

**AUCKLAND HOSPITAL BOARD GARDENERS' AND LABOURERS'—INDUSTRIAL AGREEMENT**

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

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 21st day of December 1960, between the Auckland and Suburban Local Bodies Labourers' and Related Trades Industrial Union of Workers (hereinafter referred to as "the union") and the Auckland Hospital Board (hereinafter referred to as "the employer") witnesseth that it is hereby mutually agreed and declared between the union and the employer as follows:

That, as between the parties hereto, the terms, conditions and provisions herein contained shall be binding on the said parties, and the said terms, conditions and provisions shall be deemed to form part of this agreement; and, further the said parties shall respectively observe every matter and thing by this agreement 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 agreement.

SCHEDULE

*Application of Agreement*

1. This agreement 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, who are in the employ of the Auckland Hospital Board.

*Hours of Work*

2. (a) The ordinary hours of work shall not exceed 40 hours in any one week of five days, Monday to Friday inclusive.

(b) The 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 incinerator attendants shall not exceed 40 per week or eight per day to be worked between 6.30 a.m. and 5 p.m. daily, Monday to Sunday inclusive as agreed upon between the employer and the union.

(d) A break of not more than one hour shall be allowed for lunch each day.

*Wages*

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

(a) (i) Senior gardener—

					Per Week		
					£	s.	d.
Grade 1:							
First year	.....	.....	.....	.....	15	5	10
Second year	.....	.....	.....	.....	15	10	10
Grade 2:							
First year	.....	.....	.....	.....	14	10	10
Second year	.....	.....	.....	.....	14	15	10

Senior gardener is a gardener who is placed in charge of other workers.

A senior gardener may be promoted to Grade 1 if, in the opinion of the board, advancement beyond Grade 2 is justified by reason of additional duties and responsibilities of the position or experience and ability of the worker, provided that in respect of Auckland, Cornwall, and Middlemore Hospitals, the senior gardener shall be classified as Grade 1.

		Per Week		
		£	s.	d.
(ii) Gardener—				
First year	.....	13	11	8
Second year	.....	13	19	2
A gardener is a worker who is substantially employed in the propagation, planting, and cultivation of plants, shrubs, or vegetables, or who is classified as such by the board.				
(iii) Groundsmen and labourers	.....	13	2	6
(b) Groundsmen when employed on scythe-work or a motor mower and ploughmen, an additional 1½d. per hour.				
(c) Labourers permanently attached to engineers' and plumbers' departments	.....	13	11	8
(d) Rat-catcher and drain cleaner	.....	13	11	8
(e) Licensed drain layers	.....	14	5	10
(f) Incinerator attendants	.....	13	17	6
(g) Men employed cleaning grease traps shall be paid 8d. per hour extra with a minimum payment of 2s. per day.				
(h) Where a worker comes into direct contact with faecal matter, he shall be paid at double ordinary rates.				
(i) A worker employed on erecting scaffolding shall be paid 4½d. extra per hour.				

#### Overtime

4. (a) Any time worked in excess of eight consecutive hours in any one day of 24 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) Holidays shall be allowed in accordance with the provisions of the Annual Holidays Act, provided, however, that after 10 years continuous service with the same employer, each worker shall for the eleventh and subsequent years be given an annual holiday of three weeks on full pay.

The qualifying date for the commencement of this provision shall be the date of the commencement of the employment.

(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.

(c) Time worked on any of the above holidays shall be paid for at double time rates in addition to the holiday pay.

(d) Should any of the holidays mentioned in sub-clause (b) of this clause except Anzac Day, fall on a Saturday or a Sunday such holiday shall be observed on the next working day or days.

(e) Where any person has worked for the board at any time during the fortnight ending on the day on which any of the above holidays in sub-clause (b) occurs, he shall be entitled to receive payment for that holiday, provided that where he has been employed by any other employer during that period he shall be entitled to one payment only for that holiday.

