

**COOK HOSPITAL BOARD CLERICAL AND OTHER OFFICERS—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 26th day of March 1962, between the Cook 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:

*Scope of Agreement*

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

- (a) Secretary.
- (b) Part-time employees if they work less than 50 per cent of the hours normally worked by workers covered by this agreement.

*Definitions*

2. "Clerical Workers" are employees who are principally engaged in writing, typing, operating mechanical machines, or any other form of office work, including Assistant Secretary, Accountant, House Manager, Welfare Officer and Telephone Annunciators.

"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.

*Rates and Conditions of Pay*

3. (a) Except where otherwise specified, the minimum salaries payable to all male officers shall be in accordance with the following scale:

<i>Grade I:</i>	Per Annum £
First year .. .. .	376
*Second year .. .. .	424
†Third year .. .. .	473
Fourth year .. .. .	544
Fifth year .. .. .	618
Sixth year .. .. .	686
Seventh year .. .. .	746
Eighth year .. .. .	810
Ninth year .. .. .	836
Tenth year .. .. .	861
Eleventh year .. .. .	892
Twelfth year .. .. .	923
Thirteenth year .. .. .	948
Fourteenth year .. .. .	973

\*Applicant with School Certificate commences at this salary.

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

In the event of either of the above examinations being obtained after the commencement of service, the appropriate rate as prescribed above shall be paid. Payment of this rate to be made from the 1st day of the month following the month in which he or she sat and passed the examination. The next salary increment to take place on the original commencing date.

Store-keeper clerks whose normal hours of work shall be 40 per week from Monday to Friday shall not proceed beyond the twelfth year rate of salary.

For the purposes of the above scale, the difference between the respective amounts shall be deemed to be annual increments.

The employer may engage a worker at any stated scale amount being not less than the amount to which the worker is entitled, provided that such commencing rate shall be increased by the increments for subsequent service, as set out herein.

(b) *Grade II (Male Officers) - Maximum salary per annum £1,053.*

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 £1,053 per annum and increments of not less than £25 in any one year shall be entirely at the discretion of the Board.

(c) Notwithstanding anything elsewhere contained in this agreement, the following provisions shall apply to the undermentioned classified positions. (Personal gradings to present occupants of positions.)

	Minimum	Maximum
	£	£
Assistant Secretary .. .. .	1,253	1,530
Accountant .. .. .	} 1,018	1,343
House Manager .. .. .		
Medical Records Officer .. .. .		
Welfare Officer .. .. .	963	1,153

(d) Salaries for female clerks and other female officers:

<i>Grade I:</i>		Per Annum
		£
First year .. .. .	.. .. .	364
*Second year .. .. .	.. .. .	418
†Third year .. .. .	.. .. .	462
Fourth year .. .. .	.. .. .	527
Fifth year .. .. .	.. .. .	576
Sixth year .. .. .	.. .. .	618
Seventh year .. .. .	.. .. .	660
Eighth year .. .. .	.. .. .	703
Ninth year .. .. .	.. .. .	719

\*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 or Endorsed School Certificate commence at this salary.

In the event of either of the above examinations being obtained after commencement of service, the appropriate rate as prescribed above shall be paid. Payment of this rate to be made from the first day of the month following the month in which she sat and passed the examination. The next salary increment to take place on the original commencing date.

For the purpose of the above scales, the difference between the respective amounts shall be deemed to be annual increments.

The employer may engage a worker at any stated scale amount being not less than the amount to which the worker is entitled, provided that such commencing rate shall be increased by the increments for subsequent service as set out herein.

(e) *Grade II (Female Officers) - Maximum salary £872.*

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. Cases for promotion shall be determined by the Board.

The maximum salary in this grade shall be £872 per annum, increments to be at the discretion of the Board.

(f) Notwithstanding anything elsewhere contained in this agreement, the following provisions shall apply to the undermentioned classified positions. (Personal gradings to present occupants of positions.)

	Minimum	Maximum
	£	£
Paymaster .. .. .	746	922
Assistant Medical Records Officer ..	679	821
Senior Confidential Shorthand-typiste ..	679	872

(g) *Lodging Allowance*

*Male:*

Without qualifications:			£
First year of service .. .. .			75
Second year of service .. .. .			65
Third year of service .. .. .			35
With School Certificate only:			
First year of service .. .. .			65
Second year of service .. .. .			35
With University Entrance or Endorsed School Certificate:			
First year of Service .. .. .			35

*Female:*

Without qualifications:			
First year of service .. .. .			75
Second year of service .. .. .			65
Third year of service .. .. .			35
With Junior Government Shorthand-typing or School Certificate:			
First year of service .. .. .			65
Second year of service .. .. .			35
With Senior Government Shorthand-typing or University Entrance:			
First year of service .. .. .			35

(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 agreement shall be counted as if it were experience in employment covered by this agreement.

(i) All salaries shall be reviewed annually and in cases of promotion from a lower to a higher position the salary of the officer promoted shall be increased to that of the previous holder of the position by one or more steps.

(j) Should any question or dispute arise in connection with grading, the matter shall be dealt with in accordance with the provisions of clause 15.

(k) An officer who substantially acts as a cashier or pay clerk shall be paid 11s. 6d. per week as a cashier's risk allowance.

(l) An officer employed substantially on ledger posting machines or analysis machines (other than adding machines) shall be paid 11s. 6d. per week in addition to the rate to which he or she is entitled.

(m) Subject to clause 8, no deduction (other than for superannuation or 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 agreement now in receipt of a higher salary shall have his or her salary reduced by virtue of the coming into force of this agreement.

