

**WELLINGTON AND MARLBOROUGH HOSPITAL BOARDS'  
CLERICAL WORKERS—INDUSTRIAL AGREEMENT**

In the Court of Arbitration of New Zealand.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the industrial agreement, made on the 26th day of October, 1949, between the New Zealand Hospital Boards Industrial Union of Employers and the Wellington and Marlborough Local Body 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 26th day of October, 1949, between the New Zealand Hospital Boards' Industrial Union of Employers, of the one part, and the Wellington and Marlborough Local Body 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 15th day of December, 1949.

[L.S.]

A. TYNDALL, Judge.

**WELLINGTON AND MARLBOROUGH HOSPITAL BOARDS' CLERICAL  
WORKERS—INDUSTRIAL AGREEMENT**

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925 this 26th day of October, 1949, between the New Zealand Hospital Boards Industrial Union of Employers (hereinafter referred to as the "employers") of the one part and the Wellington and Marlborough Local Body Officers' Industrial Union of Workers (hereinafter referred to as "the union") of the other part: Whereby it is agreed by and between all the parties hereto as follows:—

1. That the terms, conditions, stipulations and provisions contained and set out in that schedule hereto shall be binding as an industrial agreement upon the said parties, and the same shall be deemed to be and are hereby incorporated in and declared to form part of this industrial agreement.

2. The said parties hereto shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, conditions, stipulations, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

In witness whereof the parties hereto have set their hands this 26th day of October, 1949.

On behalf of the New Zealand Hospital Boards Industrial Union of Employers—

[L.S.]

Witness—H. E. Conglon, J.P.

Jas. M. DOVE, President.

E. CANNONS, Secretary.

Witness—F. J. Fenton, J.P.

On behalf of the Wellington and Marlborough Local Body Officers' Industrial Union of Workers—

[L.S.]

Witness—A. J. Regan.

R. S. WATSON, President.

P. M. BUTLER, Secretary.

Witness—L. J. Keane, J.P.

#### SCHEDULE

##### 1. *Application*

This award shall apply to all clerical workers described in clause 2 hereof. Such workers not to include : Chief or Sole Executive Officer and those officers who are in receipt of a salary in excess of £785, in the case of male officers and £476 in the case of female officers.

##### 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 officers, storemen-clerks and linen-keepers; and includes house managers and house stewards.

“Typists” are employees who are engaged in typing, operating mechanical machines and/or shorthand, and who 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

The following shall be the minimum salaries payable to all employees specified in the following clauses—

(a) All male officers shall be paid in accordance with the following scale :—

<i>Grade I—</i>				Per Annum.			
				£	s.	d.	
First year	..	..	..	172	0	0	
Second year	..	..	..	197	0	0	S.C.
Third year	..	..	..	227	0	0	U.E.
Fourth year	..	..	..	266	0	0	
Fifth year	..	..	..	311	0	0	
Sixth year	..	..	..	341	0	0	
Seventh year	..	..	..	366	0	0	
Eighth year	..	..	..	386	0	0	
Ninth year	..	..	..	410	0	0	
Tenth year	..	..	..	435	0	0	
Eleventh year	..	..	..	460	0	0	
Twelfth year	..	..	..	485	0	0	
Thirteenth year	..	..	..	500	0	0	
Fourteenth year	..	..	..	515	0	0	

Males with School Certificate commence at second year of scale :

Males with University Entrance commence at third year of scale :

Provided, however, that no officer shall be employed as an accountant or chief clerk at a lesser salary than the maximum of Grade II.

(b) *Lodging Allowance for 1st and 2nd Years.*—If living away from home—

If on 1st year salary of £172, £40 p.a.

If on 2nd year salary of £197, £25 p.a.

			£	s.	d.
(c) <i>Grade II.</i> —Maximum salary	..	..	575	0	0

Officers may be promoted to Grade II if in the opinion of the Board some advancement beyond the specified steps of the general scale is justified by the responsibilities undertaken.

The maximum salary of this grade shall be £575 per annum and increments not exceeding £25 in any one year shall be entirely at the discretion of the Board.

(d) *Exemptions.*—It is provided, however, that the salary of positions designated for male officers under the Hospital Boards enumerated below shall not proceed beyond that shown for the twelfth year of service, viz. £485.

*Wellington Hospital Board—*

Male Telephone Operators.  
Time Record Clerk.  
Hearing Aid Department Clerk.  
Engineer's Clerk.  
Traffic Controller and Part Time Clerk.  
Occupational Therapy Clerk.  
National Savings Clerk.  
Male Typist.

*Palmerston North Hospital Board—*

Male Telephone Clerks and Attendants.  
Clerk, Awapuni Hospital.  
Clerk-Storekeeper, Palmerston North Hospital Board.