(f) A worker who has been certified as fit to resume work on any of the above holidays following sick leave or absence because of an accident and who reports for duty on the day immediately following such holiday shall be paid for such holiday, provided that no worker shall be paid or receive any other monetary benefit twice for the one day.

*Sick Leave*

6. Every employee after six months' continuous service shall be entitled to sick leave with pay up to two working weeks or 10 working days in any one year: Such sick leave to be made cumulative to meet the contingency of prolonged and serious illness. The employer may require a medical certificate as proof of illness in all cases, but a medical certificate must be produced if the period of sickness extends beyond three working days.

*Transport*

7. (a) Where work to be performed is situated at a greater distance than 2 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 2 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*

8. Piecework by labourers is prohibited.

*Higher Grade Workers*

9. 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*

10. All tools shall be provided and kept in good order by the employer.

*Dirty Work*

11. (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 3½d. 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*

12. 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 provision for boiling water for meals. Change-house shall 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*

13. (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*

14. Where any worker is called upon to work in excess of two hours after the ordinary times for ceasing work, such worker shall receive 5s. meal-money if that worker cannot reasonably journey to and from his home for a meal.

#### *Morning and Afternoon Tea*

15. Intervals of not more than 10 minutes shall be allowed for morning and afternoon tea.

#### *Oilskins and Gum Boots*

16. (a) Oilskins, gloves, and overalls shall be available for the use of incinerator attendants, and gum boots for the incinerator attendant at the Greenlane Hospital.

(b) Gum boots shall be available for gardeners or labourers when a worker is required to work in water or slush.

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

(d) Other workers shall be provided with oilskins, gloves and overalls when the nature of the work requires them.

#### *Payment of Wages*

17. (a) Wages shall be paid in full weekly, or fortnightly by arrangement with the union, during the working hours, and shall be paid in cash.

(b) In the case of dismissal, one week's notice shall be given by either party of the termination of employment but nothing in this clause shall prevent an employer from summarily dismissing a worker for mis-conduct.

(c) Engagements shall be deemed a weekly engagement and no deduction shall be made therefrom except for time lost by the worker through sickness, accident or default.

### *Part-time Workers*

18. (a) Part-time workers may be employed under the terms of this agreement and subject to the written consent of the union being obtained. Part-time workers are workers regularly employed for less than 40 hours per week.

(b) Part-time workers shall be paid *pro rata* on the basis of the weekly wage provided herein, plus one twentieth. The hours of employment of part-time workers shall be continuous except for a meal interval not exceeding one hour.

(c) Unless the hours of employment of part-time workers are limited to the hours set out in the written consent of the union, such workers shall be entitled to the full wages described in clause 3 hereof.

### *Board and Lodging*

19. Board and lodgings or meals, where provided, shall be on the same basis as provided from time to time in the New Zealand Hospitals Domestic Workers Award. The employer shall advise the union when any alteration in the charges for board and lodgings or meals occurs in that award.

### *Workers' Representative*

20. The workers' representative shall have the right of entry at all reasonable times on any of the works 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*

21. (a) Subject to the provisions of subsection (5) of section 174 of the Industrial Conciliation and Arbitration Act 1954, 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 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 agreement 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 agreement, and shall be liable accordingly.

### *Matters Not Provided For*

22. Any dispute in connection with any matter not provided for in this agreement 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*

23. Any worker not enumerated in this agreement shall be paid such rate of wages as may be agreed upon between the employer and the representative of the union.

*Term of Agreement*

24. This agreement shall come into force on the 1st day of December 1960, and shall continue in force until the 30th day of November 1961.

Signed on behalf of the Auckland Hospital Board:

R. E. ROBERTS, Assessor.  
H. H. BUSWELL, Assessor.

Signed on behalf of the Auckland and Suburban Local Bodies Labourers' and Related Trades Industrial Union of Workers:

E. R. MACKEN, President.  
H. F. CALLAGHER, Secretary.

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