

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

PREAMBLE.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 31st day of January, 1941, between the Auckland Hospital Board, Kitchener Street, Auckland, of the one part, and the Auckland and Suburban Local Bodies' Labourers and Related Trades' Industrial Union of Workers (hereinafter called "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.

Classification.

1. Gardeners, and labourers assisting gardeners, ploughmen, groundsmen, rat-catchers and drain-cleaners, incinerator employees, labourers assisting plumbers, engineers, or other tradesmen, and general labourers employed on pick-and-shovel work, general concrete-work, sewer-work, laying and cleaning drains, sweeping and cleaning paths and roadways and cutting and scything grass.

Hours of Work.

2. (a) The ordinary hours of work shall not exceed forty hours in any one week of five days, Monday to Friday inclusive.

(b) Hours of work shall be between 7.30 a.m. and 5 p.m. Monday to Friday inclusive, meal-time to be mutually agreed upon.

(c) Provided that the hours of work for employees engaged on incinerator duties, or sweeping or cleaning paths and roadways shall not exceed forty hours in any one period of seven days made up of five shifts not exceeding eight hours each shift. The shift of eight hours may be worked during any period of the twenty-four hours day or night, or on Saturdays, Sundays, or on any statutory holiday.

In the ordinary way the shifts shall be worked from Monday to Friday inclusive between the hours of 7.30 a.m. and 5 p.m. one hour being allowed for dinner each shift, but when the requirements of the hospital service make it necessary the shift shall be worked in any manner that complies with the conditions set out in the first paragraph of this clause.

Wages.

3. The following shall be the minimum rate of wages:—

	Per Hour.	
	s.	d.
(a) Senior gardener at hospital, infirmary, and Wilson Home	2	10
(b) Senior gardener at Alexandra Home	2	8½
(c) Gardeners qualified by apprenticeship or examination	2	7½
(d) Groundsmen when employed on scythe-work, and ploughmen	2	7½
(e) Labourers permanently attached to engineers' and plumbers' departments	2	9½
(f) Incinerator attendants, rat-catcher, and drain-cleaner	2	9½
(g) Other general workers not specified above	2	6½

The above minimum wage shall be subject to any increase of the minimum wage obtained under the provisions of the Auckland and Suburban Local Bodies' Labourers and Related Trades' Industrial Union of Workers' award obtained after the 22nd November, 1940.

Wages and Overtime.

4. (a) Any time worked in excess of eight consecutive hours in any one day of twenty-four hours shall be paid for at the rate of time and a half for the first three hours and double time thereafter. No worker shall be compelled to work more than five hours without an interval for a meal.

(b) Except where otherwise provided, work performed on Sundays or holidays shall be paid for at double ordinary rates.

Holidays.

5. (a) Ten working-days per annum on full pay shall be granted to workers who have been in the employer's service for a period of one year. The ordinary days off per week (unpaid) shall run consecutively with the above period of ten days, giving a total absence from duty of not less than fourteen consecutive days.

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

(c) If any worker completes at least three months' but less than twelve months' continuous service, such worker 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.

(d) Any worker entitled to holidays shall receive payment for same prior to commencing the holidays.

(e) The worker shall be entitled to the following holidays—namely, New Year's Day, the day after New Year's Day, Anniversary Day, Good Friday, Easter Monday, Anzac Day, King's Birthday, Labour Day, Boxing Day, and Christmas Day. In the event of the above-mentioned holidays falling on a Sunday, except Anzac Day, the following day shall be observed.

(f) Workers engaged in accordance with the first paragraph of clause 2 (c) shall be granted fifteen working-days' holiday per annum on full pay, the ordinary days off per week to run consecutively with the above period, giving a total absence from duty of not less than twenty-one consecutive days. This additional week's annual leave is granted in lieu of the statutory holidays referred to in clause 5 (e) above.

(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.

Sick-leave.

6. Every worker after three months' continuous service shall be entitled on production, after three days, of medical evidence to sick-leave with pay up to ten working-days in any one year. This allowance shall be made cumulative to meet the contingency of prolonged and serious illness.

Medical Treatment.

7. Every worker after three months' continuous service shall be entitled to free medical or surgical treatment for a period not exceeding three months as an in-patient or an out-patient of the Auckland Hospital.

Transport.

8. (a) Where work to be performed is situated at a greater distance than two miles by the nearest means of access for pedestrians from the corner of Symonds Street and Khyber Pass in the City of Auckland (or any other point upon which the parties may mutually agree), the employer shall arrange for the free transport of workers to and from such work once in each day, or pay train, tram, or bus fares.

(b) All employees shall be at the place where the work is to be performed at the hour appointed for the commencement of the work.

(c) Provided that any worker who resides within a radius of two miles of the place where the work is to be performed, or those who are substantially engaged in any one locality, shall not be entitled to any benefit from this clause.

