

WELLINGTON, NELSON, WESTLAND, AND MARLBOROUGH 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, Wellington, Nelson, Westland and Marlborough Industrial Districts—In the matter of the Industrial Conciliation and Arbitration Act 1954; 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 under-mentioned union (hereinafter called “the employers”):

New Zealand Hospital Boards' Industrial Union of Employers, Druids Chambers, Woodward Street, Wellington.

THE Court of Arbitration of New Zealand (hereinafter called “the Court”), having taken into consideration the matter of the abovementioned 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 21st day of October 1961 and thereafter as provided by section 152 of the Industrial Conciliation and Arbitration Act 1954.

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 21st day of April 1960.

[L.S.]

A. TYNDALL, Judge.

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#### SCHEDULE

##### *Industry to Which Award Applies*

1. This award shall apply to workers employed by hospital boards who are eligible to be members of the Wellington, Nelson, Westland and Marlborough Local Bodies, Other Labourers, and Related Trades Industrial Union of Workers under the rules of the union which prevailed at 8 December 1959.

##### *Hours of Work*

2. (a) *Wellington Hospital Board*—(i) The hours of work shall be 40 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.

(ii) *Gardeners and Groundsmen*: During the months of May, June, July, and August the hours of gardeners and groundsmen shall be from 8 a.m. to 4.30 p.m. on five days of the week, Monday to Friday inclusive.

(iii) *Incinerator Attendants at Wellington Hospital*: The hours of the incinerator attendants may be spread over the seven days of the week, provided that not more than 40 hours in any one week shall be worked without payment of overtime, and provided, further, that any work performed on Sunday or a statutory holiday shall be paid for in accordance with the overtime rates prescribed in clause 6 hereof.

(iv) Notwithstanding anything contained elsewhere in this award, it shall be competent for one groundsman or one gardener to be called upon to attend at the main hospital in the forenoon of Saturdays for the purpose of cutting flowers for the wards: Provided that in no case shall 40 hours weekly be exceeded without payment of overtime as hereinafter prescribed. For the purpose of this clause a roster shall be drawn up by the controlling officer to provide that this work shall be performed by the groundsmen and gardeners in rotation. Any worker so called upon to work in accordance with this clause shall be granted four hours' leave of absence in lieu of the time so worked, such leave to be taken at a time to be mutually arranged between the workers concerned and the controlling officer.

(b) *Hospital Boards Other than the Wellington Hospital Board*—The ordinary hours of work shall not exceed 40 per week or eight per day, to be worked between 7.30 a.m. and 5 p.m. on five days of the week Monday to Friday, both days inclusive.

*Wages*

3. (a) The following shall be the minimum rates of wages:		Per Week		
		£	s.	d.
Incinerator attendants .....	.....	12	17	6
Incinerator attendants employed by the Wellington Hospital Board .....	.....	13	4	6
Head gardeners .....	.....	14	11	3
First-class gardeners .....	.....	13	15	9
Gardeners .....	.....	12	6	9
Building and maintenance workers .....	.....	12	6	9
Groundsmen and other general workers .....	.....	11	18	0
The caretaker-gardener at McCarthy Home, Lower Hutt .....	.....	12	5	9

He shall be supplied with house, light, gas, and heating free of costs. The hours of work provisions of this award shall not apply to this worker so long as he is provided with a house rent-free and light, gas, and fuel, free of cost.

(b) Head gardener in charge of four or more other employees shall be paid an additional 7s. 6d. per week.

(c) A "first-class gardener" is a worker who is competent to, or who is engaged to, do the work of a nurseryman, or a landscape-gardener, or a plant propagator. The employer shall supply the union with the name of any worker coming under this classification within one month after his engagement or after the date of this award.

(d) A "gardener" is a worker not being a first-class gardener, but who is substantially employed in the cultivation of plants, shrubs, or vegetables, or who is classified as such by the employer.

(e) A "head gardener" is a worker engaged or appointed to control the work of other gardeners.

*Service Bonus*

4. A service bonus of 3s. 4d. per week shall be paid to each worker who has been employed continuously with the same employer for a period of two years, and this shall be increased to 5s. per week after five years of continuous service have been completed. Service prior to the date of making of this award shall count as qualifying service for the purpose of this clause.

*Overtime*

5.(a) All work done outside 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 and have not been notified by the employer on the previous day that they are required to do so, 5s. shall be allowed to such workers for meal-money.

(c) The employer may, in lieu of the 5s. provided for herein, supply the workers with a hot meal.

*Statutory Holidays*

6. (a) Workers shall receive and be paid for the following holidays: New Year's Day, 2 January, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, and Anniversary Day.

(b) Except as otherwise provided, any work done on any of the above holidays or on Sundays or Anzac Day shall be paid for at double time rates with a minimum of two hours.

