

**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 14th day of May 1962, 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) Except as otherwise provided in this agreement, the ordinary hours of work shall not exceed 40 per week, of which not more than eight hours shall be worked on each of five days of the week, Monday to Friday inclusive, between the hours of 7.30 a.m. and 5 p.m.

(b) Incinerator Attendants.

(i) The ordinary hours of work for these workers shall not exceed 40 hours per week or eight per day, to be worked on any five of the seven days of the week between the hours of 6.30 a.m. and 5 p.m.

(ii) Days off duty each week for workers covered by this sub-clause shall be consecutive.

(iii) Workers under this sub-clause shall be entitled to time and a half for work performed on Saturday and double time for work performed on Sunday when it is part of the normal 40 hour week in accordance with this subclause.

*Meal, Morning and Afternoon Tea Break*

3. (a) A meal period of not less than half an hour nor more than one hour shall be allowed.

(b) A worker shall not be required to work for more than five hours continuously without being granted a break for a meal.

(c) When a worker is not allowed a break for a meal after working more than five hours continuously, he shall, from the time such break was due till the break is allowed, be paid a half ordinary time rate (in addition to the rate appropriate to the time): Provided that when the ordinary hours extend into overtime a worker

shall be paid a half ordinary time rate (in addition to the rate appropriate to the time) only after two hours overtime is worked beyond the time the meal break was due and this payment shall continue until the break is allowed.

(d) An interval of not more than 10 minutes shall be allowed for morning and afternoon tea. Boiling water shall be supplied by the employer.

(e) When a worker is required to work not less than four hours continuous overtime such workers shall be allowed a 10 minute break at the expiration of the first two hours of such overtime.

### Wages

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

(a) Foreman—	Rate from 1 October 1961			Rate from 1 March 1962			Rate from 1 April 1963		
	£	s.	d.	£	s.	d.	£	s.	d.
Grade 1: First Year	15	17	6	16	2	6	16	5	10
Second Year	16	2	6	.....	.....	.....	.....	.....	.....
Grade 2: First Year	15	2	6	15	7	6	15	10	10
Second Year	15	7	6	.....	.....	.....	.....	.....	.....

A foreman is a worker who is placed in charge of institutional grounds and has control of other workers.

A foreman 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 foreman shall be classified as Grade 1.

A foreman who is also a qualified gardener and specifically classified as such by the Board on or after 26 March 1962 shall be paid an additional 16s. 8d. per week over and above the rate for a Grade 1 foreman. This additional rate shall apply as from 1 March 1962.

(b) Gardeners specifically classified as such	Rate from 1 October 1961			Rate from 1 March 1962			Rate from 1 April 1963		
	£	s.	d.	£	s.	d.	£	s.	d.
.....	.....	.....	.....	15	19	2	15	19	2

A gardener shall mean a worker who has served a full term horticultural apprenticeship or any worker whom the Board may deem competent to carry out the work of a gardener.

It is hereby agreed and understood that all grounds and garden staff in the employ of the Board at the date of the making of this agreement shall be re-classified by the Board and the above rate of £15 19s. 2d. shall be paid to those workers specifically classified and designated by the Board as gardeners.

(c) Hospital Groundsmen	Rate from 1 October 1961			Rate from 1 March 1962			Rate from 1 April 1963		
	£	s.	d.	£	s.	d.	£	s.	d.
.....	13	14	2	14	0	10	14	4	2

A hospital groundsmen shall mean a semi-skilled worker employed to carry out maintenance work in hospital grounds or gardens, but this does not include such skilled tasks as propagation, potting and charge of plants under glass.

Provided that any worker who at the date of this agreement was paid as a gardener and who has not now been classified as such under subclause (b) of this clause shall receive an increase of not less than 11s. 8d. per week as from 1 October 1961, or from date of appointment if later than 1 October 1961, in addition to the actual rate being paid on 1 October 1961 or such later date.

Hospital groundsmen when employed on scythe work or motor mowing, and ploughmen, shall be paid an additional 1½d. per hour.