Piecework.

9. Piecework by labourers is prohibited.

Higher-grade Workers.

10. Where any worker is put to do work of a higher grade he shall be paid the higher rate of wages while so employed.

Tools and Accessories.

11. All tools shall be provided and kept in good order by the employer.

Dirty Work.

12. (a) Where the conditions of work are more injurious to the health or clothing than those conditions which the worker is usually engaged upon, then the worker so employed shall be paid 3d. per hour extra for the time he is actually engaged at such work, with a minimum payment of 1s.

(b) What is to be determined as dirty work shall be a matter of mutual agreement between the employer and the worker or a representative of the union, and should they be unable to agree the matter shall be referred to the local Inspector of Awards, whose decision shall be final; but such reference shall not involve a stoppage of work.

(c) This clause shall not apply where a special rate of wages has been provided for special classes of work.

Accommodation.

13. Each employer shall provide accommodation to the satisfaction of the Inspector of Factories to enable the workers to change and dry their clothes and have their meals. Such accommodation shall be for the use of all workers on the job. No lime, cement, or tools shall be stored in the change-house. The employer shall also provide proper sanitary accommodation, which must be placed at a reasonable distance from the change-house, and make provisions for boiling water for meals. Change-house to be thoroughly cleaned and disinfected at least once a week. At the destructor or such

other similar place where the work is of a permanent character, baths or shower-baths with hot and cold water and soap shall be provided.

Accidents.

14. (a) A fully equipped modern first-aid emergency kit or case provided by the employing authority shall, to the satisfaction of the Inspector of Awards, be kept in a convenient and accessible position on each job where men are so employed, and instruments and appliances and stocks of or for such kit or case shall be kept clean, efficient, and replenished to the like satisfaction.

(b) Whenever possible, a man with a knowledge of first aid shall be included in each gang employed.

(c) Any employee injured whilst so employed shall, as soon as possible after such injury, report the nature, cause, circumstances, and time of such injury to the person in charge of the job, who shall note the name of such employee, the nature, cause, circumstance, and time of the said injury, and the nature of the first-aid rendered, if any, and shall duly report all the said matters to the employing authority.

(d) If, in the opinion of the person in charge of the job or, failing such person, the work-mate or work-mates of any injured employee, such employee requires medical attention or, failing that, the attention of a chemist, or that conveyance of such employee for the purpose of such attention is necessary, the reasonable cost of such attendance and conveyance shall be borne by the employing authority.

Meal-money.

15. (a) Where any worker is called upon to work in excess of two hours after the ordinary times for ceasing work, such worker shall receive 2s. meal-money unless he has been notified on the previous day that he would be required to work overtime.

(b) When any shift-worker is employed at the request of the employer on an extra shift in any department within the scope of this agreement 2s. tea-money shall be allowed.

Morning Tea.

16. An interval of ten minutes shall be allowed for morning tea.

Oilskins and Gum Boots.

17. (a) Oilskins and gloves shall be available for the use of incinerator attendants.

(b) Oilskins and gum boots shall be available for the use of gardeners or labourers required to gather vegetables at the infirmary garden.

Payment of Wages.

18. (a) Wages shall be paid in full weekly, in cash, during the working-hours, except in cases approved of.

(b) In the case of dismissal, workers shall be paid within half an hour of the termination of the employment, and if detained longer than the time mentioned they shall be paid such time extra as they are detained.

Workers' Representative.

19. The workers' representative shall have the right of entry at all reasonable times on any of the works being carried out by the Board for the purpose of interviewing any of the workers, but such entry shall not interfere unreasonably with such works.

Workers to be Members of the Union.

20. (a) It shall not be lawful for the Board 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 a trade-union which was registered as such before the 1st day of May, 1936, and which is bound to 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 purpose of subclause (a) of this clause a person of the age of eighteen years and 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.

Matters not provided for.

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

Workers not provided for.

22. Any worker not enumerated in this agreement shall be paid such rate of wages as may be agreed upon between the employer and the representative of the union.

Scope of Agreement.

23. The operation of this agreement shall cover all employees of the Board coming within its scope.

Term of Agreement.

24. This agreement shall come into force on the 12th day of August, 1940, and shall continue in force until the 31st day of May, 1941.

Memorandum.

The wages set out in this agreement have provided for the 5-per-cent. increase in wages fixed by the Arbitration Court.

The common seal of the Auckland Hospital Board was hereto affixed in pursuance of a resolution duly passed at a meeting of the members of the said Board held on 10th day of February, 1941, in the presence of—

Signed on behalf of the Hospital Board—

[L.S.]

ALLAN MOODY, Chairman.
J. V. MACKY, Member.
C. L. GRANGE, Secretary.

Signed on behalf of the Union—

[L.S.]

S. J. CLARK, President.
H. S. CALLAGHAR, Secretary.