

WAIKATO HOSPITAL BOARD CLERICAL AND OTHER OFFICERS—INDUSTRIAL AGREEMENT

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 18th day of November between the Waikato Hospital Board (hereinafter referred to as "the board" or "the employer") of the one part and the Auckland Provincial District Local Authorities' Officers' Industrial Union of Workers (hereinafter referred to as "the union") of the other part, whereby it is mutually agreed by and between the said parties as set out in the following Schedule:

SCHEDULE

Scope of Agreement

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

- (a) Secretary, Treasurer, Assistant 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 workers who are principally engaged in administrative duties, writing, typing, operating mechanical machines or any other form of office work, and include house managers, transport officer, telephone annunciators, storemen-clerks, linenkeepers, purchasing officers and clerk technicians.

"Typists" are workers who are engaged in typing, operating mechanical machines, and/or shorthand and who may, in addition, perform any other form of office work.

"Clerk technicians" refers to electrocardiograph technicians and acoustic technicians.

"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) The following shall be the minimum salaries payable to all male employees specified in the following classes:

					Rate from 1 August 1963
					£
<i>Class I:</i>	1st year	..	..	..	397
	2nd year	..	..	..	458
SC	3rd year	..	..	..	512
UE	4th year	..	..	..	576
	5th year	..	..	..	647
	6th year	..	..	..	725
	7th year	..	..	..	785
	8th year	..	..	..	857
	9th year	..	..	..	896
	10th year	..	..	..	916
	11th year	..	..	..	957
	12th year	..	..	..	993
	13th year	..	..	..	1,019
	14th year	..	..	..	1,035

SC Possessors of School Certificate commence on this scale.

UE Possessors of University Entrance Examination or endorsed School Certificate commence on this scale.

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

Exemptions—It is provided, however, that the salary of male telephone operators and enquiry office clerks shall not proceed beyond that shown for the twelfth year of service, viz £993 and that the salary of mail room attendants shall not proceed beyond that shown for the tenth year of service, viz £916.

After a minimum of nine years' experience, the salary of a male worker may be increased to £1,065 per annum if, in the opinion of the board, some advancement beyond the steps specified in Class I is justified by the responsibilities undertaken.

(b) An officer may be promoted to Class 2, if in the opinion of the board some advancement beyond the specified steps of Class I scale is justified on the basis of merit, proficiency, service, responsibility and the nature of the duties performed.

Each year the board shall review the salaries of all officers in this class.

	Rate from 1 August 1963	
	Minimum	Maximum
	£	£
<i>Class 2</i>	1,065	1,755

(c) The following shall be the minimum salaries payable to all female employees specified in the following classes:

	Rate from 1 August 1963	
	Minimum	Maximum
	£	£
<i>Class I:</i> 1st year	388	
2nd year	451	
*3rd year	512	
†4th year	564	
5th year	615	
6th year	692	
7th year	743	
8th year	795	
9th year	851	

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

†Entrants with Senior Government Shorthand Typing or Typing Examination or University Entrance Examination or Endorsed School Certificate commence at this salary.

After a minimum of nine years' experience, the salary of a worker may be increased to £905 per annum if, in the opinion of the board, some advancement beyond the steps specified in Class I is justified by the responsibilities undertaken.

An officer may be promoted to Class 2 if, in the opinion of the Board, some advancement beyond the specified steps of Class I scale is justified on the basis of merit, proficiency, service, responsibility, and the nature of the duties performed.

Each year the board shall review the salaries of all officers in this class.

	Rate from 1 August 1963	
	Minimum	Maximum
	£	£
<i>Class 2</i>	905	1,080

(d) *Lodging Allowance*—If reasonably required by his or her circumstances to live away from home, lodging allowance in accordance with the following scale will be paid:

	Annual Salary not Exceeding	Rate of Lodging Allowance per Annum	
		£	£
From 1 August 1963	388	67	
	451	41	

(e) For the purpose of qualifications under the foregoing classes, experience in any employment of a similar character to that covered by this agreement shall be counted as if it were experience in employment covered by this agreement.

(f) A worker substantially employed on ledger-posting machines or bookkeeping machines shall be paid 11s. 6d. per week in addition to the rate which he or she is entitled to under his or her classification.

A worker employed on ledger posting machines or bookkeeping machines for from 25 per cent to 49 per cent of the working week shall be paid 5s. 9d. per week in addition to the rate which he or she is entitled to under his or her classification.

(g) A worker who substantially acts as a cashier or pay clerk shall be paid 11s. 6d. per week in addition to the rate to which such worker is entitled under clause 3.

A worker who acts as cashier or pay clerk for from 25 per cent to 49 per cent of the working week shall be paid 5s. 9d. per week in addition to the rate to which such worker is entitled under clause 3.

