

**NORTH CANTERBURY HOSPITAL BOARD GARDENERS AND
GARDENERS' LABOURERS.—INDUSTRIAL AGREEMENT**

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the industrial agreement, made on the 5th day of March, 1946, between the North Canterbury Hospital Board and the Canterbury Builders' and General Labourers and Related Workers' Industrial Union of Workers.

WHEREAS by the Economic Stabilization Emergency Regulations 1942 it is provided that no industrial agreement made in pursuance of the Industrial Conciliation and Arbitration

Act, 1925, shall come into force until it is filed under section 28 of the said Act: And whereas it is provided further that no such industrial agreement shall be accepted by a Clerk of Awards for filing as aforesaid unless it has been approved by the Court for the purposes of the said regulations: And whereas application has been made for approval of the industrial agreement, made on the 5th day of March, 1946, between the North Canterbury Hospital Board, of the one part, and the Canterbury Builders' and General Labourers and Related Workers' Industrial Union of Workers, of the other part: Now, therefore, the Court, having had regard to and having taken into consideration the matters and things as required by the said regulations, doth hereby approve the said industrial agreement for the purposes of the said regulations.

Dated this 12th day of March, 1946.

[L.S.]

A. TYNDALL, Judge.

NORTH CANTERBURY HOSPITAL BOARD GARDENERS AND
GARDENERS' LABOURERS.—INDUSTRIAL AGREEMENT

THIS industrial agreement, made pursuant to the Industrial Conciliation and Arbitration Act, 1925, this 5th day of March, 1946, between the North Canterbury Hospital Board (hereinafter called "the employer"), of the one part, and the Canterbury Builders' and General Labourers and Related Workers' Industrial Union of Workers (hereinafter called "the union"), of the other part, witnesseth that it is mutually agreed between the employer and the union as follows:—

SCHEDULE

1. This agreement shall apply to employees of the North Canterbury Hospital Board who are engaged in gardening work.

Definitions

2. (a) A gardener or plant propagator is one who has served an apprenticeship of not less than five years, or who has been employed as a gardener or plant propagator for five years, or who has been certified by the Board's superintendent of grounds to be a gardener or plant propagator.

(b) An unqualified nurseryman or gardener is a worker who is employed as a nurseryman or gardener, but who has neither served an apprenticeship nor qualified in accordance with the preceding clause.

(c) A gardener's labourer is a man who is capable of assisting a gardener in his work.

Hours of Work

3. The ordinary week's work shall not exceed forty hours and shall be worked between 7.30 a.m. and 5 p.m., Monday to Friday, and 7.30 a.m. and 12 noon on Saturday, except as provided in clause 5 (a) and (b).

Wages

4. (a) The minimum rate of wages shall be as follows:—

Qualified gardeners in charge at Christchurch Hospital, Cashmere Sanatorium, Burwood Hospital, Marshland Farm, and Jubilee Home	Per Week.	£	s.	d.
		6	1	8
Qualified gardeners or nurserymen		5	16	8
Unqualified gardeners or nurserymen		5	12	6
	Per Hour.	£	s.	d.
Unqualified gardeners or nurserymen, casual		0	2	10
	Per Week.	£	s.	d.
Gardeners' labourers		5	8	4
	Per Hour.	£	s.	d.
Gardeners' labourers, casual		0	2	8½

(b) Gardeners in charge positions at Christchurch Hospital, Cashmere Sanatorium, Burwood Hospital, Marshland Farm, and Jubilee Home shall be excluded from the gangers' allowance as provided in clause 4 (c).

(c) Gangers in charge of four or more men shall be paid 1s. per day while so engaged.

Females and Youths

5. (a) Females and youths shall be paid not less than the following rates of wages:—

Females—	Per Week.	£	s.	d.
First six months		1	3	6
Second six months		1	7	6
Third six months		1	11	6
Fourth six months		1	15	6
Fifth six months		2	0	6
Sixth six months		2	4	6
Fourth year		2	15	0
Thereafter		3	6	0

Provided that females of the age of eighteen years and upwards shall be paid not less than £1 16s. for the first six months, and thereafter according to scale.

	Per Week.		
	£	s.	d.
Youths—			
First six months	1	3	6
Second six months	1	7	6
Third six months	1	11	6
Fourth six months	1	15	6
Fifth six months	2	1	6
Sixth six months	2	5	6
Fourth year	2	19	6
Fifth year	3	10	6
Thereafter adult rates.			

