

TARANAKI AND HAWERA HOSPITAL BOARDS' CLERICAL WORKERS AND OTHER OFFICERS—INDUSTRIAL AGREEMENT

In the Court of Arbitration of New Zealand, Taranaki Industrial District.—In the matter of the Economic Stabilization Emergency Regulations, 1942; and in the matter of the Industrial agreement, made on the 18th day of July, 1949, between the Taranaki and Hawera Hospital Boards and the Taranaki 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 the 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 18th day of July, 1949, between the Taranaki and Hawera Hospital Boards, of the one part, and the Taranaki 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.

Dated this 17th day of August, 1949.

[L.S.]

A. TYNDALL, Judge.

TARANAKI AND HAWERA HOSPITAL BOARDS' CLERICAL WORKERS AND OTHER OFFICERS.—INDUSTRIAL AGREEMENT

This industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 18th day of July, 1949, between the Taranaki and Hawera Hospital Boards (hereinafter called "the Boards" or individually "the

employer”) of the one part, and the Taranaki 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:—

SCHEDULE

Scope of Agreement

1. This agreement shall apply to all clerical workers and all occupants of classified positions and other workers described in clause 3 hereof employed by the Taranaki Hospital Board and Hawera Hospital Board. Such workers shall not include:—

- (a) Secretary-Treasurers, Assistant Secretaries, Accountants, Supply Officers and House Managers.
- (b) Part-time employees if they work less than 50% of the hours normally worked by workers covered by this Agreement.

Definitions

2. “Clerical workers” are employees who are substantially engaged in writing, typing, operating mechanical office machines, or any other form of office work—including telephone attendants, Social Welfare Officers, Storeman-Clerks, House Stewards, and Occupational Therapists not specifically classified.

“Substantially” means engaged at a particular job for more than 50% of the time during any one week.

Rates and Conditions of Pay

3. (a) Except in the case of employees specifically classified, all male employees shall be paid in accordance with the following scale:—

<i>Class 4—</i>	Annual Salary.
	£
First year	160
*Second year	185
†Third year	220
Fourth year	250
Fifth year	280
Sixth year	317
Seventh year	347
Eighth year	372
Ninth year	397
Tenth year	422
Eleventh year and thereafter	447

*Applicant with School Certificate commences at this salary.

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

Class 3 (commencing at £482 and rising by one annual increment to £507)—

Occupational Therapist, New Plymouth Hospital.
Staff Clerk (Board's Office), New Plymouth Hospital.
Assistant House Steward, New Plymouth Hospital.
Admitting Officer, New Plymouth Hospital.

Class 2 (commencing at £532 and rising by one annual increment to £557)—

House Steward, New Plymouth Hospital.

Class 1 (commencing at £582 and rising by one annual increment to £607)—

Assistant Accountant (Board's Office), New Plymouth Hospital.

(b) Except in the case of employees specifically classified, all female employees shall be paid in accordance with the following scale:—

<i>Class 4</i> —	Annual Salary.
	£
First year	160
*Second year	175
†Third year	205
Fourth year	230
Fifth year	255
Sixth year	280
Seventh year	307
Eighth year and thereafter	322

*Applicants with Junior Government Shorthand and Typing Examination, or School Certificate, begin here. †Applicants with Senior Government Shorthand and Typing Examination, or University Entrance, or endorsed School Certificate, begin here.

Class 3 (£347)—

Accounts Clerk (Board's Office), New Plymouth Hospital.
Senior Records Clerk, New Plymouth Hospital.
Stenographer to Physician, New Plymouth Hospital.
Senior Records Clerk, Hawera Hospital.

Class 2 (£372)—

Stenographer to Medical Superintendent, New Plymouth Hospital.
Stenographer to Secretary (Board's Office), New Plymouth Hospital.
Chief Clerk (Board's Office), Hawera Hospital.

Class 2 (a) (£398)—

Stores Clerk (Board's Office), Hawera Hospital.

Class 1 (£447)—

Chief Clerk (Board's Office), New Plymouth Hospital.

(c) 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.

(d) 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 the time lost by the worker by sickness, accident, or default.

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

(f) Intervals not exceeding ten minutes shall be allowed to the staff for morning and afternoon tea.

(g) All salaries and wages shall be paid fortnightly.

Employees Performing Higher-grade Duties

4. Any employee temporarily relieving any employee or successively relieving two or more employees in a class higher in remuneration 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 12 months or more he shall proceed to the next highest scale rate prescribed for that position or for his ordinary employment whichever is the higher.

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

Regrading

5. (a) If at any time the employer or the Boards or the union shall deem it advisable to grade or regrade any class of employment or any individual position, a Grading Committee consisting of the Chairman or in his absence the Deputy

Chairman of the particular employer or employers concerned and the president or in his absence the vice-president of the union or both according to whether or not the matter concerns both Boards, shall be constituted, provided that the president or vice-president of the union being personally involved may appoint some member or members of the union to act in their stead respectively.

(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, subclause (a) and (b) hereof shall not be made unless the consent of the Director of Stabilization or of the Wages Commissioner for the Wellington District has been first had, and obtained to such grading or regrading of individual position or class of employment.

Hours of Work

6. (a) The ordinary hours of work for all workers 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 five days in any one week.

(b) Such periods may be worked at any time day or night, and/or on Saturday, Sunday, and/or on any statutory holiday.