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

(i) The minimum wage shall be payable to all males and females on attaining the age of 21 years.

(j) Except by mutual agreement, salaries, including overtime, shall be paid at not longer than fortnightly intervals and during working hours. For the purpose of calculating the amount payable weekly in respect of annual salaries, the amount of the annual salary shall be divided by 52.

(k) *Bonus for qualifications*—A worker within Class 1 and Class 2 up to a maximum salary of £1,140, who obtains a full pass in one of the examinations mentioned hereunder, shall be entitled to payment of a bonus of £45 per annum.

On passing three or more subjects in one of the examinations set out hereunder, such aforesaid worker shall be entitled to payment of a bonus of £15 per annum.

On passing six or more subjects in one of the examinations mentioned hereunder, such aforesaid worker shall be entitled to payment of a bonus of £30 per annum: provided that the maximum payment under this subclause shall not exceed £30 per annum until such time as the complete qualification is obtained when he shall become entitled to the full allowance as prescribed in this subclause.

Payment of bonuses under this subclause shall be made from the first day of the month following the month in which he sat and passed the last paper for the examination.

A worker within the above mentioned salary scale proviso who, at the date of this agreement, has already obtained a full or partial pass in one of the under mentioned examinations and has not received extra payment shall become entitled to the benefit of this subclause as from the date upon which the agreement is made.

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

The examinations are as follows:

B. Comm.

Accountancy Professional.

LL.B.

Law Professional.

Chartered Institute of Secretaries.

Professional Examination of the N.Z. Hospital Officers Association (Inc.).

Such worker aforesaid who passes one or more subjects in one of the above examinations shall receive a grant equivalent to the entrance fees paid.

The payment of the foregoing bonuses shall apply in respect of one examination only.

(1) *Part Time Workers:*

- (i) Where the board does not regularly require the services of a worker for the full period of 40 hours a week, it shall pay such worker *pro rata* the appropriate scale of salary plus 10 per cent.
- (ii) Where a worker is unable to accept full time employment, the board shall pay *pro rata* the appropriate scale salary.
- (iii) These provisions shall not be used for the purpose of reducing the hours of work or the earnings of any worker.

(m) *Ruling Wage Rates*—The rates of remuneration provided in clause 3 of this agreement are related to the rates applying in the State Services Tribunal Orders issued as a result of ruling wage rates surveys undertaken in accordance with the State Services Act 1962, section 42; and the Court of Arbitration's General Wage Order dated from 10 September 1964 shall not apply to this agreement.

When the salary increases to restore margins in the higher salary range are applied to the Hospital Employment Regulations they shall be applied to the rates provided in this agreement, as from 1 April 1964.

The State Services Tribunal Orders arising out of the ruling rate survey to be made within three months of the Arbitration Courts Order dated from 10 September 1964 shall also be applied to the rates provided in this agreement. Also the Tribunal's Order which may follow the ruling rate survey to be carried out in February 1965 shall be applied to the rates provided in this agreement.

Regrading

4. If at any time the board shall deem it advisable to grade or regrade any class of employment or any individual position, the union shall be notified accordingly. The union may make representations regarding any such gradings and in such case the matter shall be referred to a grading committee consisting of two representatives of the board and two representatives of the union, who may make recommendations to the board.

Conditions of Employment

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

(b) Any vacant positions shall be filled where practicable by promotion of workers 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 available in the board's service suitable for appointment.

(c) 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.

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

(e) Where a clerical worker is provided with a furnished or unfurnished house or flat at the cost of the board, the value of such accommodation shall be computed in accordance with the fair rent as provided under the Tenancy Act 1955 and shall be deducted from the payment of salary made in respect of the period during which such accommodation is provided for the officer.

Hours of Work

6. (a) The ordinary hours of work shall not exceed 40 a week or eight a 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 agreement the board has been customarily observing shorter daily or weekly hours than those hereinbefore specified, the board shall continue to observe such shorter hours.

(c) (i) 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 8 hours a day on any of the seven days, provided that the total hours do not exceed 40 without payment of overtime.

(ii) Notwithstanding the provision of clause 7, 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.

(iii) Broken shifts may be worked but must be completed within 12 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.

(iv) Workers referred to in clause 6 (c) (i) 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. a night. A night shift worker for the purpose of this award, is a worker required to work after 11.30 p.m. or before 6 a.m.

Overtime

7. (a) All overtime that is instructed to be worked in excess of the weekly or daily number of hours (specified in clause 6 hereof), shall be paid for at the rate of time and a half during the first three hours and at double time thereafter.

(b) Payment of overtime, together with salary shall not exceed £1,370 per annum from 1 August 1963, but such limitation shall be adjusted in relation to the provisions of clause 3 (m) hereof by agreement between the employer and the union.

