

NORTH AND SOUTH CANTERBURY HOSPITAL BOARDS CLERICAL EMPLOYEES—  
INDUSTRIAL AGREEMENT

THIS industrial agreement is made in pursuance of the Industrial Conciliation and Arbitration Act, and its amendments, this 13th day of October 1965 between the North Canterbury Hospital Board and the South Canterbury Hospital Board (hereinafter termed "the board" or "the employer") of the one part, and the Canterbury Clerks', Cashiers' and Office Employees' Industrial Union of Workers (hereinafter termed "the union") of the other part, whereby it is mutually agreed by and between the said parties as set out in the Schedule hereunder.

SCHEDULE

*Application of Agreement*

1. This agreement shall apply to clerical workers employed in all establishments of the hospital boards named hereunder:

North Canterbury Hospital Board, Christchurch.

South Canterbury Hospital Board, Timaru.

*Definitions*

2. For the purposes of this agreement the term "clerical workers" shall comprise all workers engaged wholly or substantially at one or more of the following classes of work; writing, typing, shorthand writing, attending telephones, book-keeping, office machine operating, receiving and/or paying out cash, and any work relating to correspondence, accounts or records; and shall include collectors, inspectors, and hospital admitting clerks, or any other workers deemed by the board and the union to come within the scope of this agreement. "The board" or "the employer" shall mean any of the hospital boards mentioned in clause 1.

*Hours of Work*

3. (a) From Monday to Friday inclusive, the hours of work shall not be more than eight on any one day.

(b) The normal weekly hours of work shall be  $37\frac{1}{2}$  but notwithstanding this, time may be worked between 8 a.m. and noon on Saturday provided always that not more than 40 hours are worked at ordinary rates of pay in any one week.

(c) Notwithstanding the foregoing, telephonists employed in hospital inquiry exchanges, and any other workers who it is agreed by the board concerned and the union shall come within the scope of this clause, shall be required to work the weekly hours provided in a roster of duties to be approved from time to time by the board concerned and the union, provided that such hours do not exceed 38 per week and that shifts are not broken.

(d) In so far as the North Canterbury Hospital Board is concerned, a working week shall be deemed to commence at 8 a.m. on Monday.

*Wages*

4. The following shall be the minimum salaries payable to all employees specified in the following clauses:

(a) *Male Officers:*

					Per Annum
					£
General scale—					
First year	.....	.....	.....	.....	375
Second year	.....	.....	.....	.....	435
Third year	.....	.....	.....	.....	495
Fourth year	.....	.....	.....	.....	565
Fifth year	.....	.....	.....	.....	640
Sixth year	.....	.....	.....	.....	710
Seventh year	.....	.....	.....	.....	775
Eighth year	.....	.....	.....	.....	835
Ninth year	.....	.....	.....	.....	885
Tenth year	.....	.....	.....	.....	960
Eleventh year	.....	.....	.....	.....	1,005
Twelfth year	.....	.....	.....	.....	1,065
Thirteenth year	.....	.....	.....	.....	1,103
Fourteenth year	.....	.....	.....	.....	1,131

Males with School Certificate commence at third year of scale. Males with University Entrance commence at fourth year of scale. Males with Higher School Leaving Certificate commence at fifth year of scale; provided however that no officer shall be employed as an accountant or chief clerk at a lesser salary than the maximum of Grade 3.

(b) Lodging allowance (male employees) for first and second years if living away from home:

					Per Annum
					£ s. d.
If on first year salary of £375	.....	.....	.....	.....	56 0 0
If on second year salary of £435	.....	.....	.....	.....	35 10 0

(c) *Higher Positions for Male Staff*—Officers may be promoted to higher positions if in the opinion of the board some advancement beyond the specified steps of the general scale is justified by the responsibilities undertaken. This advancement may be made within any of the following grades:

					£
Grade 3—Maximum salary per annum	.....	.....	.....	.....	1,255
Grade 2—Maximum salary per annum	.....	.....	.....	.....	1,568
Grade 1—Maximum salary per annum	.....	.....	.....	.....	1,765
Grade Special—Maximum salary per annum	.....	.....	.....	.....	1,900

In each case the actual salary scale and increments shall be determined by the board in accordance with its scheme of classification and the personal merits of the officer; provided that the salaries of all graded positions in force at the date of commencement of this agreement shall be increased without further re-classification in accordance with a scale to be agreed upon by the employer and the union.

