

AUCKLAND, NORTHLAND, TAURANGA, THAMES AND WAIKATO HOSPITAL
BOARDS' PHARMACISTS—INDUSTRIAL AGREEMENT

[Filed in the Office of the Clerk of Awards, Auckland]

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 16th day of August 1962, between the Auckland Retail Chemists' Assistants and Related Trades Industrial Union of Workers (hereinafter referred to as "the union") and the Auckland Hospital Board (hereinafter referred to as "the employer") and others listed, witnesseth that it is hereby mutually agreed and declared between the union and the employer as follows:

That, as between the parties hereto, the terms, conditions and provisions herein contained shall be binding on the said parties, and the said terms, conditions and provisions shall be deemed to form part of this agreement; and further the said parties shall respectively observe every matter and thing by this agreement 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 agreement.

Application of Agreement

1. (a) This agreement shall apply to workers employed as pharmacists, apprentices, or unqualified assistants, by the Auckland, the Northland, the Tauranga, the Thames and the Waikato Hospital Boards.

(b) Nothing in this agreement shall apply to clerks, cashiers, or any other persons solely engaged in the office work of the employer and not engaged in the work of the pharmaceutical department in any capacity.

(c) Nothing in this agreement shall apply to medical officers who may be required to assist in the work of the pharmaceutical department.

(d) In small country hospitals the sister-in-charge may dispense prescriptions provided such dispensing is done under the direction of the medical officer in charge.

Definitions

2. (a) A "chief pharmacist" is a registered pharmacist appointed by a hospital board to actively supervise the pharmaceutical departments of two or more hospitals, each of over 100 established beds, and in each of which a registered pharmacist is employed, or of one or more hospitals with a total of more than 500 established beds: Provided that not more than one chief pharmacist may be employed by a hospital board.

(b) A "pharmacist-in-charge" is a registered pharmacist who is in charge of the pharmaceutical department of a hospital.

(c) A "relieving pharmacist" is a registered pharmacist who is employed to take charge of a pharmaceutical department or to act as assistant pharmacist during the absence of the permanent pharmacist.

(d) A "qualified pharmacist" is a person who, being 21 years of age or over, has obtained from the Pharmacy Board a certificate of competency as a pharmacist pursuant to the provisions of subsection (1) (a) of section 11 of the Pharmacy Act 1939, or is the holder of a recognised certificate granted out of New Zealand, as defined in subsection (2) of the same section.

(e) An "unqualified assistant" is a person who has served four years as an apprentice to a registered pharmacist keeping open shop or hospital pharmaceutical department for the compounding and dispensing of prescriptions.

(f) An "apprentice" is a person registered as an apprentice under the Pharmacy Act 1939, and its amendments.

(g) A "pharmacy assistant (non-technical)" is a person employed on unskilled non-technical work including the breaking down of bulk items into smaller units, and labelling, etc.

(h) A "casual worker" is a worker employed for a period of less than three consecutive weeks.

(i) A "part-time worker" is a worker whose hours do not exceed 30 hours per week.

(j) No person other than those referred to in this clause shall be engaged in the compounding of medicine, except as provided for in clause 1.

Hours of Work

3. (a) The weekly hours shall not exceed 40, to be worked between 8 a.m. and 5 p.m., on five days of the week and between the hours of 8 a.m. and 12 noon on Saturdays, provided that not more than eight hours shall be worked on each of five days of the week and three and a half hours on Saturdays.

(b) The hours of work shall be continuous from the time of starting each day and without any breaks other than those prescribed herein for meals and refreshments.

(c) A break of 10 minutes to count as time worked, shall be allowed both morning and afternoon each day for refreshments, and facilities for heating water shall be provided. One hour shall be allowed each day for a meal.

(d) A roster showing the hours each worker shall be required to work in any one week shall be displayed in the pharmaceutical department.

(e) For the purpose of calculating the hours of work, each of the statutory holidays mentioned in clause 13 shall be deemed to be a day worked for the number of hours usually worked on that day of the week, although no work shall have been actually done on such holiday.

