

AUCKLAND HOSPITAL BOARD CLERICAL AND OTHER OFFICERS.—INDUSTRIAL AGREEMENT

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the industrial agreement made on the 17th day of May, 1948, between the Auckland Hospital Board and the Auckland Provincial District Local Authorities' Officers' Industrial Union of Workers.

WHEREAS by the Economic Stabilization Emergency Regulations 1942 it is provided that no industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, shall come into force until it is filed under section 28 of the said Act: And whereas it is provided, further, that no such industrial agreement shall be accepted by a Clerk of Awards for filing as aforesaid unless it has been approved by the Court for the purposes of the said regulations: And whereas application has been made for approval of the industrial agreement made on the 17th day of May, 1948, between the Auckland Hospital Board, of the one part, and the Auckland Provincial District Local Authorities' Officers' Industrial Union of Workers, of the other part: Now, therefore, the Court, having had regard to and having taken into consideration the matters and things as required by the said regulations, doth hereby approve the said industrial agreement for the purposes of the said regulations, subject to the condition that any rates of remuneration agreed upon pursuant to clause 12 (a) shall be approved by the Wages Commissioner.

Dated this 7th day of September, 1948.

[L.S.]

A. TYNDALL, Judge.

AUCKLAND HOSPITAL BOARD CLERICAL AND OTHER OFFICERS.—
INDUSTRIAL AGREEMENT

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 17th day of May, 1948, between the Auckland Hospital Board (hereinafter called "the Board" or "the employer"), of the one part, and the Auckland Provincial District Local Authorities' Officers' Industrial Union of Workers (hereinafter called "the union"), of the other part, whereby it is mutually agreed by and between the said parties as set out in the following schedule:—

1. *Scope of Agreement*

This agreement shall apply to all clerical and classified positions and other workers described in clause 2 hereof employed by the Auckland Hospital Board. Such workers shall not include—

- (a) Secretary, Treasurer, Assistant Secretary, Accountant, Purchasing Officer and House Managers.
- (b) Part-time employees if they work less than 50 per cent. of the hours normally worked by workers covered by this agreement.

2. *Definitions*

"Clerical workers" are employees who are principally engaged in writing, typing, operating mechanical machines, or any other form of office work, including Telephone Annunciators, Social Welfare Officer, Storeman-Clerks, and Linenkeepers.

"Typistes" are employees who are engaged in typing, operating mechanical machines, and/or shorthand, and who may in addition perform any other form of office work.

"Substantially" means engaged at a particular job for more than 50 per cent. of the time during any one week.

3. *Rates and Conditions of Pay*

(a) The following shall be the minimum salaries payable to all male employees specified in the following classes:

<i>Class 1—</i>	£
1st year	150
*2nd year	175
†3rd year	205
4th year	235
5th year	275
6th year	300
7th year	330
8th year	365
9th year	375
10th year	400
11th year	425

* Applicant with School Certificate commences at this salary. † Applicant with University Entrance commences at this salary.

(b) Where any employee is promoted or is transferred from one position to another and is thereby entitled to be transferred to a higher grade, the commencing salary of which is below that being received by him when promoted or transferred, he shall be paid the salary in the higher grade which is immediately above that being paid to him at the time of his promotion or transfer. Any subsequent annual increments to which the employee becomes entitled shall be paid in each succeeding year from the date of his promotion or transfer.

Class 2 (£425-£450-£460)—

Audit Clerk.

Senior Clerk, Ledgers Section.

Treasury Cashier.

Staffing Clerk, House Manager's Office, Green Lane Hospital.

Staffing Clerk, House Manager's Office, Cornwall Hospital.

Senior Clerk, Revenue.

Clerk, Works Department.

Linenkeeper, Green Lane Hospital.

Linenkeeper, Cornwall Hospital.

Linenkeeper, Middlemore Hospital.

Senior Clerk, X-Ray Department, Auckland Hospital.

Section Supply Clerks (6).

Class 3 (£460-£485)—

Senior Clerks, Secretarial Department.

Senior Clerk, Pathological Department, Auckland Hospital.

Senior Clerk, Supply Department.

Equipment Clerk.

Senior Clerk, Maintenance Records.

Senior Pay Clerk.

Senior Clerk, Staffing Department.

Costing Ledgerkeeper.

Senior Clerk, Staff Records.

Senior Clerk, Checking Department.

Statistical Clerk.

Senior Audit Clerk.

Senior Treasury Clerk.

Administrative Records Clerk.

Senior Clerk, House Manager's Office, Auckland Hospital.