(d) *Salaries for Female Clerks and Other Female Officers:*

					Per Annum
					£
General scale—					
First year	.....	.....	.....	.....	375
Second year	.....	.....	.....	.....	435
Third year	.....	.....	.....	.....	495
Fourth year	.....	.....	.....	.....	565
Fifth year	.....	.....	.....	.....	640
Sixth year	.....	.....	.....	.....	710
Seventh year	.....	.....	.....	.....	775
Eighth year	.....	.....	.....	.....	835

Females with Junior Government Shorthand-Typing Examination commence at second year of scale. Females with School Certificate or Senior Government Shorthand-Typing Examination commence at third year of scale. Females with University Entrance Examination commence at fourth year of scale. Females with Higher School Leaving Certificate commence at fifth year of the scale.

Lodging allowance for first and second years if living away from home:

		Per Annum		
		£	s.	d.
If on first year salary of £375	.....	56	0	0
If on second year salary of £435	.....	35	10	0

(e) *Grade 1*

Maximum salary	.....	.....	.....	.....	1,059	0	0
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Officers may be promoted to Grade 1 if, in the opinion of the board, some advancement beyond the specific steps of the general scale is justified by the responsibilities undertaken.

The maximum salary in this grade shall be £1,059 and increments in any one year shall be entirely at the discretion of the board; provided that salaries of all graded positions in force at the date of the commencement of this agreement shall be increased without further re-classification in accordance with a scale to be agreed upon by the employer and the union.

(f) For the purposes of qualifications under the foregoing general 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.

(g) *Higher Positions (Female Officers)*—In higher positions where female officers of hospital boards are in receipt of a salary exceeding £1,059 per annum (excluding overtime) the salaries of such officers covered by this agreement shall be in accordance with the scheme of classification as approved by the respective boards.

In cases of promotion from a lower to a higher position, the salary of the officer promoted may be increased to that of the previous holder of the position by one or more steps.

All salaries shall be reviewed annually, but before increments not provided for in the scheme of classification are granted, the approval of the board shall be obtained.

(h) Should any question or dispute arise in connection with grading, the matter shall be dealt with in accordance with the provisions of clause 21.

(i) Females substantially engaged on the following machines shall be paid not less than 11s. 6d. per week in addition to the above rates:

- (i) Accounting and book-keeping machines, posting and analysis machines, if fitted with vertical and cross-adding registers.
- (ii) Calculating machines, key-driven, for which the operators must have special training, as distinct from crank-driven or rotary-type calculating machines which do not require specialised operators.
- (iii) Invoicing machines fitted with adding registers and where any part of the keyboard is electrically operated and controlled or fitted with vertical and cross-adding registers.

(j) A worker who substantially acts as a cashier or pay clerk, and not holding a graded position, shall be paid 6s. 8d. per week, in addition to the rate to which such worker is entitled under subclause (a) and (d) hereof.

(NOTE—Attention is drawn to the fact that this agreement is to be read subject to the provisions of the Minimum Wage Act 1945.)

(k) The effect of the General Order of the Court of Arbitration dated 19 August 1964 has been included in all rates of remuneration provided in this agreement.

#### *Bonus for Qualifications*

5. An officer who obtains a full pass in one of the examinations mentioned hereunder shall, on completion of the salary year in which he obtains the pass, be credited with one year's extra service. Where employment of a similar character extends beyond 14 years as in clause 4 (a), he shall thereafter be paid £55 13s. per annum above the rate prescribed for the fourteenth year of service.

An officer who obtains a full pass in one of those examinations in the fourteenth or a subsequent year of service, shall be entitled at the end of the salary year in which he passes the examination, and thereafter to payment of £55 13s. per annum above the rate prescribed for the fourteenth year of service.

An officer, who at the date of this agreement has already obtained a full pass in one of the undermentioned 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, excepting that when the officer has obtained the full pass during his current year of service, this provision shall apply as from the beginning of his next year of service after the date of making of the agreement.

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

Female officers to be credited with qualifications up to eighth year.

When an officer of a hospital board passes one of the following examinations, this paragraph shall apply:

B.Com.

Accountancy Professional.

Law Professional.

LL.B.

Chartered Institute of Secretaries.

New Zealand Hospital Officers' Association.

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

An officer who passes one or more subjects as a student of any university (where entrance fees are no longer specified separately) shall receive a grant equivalent to the entrance fees payable for the Accountancy Professional Examinations.

On each occasion on which an officer completes two subjects of any one of the listed examinations, but excluding the New Zealand Hospital Officers' Examination, he shall be entitled to a bonus payment of £16 8s. 7d. provided that no officer shall be eligible for more than one bonus payment in any one year.