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

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

(q) *Bonuses for Qualifications*—An officer who obtains any of the following qualifications during the currency of this agreement shall be rewarded by additional annual payments as follows:

B.Com.

Law Professional

Chartered Institute of Secretaries

N.Z. Institute of Secretaries

N.Z. Hospital Officers Association

Accountancy Professional

L.L.B.

	£	s.	d.
First three subjects .. .. .	11	0	0
Six or more subjects .. .. .	23	0	0
On completion .. .. .	34	10	0

The bonus shall be payable from the first day of the month following the month during which the employee sat and passed the examination.

An officer who at the date of this agreement has already obtained a full or partial pass in one of the foregoing examinations and has not received extra payment shall become entitled to the benefit of this clause as from the date upon which the agreement is made.

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

The maximum bonus payment for all qualifications will not exceed £34 10s.

(r) *Part-time Workers:*

- (i) Where the employer does not regularly require the services of a worker for the full period of 37½ hours per week, he shall pay such workers *pro rata* the appropriate scale of salary plus 10 per cent.
- (ii) Where a worker is unable to accept full-time employment the employer shall pay *pro rata* the appropriate salary scale.
- (iii) These provisions shall not be used for the purpose of reducing the hours of work or the earnings of any worker.

#### *Conditions of Employment*

4. (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 in the Board's service suitable for appointment.

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

(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, 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 cloakroom screened off for privacy.

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

#### *Hours of Work*

5. (a) For all workers the ordinary hours of work shall not exceed 37½ per week or 7½ 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 statutory holidays 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.

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

(d) Notwithstanding the foregoing, to provide a measure of elasticity in the case of essential work, or where sub-clause (c) is 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.

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

#### *Overtime*

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.

(b) No overtime for which overtime rates are payable shall be worked by an 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 3s. 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) The payment of overtime shall not in any case exceed an amount which together with the basic or grade or classified annual salary, equals the sum of £1,093 per annum.

#### *Holidays*

7. (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.

The inquiry office staff shall be entitled to three weeks annual leave after twelve months continuous service.

Provided that an employee substantially engaged on a ledger posting or book-keeping machine shall be entitled to three weeks annual leave after twelve months continuous service.

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

(d) A worker required to work on any holiday specified under sub-clause (b) hereof, shall be entitled to time off duty or payment at overtime rates for such time worked; such time shall be taken at a later date to be mutually agreed upon.

(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 non-working days, 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.

#### *Sick Leave*

8. (a) 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.

(b) 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.

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

(d) 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.

(e) 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.

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

#### SCHEDULE

<i>Length of Service</i>	<i>Total Period of Sick Leave with Full Pay During Whole Length of Service</i>
Up to 3 months .. ..	.. 7 days.
Over 3 months and up to 6 months .. ..	.. 14 days, inclusive of days previously allowed.
Over 6 months and up to 9 months .. ..	.. 31 days, inclusive of days previously allowed.
Over 9 months and up to 5 years .. ..	.. 46 days, inclusive of days previously allowed.
Over 5 years and up to 10 years .. ..	.. 92 days, inclusive of days previously allowed.
Over 10 years and up to 20 years .. ..	.. 183 days, inclusive of days previously allowed.
Over 20 years and up to 30 years .. ..	.. 275 days, inclusive of days previously allowed.
Over 30 years .. ..	.. 365 days, inclusive of days previously allowed.

#### *Transport and Travelling Expenses*

9. (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 3s. for each week during which they are required to use their own bicycle in the performance of their duties.

*Rest Period*

10. An interval not exceeding 10 minutes shall be allowed each morning and afternoon.

*Officers Performing Higher Grade Duties*

11. 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.

*Workers to be Members of Union*

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

B. Subject to subclause A hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this agreement so long as he continues in any position or employment subject to this agreement.

C. Every worker obliged under subclause A hereof to become a member of a union who fails to become a member, as required by that sub clause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with subclause B hereof commits a breach of this agreement.

D. Every employer bound by this agreement commits a breach of this agreement if he continues to employ any worker to whom clause A and B apply after having been notified 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.

*Under-rate Workers.*

13. Court's clause

*Termination of Employment*

14. 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.

*Matters Not Provided For*

15. 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 Cook Hospital Board 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 14 days after such decision has been made known to the party desirous of appealing.

*Effective Operation of Award*

16. (a) The secretary or other authorised 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 employer shall, at all times keep a time and wages book showing in the case of each employee:

1. The name of the officer, together with his age if under 21 years.
2. The kind of work on which he is usually employed.
3. The hours worked each day.
4. The wages paid on each pay-day and the date thereof, and
5. Such other particulars as are prescribed by regulations.

(c) Employers bound by this agreement, shall upon request by the union supply a list of their officers (18 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.

*Increases in Rates of Remuneration*

17. (a) The rates of remuneration determined by this agreement with the exception of clauses 3 (k) and 3 (l) include the General Order of the Court made under the Economic Stabilisation Regulations 1953, and dated the 12th day of October 1959, and are NOT to be increased thereby.

*Term of Agreement*

This agreement, shall come into force on the 1st day of April 1962, and shall continue in force until the 31st day of March 1963.

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 18th day of April 1962.

[L.S.]

J. W. MADDEN, President.  
J. B. DAVY, Secretary.

The common seal of the Cook 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 26th March 1962, in the presence of—

[L.S.]

J. B. WILLIAMS, Chairman.  
J. B. GARDNER, Member.  
P. J. BETTERIDGE, Secretary.