Stores and Equipment Clerk, Auckland Hospital.

Senior Clerk, House Manager's Office, Green Lane Hospital.

Stores and Equipment Clerk, Green Lane Hospital.

Senior Clerk, House Manager's Office, Cornwall Hospital.

Stores and Equipment Clerk, Cornwall Hospital.

Senior Clerk, House Manager's Office, Middlemore Hospital.

Stores, Equipment and Buildings Clerk, Middlemore Hospital.

Transport Officer.

Senior Clerk, Works Department.

Staffing Clerk, House Manager's Office, Auckland Hospital.

Property and Insurance Clerk.

Linenkeeper, Auckland Hospital.

Class 4 (£510-£535)—

Senior Admitting Clerk.
 Senior Secretarial Clerk, Nursing and Medical.
 Head Ledgerkeeper.
 Relieving Officer.
 Staff Records Officer.
 Checking Officer.
 Revenue Officer.
 Assistant Supply Officer.
 Senior Secretarial Clerk.
 Assistant Staff Officer.
 Medical Records Officer.

Class 5 (£560-£585)—

Works Officer.
 Head Cashier.
 Legal and Committee Clerk.

Class 6 (£610-£635)—

Staff Officer.

Class 7 (£685-£725)—

Chief Clerk.
 Supply Officer.
 Internal Auditor.

(c) The following shall be the minimum salaries payable to all female employees specified in the following classes :

<i>Class 1—</i>	£
1st year	150
*2nd year	175
†3rd year	205
4th year	235
5th year	265
6th year	285
7th year	300
8th year	325

* Entrants with Junior Government Shorthand-Typing Examination or School Certificate commence at this salary. † Entrants with Senior Government Shorthand-Typing Examination or University Entrance examination commence at this salary.

Females in charge of three or more staff shall receive 5s. per week over and above their scale rate.

Class 2 (£338-£364)—

Stenographer to the Superintendent-in-Chief.
 Receptionist-Clerk to the Secretary.
 Clerk-Stenographer to the Treasurer.

(d) For the purpose of qualification under the foregoing classes, experience in any employment of a similar character to that covered by this agreement shall be counted as if it were experience in employment covered by this agreement.

(e) A worker employed on ledger posting machines or book-keeping machines shall be paid 5s. per week in addition to the rate which he/she is entitled to under his/her classification.

(f) A worker who substantially acts as a Cashier or Pay Clerk and who is not in receipt of a salary of more than £425 per annum shall be paid 5s. per week in addition to the rate to which such worker is entitled under clause 3.

(g) No reduction (other than for superannuation and such other contribution as may be agreed upon between the employer and the employee) shall be made from the wages of any employee except for time lost by the worker by sickness, accident, or default.

(h) The basic wage shall be payable to all males and females on attaining the age of twenty-one years.

(i) Except by mutual agreement, salaries, including overtime, shall be paid at not longer than fortnightly intervals and during the working hours.

(j) An interval not exceeding ten minutes shall be allowed to the staff for morning tea.

(k) All salaries and wages shall be paid weekly, fortnightly, or half-monthly at the discretion of the Board. For the purpose of calculating the amount payable weekly in respect of annual salaries, the amount of the annual salary shall be divided by 52.

4. *Employees Performing Higher-grade Duties*

Any employee temporarily relieving any employee or successively relieving two or more employees in a class higher than the class in which he is ordinarily employed, while so relieving shall be paid as follows:—

(a) If he is so employed relieving for a period of not more than eight weeks continuously, he shall be paid during such period the salary payable in respect of his ordinary employment.

(b) If he is so employed relieving for any period of more than eight weeks he shall be paid during the whole of such period at the lowest rate payable in respect of any employment in the class in which he is relieving or at the rate payable to him in respect of his ordinary employment, whichever is the higher, and if he remains in such position for twelve months or more he shall proceed to the next highest scale rate in that class.

- (c) Where any employee is engaged on higher-class work for a period exceeding eight weeks continuously and where sick leave may occur or annual leave taken or a public holiday occurs whilst engaged in performance of higher class duties, such employee shall be paid at the higher class rates.

5. *Regrading*

(a) If at any time the Board shall deem it advisable to grade or regrade any class of employment or any individual position, a grading committee consisting of representatives of the Board, employees and the union, shall be constituted.

(b) In every case in which any class of employment is regraded to a higher class, every position in such class of employment shall be deemed to be open and applications for employment in that class shall be invited from all salaried officers coming within the scope of this agreement.

