

COOK HOSPITAL BOARD **LABOURERS AND GARDENERS.**—
INDUSTRIAL AGREEMENT.

Under the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the Poverty Bay General Labourers' Industrial Union of Workers and the Chairman and Members of the Cook Hospital Board.

MEMORANDUM OF COMPLETE SETTLEMENT.

SCHEDULE.

Hours of Work.

1. (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) Notwithstanding anything contained elsewhere in this agreement it shall be competent for one groundsman or one gardener to be called upon to attend at the hospital in the forenoon of Saturdays for the purpose of doing any necessary work required in connection with his duties: Provided that in no case shall forty hours a week be exceeded without payment of overtime hereinafter prescribed. For the purpose of this clause a roster shall be drawn up by the managing secretary 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 managing secretary.

Wages.

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

	Per Week.
	£ s. d.
Head groundsman gardener	5 12 6
Groundsmen and other general workers	4 17 6

(b) *Casual Workers.*—Workers employed on an hourly basis shall be paid not less than 2s. 6d. 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 four hours and double time thereafter.

(b) Where the 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 worker with a hot meal.

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 or Show Day, Anzac Day, Labour Day, Sovereign's Birthday. Where any such holidays fall on 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.

Holiday Leave.

5. (a) All employees shall be allowed ten consecutive working-days' holiday per annum on full pay on completion of twelve months' service.

(b) Such holidays shall be taken within a period of two months after the completion of twelve months' service.

(c) If any employee completes at least six months' but less than twelve months' service, such employee shall be entitled to a proportionate allowance for holidays. Such qualifying period shall date from the commencement of the employment or from the expiry date of the last qualifying period in respect of which the worker received or became entitled to a holiday.

Sick-leave.

6. (a) Every employee covered by this award shall be entitled to sick-leave on pay as provided for in the general by-laws and regulations of the Cook Hospital Board.

(b) *Medical and Surgical Treatment.*—Every employee covered by this award shall be entitled to medical and surgical treatment as provided for in any general by-law and regulations of the Cook Hospital Board or in accordance with the established practice for the treatment of the staff in the institution where the worker is employed.

General Provisions.

7. (a) 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 or part of the day additional on the wages prescribed herein.

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

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

Variation of Duties.

8. Nothing in this agreement shall prevent any worker covered hereby from doing any 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.

9. The essence of this agreement 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 herewith, 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 to 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.

Scope of Agreement.

10. This agreement shall apply to the Cook Hospital Board at the Hospital, Memorial Home, and the Tolaga Bay Hospital.

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 agreement 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-unionists 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 purpose 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 agreement 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.

Term of Agreement.

12. As far as the wage clause of this agreement is concerned it shall come into force on the 1st day of November, 1938, and all other clauses as from the date of the making of this agreement by the Court, and shall remain in force until the 31st October, 1939.

Signed on behalf of the Cook Hospital Board by—

[L.S.]

C. A. HARRIES, Managing Secretary.

M. T. TRAFFORD, Member.

H. ADAIR, Member.

Signed on behalf of the Poverty Bay General Labourers' Industrial Union of Workers—

[L.S.]

W. P. HOOPER, President.

C. E. BICKFORD, Secretary.

Gisborne, 19th December, 1938.
