
NORTHLAND, THAMES, TAURANGA, BAY OF PLENTY, OPOTIKI, TAUMARUNUI,
AND WAIAPU HOSPITAL BOARDS' CLERICAL AND OTHER WORKERS—
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 1st day of July 1965 between the Northland, Thames, Tauranga, Bay of Plenty, Opotiki, Taumarunui, Waiapu Hospital Boards (hereinafter referred to as "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

Application of Agreement

1. This agreement shall apply to all clerical officers described in clause 2 hereof, but such officers shall not include:

- (a) Chief or sole executive officer.
- (b) Male officers in receipt of a salary of more than £1,600 per annum (exclusive of the effect of any payment under clauses 6 and 20).
- (c) Male officers in the employ of the Northland and Tauranga Hospital Boards in receipt of more than £1,700 per annum (exclusive of the effect of any payment under clauses 6 and 20).
- (d) Female officers in receipt of a salary of more than £1,230 per annum (exclusive of the effect of any payment under clauses 6 and 20).
- (e) 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 telephone clerks and attendants, social welfare officers, storemen-clerks and linen keepers; and includes house managers and house stewards clerk-technicians and librarians.

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

“Substantially” means engaged at a particular job for more than 50 per cent of the time during any one week.

“Casual worker” means a worker employed for less than two weeks continuously.

“Part time worker” means a worker employed for a longer period than two weeks continuously, but who by arrangement is not employed for more than 25 hours per week.

Rates and Conditions of Pay

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

(a) *Administrative:*

Grade 1:	Rate per Annum £
First year	415
Second year	480
Third year	547
Fourth year	618
Fifth year	690
Sixth year	763
Seventh year	819
Eighth year	897
Ninth year	939
Tenth year	960
Eleventh year	1003
Twelfth year	1039
Thirteenth year	1064
Fourteenth year	1080

Males with School Certificate commence at second year of scale.

Males with University Entrance or Endorsed School Certificate commence at third year of scale.

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.

Grade 2 (male officers):

Maximum salary per annum – Northland and Tauranga Hospital
Boards £1,700 per annum.
Other hospital boards party to this
agreement £1,600 per annum.

Officers may be promoted to Grade 2 if in the opinion of the board some advancement beyond the specified steps of the general scale is justified on the basis of merit, proficiency, service, responsibility and the nature of the duties performed.

The commencing salary within this grade and subsequent increments if any shall be at the discretion of the board. Each year, the salaries of this Grade shall be reviewed.

(b) *General Clerical*—(1) It is provided that the salary of positions designated for the male officers enumerated below shall be in accordance with the scale in subclause (a) hereof but shall not proceed beyond that shown for the eleventh year of service, viz: £1,003 per annum.

Telephone clerks and attendants.

(2) It is provided that the salary of positions designated for male officers under the hospital boards enumerated below shall not proceed beyond that shown for the twelfth year of service, viz: £1,039 per annum.

Opotiki Hospital Board:
Male clerk-storekeeper.

Waiapu Hospital Board:
Male clerk-storekeeper.

(c) *Salaries for Female Clerks and other Female Officers:*

Grade 1:	Rate per Annum
	£
First year	415
*Second year	480
†Third year	547
Fourth year	618
Fifth year	690
Sixth year	763
Seventh year	819
Eighth year	863

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.

Grade 2 (female officers):	Per Annum
	£
Maximum salary per annum	1,230

Officers may be promoted to Grade 2 if in the opinion of the board some advancement beyond the specified steps of the general scale is justified on the basis of merit, proficiency, service, responsibility and the nature of the duties performed.

The commencing salary within this grade and subsequent increments if any shall be at the discretion of the board. Each year, the salaries of this grade shall be reviewed.

(d) *Exemptions*—It is provided that the salary for females substantially employed in the exchange and inquiry office shall not proceed beyond that shown for the seventh year of service—viz. £819 per annum.

(e) *Lodging Allowance*—Male and female officers living away from home shall be paid lodging allowance in accordance with the Public Service schedule of lodging allowance.