(b) Female workers and youths shall be employed on a weekly basis only. Youths and females may be employed in a proportion of not more than one female or youth, as the case may be, to each three or fraction of three fully paid workers. In special cases this proportion may be increased by arrangement between the union and the employer.

Overtime

6. (a) Time worked in excess of forty hours per week and outside the normal working-hours on any working-day shall be paid at the rate of time and a half for the first four hours and double time thereafter, except as provided in clause (b). Overtime shall be calculated on a daily basis.

(b) Provided always that all work done in the attendance of forcing-stoves, greenhouses, frames, or bush houses on Saturdays, Sundays, or holidays shall be paid for at ordinary rates.

Payment of Wages and Termination of Agreement

7. (a) All wages shall be paid weekly in cash during working-hours. In the event of a worker being dismissed for reason other than misconduct, he shall be paid without delay; and when a worker leaves a job he shall, on demand, be paid within twenty-four hours of leaving.

(b) In the case of weekly workers, one week's notice on either side shall terminate the engagement; in the case of casual workers, two hours' notice on either side shall terminate the engagement; but nothing in this clause shall apply to a worker dismissed for misconduct.

Tools

8. All tools shall be supplied by the Board.

Holidays

9. (a) Weekly workers shall receive the following holidays without deduction from pay: New Year's Day and the day following, Good Friday, Easter Monday, Anzac Day, Sovereign's Birthday, Labour Day, Christmas Day, Boxing Day, Show Day or some other day to be mutually agreed upon.

(b) When any of the foregoing holidays, other than Anzac Day, fall 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.

(d) The terms of the Annual Holidays Act shall apply to workers covered by this agreement.

Place of Work and Travelling-time

10. (a) Each worker shall be attached to one of the Board's institutions, and the name of the institution shall be notified to him.

If a worker is required to work at a distance of more than one and a half miles from the institution to which he is attached, the Board shall do one of the following things:—

(i) Provide the worker with transport between the institution to which he is attached and the job; or

(ii) Reimburse the worker with any additional cost incurred by him on travelling to and from such work.

(b) Time occupied by the worker in travelling to and from work away from such institution to be paid for at ordinary rates.

(c) Any worker residing less than one and a half miles from the place where the work is to be performed by the nearest convenient mode of access per foot-passengers shall not be entitled to the allowance in this clause.

Disputes

11. 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 agreement, or any of them, as to any matter whatsoever arising out of or connected with this agreement 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.

Display of Agreement

12. Wherever reasonably possible, the employer shall display on each job and in a conspicuous place a copy of this agreement.

General Orders increasing the Rates of Remuneration

13. All rates of remuneration, including time and piece work and overtime, and any other special payments provided for in this agreement, shall be increased to the extent and in the manner prescribed by the two general orders of the Court of Arbitration made under the Rates of Wages Emergency Regulations 1940, and dated the 9th August, 1940, and the 31st March, 1942, respectively.

Sick-leave

14. Permanent workers covered by the agreement shall be entitled to the sick, annual, and retirement leave privileges enjoyed by the regular employees of the Board.

Right of Entry

15. The secretary or other authorized officer of the union shall be entitled to enter at all reasonable times upon the premises or job of any employer bound by this agreement for the purpose of interviewing any workers (with the consent of the employer or his representative, such consent not to be unreasonably withheld), but not so as to interfere unreasonably with the employers' business.

Meal-money

16. Where a worker is called on to work overtime later than one hour after his ordinary knocking-off time for the day, the employer shall either provide such worker with a meal or pay 2s. meal-money, provided such worker cannot reasonably get home for a meal, and provided further that the worker has not been notified of such overtime the previous day. The provisions of clause 13 shall not apply to the rate prescribed herein.

Refreshments

17. An interval of ten minutes shall be allowed during each morning and afternoon.

Workers to be Members of Union

18. (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-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 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.)

Under-rate Workers

19. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement 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.

Application of Agreement

20. This agreement shall apply to the parties named herein.

Term of Agreement

21. This agreement, in so far as it relates to wages, shall be deemed to have come into force on the 1st April, 1945, and so far as all other conditions of the agreement are concerned it shall come into force on the day of the date hereof and shall continue in force until the 5th day of March, 1947.

Signed on behalf of the North Canterbury Hospital Board—
ALEX PRENTICE, Secretary.

Signed on behalf of the Canterbury Builders' and General Labourers and Related Workers' Industrial Union of Workers—

JAMES SHANKLAND.