

NEW ZEALAND HOSPITAL BOARDS' PHARMACISTS—AWARD

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

In the Court of Arbitration of New Zealand, Northern, Taranaki, Wellington, Marlborough, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the under-mentioned union (hereinafter called “the employers”)—

New Zealand Hospital Boards Industrial Union of Employers, D.I.C. Buildings, Lambton Quay, Wellington.

and the—

New Zealand Federated Shop Assistants Industrial Association of Workers, Trades Hall, 126 Vivian Street, Wellington.

Auckland Retail Chemists' Assistants and Related Trades Industrial Union of Workers, 46 Vulcan Building, Vulcan Lane, Auckland.

Taranaki Amalgamated Society of Shop Assistants and Related Trades Industrial Union of Workers, 62A Devon Street, New Plymouth.

(hereinafter called “the union”).

THE Court of Arbitration of New Zealand (hereinafter called “the Court”), having taken into consideration the terms of settlement arrived at in the above-mentioned dispute and forwarded directly to the Court pursuant to the provisions of section 130 of the Industrial Conciliation and Arbitration Act 1954, doth hereby order and award:

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the Schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award 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 award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the Schedule hereto shall constitute a breach

of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as hereinafter provided and shall continue in force until the 31st day of October 1965 and thereafter as provided by section 152 of the Industrial Conciliation and Arbitration Act 1954.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 3rd day of June 1964.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Application of Award

1. (a) This award shall apply to workers employed as pharmacists by hospital boards.

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

(c) Nothing in this award 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 an 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 "casual worker" is a worker employed for a period of less than three consecutive weeks.

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

(i) 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.

(j) An "extra mural pharmacy student" is a person who has sat, but not completed, the Pharmacy Professional Examination Stage II and is thus not eligible for engagement as an apprentice.

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 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 purposes 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 holidays.

Salaries

4. *Chief Pharmacist*: One or portion of one of the following scales as determined by the hospital board concerned:

- (a) £1,490-1,560-1,655 per annum
- (b) £1,445-1,510-1,555 per annum
- (c) £1,335-1,405-1,445 per annum
- (d) £1,300-1,355-1,390 per annum

The intention of this grading scale is to permit a hospital board to appoint a chief pharmacist as defined in subclause (a) of clause 2 within any one of the scales according to the qualifications, experience, and ability of the officer, as well as to the nature and relative importance of the professional duties and responsibilities of the position, provided that—

- (i) No appointment shall be made in scale (a) unless the chief pharmacist supervises the pharmaceutical department of two or more hospitals of over 200 established beds.
- (ii) No appointment shall be made under scale (b) unless the chief pharmacist supervises the pharmaceutical departments of one hospital with over 200 established beds and one hospital of over 100 established beds, or supervises the pharmaceutical requirements of one or more hospitals with a total of over 500 established beds.

<i>Pharmacists-in-charge</i> with over four assistants:	Per Annum
	£
First year	1,285
Second year	1,320
Third year and thereafter	1,355

<i>Pharmacists-in-charge</i> with up to four assistants:	
First year	1,220
Second year	1,255
Third year and thereafter	1,285

A pharmacist-in-charge may be paid a salary exceeding the maximum rates provided herein for pharmacists-in-charge, but in no case exceeding £1,445 per annum where in the opinion of the board some advancement is justified on the basis of merit, proficiency, service, responsibility, and the duties performed.

<i>Senior Assistant Pharmacists</i> where over four assistants are employed:		Per Annum £
First year	.....	1,125
Second year	.....	1,160
Third year and thereafter	.....	1,205

For the purpose of the preceding paragraphs of this clause apprentices shall be deemed to be assistants.

<i>Qualified Pharmacists:</i>		Per Annum £
First year	.....	1,035
Second year	.....	1,080
Third year and thereafter	.....	1,125

<i>Unqualified Assistants:</i>		
First year	.....	830
Second year	.....	865
Third year	.....	905
Thereafter	.....	945
<i>Extra Mural Pharmacy Students</i>	.....	600

Pharmacists employed on other duties which do not come within the scope of this award 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 award shall not have his wages 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 according to classification that proportion of the salary payable in respect of full-time employment 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

6. (a) For casual qualified pharmacists the rate of remuneration shall be 10s. per hour between the hours of 8 a.m. and 5 p.m., Monday to Friday, and between 8 a.m. and noon on Saturdays; outside these hours and on Saturday afternoon and on Sundays and holidays, £1 per hour shall be paid.