On obtaining three sectional certificates of the professional section of the New Zealand Hospital Officers' Examinations an officer shall be paid £23 17s. per annum in addition to his scale rate up to and including the fourteenth year of the General Scale.

#### *Overtime*

6. (a) When overtime is required to be worked at the request of a responsible senior officer, reasonable notice shall be given to the workers, and whenever possible, the period of notice of overtime shall not be less than five hours. No overtime for which overtime rates are payable shall be worked by any employee without the approval of a responsible senior officer in charge of the particular employee.

(b) Where a worker is required to work more than eight hours per day or an aggregate of more than 40 hours per week, the excess time shall be deemed to be overtime, and shall be subject to payment at time and half rates for the first three hours and thereafter at double time, provided that no overtime rate shall be less than 4s. per hour. The hourly rate of pay shall be one fortieth part of the weekly rate of salary payable.

(c) Time worked after noon on Saturdays and on Sundays shall be paid for at double time rates, provided that in the case of the staff required to work on a regular roster of not less frequently than one Saturday per month, an extra half time in addition to the ordinary time shall be paid for ordinary hours worked on Saturdays before noon.

(d) When a worker is required to work overtime after 6 p.m. on any week day, or after 1 p.m. on Saturdays or Sundays, the employer shall pay to such worker 5s. 7d. meal money.

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

(f) The total overtime payment in respect of any year shall be restricted to an amount which, when added to the salary for that year, does not exceed £1,400.

Provided, that where an officers salary is such that the addition of overtime increases his total earnings in any one year in excess of £1,400 he may receive overtime up to a maximum of 10 per cent of his salary.

Provided further that in no case shall his total earnings when increased by overtime exceed £1,700.

#### *Terms of Employment*

7. (a) For workers other than casuals or part-time workers, the employment shall be deemed to be a fortnightly one, and a fortnight's notice shall be given by either side; but this shall not prevent any board from summarily dismissing any worker for wilful misconduct or other just cause.

(b) All wages shall be paid fortnightly within working hours and not later than Thursday of the second week, except that at the North Canterbury Hospital Board wages may be paid either weekly or monthly at the request of the worker. Payment of wages at other than the times stated shall be by special arrangement between the board concerned and the secretary of the union.

(c) A rateable deduction from the wages of any worker may be made for time lost through sickness, accident, or default, but this shall not be taken to nullify the existing custom of the board concerned regarding sick-leave, nor the provisions of clause 13 unless the circumstances of any particular case justify some departure from this custom.

(d) Any employee who is instructed to perform temporarily the duties of a higher grade employee shall, if he occupies the higher 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 such higher grade duty, at the rate not less than the minimum salary paid for the higher position.

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

### *Casual and Part-time Workers*

8. (a) A worker engaged for less than two weeks shall be termed a casual and such worker shall be paid *pro rata* for the time worked, at a rate of 20 per cent more than the appropriate rate set out in clause 4. The *pro rata* rate payable shall be calculated on an hourly basis computed on the weekly wage, divided by 40.

Workers who enter into contracts of service to work regularly on a part-time basis, shall be deemed to be casual workers provided that a worker requesting part-time work for her own purposes when full-time work is available shall not be eligible for the penal rate, such appointments to be approved by the union.

(b) Notwithstanding the provisions of subclause (a) hereof when the requirements of the board are such as to necessitate the employment of part-time workers in the capacity of hospital admitting clerks or clerk-receptionist, casualty department during the weekend period Saturday and Sunday only, the rate of pay for such workers shall be *pro rata* the appropriate scale salary under clause 4 plus an amount equal to 50 per cent thereof for time worked on a Saturday, and plus an amount equal to 100 per cent thereof for time worked on a Sunday.

These provisions shall not be used for the purpose of reducing the hours of work or the earnings of any worker.

### *Holidays and Annual Leave*

9. (a) The undermentioned shall be paid holidays and shall not be considered as part of the annual leave: 1 January, 2 January, Good Friday, Easter Saturday (where Saturday is worked), Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day and Boxing Day.

Special days with the same conditions as in the preceding sentence shall be granted as follows:

North Canterbury and South Canterbury Hospital Boards—Show Day.

Should any of the abovementioned holidays, except Anzac Day, fall on a Saturday or a Sunday, then such holiday shall be observed on the next following working day or days.

(b) Workers who are employed on any of the days set out in subclause (a) hereof shall be paid at the rate of double time in addition to the ordinary salary.