	<i>Salaries</i>	Rate per Annum	
		From 1/10/61 £	From 1/4/62 £
4. Chief Pharmacist:			
Auckland Hospital Board	1st year	1,370	1,405
	2nd year	1,440	1,475
	3rd year	1,530	1,565
Waikato Hospital Board	1st year	1,340	1,375
	2nd year	1,415	1,450
	3rd year	1,485	1,520
Northland Hospital Board	1st year	1,240	1,275
	2nd year	1,285	1,320
	3rd year	1,345	1,380
Pharmacist-in-charge with over four assistants	1st year	1,170	1,205
	2nd year	1,205	1,240
	3rd year	1,240	1,275
Pharmacist-in-charge with up to four assistants	1st year	1,105	1,140
	2nd year	1,140	1,175
	3rd year	1,170	1,205
Senior assistant pharmacist where over four assistants are employed	1st year	1,025	1,060
	2nd year	1,060	1,095
	3rd year	1,100	1,135
For the purpose of the preceding paragraphs of this clause apprentices shall be deemed to be assistants.			
Qualified pharmacists	1st year	900	930
	2nd year	945	970
	3rd year	980	1,015
	4th year	1,025	1,060
Unqualified assistants	1st year	751	775
	2nd year	785	810
	3rd year	819	850
	4th year	860	890
Pharmacy assistants (non-technical):			
Commencing rate at age 15			330
Commencing rate at age 16			365
Commencing rate at age 17			390
Commencing rate at age 18			415
Commencing rate at age 19			440
Commencing rate at age 20			460
Commencing rate at age 21			495
Thereafter			540
			570

The commencing rate for qualified pharmacists, unqualified assistants and pharmacy assistants (non-technical) shall be determined by the board, taking into consideration the age, qualifications and previous experience of the appointee.

Pharmacists employed on other duties which do not come within the scope of this agreement shall be paid such rate as is agreed upon between the board and the union concerned. Any worker who is in receipt of a higher rate than those provided in this agreement shall not have his salary reduced.

In all cases of promotion the salary on promotion shall be the minimum of the new scale or the point in the new scale next above the existing salary if that is higher than the minimum.

Part-time Workers

5. A part-time worker shall be paid that proportion of the salary payable in respect of full-time employment in the position occupied that the number of hours worked during the week bears to 40, such rate to be increased by 20 per cent if the hours worked per week are 10 or less and by 10 per cent if the hours worked per week are more than 10 but not more than 30.

Casual Workers

Rate per Hour
From 1/4/62
s. d.

- | | | |
|--|----|---|
| 6. (a) The rate of remuneration for casual <i>qualified</i> pharmacists employed between the hours of 8 a.m. and 5 p.m., Monday to Friday, and between 8 a.m. and noon on Saturdays shall be | 9 | 3 |
| Outside these hours and on Saturdays after noon and on Sundays and holidays the rate shall be | 18 | 6 |
| (b) The rate of remuneration for casual <i>unqualified</i> assistants employed between the hours of 8 a.m. and 5 p.m., Monday to Friday, and between 8 a.m. and noon on Saturdays shall be | 8 | 9 |
| Outside these hours and on Saturdays after noon and on Sundays and holidays the rate shall be | 17 | 6 |

Relieving Pharmacists

7. Relieving pharmacists shall be paid all travelling expenses and where required to live away from their usual place of abode shall be paid an accommodation allowance of £4 10s. per week or in lieu of such payment suitable accommodation may be provided.

"On Call Duty"

8. Any worker who is required to remain "on call" at his residence or be in touch with the institution where he is employed on a Saturday afternoon, Sunday or public holiday, shall be paid as follows:

- (i) If for four hours or less, 11s. 6d. extra for each call period.
- (ii) If for over four hours and up to eight hours, 23s. extra for each call period.
- (iii) If called back to the institution to work, all such work shall be paid for at double time rates in addition to the extra rate provided for in paragraphs (i) and (ii) above.
- (iv) Any worker not "on call" as aforesaid, on being requested to return to the pharmacy for duty, shall be paid the rate prescribed herein for time reasonably occupied in travelling to and from the pharmacy for such duty.

Apprentices—Terms of Apprenticeship

9. (a) If any employer takes an apprentice, articles of apprenticeship as required by the Pharmacy Act 1939, shall be entered into, and in addition to such provisions as may be mutually agreed upon and not inconsistent with the provisions hereinafter set forth, shall contain the following provisions:

(b) In respect of those apprentices who commenced their apprenticeship prior to 1 May 1959, the period of apprenticeship shall be four years.

(c) The minimum salaries payable to apprentices shall be:

	Rate From 1/10/61 £
(i) 1st year	495
2nd year	555
3rd year	620
4th year	725

(ii) In the case of apprentices who have passed the qualifying examination of the School of Pharmacy, Petone, the minimum salaries payable shall be:

	£
1st year	620
2nd year	725

(iii) The conditions of apprenticeship for apprentices provided for in the preceding sub-clause shall be in accordance with regulations made under the Pharmacy Act 1939.

(d) Should the employer at any time before the termination of the apprenticeship wish for any reason to dispense with the services of the apprentice he shall endorse his articles as to the time served, and, if the apprentice requires it, procure him another employer carrying on business within a reasonable distance of the original employer's place of business, who will continue to teach the apprentice, to pay him the wages prescribed by this agreement according to the total length of time he has served, and generally to perform the obligation of the original employer. Provided that it shall not be necessary for an employer to find the apprentice another employer if he so misconducts himself as to entitle the employer to discharge him. Provided, also that in no case shall any employer be entitled to finally discharge an apprentice without the prior consent in writing of the Pharmacy Board.