*Wairarapa Hospital Board—*

Male Telephone Attendants.  
Inquiry Office Clerks.  
Stores Clerks employed in stores.  
Any officer in receipt of a retiring allowance from any superannuation fund.

*Wanganui Hospital Board—*

Male Telephone Attendants.

*Hawke's Bay Hospital Board—*

Male Telephone Operators.  
Stores Clerks.

(e) *Higher Positions for Male Staff.*—In higher positions where male officers of Hospital Boards are in receipt of a salary in excess of £575 per annum (excluding overtime) but not exceeding £785 per annum the salaries of such officers covered by this agreement shall be in accordance with the scheme of classification as approved by the Economic Stabilization Commission from time to time under section 34 (5) (b) of the Economic Stabilization Regulations.

In cases of promotion from a lower to a higher position the salary of the officer promoted may be increased to that of the previous holder of the position by one or more steps.

All salaries shall be reviewed annually, but before increments not provided for in the scheme of classification are granted the approval of the Director of Stabilization shall be obtained.

The salaries as listed shall include the increases granted by the two general orders of the Arbitration Court made under the Rates of Wages Emergency Regulations, 1940, and dated 9th August, 1940, and the 31st March, 1942, respectively and shall be increased by any subsequent orders granted by the Court of Arbitration from time to time.

(f) *Salaries for Female Clerks, and Other Female Officers :—*

*Grade I—*

				£	s.	d.
First year	..	..	..	..	170	0 0
* Second year	..	..	..	..	195	0 0
† Third year	..	..	..	..	230	0 0
Fourth year	..	..	..	..	260	0 0
Fifth year	..	..	..	..	290	0 0
Sixth year	..	..	..	..	325	0 0
Seventh year	..	..	..	..	360	0 0
Eighth year	..	..	..	..	385	0 0

\* Entrants with Junior Government Shorthand-Typing Examination or School Certificate commence at this salary.

† Entrants with Senior Government Shorthand-Typing Examination or University examination commence at this salary.

*Lodging Allowances for 1st and 2nd Years.*—If living away from home—

First year at £170, £40 p.a.

Second year at £195, £25 p.a.

			£	s.	d.
(g) <i>Grade II.</i> —Maximum salary	..	..	476	0	0

Officers may be promoted to Grade II if in the opinion of the Board some advancement beyond the specified steps of the general scale is justified by the responsibilities undertaken.

The maximum salary in this grade shall be £476 per annum and increments not exceeding £20 in any one year shall be entirely at the discretion of the Board.

(h) For the purpose of qualifications under the foregoing scales, for males and females experience in any employment of a similar character to that covered by this award shall be counted as if it were experience in employment covered by this award.

(i) *Higher Positions (Female Officers).*—In higher positions where female officers of Hospital Boards are in receipt of a salary exceeding £476 per annum (excluding overtime) the salaries of such officers covered by this agreement shall be in accordance with the scheme of classification as approved by the Economic Stabilization Commission from time to time under section 34 (5) (b) of the Economic Stabilization Regulations.

In cases of promotion from a lower to a higher position the salary of the officer promoted may be increased to that of the previous holder of the position by one or more steps.

All salaries shall be reviewed annually, but before increments not provided for in the scheme of classification are granted the approval of the Director of Stabilization shall be obtained.

The salaries as listed shall include the increases granted by the two general orders of the Arbitration Court made under the Rates of Wages Emergency Regulations, 1940, and dated 9th August, 1940, and the 31st March, 1942, respectively and shall be increased by any subsequent orders granted by the Court of Arbitration from time to time.

(j) Should any question or dispute arise in connection with grading, the matter shall be dealt with in accordance with the provisions of clause 16.

(k) An officer who substantially acts as a cashier or pay clerk shall be paid 10s. per week as a cashier's risk allowance.

(l) An officer employed substantially on ledger-posting machines or book-keeping machines or analysis machines (other than adding machines) shall be paid 5s. per week in addition to the rate to which he or she is entitled.

(m) No deduction (other than for superannuation and other such contributions as may be agreed upon between the employer and the officer) shall be made from the wages of any officer, except for the time lost by the officer through sickness, accident, or default.

(n) No officer covered by this award now in receipt of a higher salary shall have his or her salary reduced by virtue of the coming into force of this award.

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

(p) Every temporary or casual employee shall be paid 10 per cent. *pro rata* above the weekly rate.

(q) *Bonus for Qualifications.*—(i) An officer who obtains a full pass in one of the examinations mentioned hereunder shall, on completion of the salary year in which he obtains the pass, be credited with one year's extra service. Where employment of a similar character extends beyond fourteen years, as per basic scale "A" he shall thereafter be paid £25 per annum above the rate prescribed for the fourteenth year of service.