(c) Annual holiday leave shall be granted in accordance with the provisions of the Annual Holidays Act 1944 provided however that after five years' continuous service with the particular board, the period of annual leave shall be three weeks.

(d) Except as otherwise agreed, at least one month's notice of commencement of annual leave shall be given to the workers and they shall be paid for the annual holiday on or before its commencement.

(e) A worker having completed 20 years' continuous service with the same employer shall be entitled on application to four weeks' leave in addition to his annual leave during one year only of his subsequent service.

Such leave shall be known as long service leave and shall be taken at a time mutually agreeable to the employer and the worker concerned.

Leave so granted may be deducted from any retiring allowance due to the worker on his retirement or resignation from the employer's service.

### *Special Clauses for Telephonists*

10. (a) The provisions of clauses 3, 6 and 9 (a), (b), (c) and (d) of this agreement shall not apply to telephonists employed in hospital inquiry exchanges. The conditions of employment of these workers will be in accordance with the following subclauses.

(b) *Hours of Work*—The normal hours of work shall be in accordance with the roster of duties approved from time to time by the employer and by the union, provided that such hours shall not exceed an average of 38 per week over the cycle of weeks included in the roster and shifts shall not be broken.

(c) *Wages*—The wages for telephonists shall be those set out in clause 4, except that the maximum rate for males shall be that prescribed in the scale for the ninth year, and the maximum rate for females shall be that prescribed in the scale for the seventh year; provided that where in the opinion of the board some advancement beyond that specified is warranted by the proved ability of any operator, the board shall have the right to increase the salary of such operator up to the rate provided for in the tenth year of the General Scale in the case of males, and the eighth year in the case of females.

(d) *Overtime*—(1) All time worked in excess of the hours specified in subclause (b) hereof shall be deemed to be overtime, and shall be paid at the rate of time and a half for the first three hours, and double time thereafter.

(2) No overtime for which overtime rates are payable shall be worked by any employee without the approval of the responsible senior officer in charge of the employee.

(3) An extra half time in addition to the ordinary salary shall be paid for work performed on Saturday, and an extra full time for work performed on Sunday, where such work forms part of the normal working hours. (In the South Canterbury Hospital Board for the purposes of the foregoing provisions of this subsection, the term "Saturday" shall mean the period from 1 a.m. on Saturday to 1 a.m. on Sunday, and the term "Sunday" shall mean the period from 1 a.m. on Sunday to 1 a.m. on Monday.)

(4) Where a worker is required to work beyond her normal hours, and such overtime extends over a meal period, there shall be paid to such worker a sum of 5s. 7d. meal allowance.

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

(e) *Holidays and Annual Leave*—(1) The undermentioned shall be paid holidays and shall not be considered as part of the annual leave; 1 January, 2 January, Good Friday, Easter Saturday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Show Day, Christmas Day and Boxing Day. (In the South Canterbury Hospital Board Anniversary Day shall be observed in lieu of Show Day.)

(2) Workers who are employed on any of the days mentioned in paragraph (1) of this subclause as a part of their normal duty shall be paid an extra two days' pay in addition to their normal wages, excepting casual workers who shall be paid Sunday rates for any day so worked.

(3) Should any of the abovementioned holidays, except Anzac Day, fall on a worker's rostered day off, then such worker shall be paid an extra one day's pay in addition to his normal wages. This subclause shall not apply to casual workers.

(4) Annual holiday leave shall be granted in accordance with the Annual Holidays Act 1944, excepting that the holidays shall be of 21 consecutive days (for shift workers).

(f) With the exception of the clauses listed in subclause (a) all other provisions of the agreement shall apply to workers covered by this clause (except as modified herein).

#### *Conditions as to Offices*

11. (a) The employer shall permit workers to have lunch during the lunch interval on the premises.



(b) An interval of 10 minutes shall be allowed each morning and afternoon to every worker, during which intervals they may partake of refreshments on the premises.

(c) Reasonable dining accommodation for both male and female employees shall be provided in offices where not less than four workers are employed; also cloak rooms or enclosures in which reasonable privacy is secured for dressing. Where four or more female workers are employed, there shall also be provided, where practicable, a room with suitable couch accommodation for rest in cases of temporary indisposition; but where it is impracticable to set a room apart for that purpose, it shall be sufficient if a couch or couches are provided in a portion of the cloakroom screened off from the place where clothing is hung.

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

(e) Where smocks or other special clothing are required by the employer to be worn, these shall be supplied and laundered at the employer's expense, and shall remain the property of the employer.