(c) Notwithstanding the foregoing, to provide a measure of elasticity in the case of essential work or where subclause (a) hereof is not practicable in the discretion of the employer, time may be worked between 7 a.m. and noon on Saturday, provided always that not more than the hours specified in subclause (a) hereof are worked at ordinary rates in any one week.

(d) A working-week shall be deemed to commence at 7 a.m. on Monday.

Overtime

7. (a) All overtime worked in excess of the weekly and/or daily number of hours specified in clause 6 (a) hereof shall be paid for at the rate of time and a half during the first four hours and double time thereafter; provided that no overtime rate shall be less than 2s. per hour or more than 6s. 9d. per hour.

(b) 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 home for a meal.

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

Holidays

8. (a) Each worker shall at the end of each year of his employment with the same employer become entitled to an annual holiday of two calendar weeks on ordinary pay provided however in the case of workers with 10 years' service in their present employment, three weeks' holiday on ordinary pay shall be allowed instead of two weeks.

(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 the next following 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) If after three months' service the employment is terminated by whatever cause except that of default on the part of the employee, an annual leave allowance computed on a *pro rata* basis shall be given to such employee.

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

(g) 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.

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

Conditions of Employment

9. (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 staff to ascertain whether, in the opinion of the employer, there is any person available in the employer's service suitable for the appointment.

(b) Applicants for appointments to the staff may be required to pass a Medical Examination by a Medical Officer nominated by the employer and undergo a periodical Chest X-Ray.

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

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

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

(f) All out-of-pocket expenses reasonably incurred by any worker in the execution of his duties shall be paid by the employer. All claims for such expenses shall be rendered fortnightly, or as mutually agreed, and such claims shall give particulars of travelling done and expenses incurred in the discharge of the worker's duties. The employer may, in connection with any particular claim, require that such claim shall be supported by statutory declaration.

Sick-leave

10. Pay during sick leave of absence may be granted in accordance with the following schedule:—

Length of Service with Present Employer.	Aggregate Period for Which Sick Leave on Pay May be Granted.
Over 9 months and up to 5 years ..	46 days on full pay.
Over 5 years and up to 10 years ..	92 days on full pay.
Over 10 years and up to 20 years ..	183 days on full pay.
Over 20 years and up to 30 years ..	275 days on full pay.
Over 30 years	365 days on full pay.

Sick leave with pay for any one period of absence from duty allowed under this schedule is to be reckoned in consecutive days. The aggregate period for which sick leave on pay may be granted may consist of one or more periods, but shall be computed in respect of the whole period of an employee's service.

An employer may require a worker to produce a medical certificate before making any payment under this clause.

The length of service for the purposes of this agreement means the aggregate period of service whether continuous or intermittent in the employ of the Boards, other Hospital Boards, separate institutions or the Crown.

Applications

11. (a) Where an agreement is reached during the currency of this agreement between the Boards and the union in respect to 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 Boards and the union as if such provisions were included in this agreement.

(b) No person in the employment of the Boards who at the date of this agreement is in receipt of a higher rate of pay or other remuneration, 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 suffer any reduction of status on account of this agreement.

Bonuses for Qualifications

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

These provisions shall apply to any employee who, during the currency of this agreement, passes any of the foregoing examinations; 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.

Termination of Employment

13. In the absence of specially written agreements between the Boards and the employee, one month's notice of resignation or dismissal shall be given by the employee or the employer, except in cases of misconduct, when an employee 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 employees vested in the Boards.

Matters Not Provided For

14. 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 of Arbitration 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.

Right of Entry Upon Premises

15. The secretary or other authorized officer of the union shall be entitled to enter at all reasonable times upon the offices of the Boards 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 Boards shall, upon request by the union, supply a list of their employees; provided, that this request shall not be made more than once every three months.

Workers to be Members of Union

16. (a) Subject to the provisions of clause 13 hereof, it shall not be lawful for the Boards 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 Taranaki Local Authorities' Officers' Industrial Union of Workers, unless there is no member of such union able and willing to undertake the work of such adult person: Provided however that this subclause shall not apply to the employment of any adult person in a temporary capacity for a period not exceeding three months.

(b) For the purpose 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 wages prescribed by this agreement for workers of the age of twenty-one years and upwards shall be deemed to be an adult.

Under-rate Workers

17. (a) Any worker who considers himself incapable of earning the minimum wage affixed 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 of Arbitration may from time to time appoint for that purpose; and such Inspector or other person 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 employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Term of Agreement

18. This agreement shall be deemed to have come into force on the 1st July, 1949, and shall continue in force until the 30th June, 1950.

The common seal of the Taranaki 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 19th July, 1949, in the presence of—

[L.S.]

P. E. STANTON, Chairman.
R. J. BROKENSHIRE, Member.
A. J. GUNN, Secretary.

The common seal of the Hawera 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 18th July, 1949, in the presence of—

[L.S.]

H. THRUSH, Chairman.
R. A. GRACE, Member.
M. C. CRIGHTON, Secretary.

The common seal of the Taranaki Local Authorities' Officers' Industrial Union of Workers was hereto affixed, pursuant to a resolution of the Committee held on 21st July, 1949—

[L.S.]

L. C. ELLIOTT, President.
A. ROGERS, Secretary.