

AUCKLAND HOSPITAL BOARD **GARDENERS AND LABOURERS—**
AWARD

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the Auckland and Suburban Local Bodies' Labourers and Related Trades' Industrial Union of Workers (hereinafter called "the union") and the undermentioned Board (hereinafter called "the employers") :—

Auckland Hospital Board, Kitchener Street, Auckland.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the terms of settlement arrived at in the above-mentioned dispute and forwarded directly to the Court pursuant to the provisions of section 3 of the Industrial Conciliation and Arbitration Amendment Act (No. 2), 1939, 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 31st day of May, 1950, 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 31st day of May, 1949.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Classification

1. This award shall apply to 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 workers 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 rates of wages—

	Payable from 1st February, 1949 to 31st May, 1949.		Payable on and from 1st June, 1949.	
	Per s.	Hour. d.	Per s.	Hour. d.
(a) (i) Where eight or more gardeners and/or groundsmen are substantially employed—				
Senior man	3	9½	3	11½
First assistant gardener ..	3	7½	3	9½
Second assistant gardener ..	3	6½	3	8½
All others	3	4½	3	6½
(ii) Where five to seven gardeners and/or groundsmen are substantially employed—				
Senior man	3	7¾	3	10½
One assistant gardener ..	3	6½	3	8½
All others	3	4½	3	6½
(iii) Where two to four gardeners and/or groundsmen are substantially employed—				
Senior man	3	7¾	3	10½
All others	3	4½	3	6½
(iv) Where one only gardener and/or groundsman is substantially employed	3	6½	3	8½
At Green Lane Hospital the men employed in the vegetable garden shall be treated as a separate gang.				
(b) Groundsmen when employed on scythe-work or a motor-mower, and ploughmen	3	5½	3	7½
(c) Labourers permanently attached to Engineers' and Plumbers' departments	3	7½	3	9½
(d) Incinerator attendants, rat-catcher and drain cleaner	3	7½	3	9½
(e) Licensed drain layers	3	8½	3	11
(f) Other general workers not specified above	3	4½	3	6½
(g) Men employed cleaning grease-traps shall be paid 6d. per hour extra.				
(h) Where a worker comes in direct contact with faecal matter he shall be paid double ordinary rates.				

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) All work performed on Sundays shall be paid for at double ordinary rates.

Holidays

5. (a) Annual holidays shall be allowed in accordance with the provisions of the Annual Holidays Act, 1944.

(b) 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, the birthday of the reigning Sovereign, Labour Day, Christmas Day, and Boxing Day. In the event of any of the above-mentioned holidays, except Anzac Day, falling on a Saturday and/or Sunday, the following day shall be observed. All time worked on the abovementioned holidays shall be paid for at double time rates in addition to the holiday pay.

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 workers 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.

(d) If a worker is transferred temporarily to work at a place where his fare by train, tram, bus, or ferry is greater than to his usual place of employment, then the employer shall pay the difference in the fare.

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. 6d.

(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 worker 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 worker, the nature, cause, circumstances, 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 workmate or workmates of any injured worker such worker requires medical attention, or, failing that, the attention of a chemist, or that conveyance of such worker 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. 6d. 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 award 2s. 6d. 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, gloves, and overalls shall be available for the use of incinerator attendants, and gum boots for the incinerator attendant at the infirmary.

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

(c) Men employed cleaning grease-traps shall be provided with overalls, gloves, and gum boots.

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 Union

20. (a) Subject to the provisions of subsection (5) of section 18 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.

(c) Every person who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested so to do by his employer or any officer or representative of the union, commits a breach of this award, and shall be liable accordingly.

(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.)

Matters Not Provided For

21. Any dispute in connection with any matter not provided for in this award 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 the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Conciliation Commissioner, may appeal 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 award shall be paid such rate of wages as may be agreed upon between the employer and the representative of the union.

Scope of Award

23. This award shall apply only to the parties named herein, and the operation of this award shall cover all workers of the Board coming within its scope.

Term of Award

24. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of February, 1949, 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 31st day of May, 1950.

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 31st day of May, 1949.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

In making the award the Court has fixed two schedules of wages, one incorporating the rates agreed upon in Conciliation Council, to operate from the 1st day of February, 1949, and the other to give effect to the Court's pronouncement of the 12th day of April, 1949, and to operate from the 1st June, 1949.

Apart from the above adjustment, the award embodies the terms of settlement arrived at by the assessors in Conciliation Council.

A. TYNDALL, Judge.