(e) An employer shall not be deemed to discharge his duty towards his apprentice if he fails to keep him at work owing to slackness of work, but such slackness may form a proper ground for transferring him to an employer willing to undertake the responsibility of teaching him.

(f) An employer taking an apprentice shall give notice thereof and of the name of the apprentice to the Inspector of Awards within one week after the expiration of the period of probation, and an employer transferring an apprentice shall similarly within one week thereof give notice of such transfer to such inspector.

(g) When the apprentice is discharged for any cause the employer shall send notice of the discharge and of the cause thereof to the Inspector of Awards, who shall notify the secretary of the union.

(h) All time lost by an apprentice through his own default or through sickness in any year of his apprenticeship shall be made up before such apprentice shall be considered as having entered upon the next succeeding year of his apprenticeship, or if such time is lost in the fourth year of his apprenticeship such time shall be made up before the apprenticeship shall be deemed to be completed.

(i) An employer shall not be bound to pay an apprentice for time lost through the default of the apprentice or by his voluntary absence from work without the consent of the employer.

(j) All apprentices shall be allowed, without deduction from pay, one half-day (of four hours) off per week during working hours, to attend classes at the Pharmacy College or such other university, college or school as is approved by the Pharmacy Board.

(k) All examination fees shall be paid by the employer, and the employer shall supply every apprentice with all text books necessary as shall be approved by the Pharmacy Board.

(l) Notwithstanding anything contained in the regulations made under the Minimum Wage Act 1945, no apprentice upon attaining the age of 21 years shall be paid less than the rate prescribed by that Act for male workers whether such apprentice be male or female.

(m) The proportion of apprentices shall be as set out in subclause (b) of clause 12 of this agreement.

(n) All other provisions of this agreement which are not in conflict with the provisions hereof relating to apprentices shall apply to apprentices.

(o) All existing articles of apprenticeship in force at the time of the coming into operation of this agreement shall be read subject to this agreement and shall be deemed to be modified accordingly.

Performing Higher Duties

10. A worker who is required for a period of not less than one month at a time to perform the duties of a worker for which a higher rate is prescribed than the rate he is being paid, shall be paid such additional rate during the time or times he performs such duties.

Terms of Employment

11. (a) Except in the case of casuals the employment shall be deemed to be weekly employment and no deduction shall be made from the weekly salary except for time lost through sickness or default of the worker.

(b) Salaries shall be paid in cash at weekly or fortnightly intervals.

(c) Not less than 28 days' notice shall be given by either party to terminate an engagement, except in the case of casual hands or in the case of dismissal for serious misconduct. The period of notice in either case shall be exclusive of the whole or any part of the annual holiday required to be given in pursuance of this agreement.

(d) In the case of a chief pharmacist or a pharmacist-in-charge, not less than three months' notice shall be given by either party to terminate the engagement, except in the case of dismissal for serious misconduct. The period of notice in either case shall be exclusive of the whole or any part of the annual holiday required to be given in pursuance of this agreement.

Proportion

12. (a) The proportion of unqualified pharmacists shall be not more than one to each qualified pharmacist.

(b) The number of apprentices employed in any hospital pharmaceutical department shall not exceed one apprentice to the first qualified pharmacist employed in a hospital pharmaceutical department and thereafter one additional apprentice to every two qualified pharmacists so employed: Provided that apprentices with less than 12 months to serve under articles of apprenticeship may be excluded from the above computation.

Holidays

13. (a) The following shall be the recognised holidays: New Year's Day, the day following New Year's Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, and Anniversary Day or one other day in lieu thereof to be agreed upon between the employer and the union.

(b) Should any of the above holidays, other than Anzac Day, fall on a Saturday or Sunday, then for the purpose of this agreement such holiday shall be observed on the following Monday. Should the said Monday be a holiday under this agreement, then such holiday shall be observed on the following Tuesday.

(c) An annual holiday of three weeks on full pay shall be granted to each worker under this agreement on completion of each year of service, such annual holiday to be exclusive of holidays provided for in subclause (a) of this clause.

(d) Any worker not completing the full qualifying period in any year of service shall be granted pay in lieu of holidays in the same proportion according to the length of service.

(e) The qualifying period of service shall mean continuous service with the board during the previous 12 months.

(f) Wages for the period of annual holidays shall be paid before the worker leaves for his holiday.

Sick Leave

14. Every employee after six months' continuous service shall be entitled to sick leave with pay up to two working weeks or to 10 working days in any one year, such sick leave to be made cumulative to meet the contingency of prolonged and serious illness. Provided that such sick leave with full pay shall not be payable in respect of absences in excess of three consecutive days without production of a satisfactory medical certificate.