(c) The employer shall pay wages for the named holidays to all workers performing work coming within the scope of this award who have been employed by him at any time during the fortnight ending on the day on which the holiday occurs.

(d) The provisions of the Public Holidays Act 1955 shall be deemed to be incorporated in this award.

#### *Annual Leave*

7. (a) The provisions of the Annual Holidays Act 1944 shall apply to workers covered by this award.

(b) After five years' service with the same employer or with any other hospital board, a worker shall be allowed 12 working days' annual leave.

#### *Sick Leave*

8. Employees shall receive one week's sick-leave on full pay for each year of service in the employ of the board, with a maximum of 24 weeks' accumulated sick-leave.

#### *General Provisions*

9. (a) An allowance of 2s. 6d. per day or part of a day shall be made to men working inside boilers, flues, and combustion chambers, and for other unusually dirty work. Flue work shall be restricted to six hours daily.

(b) Workers required to relieve the incinerator attendant shall be paid the higher rate for the time they are so relieving, based on an hourly computation.

(c) 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 9d. per hour with a minimum payment of 3s. 3d. per day, such payment to be additional to the wages prescribed herein.

(d) Youths may be employed by the board on a mutual arrangement between the board and the union.

(e) 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.

(f) Clogs shall be supplied to men working in combustion chambers, back-ends, and main flues.

(g) 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 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.

(h) Workers shall be paid 2s. 6d. per day extra whilst working with a scythe, operating a motor-mower, or operating power-driven cultivating equipment.

(i) Incinerator attendants and other workers who are required to perform dirty work affecting their clothing shall be supplied with overalls which shall be laundered by the employer and such overalls shall remain the property of the employer.

#### *Termination of Employment and Payment of Wages*

10. (a) Wages shall be paid weekly, during working hours on a regular pay day, which shall be not later than Thursday.

(b) When a worker is discharged or terminates his employment he shall be paid without delay.

(c) One week's notice of the termination of employment shall be given by the party desiring to terminate the employment or one week's wages paid or forfeited as the case may be, but nothing herein shall prevent the summary dismissal of a worker for misconduct.

#### *Variation of Duties*

11. 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.

#### *Accommodation*

12. (a) The employer shall provide suitable accommodation for workers to take meals and, where practicable, to change and dry clothing. The employer shall arrange for the accommodation to be kept clean and in a hygienic condition.

(b) Ablution facilities with soap and hot water, together with a supply of clean towels, shall be provided for the use of workers. Boiling water for tea times and meals shall be made available for workers.

#### *Disputes Committee*

13. 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 therewith and not dealt with in this award, 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 of 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 14 days after such decision has been made known to the party desirous of appealing.

#### *Workers to be Members of Union*

14. (a) Subject to the provisions of sections 174 (5) and 175 of the Industrial Conciliation and Arbitration Act 1954, 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 18 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 21 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 section 174 (3) of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.)

*Under-rate Workers*

15. (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 14 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.

*Requirements of Economic Stabilisation Regulations*

16. No worker bound by this award shall in any week be paid a lesser amount by his employer than the worker would have been entitled to be paid under this award if it had specifically applied the general order of the Court dated 18 September 1959 otherwise than by incorporation pursuant to the pronouncement of the Court dated 18 September 1959.

*Application of Award*

17. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every industrial union, industrial association, or employer who, not being an original party hereto, is, when this award comes into force, or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial districts to which this award relates.

*Scope of Award*

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

*Term of Award*

19. This award, in so far as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the 11th day of April 1960, and so far as all other provisions of the award are concerned, it shall come into force on the day of the date hereof; and this award shall continue in force until the 21st day of October 1961.

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 21st day of April 1960.

[L.S.]

A. TYNDALL, Judge.

## MEMORANDUM

The matters settled by the Court related to the industry to which the award applies (clause 1), hours of work (clause 2 (a) (iv) ), wages and classifications (clause 3 (a) and (b) ), annual leave for incinerator attendants at Wellington Hospital, and term of award including the operative date of provisions relating to wages.

In making the award the Court, in accordance with its pronouncement of 18 September 1959, has incorporated in such rates of remuneration as it thinks just and equitable, as an integral part of those rates, the effect of the general order of the same date. Also, to meet the requirements of regulation 5B of the Economic Stabilisation Regulations 1953 clause 16 has been inserted in the award.

The Court has inserted clause 1 in the form requested by the applicants with certain additional words which the Court deems advisable. It is suggested, however, that when the matter is again before a Council of Conciliation an attempt should be made to define the industry in more informative terms which will comply reasonably with section 148 of the Industrial Conciliation and Arbitration Act 1954.

A. TYNDALL, Judge.

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