An officer who obtains a full pass in one of those examinations in the fourteenth or a subsequent year of service shall be entitled at the end of the salary year in which he passes the examination and thereafter, to payment of £25 per annum above the rate prescribed for the fourteenth year of service.

An officer who at the date of this award has already obtained a full pass in one of the undermentioned examinations and has not received extra payment shall become entitled to the benefit of this clause as from the date upon which the award is made, excepting that when the officer has obtained his full pass during his current year of service this provision shall apply as from the beginning of his next year of service after the date of making of the award.

The credit of payment referred to in this clause shall apply or continue only while the officer concerned is engaged in duties to which the examination is appropriate.

Female officers to be credited with qualifications up to the eighth year.

When an officer of a Hospital Board passes one of the following examinations, paragraph (g) (i) shall apply :—

B.Com.

Accountancy Professional.

Law Professional.

LL.B.

Chartered Institute of Secretaries.

N.Z. Institute of Secretaries.

An officer who passed one or more subjects in any of the above examinations shall receive a grant equivalent to the entrance fees paid.

#### *4. Conditions of Employment*

(a) Applicants before joining the staff shall pass a medical examination by an approved doctor, if required to do so.

(b) In offices in which three or more females are employed reasonable accommodation shall be provided for their exclusive use. Where satisfactory arrangements do not already exist, there shall also be provided, where practicable, a room with suitable couch accommodation to be used in cases of temporary indisposition, but where it is impracticable to set a room apart for that purpose it will be sufficient for a couch or couches to be provided in a portion of the cloak-room, screened off for privacy.

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

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

#### *5. Hours of Work*

(a) The ordinary hours of work shall not exceed 40 per week or 8 per day, with an allowance of not less than one hour for meals, and such hours shall be worked on not more than five days in any one week, Monday to Friday inclusive.

(b) Where prior to the date of this award any Board has been customarily observing shorter daily or weekly hours than those hereinbefore specified, that Board shall continue to observe such shorter hours, but in such circumstances that the Board shall have the right to call upon its staff, whenever necessary to cope with the work on hand, to work up to forty hours per week without payment of overtime.

(c) (1) Telephone attendants or annunciators, inquiry clerks and admission clerks may be employed during any period of each 24 hours; the weekly hours to be made up of five consecutive shifts each not exceeding eight hours per day on any of the seven days, provided that the total hours do not exceed forty without payment of overtime.

(2) Notwithstanding the provisions of clause 6, all time worked by such workers on Saturday shall be paid for at not less than half ordinary time rates and all time worked by such workers on Sundays shall be paid for at not less than ordinary time rates. Such payments shall be in addition to the usual salary.

(3) Broken shifts may be worked but must be completed within twelve hours computed from starting to finishing time, including meal hours. Workers employed on broken shifts shall be paid 3s. 6d. per week in excess of their usual salary.

(4) Workers referred to in clause 5 (c) (1) employed on night shift shall be paid 5s. per week in excess of their usual salary. Workers employed on night shift for less than five nights in any one week shall be paid an additional 1s. per night. A night shift worker for the purpose of this award is an employee required to work after 11.30 p.m. or before 6 a.m.

6. (a) Any time worked outside of or in excess of the hours specified in clause 5, shall be considered as overtime and shall be paid for at the rate of time and a half for the first three hours and double time thereafter. A minimum of two hours at overtime rates shall be paid for each call-back on any non-working day, Sunday, Saturday or holiday. Double rates shall be paid for work performed on Sundays.

(b) No overtime for which overtime rates are payable shall be worked by any officer without the approval of the head of the department.

(c) Overtime shall be shown on the time sheet, and overtime pay shall be included with the payment for that period.

(d) Any officer called upon to work overtime after the usual time of ceasing work on any day of the week shall be paid 2s. 6d. meal money or be provided with a meal if the worker cannot reasonably journey to and from his home for a meal.

(e) An officer shall not be required to work for more than five hours continuously without a reasonable interval for a meal.

(f) For the purpose of calculating overtime, the hourly rate shall be 1/2080 of the annual salary.

(g) This clause shall not apply to officers receiving a salary of £700 or over.



The payment of overtime shall not in any case exceed an amount which together with the basic or grade annual salary equals £650.

### 7. *Holidays*

(a) Each worker who has twelve months' continuous service with the same employer shall be entitled to an annual holiday of three calendar 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 Anniversary Day, or a day in lieu thereof.

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

(d) 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.

(e) 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.

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

(g) Work performed on holidays shall be paid for at double time rates in addition to payment for the holiday.

### 8. *Sick Leave*

(1) Where an officer is granted leave of absence on account of sickness or injury not arising out of and in the course of his employment he shall be entitled to full pay or half-pay, as the case may be, according to the scale set out in the schedule hereunder.

