at such lower salary, to examine the permit or agreement by which such salary is fixed.

#### *Disputes*

16. The essence of this award being that the work of the employers shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen it is provided that if any dispute or difference shall arise between the parties bound by this award, or any of them, as to any matter whatsoever arising out of or connected therewith and not dealt with in this award, every dispute or difference shall be referred to a committee to be composed of three representatives of the association of employers and three representatives of the union, together with an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. Either side shall have the right of appeal to the Court against a decision of any such committee upon giving to the other side written notice of such appeal within 14 days after such decision has been made known to the party desirous of appealing.

*Notification of Staff*

17. Every employer shall notify the secretary of the union in writing of the names and addresses of all employees employed by him at 31 March each year; such notification to be sent to the secretary of the union within a fortnight of that date.

*Effective Operation of Award*

18. The secretary or other authorised officer of the union shall, with the consent of the employer (such consent not to be unreasonably withheld), be entitled to enter at all reasonable times upon the office or premises of the employer and there interview any employees, but so as not to interfere unduly with the work of such office.

*General*

19. 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.

*Application of Award*

20. 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 that part of the Wellington Industrial District to which this award relates.

*Scope of Award*

21. This award shall operate throughout that portion of the Wellington Industrial District which lies within the area north to Waikanae and east to the Rimutaka Ranges.

*Term of Award*

22. This award shall come into force on the day of the date hereof and shall continue in force until the 18th 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 18th day of October 1965.

[L.S.]

A. P. BLAIR, Judge.

## MEMORANDUM

The award 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. P. BLAIR, Judge.