

MARLBOROUGH, NELSON, AND WESTLAND HOSPITAL BOARDS' GARDENERS, LABOURERS, AND OTHER WORKERS.—AWARD

[Filed in the Office of the Clerk of Awards, Wellington]

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

Buller Hospital Board, Westport.
 Greymouth Hospital Board, Greymouth.
 Inangahua Hospital Board, Reefton.
 Marlborough Hospital Board, Blenheim.
 Nelson Hospital Board, Nelson.
 Westland Hospital Board, Hokitika.

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 11th day of July, 1946, 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 11th day of July, 1945.

[L.S.]

A. TYNDALL, Judge.

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SCHEDULE

Industry to which Award applies

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

Hours of Work

2. 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, Monday to Friday inclusive.

Wages

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

	Per Week.	
	£	s. d.
Head gardener or worker in charge, appointed as such	6	0 0
Worker substantially employed in the propagation and/or cultivation of plants, shrubs, or vegetables	5	15 0
Groundsmen and other general workers	5	6 8

Part-time workers may be employed on terms to be agreed upon between the Board and the secretary of the union, such terms to be approved by the Court.

Increase in Rates of Remuneration

4. The two general orders made under the Rates of Wages Emergency Regulations 1940, and dated the 9th August, 1940, and the 31st March, 1942, respectively, shall be deemed to be incorporated in this award and shall have effect according to their tenor.

Overtime

5. (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, more than an hour after his usual knocking-off time, and have not been notified by the employer on the previous day that they are required to do so, 2s. shall be allowed to such workers for meal-money.

(c) The employer may, in lieu of the 2s. provided for herein, supply the workers with a hot meal.

(d) The payments prescribed in subclauses (b) and (c) hereof shall not be subject to the provisions of clause 4.

Statutory Holidays

6. (a) Weekly workers shall receive the following holidays without deduction from pay: New Year's Day and the following working-day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, and one other day to be mutually agreed upon. The employer shall notify the union of the day agreed upon.

(b) When any of the foregoing holidays, other than Anzac Day, falls on a Sunday, the following day shall be observed.

(c) Except as otherwise provided, any work done on any of the above holidays or on Sundays shall be paid for at double time rates. Such payment shall be in addition to the payment provided in subclause (a) hereof.

Annual Leave

7. The provisions of the Annual Holidays Act, 1944, shall apply.

Sick-leave

8. The present practice of each Board *re* sick-leave shall continue during the operation of this award.

General Provisions

9. (a) 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.

(b) Youths may be employed by the Board on a mutual arrangement between the Board and the union, such arrangement to be approved by the Court.

(c) 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.

(d) Workers who are required to work at a place other than their usual place of employment shall travel to and fro in the employer's time, or shall be paid for the time occupied in travelling where such is done in their own time. Such workers shall also be reimbursed all moneys actually expended in fares travelling to and from such place of work, or if the worker uses his own bicycle he shall be paid an allowance of 6d. per day.

(e) Workers shall be paid 1s. per day extra whilst working with a scythe.

Variation of Duties

10. 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 where such rate is higher.

Disputes

11. 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 with this award and not dealt with herein, 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 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

12. (a) Subject to the provisions of section 18 (5) of the Industrial Conciliation and Arbitration Amendment Act, 1936, 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.

(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.)

Under-rate Workers

13. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such

worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Scope of Award

14. This award shall operate throughout the Marlborough, Nelson, and Westland Industrial Districts.

Term of Award

15. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of April, 1945, 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 11th day of July, 1946.

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 11th day of July, 1945.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

In making the award, which, with minor adjustments, embodies the terms of settlement arrived at by the assessors in Conciliation Council, the Court has had regard to the provisions of the Economic Stabilization Emergency Regulations 1942.

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

A. TYNDALL, Judge.