(2) The length of service for the purpose of the schedule means the aggregate period of service whether continuous or intermittent in the employ of any Hospital Board or the Crown.

(3) The total period of sick-leave with pay set out in the schedule may consist of one or more periods.

(4) In addition to sick leave with pay as provided for in the foregoing provisions, an officer may, at the discretion of a Board, be granted sick-leave with pay for not more than eight days in any year where on account of minor illness it is deemed inadvisable for the officer, in his own interests or those of the Hospital Board, to be on duty.

(5) Where an officer is incapacitated by sickness or injury arising out of and in the course of his employment, the Board shall continue to pay his full salary during incapacity.

(6) Sick leave with full pay for each period allowed shall be reckoned in consecutive days inclusive of Saturdays, Sundays and statutory holidays.

## SCHEDULE

Length of Service.	Total Period of Sick-leave with Full Pay During Whole Length of Service.
Up to three months .. ..	7 days
Over three months and up to six months	14 days, inclusive of days previously allowed.
Over six months and up to nine months	31 days, inclusive of days previously allowed.
Over nine months and up to five years ..	46 days, inclusive of days previously allowed.
Over five years and up to ten years ..	92 days, inclusive of days previously allowed.
Over ten years and up to twenty years	183 days, inclusive of days previously allowed.
Over twenty years and up to thirty years	275 days, inclusive of days previously allowed.
Over thirty years .. .. .	365 days, inclusive of days previously allowed.

9. *Transport and Travelling Expenses*

(a) Officers who are required to travel in connection with their employment or, who provide their own cars approved by and at the request of the employers, for carrying out their official duties shall be paid a reasonable sum for that service, any question arising from this clause shall be dealt with in accordance with clause 16.

(b) *Bicycle Allowance.*—Officers shall be paid an allowance of 2s. 6d. for each week during which they are required to use their own bicycle in the performance of their duties.

10. *Rest Period*

An interval not exceeding ten minutes shall be allowed each morning and afternoon.

11. *Uniform*

Existing conditions as to uniforms shall continue.

12. *Officers Performing Higher-grade Duties*

Any officer who is instructed to perform the duties of a higher-grade officer under this award shall, if he occupies the higher-grade position for more than four weeks continuously, be paid from the date upon which he commenced the higher-grade duty, and while engaged in performing such higher-grade duty, at a rate not less than the minimum salary paid for the higher position.

13. *Workers to be Members of Union*

Court's clause.

14. *Under-rate Workers*

Court's clause.

15. *Termination of Employment*

Except in the case of casuals, in the absence of special written agreement between the employer and the officer, one month's notice of resignation or dismissal shall be given by the officer or the employer, except in cases of misconduct, where 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 local authorities.

16. *Matters Not Provided For*

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 hereby 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 such dispute or difference shall be referred to a committee composed of two representatives of the Hospital Boards' Association 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 parties concerned of such dispute. Either side shall have the right to appeal to the Court against 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.

17. *Effective Operation of Award*

(a) The secretary or other authorized officer of the union of workers, shall, with the consent of the employer, (such consent not to be unreasonably withheld), be entitled to enter at all reasonable times the office or works and there interview any workers, but not so as to impede the work.

(b) In every establishment the occupier shall at all times keep a time and wages book showing in the case of each employee—

- (i) The name of the officer, together with his age if under 21 years.
- (ii) The kind of work on which he is usually employed.
- (iii) The hours worked on each day.
- (iv) The wages paid on each pay-day and the date thereof, and
- (v) Such other particulars as are prescribed by regulations.

(c) Employers bound by this award, shall, upon request by the union, supply a list of their officers (eighteen years of age and over) covered by this agreement, and the date of commencement of new employees; provided, however, that this request shall not be made more often than once every three months.

(d) The employer shall allow any officer or executive member of the union, leave of absence on full pay to attend union business providing such leave does not exceed 12 hours in any period of three calendar months.

#### 18. *Scope of Agreement*

This agreement shall operate throughout the Wellington and Marlborough Industrial District.

#### 19. *Term of Agreement*

This agreement, shall be deemed to have come into force on the 1st June, 1949, and shall continue in force until the 31st May, 1950.

#### 20. *Interpretation*

Where in the body of this schedule the word "award" appears, same shall be read as "industrial agreement."

Signed on behalf of the New Zealand Hospital Boards Industrial Union of Employers—

[L.S.]  
Witness—F. J. Fenton, J.P.

Jas. M. DOVE, President.

E. CANNONS, Secretary.

Witness—F. J. Fenton, J.P.

Signed on behalf of the Wellington and Marlborough Local Body Officers Industrial Union of Workers—

[L.S.]  
Witness—H. J. Regan.

R. S. WATSON, President.

P. M. BUTLER, Secretary.

Witness—S. J. Keane, J.P.