

NEW ZEALAND ENGINE DRIVERS, FIREMEN, AND GREASERS (HOSPITAL SECTION)—AWARD

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

In the Court of Arbitration of New Zealand, Northern, Taranaki, Wellington, Marlborough, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the New Zealand Engine Drivers, Firemen, Greasers and Assistants Industrial Union of Workers (hereinafter called “the union”) and the under-mentioned union and boards (hereinafter called “the employers”):

New Zealand Hospital Boards Industrial Union of Employers, D.I.C. Buildings, Lambton Quay, Wellington.

NORTHERN INDUSTRIAL DISTRICT

Auckland Hospital Board, Wellesley Street East, Auckland.
Mater Misericordiae Hospital, Mountain Road, Mt. Eden, Auckland.
Northland Hospital Board, Whangarei.
Tauranga Hospital Board, Tauranga.
Thames Hospital Board, Thames.
Waikato Hospital Board, Hamilton.

TARANAKI INDUSTRIAL DISTRICT

Hawera Hospital Board, Hawera.
Patea Hospital Board, Patea.
Stratford Hospital Board, Stratford.
Taranaki Hospital Board, New Plymouth.

WELLINGTON INDUSTRIAL DISTRICT

Dannevirke Hospital Board, Dannevirke.
Hawke's Bay Hospital Board, Napier.
Little Company of Mary Hospital—Calvary Hospital, Florence Street, Wellington.
Palmerston North Hospital Board, Palmerston North.
Waipawa Hospital Board, Waipukurau.
Wairarapa Hospital Board, Masterton.
Wairoa Hospital Board, Wairoa.
Wellington Hospital Board, Wellington.
Wanganui Hospital Board, Wanganui.

MARLBOROUGH INDUSTRIAL DISTRICT

Marlborough Hospital Board, Blenheim.

NELSON INDUSTRIAL DISTRICT

Nelson Hospital Board, Nelson.

WESTLAND INDUSTRIAL DISTRICT

Buller Hospital Board, Westport.
 Grey River Hospital Board, Greymouth.
 Westland Hospital Board, Hokitika.

CANTERBURY INDUSTRIAL DISTRICT

Ashburton Hospital Board, Ashburton.
 Calvary Hospital, Bealey Avenue, Christchurch.
 North Canterbury Hospital Board, Riccarton Road, Christchurch.
 South Canterbury Hospital Board, Church Street, Timaru.
 St. George's Private Hospital, Milford Street, Christchurch.

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT

Otago Hospital Board, 12 Hanover Street, Dunedin.
 Presbyterian Social Service Association Hospital for Aged, Oamaru.
 Southland Hospital Board, 41 Tay Street, Invercargill.
 South Otago Hospital Board, Balclutha.
 Waitaki Hospital Board, Oamaru.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the terms of settlement arrived at in the above-mentioned dispute and forwarded directly to the Court pursuant to the provisions of section 130 of the Industrial Conciliation and Arbitration Act 1954, 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 24th day of June 1965 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 5th day of November 1963.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Industry to Which Award Applies

1. This award shall apply to enginedrivers and firemen and to workers substantially employed in assisting enginedrivers and/or firemen in the employ of all hospital boards and other hospitals throughout New Zealand.

Hours of Work

2. (a) The ordinary hours of work shall be 40 per week, eight hours each day on any five days of the week, by day or night as the employer requires.

(b) The hours of work each day shall be worked continuously with or without an interval for a meal. In the case of day workers (other than shift workers) the meal interval, if given, shall not exceed one hour. If a meal interval is not given, sufficient time shall be allowed for a meal to be taken without a complete cessation of duties; in the case of shift workers, crib time of not less than 20 minutes shall be allowed and included in the hours worked.

(c) Shifts may be worked during any part of the day or night: Provided that where any part of a shift falls outside of the hours 6.30 a.m. and 6 p.m. a shift rate of 5s. per shift extra shall be paid.

(d) In cases where two or more shifts are worked in any period of 24 hours, the men employed shall change shifts weekly or as may be agreed between the particular employer and the men through the local branch of the union.

The commencing times for each shift shall be fixed by the employer and except as may otherwise be agreed between the employer and the workers concerned, or in the event of emergency, shall not be altered by the employer except subject to a week's notice to the worker concerned.

(e) Any worker called upon to perform work shall be paid for a minimum period of eight hours per day or shift. This provision, however, shall not apply to work coming within the scope of clauses 5 (f) and 14 of this award.

(f) The week shall be deemed to commence at midnight on Saturday and finish at midnight on the Saturday following.

Wages

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

	Per Week
	£ s. d.
(a) Where the work that an enginedriver is employed to do requires that he shall hold a first-class certificate as a stationary enginedriver and he is the holder of such a certificate	15 16 5
(b) Where the work that an enginedriver is employed to do requires that he shall hold a second-class certificate as a stationary enginedriver and he is the holder of such certificate	15 5 0
(c) Where the work that a worker is employed to do does not require that he shall hold any certificate	14 10 0

Dirt Money

4. (a) When workers are required to enter flues or back-end smoke boxes for the purpose of cleaning them or to chip and/or clean the interior of boilers they shall be paid 1s. 8d. per hour extra, with a minimum of 3s. 4d. per day.