Overtime

15. (a) All time worked in any one day in excess of the ordinary hours prescribed in clause 3 shall be paid for at the rate of time and a half for the first three hours and thereafter at double time rates.

(b) Any work done on Saturday afternoons or Sundays or on any of the holidays named in clause 14 (a), or on any of the days observed in lieu thereof shall be paid for at double rates in addition to the ordinary weekly wage, with a minimum payment for not less than three hours.

(c) For the purpose of calculating overtime, any overtime under half an hour shall count as half an hour, and if over half an hour but under one hour, as one hour worked. A worker who is called upon to work overtime shall be paid 5s. tea-money or be provided with a substantial meal.

(d) No employee in receipt of a salary of £1,275 per annum from 1 October 1961 and of £1,305 per annum from 1 April 1962 or over shall be entitled to payment for overtime worked in the circumstances specified in clause (a) hereof, and payment for such overtime in respect of any year plus the salary for that year shall not exceed £1,275 from 1 October 1961 and £1,305 from 1 April 1962.

(e) No employee in receipt of a salary of £1,370 per annum as from 1 April 1960 or £1,420 per annum from 1 April 1961 or £1,450 per annum from 1 October 1961 and £1,485 per annum from 1 April 1962 or over shall be entitled to payment for overtime worked in the circumstances specified in clause (b) thereof, and payment for such overtime in respect of any year plus the salary for that year shall not exceed £1,370 from 1 April 1960 or £1,420 from 1 April 1961, or £1,450 from 1 October 1961 and £1,485 from 1 April 1962.

Overalls

16. Employers shall provide each worker with white coats or uniforms, and shall launder the same free of charge.

Wages and Time Book

17. (a) The employing authority shall at all times keep in the prescribed form or in such other form as may be approved by the Inspector of Awards a record in English (called the Wages and Time Book) showing in the case of each worker:

- (i) The name of the worker, together with his age if under 21 years of age.
- (ii) The kind of work on which he is usually employed.
- (iii) The hours during which he has actually been employed on each day, showing the starting and finishing time.
- (iv) Wages paid on each pay-day, and the date thereof.
- (v) Such other particulars as are prescribed by regulations.

(b) The entry of the particulars hereinbefore referred to, or a memorandum in writing containing such particulars, shall be signed by the worker at the time of payment of his wages, and such signature shall operate as a receipt for such payment.

(c) The wages and time book in use for the time being, and any such book used within the preceding five years shall at all times be open to the inspection of an Inspector of Awards.

(d) Every worker who fails to sign the record so provided in this clause or who wilfully signs an incorrect record is liable to a fine not exceeding £5.

(e) An Inspector of Awards may at any time require the employing authority to verify the entries to the wages and time book in such form as may be prescribed.

Reference

18. (a) Each worker on leaving or being discharged from his employment shall, on application, be given within 24 hours thereafter a reference in writing stating the position held and length of service.

(b) Original references shall remain the property of the worker and shall be returned within 48 hours after engagement.

Right of Entry

19. The secretary or other recognised representative of the union of workers shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter during working hours upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

Notification

20. Employers shall, on request, but not more than once in three months, supply to the secretary of the union a list of names of all workers.

Unqualified Preference

21. (a) Any adult person engaged or employed in any position or employment subject to this agreement by the employer shall, if he is not already a member of the union, become a member of the union within 14 days after his engagement, or after this clause comes into force; as the case may require.

(b) Subject to sub-clause (a) hereof, every adult person so engaged or employed shall remain a member of the union so long as he continues in any position or employment subject to this agreement.

(c) Every worker obliged under sub-clause (a) hereof to become a member of the union who fails to become a member as required by that sub-clause, after being requested to do so by any officer or authorised representative of the union, and every worker who fails to remain a member of the union in accordance with sub-clause (b) hereof, commits a breach.

(d) The employer bound by this agreement commits a breach of this agreement if he continues to employ any worker to whom sub-clauses (a) and (b) apply, after having been advised 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 purpose of sub-clause (a) "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 agreement.

Increases in Rates of Remuneration

22. The rates herein incorporated shall be subject to any general order of the Court of Arbitration. This means that the above rates will be increased by 2½ per cent as from 26 July 1962.

Term of Agreement

23. This agreement as far as wages are concerned shall come into force as from 1 October 1961, and as far as other provisions are concerned from 1 April 1962, and shall continue in force until the 31st day of March 1964.

Signed on behalf of: The Auckland Retail Chemists' Assistants and Related Trades Industrial Union of Workers:

L. PURCELL, Secretary.
J. N. MUNRO, Assessor.

Signed on behalf of the Auckland, Northland, Tauranga, Thames and Waikato Hospital Boards:

H. H. BUSWELL, Auckland Hospital Board.
L. H. CORKERY, Auckland Hospital Board.