(f) Where an employee is provided with board and lodging or with an unfurnished house or flat at the cost of the board, the value of such board and lodging or accommodation as the case may be shall be computed at the same rate as is provided from time to time by the Hospital Employment Regulations 1963 and amendments and shall be deducted from the payments of salary made in respect of the period during which such accommodation or board and lodging is provided for the officer.

(g) For the purpose of qualifications under the foregoing scales for male and female, 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. Full time university study may be counted in full as clerical experience.

(h) For the purpose of calculating the amount payable weekly in respect of annual salaries, the amount of annual salary shall be divided by 52.

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

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

(i) An officer who is specifically designated or substantially acts as a cashier or pay clerk shall be paid 12s. per week as a cashier's risk allowance.

A worker who acts as a cashier or pay clerk for from 25 per cent to 49 per cent of the working week shall be paid 6s. per week in addition to the rate to which such worker is entitled under clause 3

(j) An officer employed substantially on ledger posting machines or analysis machines (other than adding machines) shall be paid 12s. per week in addition to the rate to which he or she is entitled.

A worker employed on ledger-posting machines or book-keeping machines for from 25 per cent to 49 per cent of the working week shall be paid 6s. per week in addition to the rate which he/she is entitled to under his/her classification.

(k) Subject to clauses 3 (f) and 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.

(l) 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.

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

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

(o) *Part Time Workers*—(1) Where the employer does not regularly require the services of a worker for the full period of 40 hours per week, he shall pay such workers *pro rata* the appropriate scale of salary plus 10 per cent.

(2) Where a worker is unable to accept full-time employment the employer shall pay *pro rata* the appropriate scale salary.

(3) These provisions shall not be used for the purposes of reducing the hours of work or the earnings of any worker.

Conditions of Employment

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

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 to be provided in a portion of the cloak-room, screened off for privacy.

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

Hours of Work

5. (a) For all workers whose ordinary hours of work immediately prior to the date of this agreement are not less than 40 per week, the ordinary hours of work shall not exceed 40 per week or eight 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) For all workers other than workers referred to in subclause (a) of this clause, the ordinary hours of work shall not exceed 37½ per week or seven and a half 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.

(c) (1) Telephone attendants or annunciators, inquiry clerks and admission clerks may be employed during any period of each 24 hours; weekly hours to be made up of five consecutive shifts each not exceeding eight hours per day on any of the seven days provided that the total hours do not exceed 40 without payment of overtime.

(2) Notwithstanding the provision of clause 6 all time worked by such workers on Saturday shall be paid for at not less than one 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 to be in addition to the usual salary.

(3) 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 5s. per week in excess of their usual salary.

(4) Workers referred to in 5 (c) (1) employed on night shift shall be paid 6s. 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. 3d. per night. A night shift worker for the purpose of this agreement is a worker required to work after 11.30 p.m. or before 6 a.m.

Overtime

6. (a) No overtime for which overtime rates are payable shall be worked by any officer without the approval of the secretary or such other officer as he may nominate for the purpose. All overtime that is so authorised in excess of the daily number of hours (specified in clause 5 hereof) shall be paid for at the rate of time-and-a-half during the first three hours and at double time thereafter.

(b) The total overtime and penal rate payments in respect of any year, plus the salary for that year shall not exceed £1,525.

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

(d) A worker shall not be required to work for more than five hours continuously without an interval for a meal.

(e) A minimum of two hours at overtime rates shall be paid for each call-back on any non working day, Sunday, Saturday, or holiday.

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

Holidays

7. (a) Each worker who has 12 months' continuous service with the same employer shall be entitled to an annual holiday of 15 working days.

(b) The undermentioned shall be paid holidays and shall not be considered as part of the annual holidays or rostered days off; New Year's Day and the next following day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, and Anniversary Day or a day in lieu thereof.

(c) A worker required to work on any holiday specified under subclause (b) hereof, shall be allowed either:

- (1) Equivalent time off added to annual leave or at a time mutually agreed upon; or
- (2) Payment for such time worked at not less than double time rates of pay in addition to his normal salary.

(d) Where any holiday, other than Anzac Day, falls on a Saturday or Sunday the next succeeding day (not being a Sunday) which is not a public holiday or observed as a substituted holiday, shall be allowed.

(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 annual holiday.

(f) 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.

(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.