A worker in charge of a boiler or boilers under steam shall not be called upon at the same time to perform or assist in the performance of the foregoing work.

When workers are required to clean tubes by brush or scraper or steam or air jet, they shall be paid 3s. 1d. per day extra. This provision shall not apply where permanently installed soot blowing equipment is provided.

(b) When workers are employed to dispose of refuse and/or offensive matter from a hospital other than by automatic means they shall be paid 3s. 1d. extra each day or part of a day that they are so employed.

Overtime

5. (a) All time worked outside or in excess of the hours prescribed in clause 2 hereof shall be paid for at the rate of time and a half for the first three hours and double time thereafter. This provision shall apply whether the continuous period (excluding meals or crib time) so worked falls wholly within one day or partly within one day and partly within the succeeding day. Otherwise, all overtime shall be calculated and paid for on a daily basis.

(b) After eight hours' work at ordinary rates, overtime rates shall be paid until the worker has had a break of one hour for every two hours worked, with a minimum break of eight hours. This provision shall apply whether the period so worked falls wholly within one day or partly within one day and partly within the succeeding day.

(c) All overtime worked shall, as far as is practicable and convenient, be equally distributed by the employer amongst the workers substantially employed on work covered by this award.

(d) Where a worker is required to work overtime for more than one hour in excess of the usual shift or usual day's work, and such overtime extends over the worker's usual mealtime, the employer shall either provide a meal or pay the worker the sum of 5s. 3d.

(e) All overtime worked on Sundays shall be paid for at double ordinary time rates.

(f) Any worker required to work on his rostered day off shall be paid for such work at overtime rates.

Travelling Time

6. Any worker required to commence work after the cessation of public wheeled traffic or before the ordinary time of starting of such traffic, and any worker who may work continuously until after the cessation of public wheeled traffic and cease work before the ordinary time of starting of such traffic, shall be paid for time occupied in travelling to or from his home at ordinary rates of pay, reckoning the time occupied as being at the rate of 3 miles per hour: Provided, however, that if a conveyance free of charge is provided for the worker by his employer he shall not be entitled to payment for travelling time under this clause. For the purpose of this award "public wheeled traffic" shall mean trams, buses, trains, or ferries ordinarily used by such worker in travelling to or from his work. An employer may agree with the local branch of the union upon a maximum travelling-time payment in particular cases.

Saturday, Sunday, and Holiday Work

7. (a) Notwithstanding the provisions of clause 5 of this award, all time worked on Christmas Day, Boxing Day, New Year's Day and the day following, Anniversary Day or a day to be observed in lieu thereof, Good Friday, Easter Monday, Anzac Day, Labour Day, and the birthday of the reigning Sovereign shall be paid for at not less than double time rates in addition to the ordinary weekly wage.

(b) All time worked on Sundays shall be paid for at not less than ordinary time rates in addition to the ordinary weekly wage.

(c) Every worker required to work on any Saturday shall be paid for such work at not less than one-half as much again as the ordinary rate.

(d) Should any of the holidays mentioned in subclause (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. Shift workers whose ordinary day off falls on one of the specified holidays shall, by mutual agreement, either be allowed another working day in lieu thereof, or be paid a day's pay at ordinary time rate.

Annual Holidays

8. (a) All workers shall be allowed three weeks' holiday per annum on ordinary pay on completion of 12 months' service. Ordinary pay shall mean "ordinary pay" as defined in the Annual Holidays Act 1944.

(b) Such holidays shall be exclusive of the holidays mentioned in subclause (a) of clause 7 and shall be given and taken within a period of two months after the completion of 12 months' service.

(c) If any worker completes less than 12 months' service, such worker shall be entitled to a proportionate allowance for holidays. Such qualifying period shall date from the commencement of the employment or from the expiry date of the last qualifying period in respect of which the worker received or became entitled to a holiday.

(d) Relieving workers shall be allowed a payment in lieu of holidays proportionate to the time served.

(e) Any worker entitled to holidays shall receive payment for same prior to commencing the holidays.

Sick Leave

9. Every worker shall be entitled to sick leave on pay as provided for in the general by-laws and regulations of the employer.

Medical and/or Surgical Treatment

10. Every worker shall be entitled to medical and surgical treatment as provided for in any general by-laws and regulations of the employing board or in accordance with the established practice for the treatment of staff in the institution where the worker is employed.

Notice of Leaving or Dismissal

11. In the case of dismissal of any worker under this award, not less than one working week's notice shall be given by the employer or a week's wages, calculated at the rate normally received by the worker, shall be paid in lieu of such notice. In the case of a worker leaving of his own accord, not less than one working week's notice shall be given to the employer by the worker concerned. Should a worker leave without good cause and without giving a week's notice he shall forfeit one week's wages: Provided, however, that the foregoing provisions shall be read as being subject to the employer's right to dismiss an employee without notice for misconduct, when a worker shall be subject to summary dismissal and entitled to his pay up to the time of dismissal only.

