

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

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the industrial agreement made on the 15th day of December, 1948, between the Cook Hospital Board and the Poverty Bay General Labourers' and Related Trades' 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 15th day of December, 1948, between the Cook Hospital Board, of the one part, and the Poverty Bay General Labourers' and Related Trades' 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 4th day of February, 1949.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

With regard to the latter portion of clause 7 (b) of the agreement, the Court desires to make it clear that approval of the agreement for the purposes of the Economic Stabilization Emergency Regulations is not to be taken as having any validating effect upon any rate of remuneration that may be irrecoverable within the meaning of regulation 34.

A. TYNDALL, Judge.

COOK HOSPITAL BOARD LABOURERS' AND GARDENERS' INDUSTRIAL AGREEMENT

- THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 15th day of December, 1948, between the Cook Hospital Board (hereinafter called "the employer"), of the one part, and the Poverty Bay General 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

1. *Hours of Work*

(a) The ordinary hours of work shall not exceed forty per week nor eight per day to be worked between 7.30 a.m. and 5 p.m. Monday to Friday both days inclusive.

(b) It shall be competent for one groundsman or one gardener to be called upon to attend at the hospital on Saturday mornings for the purpose of doing any necessary work in connection with his duties: Provided that in no case shall forty hours per week be exceeded without payment of wages hereinafter prescribed.

2. Wages

(a) The following shall be the minimum weekly rate of wages.

	£	s.	d.
Head groundsmen gardeners ..	7	5	5
Groundsmen and general workers ..	6	15	0

(b) Casual workers, 3s. 4½d. per hour.

(c) A casual worker is a worker who is employed by the Board for a period of less than five consecutive days.

3. Overtime

(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 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 2s. 6d. shall be allowed to such workers for meal money.

(c) The employer may in lieu of the 2s. 6d. prescribed for meal-money supply the worker with a hot meal.

4. Statutory Holidays

(a) The following holidays shall be the recognised holidays and shall be paid for at ordinary rates of pay: New Year's Day, 2nd January, Anniversary Day (Auckland Province), Good Friday, Easter Monday, Anzac Day, Sovereign's Birthday, Labour Day, Christmas Day and Boxing Day and one other day in lieu of Show Day to be agreed upon.

(b) Should any worker be required to work on the holidays prescribed herein he shall be paid for at double rates in addition to the ordinary rates.

(c) If any holiday other than Anzac Day fall on a Saturday or Sunday then the following Monday and Tuesday shall be observed as such.

5. Holiday Leave

Annual holidays shall be allowed in accordance with the Annual Holidays Act (1944).

6. Sick-leave

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

7. *General Provisions*

(a) Workers employed cleaning or repairing blocked or defective sewers and foul drains, or when required to come into contact with faecal or sewerage or infectious matter, or any other type of "dirty work" not specified, shall be paid 2s. per day or part of a day, additional on the wages prescribed herein.

(b) 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 and shall not re-act to the detriment of those workers who are now receiving a higher rate of pay than that has been allowed by the Wages Commissioner.

(c) One week's notice of the termination of the employment shall be given by either party in the case of weekly workers and two hours' notice shall be given in the case of casual workers.

(d) The secretary or any other authorized person of the union shall be allowed reasonable facilities to enter any premises or works under the control of the Board to interview the members of the union, but so as not to unreasonably interfere with the work of the Board.

8. *Variation of Duties*

Nothing in this agreement shall prevent any worker covered by this agreement 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.

9. *Disputes Committee*

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. Each 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.

10. *Scope of Agreement*

This agreement shall apply to the gardeners and general workers at all establishments controlled by the Cook Hospital Board.

11. *Workers to be Members of the Union*

(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.

(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.

12. *Term of Agreement*

This agreement shall come into force on the first day of October, 1948, and shall continue in force to the thirtieth day of September, 1949.

In witness whereof these presents have been executed the day and year first hereinbefore written.

The common seal of the Cook Hospital Board was hereunto affixed pursuant to a resolution of the Board on the 15th December, 1948, in the presence of—

J. B. WILLIAMS, Chairman.

G. W. ARMSTRONG, Member.

C. A. HARRIES, Managing Secretary.

[L.S.]

The common seal of the Poverty Bay General Labourers' and Related Trades' Industrial Union of Workers was hereunto affixed in the presence of—

W. L. FILE, President.

E. SHARPLES, Secretary.

[L.S.]

COOK HOSPITAL BOARD LABOURERS AND GARDENERS—
AMENDMENT OF INDUSTRIAL AGREEMENT

In the Court of Arbitration of New Zealand.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and the Economic Stabilization Emergency Regulations 1942; and in the matter of the Cook Hospital Board Labourers' and Gardeners' industrial agreement, made on the 15th day of December, 1948, and recorded in 49 Book of Awards 9.

IN pursuance and exercise of the powers vested in it by the Economic Stabilization Emergency Regulations 1942, and of every other power in that behalf thereunto enabling it, this Court, for the purpose of giving effect to the pronouncement made by it on the 12th day of April, 1949, doth hereby order as follows:—

1. That the said industrial agreement shall be amended by deleting clause 2 and substituting therefor the following clause:—

“ Wages

“ 2. (a) The following shall be the minimum weekly rate of wages:—

“ Head groundsmen gardeners, £7 13s. 9d.

“ Groundsmen and general workers, £7 3s. 4d.

“(b) Casual workers, 3s. 7d. per hour.

“(c) A casual worker is a worker who is employed by the Board for a period of less than five consecutive days.”

2. That this order shall come into force on the 1st day of June, 1949.

Dated this 14th day of May, 1949.

[L.S.]

A. TYNDALL, Judge.