(b) For casual unqualified assistants the rate of remuneration shall be 8s. 9d. per hour between the hours of 8 a.m. and 5 p.m., Monday to Friday, and between 8 a.m. and noon on Saturdays; outside these hours and on Saturday afternoon and on Sundays and holidays, 16s. 3d. per hour shall be paid.

Relieving Pharmacists

7. Relieving pharmacists shall be paid all travelling expenses, and where required to live away from their usual place of abode suitable accommodation shall 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, £1 3s. 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) of this clause.
- (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) (i) The minimum salary payable to apprentices who have passed the Pharmacy Professional Examination Stage II shall be:

				Per Annum
				£
First year	.....	.....	.....	660
Second year	.....	.....	.....	770

(ii) The minimum salary payable to apprentices who possess the degree of Bachelor of Pharmacy shall be £770 per annum.

(c) 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 award 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.

(d) 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.

(e) 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 transferring to such inspector.

(f) 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.

(g) 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 final year of his apprenticeship such time shall be made up before the apprenticeship shall be deemed to be completed.

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

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

(j) All holidays provided for in this award which are taken by an apprentice shall be deemed to be time served under his articles of apprenticeship, reckoning eight hours for any one day. Time worked on such holidays shall be added to time deemed to have been served.

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

(l) All existing articles of apprenticeship in force at the time of the coming into operation of this award shall be read subject to this award 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 award.

(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 award.

Proportion

12. (a) The proportion of unqualified assistants 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 six months to serve under the 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 one of the above holidays, other than Anzac Day, fall on a Saturday or Sunday, then for the purpose of this award such holiday shall be observed on the following Monday. Should the said Monday be a holiday under this award, 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 award 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 contingency of prolonged and serious illness: Provided that such sickness leave with full pay shall not be payable in respect of absence 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 Sunday or on any of the holidays named in subclause (a) of clause 13, 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: Provided, however, that in lieu of payment the employer with the worker's approval may grant time off within the following six months at the rate of two hours for each hour worked with a minimum allowance of three hours for each such day worked.

(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. 3d. tea money or to be provided with a substantial meal.

(d) Payment for overtime worked in the circumstances specified in subclause (a) of this clause in respect of any year ending on 31 March, plus the salary for that year, shall not exceed £1,390: Provided that any employee in receipt of a salary of £1,390 per annum or over shall not be entitled to payment for overtime.

(e) Payment for overtime worked in the circumstances specified in subclause (b) of this clause in respect of any year ending on 31 March, plus the salary for that year, shall not exceed £1,570: Provided that any employee in receipt of a salary of £1,570 per annum or over shall not be entitled to payment for overtime.

Uniforms

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 names 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 two 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 willfully 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 often 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 award by any employer bound by this award shall, if he is not already a member of a union of workers bound by this award, 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 award so long as he continues in any position or employment subject to this award.

(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 subclause, 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 award.

(d) Every employer bound by this award commits a breach of this award if he continues to employ any worker to whom subclauses (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.

(e) For the purposes of this clause "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 award.

(NOTE—Attention is drawn to section 174H of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.)

Scope of Award

22. This award shall operate throughout the Northern, Taranaki, Wellington, Marlborough, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts: Provided that nothing in this award shall apply to the Northland, Auckland, Waikato, Thames, or Tauranga Hospital Boards.

Term of Award

23. This award, in so far as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the first day of the pay week in each establishment commencing on or after the 1st day of May 1964, and so far as all other provisions of the award are concerned, it shall come into force on the day of the date hereof; and this award shall continue in force until the 31st day of October 1965.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 3rd day of June 1964.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award, including the operative date of provisions relating to wages, incorporates the terms of settlement arrived at by the parties in the course of an inquiry held before a Council of Conciliation.

Upon being satisfied by supporting documentary evidence that an unqualified preference provision has been agreed to by all the assessors in accordance with section 174B of the Industrial Conciliation and Arbitration Act 1954 (as enacted by the Industrial Conciliation and Arbitration Amendment Act 1961), the Court has inserted clause 21 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. TYNDALL, Judge.