(h) Leave on full pay shall be granted to officers whilst sitting papers for approved examinations listed in clause 20 (a) of this agreement.

(i) Shift workers whose ordinary day off falls on one of the specified holidays shall be allowed another working day as a holiday in lieu thereof at a time to be mutually arranged.

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 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, any other local body 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 may continue to pay his full salary during incapacity, for a period of three months, subsequent payment to be at the discretion of the board.

(f) Each period of absence on sick leave shall begin on the first working day of the officer's absence from duty and shall end on the last working day before that on which he resumes duty, and the sick leave for the period shall be reckoned in consecutive days, including Saturdays and Sundays, but excluding the days referred to in subclause 8 (e).

SCHEDULE

Length of Service	Total Period of Sick Leave With Full Pay During Whole Length of Service
Up to three months Seven days.
Over three months and up to six months	.. Fourteen days, inclusive of days previously allowed.
Over six months and up to nine months	.. Thirty one days, inclusive of days previously allowed.
Over nine months and up to five years Forty six days, inclusive of days previously allowed.
Over five years and up to 10 years Ninety two days, inclusive of days previously allowed
Over 10 years and up to 20 years One hundred and eighty three days, inclusive of days previously allowed
Over 20 years and up to 30 years Two hundred and seventy five days inclusive of days previously allowed.
Over 30 years Three hundred and sixty five days, inclusive of days previously allowed.

Bereavement Leave

9. Upon the death of an officer's husband, wife, child, father, mother, brother or sister, or in any other case where the officer is responsible for making funeral arrangements, the board may grant leave on full pay for a period not exceeding three days and if satisfied that the circumstances warrant it, a further period not exceeding two days occupied in travelling.

Transport and Travelling Expenses

10. All authorised out of pocket expenses properly incurred by any employee in the execution of his duties shall be paid by the board.

Rest Period

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

Uniforms

12. Every employee who is required by the board to wear a uniform when on duty shall be provided with same at the expense of the employer.

Officers Performing Higher Grade Duties

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

Unqualified Preference

14. (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 seven 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 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 agreement.

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

15. (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 workers' capability, his past earnings and such other circumstances as such inspector or other person shall think fit to consider after hearing such evidence and arguments 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

16. Except in the case of casuals, in the absence of special written agreement between the employer and the officer four weeks notice of resignation or dismissal shall be given by the officer or the employer, except in the case 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

17. 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 employer 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

18. (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 times the office or works and there interview any worker, but not so as to impede the work.

(b) In every establishment the employer shall at all times keep a time and wages record 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 day thereof; and
- (5) Such other particulars as are prescribed by regulations.

(c) Employers bound by this agreement shall, within 14 days, 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.

Scope of Agreement

19. This agreement shall apply only to the parties named herein.

Bonus for Qualifications

20. (a) The possession or attainment of any of the following qualifications during the currency of this agreement shall be rewarded by additional annual payments as follows:

B.Com, Accountants Professional, Law Professional:	£
First three subjects	15
Second three subjects, additional	15
On completion, additional	20
New Zealand Institute of Cost Accountants, additional	10
Chartered Institute of Secretaries	25
Professional Examination of the N.Z.H.O.A.:	
Each sectional certificate	5
On completion, additional	5

(b) With the exception of the allowance for New Zealand Institute of Cost Accountants, no employee shall be entitled to a concession for more than one examination.

(c) To qualify for the concession the employee shall be substantially engaged on work covered by the examination.

(d) An employee who is entitled to a bonus for qualifications and who is transferred to a higher grade shall not receive any less payment by reason of such transfer.

(e) The bonus shall be payable from the first day of the month following the month during which the employee sat the last paper for the examination.

Terms of Agreement

21. This agreement, in so far as it relates to rates of remuneration, shall be deemed to have come into force on the 26th day of August 1964, but are *not* to be increased by the Court's general order of 19 August 1964. In so far as all other conditions of this agreement are concerned it shall come into force on the day and date hereof; and this agreement shall continue in force until the 30th day of June 1966.

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

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

Signed on behalf of the Northland, Thames, Tauranga, Bay of Plenty, Opotiki, Taumarunui, Waipoua Hospital Boards:

A. G. WILSON, Assessor.
A. J. REGAN, Assessor.