
COOK HOSPITAL BOARD LABOURERS' AND GARDENERS—
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, on 28 May 1962 between the Cook Hospital Board (hereinafter called "the employer") of the one part and the Poverty Bay General Labourers' and Related Trades' Industrial Union of Workers (hereinafter called "the union") of the other part whereby it is mutually agreed by and between the said parties as set out in the following Schedule:

SCHEDULE

Hours of Work

1. (a) The ordinary hours of work shall not exceed 40 per week nor eight per day to be worked between 7.30 a.m. and 5 p.m. Monday to Friday, both days inclusive.

(b) It shall be competent for one groundsman or one gardener to be called upon to attend at the hospital on Saturday mornings for the purpose of doing any necessary work in connection with his duties. Provided that in no case shall 40 hours per week be exceeded without payment of wages hereinafter prescribed.

Wages

2. (a) The following shall be the minimum weekly rate of wages:

	£	s.	d.
Head groundsman gardener	14	19	5
Groundsman or general workers	13	14	8

(b) Casual workers 6 6 per hour.

(c) A casual worker is a worker who is employed by the board for a period of less than five consecutive days.

Overtime

3. (a) All work done outside of or in excess of the hours prescribed in clause 1 hereof shall be considered overtime and shall be paid for at the rate of time and 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, 3s. 6d. shall be allowed to such workers for meal money.

(c) The employer may, in lieu of the 3s. 6d. prescribed for meal money, supply the worker with a hot meal.

Statutory Holidays

4. (a) The following holidays shall be the recognised holidays and shall be paid for at ordinary rates of pay. New Year's Day, 2 January, Anniversary Day (Auckland Province), Good Friday, Easter Monday, Anzac Day, Sovereign's Birthday, Labour Day, Christmas Day and Boxing Day.

(b) The employer shall pay wages for the above 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.

(c) Should any worker be required to work on the holidays prescribed herein, he shall be paid for at double rates in addition to the ordinary rates.

(d) If any holidays other than Anzac Day, fall on the Saturday or Sunday, then the following Monday and Tuesday shall be observed as such.

(e) Where any worker has been employed upon work coming within the scope of this award by more than one employer during the fortnight ending on the day on which any of the above holidays occur, he shall be entitled to receive payment for the holiday from such one or more of those employers, and if more than one, in such proportions as the Inspector of Awards determine.

Holiday Leave

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

Sick Leave

6. Every employee covered by this agreement shall be entitled to sick leave on pay as provided for in the general by-laws and regulations of the Cook Hospital Board.

General Provisions

7. (a) Workers employed cleaning or repairing blocked or defective sewers shall be paid for at double ordinary rates. When workers are required to come into contact with faecal or sewerage or infectious matter or when spraying trees or spreading artificial manure or any other type of "dirty work" not specified, they shall be paid 8d. per hour additional to the ordinary rates of wages prescribed herein and the employer shall provide face masks to protect workers from such

spray or manure. When operating mechanical equipment of 5 h.p. or over workers shall be paid 4½d. per hour additional to the ordinary rate of wages prescribed herein. Workers employed at the Memorial Home shall be issued with protective clothing viz. oilskins, leggings and gumboots.

(b) This agreement shall not operate so as to reduce the wages of any workers at present employed by the board and enjoyed by the employee at the time of the coming into force of this agreement and shall not re-act to the detriment of those workers who are now receiving a higher rate of pay.

(c) One week's notice of the termination of the employment shall be given by either party in the case of weekly workers, and two hours notice shall be given in the case of casual workers.

(d) The secretary or any other authorised person of the union shall be allowed reasonable facilities to enter any premises or works under the control of the board to interview the members of the union, but so as not to unreasonably interfere with the work of the board.

Variation of Duties

8. Nothing in this agreement shall prevent any worker covered by this agreement from doing any 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.

Disputes Committee

9. 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 award or any of them, as to any matter whatsoever arising out of or connected herewith, and not dealt with in this agreement, every such dispute or difference shall be referred to a committee to be composed of two representatives on 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 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.

Scope of Agreement

10. This agreement shall apply to the gardeners and general workers at all establishments controlled by the Cook Hospital Board.

Workers to be Members of the Union

11. (a) Any adult person engaged or employed in any position or employment subject to this award by any employer bound by this award shall, if he is not already a member of a union of workers bound by this award, become a member of such union 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 a union of workers bound by this award so long as he continues in any position or employment subject to this award.

(c) Every worker obliged under sub-clause (a) hereof to become a member of a union who fails to become a member as required by that sub-clause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with sub-clause (b) hereof commits a breach of this award.

(d) Every employer bound by this award commits a breach of this award if he continues to employ any worker to whom sub-clause (a) and (b) apply, after having been notified 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 purposes of this clause '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 award.

Increase in Remuneration

12. The rates of remuneration determined by this agreement include the general order of the Court made under the Economic Stabilisation Regulations 1953 and dated the 12th day of October 1959, and are *not* to be increased thereby.

Term of Agreement

13. This agreement 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 1st day of November 1961, 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 agreement shall continue in force until the 31st day of October 1963.

In witness whereof those presents have been executed the day and year first hereinbefore written.

For and on behalf of the Cook Hospital Board:

J. B. WILLIAMS, Chairman.
P. J. BETTERIDGE, Secretary.

For and on behalf of the Poverty Bay General Labourers' and Related Trades Industrial Union of Workers:

J. M. FLETCHER, President.
W. N. WINDLE, Secretary.