	Rate from 1 October 1961			Rate from 1 March 1962		
	£	s.	d.	£	s.	d.
(d) Labourers .....	13	14	2	13	14	2
(e) Labourers permanently attached to engineers', carpenters' and plumbers' departments .....	14	3	4	14	3	4
(f) Rat-catcher and drain cleaner .....	14	3	4	14	3	4
(g) Licensed drainlayer .....	14	17	6	15	15	10
(h) Incinerator attendants .....	14	9	2	14	9	2

(i) Men employed cleaning grease traps shall be paid 8d. per hour extra with a minimum payment of 2s. per day.

(j) Where a worker comes into direct contact with faecal matter, he shall be paid at double ordinary rates.

(k) A worker employed on erecting scaffolding shall be paid 4½d. extra per hour.

(l) No worker in receipt of a higher rate of pay shall have his wages reduced because of the coming into force of this agreement.

(m) If a worker loses time through sickness, accident or his own default his weekly rate of pay shall be reduced proportionately for the time so lost. Time lost through a worker's default shall include:

- (i) Absence without leave.
- (ii) Refusal to work after the officer in charge (or other authorised person) has decided that work shall continue in doubtful weather conditions.
- (iii) Not reporting for work on a wet day.
- (iv) Leaving the works on a showery day without permission of the officer in charge (or other authorised person).
- (v) Failure to stand by or to carry out alternative work or to work in the rain when so directed in terms of sub-clause 8 (b).

### *Overtime*

5. (a) Except where otherwise provided, all time worked in any one day beyond the hours hereinbefore mentioned shall be considered overtime and shall be paid for at the following rates: time and a half for the first three hours and thereafter double time.

(b) All work performed on Sundays shall be paid for at double ordinary rates and except as otherwise provided all work performed after 1 p.m. on Saturdays shall be paid at double ordinary rates.

(c) Any worker called out for special work not pre-arranged and who performs the work outside ordinary hours shall be paid at the rate of double time with a minimum payment of three hours.

(d) When a worker is called back to work after the usual terminating time or before the usual time for commencing work (other than work as described in sub-clause (b) hereof) a worker shall be paid not less than three hours at the specified overtime rates.

(e) Workers required to perform overtime on Saturday or Sunday (other than work described in sub-clause (c) hereof) shall receive a minimum payment of three hours.

(f) The rate for "wet place" overtime shall be computed on the ordinary "wet place" rate of time and one third, i.e.

(i) Time and one-half rate =  $T1\frac{1}{2} \times 1\frac{1}{3} = T2$ .

(ii) Double time rate =  $T2 \times 1\frac{1}{3} = T2\frac{2}{3}$ .

(g) No worker who works at least four hours overtime between the ordinary time for ceasing work and 3 a.m. the next day shall be required to work ordinary time unless double rates are paid or an eight hour break has occurred. Where by virtue of the eight hour break he loses time on the second day such time shall be paid for at ordinary rates.

#### *Special Payments*

6. (a) Tar, bitumen, creosote, weed spraying, etc.:

(i) Workers, other than a worker for whom a special rate has been determined by agreement with the union, engaged in boiling, spreading, mixing or handling asphalt, tar, bituminous mixtures, creosote, road oil or similar substances and metal-spreaders working in conjunction with sprayers, shall be paid 4d. per hour extra with a minimum payment of 1s. per day.

(ii) Tar or bitumen sprayers, other than a worker for whom a special rate has been determined by agreement with the union, shall be paid 6d. per hour extra with a minimum payment of 1s. 6d. per day. This shall not be additional to the rate shown in (i) above.

(iii) Workers employed on weed spraying shall be paid 4d. per hour extra with a minimum payment of 1s. per day.

(b) *Cement*—A worker other than a concrete worker required to handle dry cement (including cement in bags) for one hour or more shall be paid an allowance of 1s. per day.

