

WELLINGTON HOSPITAL BOARD **LABOURERS, ETC.**—
INDUSTRIAL AGREEMENT.

THIS industrial agreement is made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 28th day of August, 1937, between the Wellington Labourers' and Related Trades Industrial Union of Workers (hereinafter called "the union"), of the one part, and the Chairman and Members of the Wellington Hospital Board (hereinafter called "the employers"), of the other part, whereby it is mutually agreed by and between the parties hereto as follows:—

1. That the terms, conditions, stipulations, and provisions contained and set out in the schedule hereto shall be binding on the said parties, and they shall be deemed to be and are hereby incorporated in and declared to form part of this agreement.

2. The said parties hereto shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, conditions, stipulations, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this agreement, or of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

3. This agreement shall continue in force from the day of the date hereof and thereafter continue in force until superseded by another agreement or award made under the provisions of the said Act.

In witness hereof the parties hereto have executed these presents the day and the year first before written.

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SCHEDULE.

Hours of Work.

1. The hours of work shall be forty per week, eight hours daily. Except where otherwise provided, the hours of work shall be between 7.30 a.m. and 5 p.m. on five days of the week from Monday to Friday inclusive.

Wages.

2. (a) The following shall be the minimum rates of wages:—

		Per Week.		
		£	s.	d.
Incinerator-attendant	5	8	0
Head groundsman	5	5	0
Groundsman and other general workers		4	10	0

(b) Casual Workers: Workers employed on an hourly basis shall be paid not less than 2s. 4d. per hour.

Overtime.

3. (a) All work done outside of or in excess of the hours prescribed in clause (1) hereof shall be considered overtime, and shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

(b) Where workers are called upon to work overtime on any day, and have not been notified by the employer on the previous day that they are required to do so, 1s. 6d. shall be allowed to such workers for meal-money.

Statutory Holidays.

4. (a) The following holidays shall be observed, and shall be paid for as if worked: Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Anniversary Day, Anzac Day, Labour Day, Sovereign's Birthday. Where any such holidays fall on a Sunday, the following day shall be observed as the holiday.

(b) Should any worker be required to work on the holidays mentioned herein he shall be paid double time additional to the day's wages.

Annual Leave.

5. An annual leave of fourteen days on full pay shall be granted to all weekly employees. Should any worker be dismissed or leave the employment of the Board before the due date of such annual leave he shall be granted proportionate leave allowance.

This clause shall not apply to any worker dismissed for misconduct.

Sick Leave.

6. Employees shall receive one week's sick leave on full pay for each year of service in the employ of the Board.

General Provisions.

7. (a) An allowance of 2s. per day shall be paid to men working inside boilers and combustion chambers. Payment for flue-work: As at present paid on the date of the coming into force of this agreement.

(b) Workers required to relieve the incinerator-attendant shall be paid the higher rate for the time they are so relieving, based on an hourly computation.

(c) Workers employed clearing or repairing blocked or defective sewers and foul drains, or when required to come into contact with faecal or sewerage matter, shall be paid 2s. per day additional on the wages prescribed herein.

(d) Youths may be employed by the Board on a mutual arrangement between the Board and the union.

(e) This agreement shall not operate so as to reduce the wages of any worker at present employed by the Board, or to restrict the privileges granted by the Board and enjoyed by any employee at the time of the coming into force of this agreement.

Hours of Incinerator-attendants.

8. The hours of incinerator-attendants may be spread over the seven days of the week: Provided that no more than forty hours in any one week shall be worked without payment of overtime, and provided further that any work performed on Sunday or a statutory holiday shall be paid for in accordance with the overtime rates prescribed in clause (3).

Variation of Duties.

9. Nothing in this agreement shall prevent any worker covered hereby from doing work covered by another award or agreement: Provided that whilst so engaged he shall be paid at least the rate which is fixed in such other award or agreement.

Disputes Committee.

10. 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 provided that if any dispute or difference shall arise between the parties bound by this award, or any of them, as to any matter whatsoever arising out of or connected therewith, and not dealt with in this agreement, every such dispute or difference shall be referred to a committee to be composed of two representatives of each side, together with an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. Either side shall have the right of appeal to the Court against a decision of any such committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

Workers to be Members of the Union.

11. (a) It shall not be lawful 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 member of an industrial union of workers bound by this award, or who is not for the time being a member of a trade union which was registered as such before the 1st day of May, 1936, and which is bound by this agreement: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this agreement during any time while there is no member of a union bound by this agreement who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upward, and every person who is for the time being in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

(c) The secretary or other representative of the union shall be permitted to interview employees in working-hours, but not so as to interfere unreasonably with the operations of the local bodies concerned.

Scope of Agreement.

12. This agreement shall apply to the Wellington Hospital Board.

Term of Agreement.

13. This agreement shall come into force on the 28th day of August, 1937, and shall continue in force until the 1st day of July, 1938, or until superseded by another agreement or award.

Signed on behalf of the Wellington Hospital Board—

[L.S.]	J. GLOVER	} Members.
	A. W. CROSKERY	
	J. C. M. FUTTER, Acting-Secretary.	

Signed on behalf of the Wellington Labourers' and Related Trades Industrial Union of Workers—

[L.S.]	M. O'GRADY, President.
	P. M. BUTLER, Secretary.