

NEW ZEALAND

DEPARTMENT OF LABOUR

AWARDS, AGREEMENTS, ORDERS, AND DECISIONS

MADE UNDER THE

Industrial Conciliation and Arbitration Act, the Apprentices
Act, the Labour Disputes Investigation Act, and
Other Industrial Legislation

NORTH CANTERBURY HOSPITAL BOARD GARDENERS—INDUSTRIAL AGREEMENT

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

THIS industrial agreement made pursuant to the Industrial Conciliation and Arbitration Act 1954, this 17th day of January 1962 between the North Canterbury Hospital Board (hereinafter called "the employer") of the first part, and the Canterbury General and Builders' 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 but who has neither served an apprenticeship nor qualified in accordance with the preceding clause.

Hours of Work

3. (a) The ordinary hours of work shall not exceed 40 per week or eight per day, to be worked between the hours of 7.30 a.m. and 5 p.m. from Monday to Friday, both days inclusive.

(b) No worker shall be employed continuously for more than four and a half hours without an interval of at least three-quarters of an hour for a meal.

Wages

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

| | |
|---|----------|
| Qualified gardeners in charge at Princess Margaret Hospital, Christchurch Hospital, Cashmere Sanatorium, Burwood Hospital, Jubilee Home, Taurangi Home and Marshland Farm | Per Week |
| | £ s. d. |
| | 15 19 2 |
| Qualified gardeners or nurserymen | 14 14 7 |
| Unqualified gardeners | 13 18 7 |

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

(c) Leading hands in charge of three and up to 10 workers shall be paid 4s. per day extra. Gangers in charge of over 10 workers 5s. per day additional.

(d) Men employed topping trees and axemen shall be paid 3s. per day extra. This additional rate shall also apply to workers operating power saws.

When workers are loading or unloading fresh farmyard manure, they shall be paid 4s. per day extra or part thereof.

(e) Workers employed as firefighters shall be paid a flat rate of 8s. per hour whilst so engaged with a minimum rate for two hours if called out after working hours.

Females

5. (a) Females shall be paid not less than the following rates:

| | |
|-------------|----------|
| | Per Week |
| | £ s. d. |
| First year | 6 0 0 |
| Second year | 7 0 0 |
| Third year | 7 15 0 |
| Fourth year | 9 0 0 |
| Thereafter | 10 0 0 |

Provided that females of the age of 18 years and upwards shall be paid not less than £7 15s. per week for the first year and thereafter according to scale.

Workers who have completed three months service shall receive 3s. 8d. per week in addition to the rates prescribed in clauses 4 and 5 hereof.

Overtime

6. All time worked outside or in excess of the hours hereinbefore mentioned 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. For work on Saturdays, a minimum of two hours shall be paid for. All work done on Sundays shall be paid for at double ordinary rates with a minimum payment as for two hours work. All overtime shall be calculated on a daily basis.

Payment of Wages and Termination of Engagement

7. All wages shall be paid each week in working hours on the regular pay day, not later than Thursday. One week's notice on either side shall terminate the engagement, but this shall not prevent the Board from summarily dismissing a worker for misconduct.

Provided that any worker under suspension or notice to terminate shall have the right of appeal, first to the Department head, and failing satisfactory settlement, to the committee concerned, and finally if necessary to the Board before being dismissed from the Board's service.

Any employee exercising this right of appeal as aforesaid, shall be permitted to be accompanied by an advocate who is an officer of the union bound by this agreement.

Tools

8. All tools shall be supplied by the Board.

Holidays

9. (a) 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 and 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 Saturday or Sunday, the following Monday or Tuesday shall be observed or both.

(c) For work done on any of the holidays named in sub-clause (a) hereof, workers shall be paid at the rate of double ordinary time, such payments to be in addition to the ordinary holiday pay, with a minimum payment as for two hours' work.

(d) Workers in the Board's employ at any time during the fortnight ending on the day on which any of the holidays referred to in sub-clause (a) hereof occurs, shall be entitled to receive payment for such holidays in accordance with the provisions of the Factories Act 1946.

(e) The terms of the Annual Holidays Act shall apply to workers covered by this agreement provided that workers on completion of the tenth and subsequent years of continuous service shall be entitled to receive an annual holiday of 15 working days on full pay.

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) Re-imburse the worker with any additional cost incurred by him in 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 or overtime rates as the case may be.

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 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 14 days after such decision has been 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.

Accommodation

13. The Board shall provide accommodation at each institution or depot to enable workers to change their clothes and have their meals and shall provide adequate sanitary accommodation for the workers. Hot and cold water, wash basins and soap or a liquid equivalent shall also be provided. Where considered necessary in any establishment appropriate heating shall be provided.

Sick Leave and General Provisions

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

(b) Where employees are required to work outside in wet weather they shall be provided with oilskin coats, leggings and sou'westers but not more than once in any year.

(c) Men handling slabs in plantations and workers in greenhouses and animal pens shall be supplied with gloves and overalls.

(d) Workers cutting, pruning or transplanting thorny or prickly plants, shrubs etc. shall be supplied with gloves.

(e) Workers required to attend stoves shall be supplied with overalls.

(f) Workers operating spray pumps (manual or mechanical) shall be supplied with protective clothing including gloves and masks.

(g) Gloves, masks, and other protective clothing or equipment as determined by the Department of Health for workers mixing or handling poisonous substances or working where poisonous or dangerous fumes are present or suspected, shall be available. Female employees shall be supplied with smocks or other appropriate protective clothing with renewals as required.

(h) Knee gum boots shall be provided where circumstances warrant.

(i) Overalls and safety belts for axemen topping trees etc. shall be available on request.

(j) All equipment must be returned to store before new is issued and all equipment issued to employees remain the property of the Board.

(k) Modern first-aid emergency cases fully equipped shall be kept in convenient and accessible places on each job.

(l) The Board shall provide protection for workers from rain, hail, snow and wind whilst they are being conveyed to and from work in the Board's vehicle.

Right of Entry

15. The secretary or other authorised 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 employer's business.

Meal Money

16. Where a worker is called upon to work overtime later than one hour after his ordinary knocking-off time for the day, the employer shall provide such worker with a meal or pay 5s. 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.

Refreshments

17. An interval of 10 minutes shall be allowed during each morning and afternoon.

Workers to be Members of Union

18. (a) It shall not be lawful for an employer bound by this agreement to employ, or to continue to employ in any position or employment subject to this agreement, any person who is not for the time being a member of an industrial union of workers bound by this agreement.

(b) The employer shall upon written request by the secretary of the union, supply him with a list of workers covered by this agreement.

(c) It shall be a breach of this agreement for any worker to accept employment and work under this agreement without becoming and remaining a financial member of the union.

(NOTE—Attention is drawn to section 174 (3) of the Industrial Conciliation and Arbitration Act 1954 which gives workers the right to join the union.)

Under Rate Workers

19. 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 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 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 shall be deemed to have come into force on the 12th day of October 1961 and shall continue in force until the 11th day of October 1963.

Signed on behalf of the North Canterbury Hospital Board this 17th day of January 1962—

L. C. L. AVERILL, Chairman.
J. G. LAURENSEN, Secretary.

Signed on behalf of the Canterbury General and Builders Labourers and Related Workers Industrial Union of Workers this 17th day of January 1962—

G. BRADY, President.
JAS. SHANKLAND, Secretary.