#### *Travelling Allowance and Expenses*

12. (a) Travelling and/or out of pocket expenses reasonably incurred by any worker in the execution of his duties, shall be paid by the employer. All claims for such expenses shall be rendered and settled not less than monthly, and such claims shall give particulars of travelling done and expenses incurred in the discharge of the worker's duties. Any employer may, in connection with any particular claim, require that such claim shall be supported by statutory declaration.

"Travelling and out of pocket expenses" shall mean first-class fares, transport to and from point of departure, plus the cost of meals and accommodation.

(b) In cases where a worker is required by his employer to use a motor car, motor cycle, or bicycle in the performance of his work, the employer shall supply the vehicle and keep it in proper repair; or if a worker is required to use his own vehicle the employer shall pay expenses as are mutually arranged, except that for a bicycle so used, the weekly allowance shall not be less than 3s. 6d.

#### *Sick Leave*

13. (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 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

Length of Service	Total Period of Sick Leave with Full Pay During Whole Length of Service
Up to three months .....	7 days
Over three months and up to six months .....	14 days inclusive of days previously allowed
Over six months and up to nine months .....	31 days inclusive of days previously allowed
Over nine months and up to five years .....	46 days inclusive of days previously allowed
Over five 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

*Wages and Time Book*

14. The employer shall keep, in the prescribed form a time book to show the hours of work per day of each worker and to show morning hours, afternoon hours and overtime hours. The present system for payment of wages now in vogue in the different employers' office, such system having the approval of the Government Audit Department, shall be continued.

*No Reduction in Wages*

15. No worker coming within the scope of this agreement shall have his wages or salary reduced by reason of the operation of this agreement.

*Reference*

16. Original references shall be the property of the worker or applicant and shall, on request, be returned within 48 hours after engagement or rejection of application.

Each worker, on leaving or being discharged from his or her employment shall, on request, be furnished within 24 hours thereafter with a statement in writing setting out the position held and length of service.

*Right of Entry*

17. The secretary or other authorised representative of the union shall, with the consent of the employer (such consent not to be unreasonably withheld) be entitled to enter at the office or works at all reasonable times to interview any worker but not so as to interfere unreasonably with the employer's business.

Employers shall, upon written request by the secretary of the union, supply him with a list of workers in their employ, covered by this agreement.

*Workers to be Members of Union*

18. (a) It shall not be lawful under this agreement for any employer bound by this agreement to employ, or to continue to employ in any position or employment subject to this agreement any adult person who is not for the time being a financial member of the union of workers party to this agreement.

(b) For the purpose of subclause (a) of this clause a person of the age of 18 years and upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages provided for the fourth year of service under clause 4 (a) and (b) of this agreement, shall be deemed to be an adult.

(c) Every person, who, being obliged to become a member of the union by the operation of the foregoing provisions, fails to become a member of that union when requested so to do by his employer, or any officer or representative of the union, commits a breach of this agreement, and shall be liable accordingly.

*Under-rate Workers*

19. Court's usual clause.

*Exemptions*

20. (a) Nothing in this agreement shall apply to workers in receipt of more than the maximum wages provided in clause 4, plus the provisions of clause 5, and any overtime payments.

(b) Clerks temporarily engaged for elections or polls shall be exempt from the provisions of this agreement.

*Matters Not Provided For*

21. Any dispute in connection with any matter not provided for in this agreement shall be settled between the board and the secretary or president of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the local Conciliation Commissioner, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner, may appeal to the Court upon giving written notice of such appeal to the other party within 14 days after such decision shall have been communicated to the party desiring to appeal.

*Validity of Agreement*

22. No agreement shall be valid which is or may be contrary to the provisions of this agreement, and no worker shall contract himself or herself outside the agreement with this exception—that in respect of the amount of wages received by the worker there may be made deductions for superannuation purposes or insurance purposes or any other purposes authorised in writing by the employee or by statute or statutory regulations.

*Scope of Agreement*

23. This agreement shall apply to all parties named herein.

*Term of Agreement*

24. This agreement shall be deemed to have come into force on the 8th day of September 1965.

This agreement shall continue in force until the 7th day of September 1966.

Signed on behalf of:

North Canterbury Hospital Board:

J. B. HAY, Member.

J. G. LAURENSEN, Secretary.

South Canterbury Hospital Board:

W. J. FLETCHER, Chairman.

J. M. HEALY, Secretary,

Canterbury Clerks', Cashiers, and Officer Employees' Industrial Union of Workers:

E. C. STREET, President.

E. C. BLACKER, Secretary.

Christchurch, 13 October 1965.