(c) Any appointment or appointments pursuant to the provisions of clause 5, subclauses (a) and (b) hereof, shall not be made unless the consent of the Director of Stabilization or of the Wages Commissioner for the Auckland district has been first had and obtained to such grading or regrading of individual position or class of employment.

6. *Hours of Work*

(a) For all workers whose ordinary hours of work immediately prior to the date of this agreement are not less than 40 per week, the ordinary hours of work shall not exceed 40 per week or 8 per day, with an allowance of not more than one hour for meals and such hours shall be worked on not more than 5 days in any one week.

(b) For all workers other than the workers referred to in subclause (a) of this clause, the ordinary hours of work shall not exceed $37\frac{1}{2}$ per week or $7\frac{1}{2}$ per day, with an allowance of not more than one hour for meals, and such hours shall be worked on not more than 5 days in any one week.

(c) Such periods may be worked at any time, day or night, and/or on Saturday, Sunday and/or on any statutory holiday, provided that where any part of a period falls between the hours of 6 p.m. and 6 a.m. the worker shall be paid a shift allowance of 1s. per shift.

(d) Where practicable, these periods shall be worked from Monday to Friday inclusive between the hours of 8 a.m. and 5 p.m.

(e) Notwithstanding the foregoing, to provide a measure of elasticity in the case of essential work or where subclauses (a) and (b) are not practicable, time may be worked between 8 a.m. and noon on Saturday, provided always that not more than the hours specified in clauses (a) and (b) are worked at ordinary rates in any one week.

(f) A working week shall be deemed to commence at 8 a.m. on Monday.

7. *Overtime*

(a) All overtime that is instructed to be worked in excess of the weekly or daily number of hours (specified in clause 6 hereof), and has prior approval in writing, shall be paid for at the rate of time and a half during the first four hours and at double time thereafter, provided that no overtime rate shall be less than 2s. 7½d. per hour.

(b) That no overtime shall be payable to any person on a grade salary of over £600 per annum, and no person shall receive payment for overtime if such payment of overtime together with his grade salary shall exceed the sum of £675 per annum.

(c) Any worker called upon to work overtime after 6 p.m. on any day of the week shall be paid 2s. 6d. meal-money if that worker cannot reasonably journey to and from his home for a meal.

(d) A worker shall not be required to work for more than five hours continuously without an interval for a meal.

8. *Holidays*

(a) Each worker who has had twelve months' continuous service with the same employer shall be entitled to an annual holiday of two calendar weeks, provided however, that after five years in the Board's service, employees shall be entitled annually to three calendar weeks' holiday.

(b) The undermentioned shall be paid holidays and shall not be considered as part of the annual holidays: New Year's Day and the next following day, Good Friday, Easter Monday, Anzac Day, Sovereign's Birthday, Labour Day, Christmas Day, Boxing Day and Anniversary Day.

(c) A worker required to work on any holiday specified in subclause (b) hereof, shall be allowed equivalent time off added to the annual leave or at a time to be mutually agreed upon.

(d) When any holiday, other than Anzac Day, falls on a Sunday, the following day shall be observed.

(e) Where practicable, the annual holidays shall be given in proximity to the Christmas or Easter holidays, and the Board shall give as much notice as practicable to employees of the date of the annual holiday.

(f) When a holiday falls on a non-working day, a worker shall not be entitled to receive more than his ordinary salary or to receive any payment in respect of that holiday unless work is done on such day.

(g) This agreement shall not operate so as to reduce the aggregate number of days' holiday previously enjoyed by any worker during his present employment.

9. *Conditions of Employment*

(a) Vacant positions shall be filled where practicable by promotion of employees already on the staff and the appointment of juniors, and where any position is created or a vacancy occurs on the staff, applications to fill same shall first be called from members of the permanent staff of all departments, to ascertain whether, in the opinion of the Board, there is any person available in the Board's service suitable for appointment.

(b) Applicants for appointments to the staff are required to pass a medical examination by a medical officer nominated by the Board.

(c) In offices in which females are employed, reasonable accommodation shall be provided for their exclusive use.

There shall also be provided where practicable, a room with suitable couch accommodation to be used in cases of temporary indisposition.

(d) Adequate lighting, heating and ventilation shall be provided in all offices.

10. *Transport and Travelling Expenses*

(a) All authorized out of pocket expenses incurred by any employee in the execution of his duties shall be paid by the Board.