#### *Allowances*

7. (a) *Meal Allowances When Working Overtime*—The employer shall allow meal money at the rate of 5s. per meal when workers are required to work overtime after 6 p.m. on any ordinary working day and after 1 p.m. on Saturday, Sunday and award holidays; provided that such workers cannot reasonably get home for their meals.

(b) *Dirty Work*—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.

(c) *Uniforms and Overalls*—The Board shall, where uniforms and overalls are provided and worn, arrange for these to be laundered at the Board's expense.

#### *Work in the Rain*

8. (a) Subject to the provision of clause 4 (m) hereto and sub-clause (b) below, time lost through wet weather shall not be deemed to be time lost through workers' default.

(b) The officer in charge (or other authorised person) may, where the conditions are considered to be too wet for normal work, direct some or all workers to stand by or carry out alternative work or to continue with essential work, and in the event of a worker refusing such directions the worker is deemed to have lost time through his own default.

(c) A worker directed by the officer in charge to work in the rain when conditions have been declared too wet for normal work (as provided in sub-clause (b) above) shall be paid, in addition to the weekly wage, one third of his hourly rate for all time so worked.

(d) A worker who has been working in the rain and has become wet shall be deemed to be working in the rain for the remainder of the day (or until he has had the opportunity to change his clothes) even though the rain has ceased.

### *Holidays*

9. (a) 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.

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

(c) Should any of the holidays mentioned in sub-clause (a) 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.

(d) 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 (a) 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.

(e) 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.

### *Annual Holidays*

10. (a) A worker who has had 12 months' continuous service with the Board shall be allowed an annual holiday of two weeks on pay, and for the tenth and consecutive years of service he shall be allowed three weeks. If the worker's engagement is terminated before the completion of 12 months' service he shall be paid a proportionate amount of holiday pay.

(b) Not less than 28 days' notice of the date on which the annual holidays will commence shall be given to each worker.

### *Sick Leave*

11. 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.

### *Part-time and Casual Workers*

#### 12. *Part-time:*

(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 4 hereof.

*Casual:*

- (d) Casual workers shall be paid *pro rata* on the basis of the weekly wages provided herein, plus 15 per cent, and all casual workers employed under this clause shall be paid for a minimum of four hours.
- (e) A worker shall be deemed to be employed as a casual worker under this clause if he or she is engaged specifically for a period of less than five days.

*Higher Grade Workers*

13. Where any worker is put to do work of a higher grade he shall be paid the higher rate of wages while so employed.

*Piecework*

14. Piecework by labourers is prohibited.

*Payment of Wages*

15. (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, workers shall be paid within half an hour of the termination of employment, and if detained longer than the time mentioned, they shall be paid extra time as they are detained, except a worker summarily dismissed.

(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.

(d) A statement detailing wages, overtime and all deductions from workers' wages shall be made available to all workers.

*Termination of Employment*

16. In the case of workers other than casual hands, a week's notice of dismissal or resignation shall be given by the employer or the worker; but this shall not prevent the employer from dismissing any worker for misconduct or any other good cause and such worker shall be paid only the wages due to the time of dismissal.

*Board and Lodging*

17. Board and lodging 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 lodging or meals occurs in that award.

*Transport and Travelling Time*

18. (a) Where work to be performed is situated at a greater distance than  $1\frac{1}{2}$  miles by the nearest means of access for pedestrians from the employer's hospital or other point upon which the parties may mutually agree, the worker shall proceed or be conveyed to and from such work at the expense of the employer (as the employer shall determine).

(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) Time reasonably occupied in travelling or time occupied in conveying workers to and from such work beyond  $1\frac{1}{2}$  miles from the hospital, the point agreed upon, or the worker's home, whichever is the less, shall be allowed and paid for by the employer.

(d) No worker residing less than  $1\frac{1}{2}$  miles from the place where the work is to be performed shall be entitled to the allowance mentioned in this clause, nor any worker who is substantially employed in any one locality.

(e) 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.