(c) No overtime for which overtime rates are payable shall be worked by any worker without the prior approval of the secretary or the treasurer.

(d) Any worker called upon to work overtime after 6 p.m. on any day of the week shall be paid 5s. meal money if that worker cannot reasonably journey to and from his home for a meal.

Holidays

8. (a) Each worker who has 12 months' continuous service with the board shall be entitled to an annual holiday of two calendar weeks, provided, however, that after five years in the board's service, workers shall be entitled annually to three calendar weeks' holiday.

For the purpose of qualification under this clause, 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 the agreement.

(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 Monday shall be observed.

(d) Where practicable, the annual holidays shall be given proximity to the Christmas or Easter holidays and the board shall give as much notice as practicable to workers 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.

Sick Leave

9. (a) Where a worker 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, a worker may, at the discretion of the 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 worker, in his own interests or those of the hospital board to be on duty.

(e) Where a worker is incapacitated by sickness or injury arising out of and in the course of his employment, the board may 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

Length of Service	Total Period of Sick Leave with Full Pay During Whole Length of Service
Up to three 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

10. (a) All authorised out-of-pocket expenses incurred by any worker in the execution of his duties shall be paid by the board.

(b) When any worker is required to be on duty before or after ordinary public means of conveyance, other than specially hired conveyance is available, he shall be either supplied with transport or his fares shall be paid by the board to enable him to proceed to or from his home. Provided that in the case of any worker who is in the employment of the board at the date of this agreement the board shall not be liable to pay for such transport and such fares any sum or sums in excess of the cost of such transport or fares to the home of such worker at the said date; and provided further that in the case of any worker engaged after the date of this agreement, the board shall not be liable at any time to pay for such transport or such fares any sum or sums in excess of the cost of transport or fares to the home of such worker at the date of his engagement in any position.

(c) Workers shall be paid an allowance of 3s. 6d. for each week during which they are required to use their own bicycles in performance of their duties.

Application

11. No person in the employment of the board who at the date of this agreement is in receipt of a higher rate of pay or other remuneration or whose hours of duty are less than herein provided, or who has been carrying out any of the duties covered by this agreement for a period of 12 months or over prior to the date of this agreement shall have his or her pay or remuneration reduced or hours increased or suffer any reduction of status on account of this agreement.

Tea Break

12. An interval, not exceeding 10 minutes, for tea on the board's premises shall be allowed each morning and afternoon.

Uniforms

13. Existing conditions as to uniforms shall continue.

Workers Performing Higher Grade Duties

14. Any worker who is instructed to perform the duties of a higher-grade worker under this agreement 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.

Unqualified Preference

15. (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 sub-clause (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 sub-clause (a) hereof to become a member of a union who fails to become a member, is 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 sub-clause (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 clauses (a) and (b) apply after having been notified by an 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 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 agreement.

Under-rate Workers

16. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such inspector or other person in so fixing such wage

shall have regard to the worker's capability, his past earnings, and such other circumstances as such inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such inspector or other person shall determine, and after the expiration of such period shall continue in force until 14 days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause; provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Termination of Employment

17. In the absence of special written agreement between the board and the worker one month's notice of resignation or dismissal shall be given by the worker or the employer, except in cases of misconduct, where a worker 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 workers vested in the board.

Matters Not Provided For

18. The essence of this agreement being that the work of the employers shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is hereby provided that if any dispute or difference shall arise between the parties bound by this agreement, or any of them, as to any matter whatsoever arising out of or connected therewith and not dealt with in this agreement, every such dispute or difference shall be referred to a committee composed of two representatives of the 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 Agreement

19. (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 occupier shall at all times keep a time and wages book showing in the case of each worker:

- (i) The name of the worker, together with his age if under 21 years.
- (ii) The kind of work in 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 agreement, shall, upon request by the union, supply a list of their workers (18 years of age and over) covered by this agreement, and the date of commencement of new workers; 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 provided such leave does not exceed 12 hours in any period of three calendar months.

Prevention of Fire and Instruction in Fire Fighting Methods

20. (a) All workers shall, to the fullest extent practicable, be instructed in fire fighting methods, and in the use of fire fighting appliances, and the location of fire escapes.

(b) All workers to the fullest extent will do all possible to ensure the safety of patients in the event of fire.

Terms of Agreement

21. This agreement shall be deemed to come into force on the 1st day of October 1964 and shall continue in force until the 31st day of March 1966.

Signed on behalf of the Waikato Hospital Board:

J. H. CHAPMAN, Secretary.

Signed on behalf of the Auckland Provincial District Local Authorities Officers' Industrial Union of Workers:

[L.S.]

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