(b) When any employee is required to be on duty before or after ordinary public means of conveyance, other than specially hired conveyance is available, he shall be either supplied with transport or his fares shall be paid by the Board to enable him to proceed to or from his home: Provided that in the case of any worker who is in the employment of the Board at the date of this agreement the Board shall not be liable to pay for such transport and such fares any sum or sums in excess of the cost of such transport or fares to the home of such worker at the said date; and provided further that in the case of any worker engaged after the date of this agreement, the Board shall not be liable at any time to pay for such transport or such fares any sum or sums in excess of the cost of transport or fares to the home of such worker at the date of his engagement in any position.

11. *Sick Leave*

Each employee shall be entitled to ten days' sick leave on full pay for each year of his employment, and such leave shall be cumulative, after six months' continuous service.

12. *Applications*

(a) Where an agreement is reached during the currency of this agreement between the Board and the union in respect of the salary or any conditions of employment of any employee or class of employment covered by this agreement, then such agreement shall be deemed

to be part of this agreement and the provisions contained therein shall be binding upon both the Board and the unions as if such provisions were included in this agreement.

(b) No person in the employment of the Board who at the date of this agreement is in receipt of a higher rate of pay or other remuneration or whose hours of duty are less than herein provided, or who has been carrying out any of the duties covered by this agreement for a period of twelve months or over prior to the date of this agreement, shall have his or her pay or remuneration reduced or hours increased or suffer any reduction of status on account of this agreement. The operation of this clause shall not apply to temporary promotion granted or temporary appointment made for the duration of the war or until the return of the Board's permanent officers who have been on military service.

13. Bonus for Qualifications

Accountants' Professional (A.R.A.N.Z.)	} To count as equivalent	
Bachelor of Commerce		of one year's service.
Australasian Institute of Secretaries (A.A.I.S.)	} To count as	
Australasian Institute of Incorporated Secretaries (A.I.I.S.)		equivalent of
N.Z. Institute of Secretaries		six months'
Australian Institute of Cost Accountants .. .		service.

These provisions shall apply only to employees in Class 1 who, during the currency of this agreement, pass any of the foregoing examinations; but no employee shall be entitled to concession for more than one examination: Provided always that while qualifying for the concession the employee shall be substantially engaged on work covered by the section in which the examination is included in the foregoing list.

14. Termination of Employment

In the absence of specially written agreement between the Board and the employee, one month's notice of resignation or dismissal shall be given by the officer or the employer except in cases of misconduct when an officer shall be subject to instant dismissal; but this shall not be deemed to restrict or in any way impair the statutory powers as to appointment or dismissal of officers vested in the Board.

15. Matters Not Provided For

The essence of this agreement 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 hereby provided that if any dispute or difference shall arise between the parties bound by this agreement or any of them, as to any matter whatsoever arising out of or

connected therewith and not dealt with in this agreement every such dispute or difference shall be referred to a committee composed of two representatives of the employer and two representatives of the union, together with if required by either party, an independent chairman to be mutually agreed upon, or in default of agreement to be appointed by the Conciliation Commissioner for the district: Provided that all disputes shall be considered by the Committee within one month of the date of notification to the unions concerned of such a dispute. Either side shall have the right to appeal to the Court against such a decision of any such committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

16. *Right of Entry Upon Premises*

The secretary or other authorized officer of the union shall be entitled to enter at all reasonable times upon the offices of the Board for the purpose of interviewing any employee in connection with the operation of this agreement, but not so as to interfere unreasonably with the employer's business.

The Board shall, upon request by the union, supply a list of their employees: Provided however, that this request shall not be made more often than once every three months.

17. *Workers to be Members of Union*

(a) It shall not be lawful for the Board 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 the Auckland Provincial District Local Authorities' Officers Industrial Union of Workers.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen 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 twenty-one years and upwards shall be deemed to be an adult.

18. *Under-rate Workers*

(a) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement may be paid such lower wage as may from time to time be fixed on the application of the workers 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 the 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 fourteen 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) It shall be the duty of the Board, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

19. *Term of Agreement*

This agreement shall come into force on the 1st day of April, 1948, and shall continue in force until the 31st day of March, 1950.

The common seal of the Auckland Provincial District Local Authorities' Officers' Industrial Union of Workers, was hereto affixed pursuant to a resolution of the committee held on the 12th May, 1948—

[L.S.]

A. S. WALTON, President.

J. B. DAVY, Secretary.

The common seal of the Auckland Hospital Board was hereto affixed in pursuance of a resolution duly passed at a meeting of the members of the said Board held on the 17th May, 1948, in the presence of—

[L.S.]

JNO. GRIERSON, Chairman.

H. W. SHOVE, Member.

R. F. GALBRAITH, Secretary.