#### *Protective Clothing*

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

(b) Gumboots shall where necessary be supplied by the employer to all workers when the worker is working in water, slush or wet concrete or any other conditions where the wearing of gumboots is necessary to protect the worker.

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

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

#### *Accommodation*

20. (a) Satisfactory facilities for eating meals shall be provided for all workers, including the provision of boiling water and facilities for heating food.

(b) Where the nature of the work requires it, baths or showers with hot and cold water and soap and towels shall be provided.

(c) Suitable cloak and toilet accommodation shall be provided.

(d) The provisions of the Safety and Health Section of the Factories Act 1946 shall be deemed to be incorporated in this agreement.

(e) Facilities shall be provided to enable workers to dry their clothes.

#### *General Provisions*

21. (a) *Tools*—All tools shall be provided and kept in good order by the Board.

(b) *Conveyances*—When workers are being conveyed by the Board to and from work as part of their normal work, the truck shall have the necessary seating accommodation.

(c) *Construction Act 1959*—Work performed by workers covered by this agreement shall, where applicable, be performed in compliance with the provisions of the Construction Act 1959 and its regulations.

(d) *Old Sewers*—Before work on old sewers has commenced it must first receive adequate ventilation and disinfection where necessary.

(e) *Notices*—The current copy of the industrial agreement and other official notices relating to workers' rates of pay or general conditions, rules or regulations in connection with the job, shall be posted on official notice boards readily accessible to workers.

(f) The present practice of the Board in respect to supplying workers with oilskins, gumboots, rubber gloves etc. shall continue during the currency of this agreement.

#### *Accidents*

22. (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.

(e) The attention of all workers is drawn to the provisions contained in section 19 (3) of the Construction Act 1959, which reads as follows:

“(3) Except for the purpose of saving life or preventing further injury or preventing serious danger to life or property, the part of the construction work where the accident occurred shall not, if a continuance of the work is likely to prevent discovery of the cause of the accident, be interfered with and no person shall do any act likely to prevent the discovery of the cause of the accident until authorised by an Inspector.”

(f) In the event of a serious accident the officer in charge shall notify the union.

#### *Workers Not Provided For*

23. (a) 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. Any such rate shall be based on a similar rate in the Auckland City Council Agreement.

(b) As far as it is reasonable, department heads shall advise the union of any new undertakings which create categories not provided for in this agreement.

#### *Matters Not Provided For*

24. 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' Representative*

25. 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.

#### *Unqualified Preference*

26. (a) Any adult person engaged or employed in any position or employment subject to this agreement by the employer shall, if he is not already a member of the Auckland and Suburban Local Bodies Labourers and Related Trades Industrial Union of Workers, become a member of the Auckland and Suburban Local Bodies Labourers and Related Trades Industrial Union of Workers within 14 days after his engagement, or after this clause comes into force; as the case may require.

(b) Subject to sub-clause (a) hereof, every adult person so engaged or employed shall remain a member of the Auckland and Suburban Local Bodies Labourers and Related Trades Industrial Union of Workers so long as he continues in any position or employment subject to this agreement.

(c) Every worker obliged under sub-clause (a) hereof to become a member of the Auckland and Suburban Local Bodies Labourers and Related Trades Industrial Union of Workers who fails to become a member as required by that sub-clause, after being requested to do so by any officer or authorised representative of the union, and every worker who fails to remain a member of the union in accordance with sub-clause (b) hereof, commits a breach.

(d) The employer bound by this agreement commits a breach of this agreement if he continues to employ any worker to whom sub-clauses (a) and (b) apply, after having been advised by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or, that the worker having become a member of the union has failed to remain a member.

(e) For the purpose of sub-clause (a) "adult person" means a person of the age of 18 years or upwards, or a person who, for the time being, is in receipt of not less than the minimum rate of wages prescribed for adult workers by this agreement.

#### *Term of Agreement*

27. This agreement shall come into force so far as wages are concerned on the 1st day of October 1961, and in all other respects on the 1st day of April 1962, and shall continue in force until the 31st day of March 1963.

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.