Payment When Transferred Temporarily to Other Work

12. When any worker coming within the scope of this award is transferred temporarily to any other class of work, he shall be paid not less than the wages he is at the time receiving under the award: Provided that if the work to which he is removed is paid for at a higher rate, he shall be paid at such higher rate provided for the work to which he is removed.

Youths

13. (a) Nothing in this award shall apply to youths up to the age of 18 years employed in firing or assisting in firing or oiling or greasing. This clause shall be read as expressly subject to the provisions of the Boilers, Lifts, and Cranes Act 1950.

(b) Youths employed as firemen or assistants shall be paid at the following rates:

(i) Eighteen and under 19 years of age, £10 7s. 1d. per week.

(ii) Firemen or assistants over 19 years of age shall be paid at the minimum rate of wages prescribed by this award.

Emergency Work

14. Any worker who having completed a day's work and left the job and/or who in ordinary circumstances would not be on duty and who is called upon in the case of emergency to resume duty shall be paid for a minimum of two hours at overtime rates.

Confined Space and Heat

15. (a) Any worker while employed in a confined space shall be paid 3½d. per hour extra. This allowance shall not be cumulative with any other payment in this clause or clause 4 hereof.

"Confined space" means a place the dimensions of which necessitate a worker working in a stooped or otherwise cramped position, or without proper ventilation, or where confinement within a limited space is productive of unusual discomfort.

(b) Any worker required to work in any compartment or confined space where the heat exceeds 110 degrees Fahrenheit shall be paid, in addition to the rate of wages to which he is entitled for the time at which the work is performed, a special heat rate computed at ordinary time rates for the time he is so employed.

(c) No worker shall be compelled to work in any space where the temperature has been raised to above 130 degrees.

Payment of Wages

16. (a) Wages shall be paid in full weekly or fortnightly or at such other time as may be agreed on in writing between the employer and the secretary of the local branch of the union, and shall be paid not later in the week than Thursday: Provided that where wages are normally paid on a Thursday and a holiday falls on the Friday following, wages shall be paid not later than Wednesday in that week.

(b) Each worker shall be supplied with details showing how his wages are made up.

(c) No deduction shall be made from the weekly wage prescribed herein, except for time lost as a result of the worker's default, absence at his own request, accident, or illness not subject to the provisions of clause 9.

Shelter Conveniences

17. (a) Reasonable protection from the inclemency of the weather shall be provided for workers at coal bunkers and at boilers, engines, or machinery of any kind.

(b) Where any worker is required to work in water, gumboots shall be available, and where any worker is required to work in the rain, a waterproof coat shall be available.

Matters Not Provided For

18. The essence of this award being that the work of the employers 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 specifically 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.

If the committee is unable to decide the question then the chairman shall give a decision or refer the matter to the Court.

Either side shall have the right to appeal to the Court against a decision of any such committee or chairman, 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.

Right of Entry

19. The secretary or other authorised representative of the union of workers shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

General Conditions

20. (a) It shall be the duty of the employer to provide suitable individual lockers for employees or suitable facilities for an employee to hang his clothes. Such facilities shall be so constructed as to ensure that such workers' clothes are kept as free from dust and dirt as is reasonably possible.

(b) Good ventilation and lighting shall be maintained in all boilerhouses and engine-rooms and proper and sufficient sanitary arrangements and hot and cold showers (including soap and clean towels) shall be provided in or adjacent to all boilerhouses and engine-rooms: Provided, however, that where baths are provided in or adjacent to the boilerhouse or engine-room, the employer shall not in addition be obliged to provide showers.

(c) Workers shall be supplied with overalls as required; such overalls shall remain the property of the employer and shall be laundered and maintained by the employer.

(d) Leather gloves shall be provided by the employer for the use of the workers when required.

(e) Reasonable access to a telephone shall be provided in every boiler-and/or engine-room.

(f) Every employer shall, on request from a local branch secretary of the union or district representative, supply the names and addresses of all workers in his employ coming within the scope of this award, but not more frequently than at three-monthly intervals.

(g) Workers, if required by the employer to use any of their own tools, shall be paid 2s. extra per week as a tool allowance.

Unqualified Preference

21. (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 subclause (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 subclause (a) hereof to become a member of a union who fails to become a member, as required by that subclause, 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 subclause (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 subclauses (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.

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

Under-rate Workers

22. (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.

Application of Award

23. 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

24. This award shall operate throughout the Northern, Taranaki, Wellington, Marlborough, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts.

Term of Award

25. 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 18th day of August 1963, 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 24th day of June 1965.

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 5th day of November 1963.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award, including the operative date of provisions relating to wages, incorporates the terms of settlement arrived at by the parties in the course of an inquiry held before a Council of Conciliation.

Upon being satisfied by supporting documentary evidence that an unqualified preference provision has been agreed to by all the assessors in accordance with section 174B of the Industrial Conciliation and Arbitration Act 1954 (as enacted by the Industrial Conciliation and Arbitration Amendment Act 1961), the Court has inserted clause 21 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. TYNDALL, Judge.
