

WELLINGTON **HOSPITAL BOARD GARDENERS AND
LABOURERS.**—AWARD.

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the Wellington, Nelson, and Westland Local Bodies' Labourers, other Labourers, and Related Trades' Industrial Union of Workers (hereinafter called "the union") and the undermentioned Board (hereinafter called "the employers") :—

Wellington Hospital Board, Wellington.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by

its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award:—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as hereinafter provided and shall continue in force until the 1st day of September, 1939, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 21st day of October, 1938.

[L.S.]

P. J. O'REGAN, Judge.

SCHEDULE.

Industry to which Award applicable.

1. This award shall apply to the classes of workers in clause 3 (a) hereof.

Hours of Work.

2. (a) *General.*—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.

(b) *Gardeners and Groundsmen.*—During the months of May, June, July, and August the hours of gardeners and groundsmen shall be from 8 a.m. to 4.30 p.m. on five days of the week, Monday to Friday inclusive.

(c) *Incinerator-attendants.*—The hours of the incinerator-attendants may be spread over the seven days of the week: Provided that not 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 clauses 4 and 5 hereof.

(d) Notwithstanding anything contained elsewhere in this award, it shall be competent for one groundsman or one gardener to be called upon to attend at the main hospital in the forenoon of Saturdays for the purpose of cutting flowers for the wards: Provided that in no case shall forty hours weekly be exceeded without payment of overtime as hereinafter prescribed. For the purpose of this clause a roster shall be drawn up by the engineer to provide that this work shall be performed by the groundsmen and gardeners in rotation. Any worker so called upon to work in accordance with this clause shall be granted four hours' leave of absence in lieu of the time so worked, such leave to be taken at a time to be mutually arranged between the workers concerned and the engineer.

Wages.

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

| | Per Week. | | |
|--------------------------------------|-----------|----|----|
| | £ | s. | d. |
| Incinerator-attendant | 5 | 10 | 0 |
| Head groundsman-gardener | 5 | 15 | 0 |
| Groundsmen and other general workers | 4 | 15 | 0 |

(b) *Casual Workers.*—Workers employed on an hourly basis shall be paid not less than 2s. 5d. per hour.

Overtime.

4. (a) All work done outside of or in excess of the hours prescribed in clause 2 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.

(c) The employer may, in lieu of the 1s. 6d. provided herein, supply the workers with a hot meal.

Statutory Holidays.

5. (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, and 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.

6. An annual leave of two weeks on full pay shall be granted to all weekly employees on the completion of each year of service. 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.

7. Employees shall receive one week's sick-leave on full pay for each year of service in the employ of the Board, with a maximum of twenty-four weeks' accumulated sick-leave.

General Provisions.

8. (a) An allowance of 2s. per day or part of a day shall be made to men working inside boilers and combustion chambers.

Payment for flue-work shall be as at present paid on the date of the coming into force of this award.

(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 in contact with faecal or sewerage matter shall be paid 2s. per day or part of a 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 award 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 award.

(f) Clogs shall be supplied to men working in combustion chambers, back-ends, and main flues.

Variation of Duties.

9. Nothing in this award 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 award being that the work of the employer 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 award, 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, or in the event of no decision being made either side shall have the right to appeal to the Court 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 Union.

11. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award 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 award: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award 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 upwards, and every other person who for the time being is 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.)

Scope of Award.

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

Term of Award.

13. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of September, 1938, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 1st day of September, 1939.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 21st day of October, 1938.

[L.S.]

P. J. O'REGAN, Judge.

MEMORANDUM.

The only matter referred to the Court was the date of the coming into force of the award. In other respects the award embodies the recommendations arrived at by the assessors in Conciliation Council.

Wages have been made payable retrospectively, in accordance with the agreement of the parties.

P. J. O'REGAN, Judge.