

THE OTAGO HOSPITAL BOARD
GARDENERS & BUILDING LABOURERS – INDUSTRIAL AGREEMENT

This Industrial Agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954 this seventeenth day of February, 1970, between The Otago Hospital Board (hereinafter referred to as "the Board" on the first part, and the Canterbury, Otago & Southland General and Builders Labourers and Related Trades Industrial Union of Workers (hereinafter referred to as "the Union") on the other part, witnesseth that it is hereby mutually agreed between the Board and the Union as follows:—

SCHEDULE

SCOPE OF AGREEMENT

1. This Agreement shall apply to the work performed by Gardeners and Building Labourers in the employ of The Otago Hospital Board.

HOURS OF WORK

2. (a) The normal hours of work shall be 40 per week, eight hours of which shall be worked on each of five days of the week between the hours of 7.30 a.m. and 5 p.m. Monday to Friday, both days inclusive.
 (b) The interval for meals shall be a matter for mutual arrangement between the employer and the worker, after consultation with the Union.
 (c) No worker shall work more than five hours continuously without an interval for a meal.

WAGES

3. (a) The wages of workers covered by this Agreement shall be in accordance with the Public Service rates for such workers viz:

Qualified Gardeners	\$41.44
Unqualified Gardeners	\$39.00
Building Labourers	\$38.50

A qualified gardener is a worker who has served an apprenticeship of not less than five years in the trade or who, at the date of the coming into operation of this Agreement has been employed as a gardener for a period of not less than five years. An unqualified gardener is a worker who is employed as a gardener but who has neither served an apprenticeship nor been employed as a gardener for a period of five years or over.

- (b) The following extra rates shall be paid to the holders of certificates issued under the Royal New Zealand Institute of Horticulture Act 1953:—

Junior	70 cents per week.
Intermediate	95 cents per week.
Full Diploma	\$1.50 cents per week.

- (c) Workers employed in tunnels 10' or more in length, or in shafts or trenches of a depth of 6' or over, or in timbering shafts or trenches up to 6' in depth, shall be paid 2.2 cents per hour extra. 3.3 cents per hour extra shall be paid for timbering shafts or trenches over 6' and up to 20' in depth, and 4.2 cents per hour extra shall be paid where the depth is over 20'.
 (d) Workers employed on hammer and drill work shall be paid 2.2 cents per hour extra. Workers using explosives shall receive 4.2 cents per hour additional.

- (e) Workers engaged in handling tar, bitumen, tar or bitumen macadam (including plant mix), sheet asphalt or asphalted concrete or weed killer shall be paid 24 cents extra per day or part thereof whilst so employed. Sprayers (tar or bitumen) shall be paid 30 cents extra per day or part thereof whilst so employed. When requested workers shall be supplied with clogs and suitable gloves.
- (f) Gangers or leading hands while in charge of one or more men shall be paid 35 cents extra per day.
- (g) Workers operating power-driven implements (including lawn mowers) shall be paid 3.5 cents extra per hour while so employed.
- (h) Casual workers i.e. workers employed for less than one week, shall be paid at the rate of 90 cents per hour.
- (i) Workers handling, mixing or spreading wet concrete shall be paid 2.2 cents extra per hour.

PAYMENT OF WAGES AND TERMINATION OF EMPLOYMENT

- 4. (a) All wages shall be paid on a regular day, weekly or fortnightly, in cash during working hours. Except where the required notice has not been given by the worker or where the worker has been dismissed for misconduct, or worker leaving or being dismissed shall be paid, if he so requires, within 24 hours of the termination of his employment, and all waiting time beyond such period of 24 hours shall be paid for at ordinary rates.
Where the required notice has not been given by the worker or where he has been dismissed for misconduct, he shall not be entitled to payment until the next ordinary pay day.
- (b) In the case of weekly workers, one week's notice on either side shall terminate the engagement. In the case of casual workers, two hours' notice on either side shall terminate the engagement, but nothing in this clause shall apply to a worker dismissed for misconduct.
- (c) When being paid, each worker shall be supplied with a statement showing details of the computation of his wages, overtime, holiday pay, and any other special payments and also details of any deductions so that the nett amount being paid to him can be reconciled with his gross earnings.

DEDUCTIONS

- 5. No deduction shall be made from the wages of any worker other than for time lost through the worker's own default, sickness, or accident.

SEWER MAINTENANCE

- 6. (a) Workers employed in sewers, foul or stormwater drains shall be paid 42 cents extra per day.
- (b) Workers employed dragging sewers and stormwater drains and cleaning mud tanks shall be paid 4 cents extra per hour.
- (c) When men are employed working in sewers, six hours shall constitute a day's work and shall be paid for as if the workers had worked eight hours. Jerseys and/or overalls shall be provided and the present prevailing conditions shall remain in force for men engaged in this class of work.

MEAL MONEY

- 7. The Board shall allow meal money at the rate of 65 cents per meal when workers are called upon to work overtime, provided such workers cannot reasonably get home for their meals.

TOOLS

8. All tools shall be provided by the Board.

OVERTIME

9. Time worked on any one day beyond the hours mentioned in Clause 2 of this Agreement shall be deemed to be overtime and shall be paid for at the rate of time and a half for the first three hours and at double time thereafter.

HOLIDAYS

10. (a) Workers who have been employed at any time during the fortnight ending on the day on which the holiday occurs shall receive and be paid for each of the following holidays which falls on a working day:— New Year's Day, the day following, Anniversary Day or day in lieu thereof, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day and Boxing Day. Where any worker has been employed by more than one employer during the fortnight ending on the day on which the holiday occurs, he shall be entitled to receive such proportional payment from the Board for the holiday as the Inspector of Awards determines.
- (b) When any of the foregoing holidays, other than Anzac Day falls on a Saturday or Sunday, the next succeeding working day or days shall be observed.
- (c) Except where otherwise provided, any work done on any of the above holidays or on Sundays shall be paid for at double time rates. Such payment shall be in addition to the payment provided for in sub-clause (a) of this clause.
- (d) An annual holiday of two weeks shall be allowed in accordance with the Annual Holidays Act 1944. Provided that after five years continuous service with the Board, the worker shall for his fifth and succeeding years receive three weeks' annual holiday.
- (e) Payment for annual holidays shall be on the basis of the worker's average weekly taxable earnings for the year (or lesser period where applicable) immediately preceding his annual holiday entitlement provided that the holiday pay does not exceed the worker's ordinary pay plus 30% and provided further that in no case shall the holiday pay be less than the worker's ordinary pay at the time of taking the holiday.

TRAVELLING TIME

11. Work shall commence and finish at the Institution mutually agreed upon between the Board and the Union.

ACCOMMODATION

12. Where deemed reasonably necessary by the Inspector of Awards the Board shall provide accommodation to the satisfaction of the Inspector to enable the workers to change their clothes and have their meals; and the Board shall provide proper sanitary accommodation for them. The accommodation shall be provided with suitable heating.

ACCIDENTS

13. A first aid emergency outfit, suitably equipped, shall be maintained by the Board in a place convenient and accessible to the workers.

RIGHT OF ENTRY UPON PREMISES

14. The Board shall permit the Secretary or other authorised representative of the Union to enter at all reasonable times (to be mutually arranged between the Board and the Union) upon the Board's premises and there interview any worker covered by this Agreement but not so as to interfere unreasonably with the Board's business.

GENERAL

15. (a) A 10 minute break shall be allowed employees covered by this Agreement to partake of morning and afternoon tea.
- (b) It shall be a breach of this Agreement for the Board to sub-let work on piece-work or co-operative contract, unless by mutual arrangement with the Union.
- (c) An employer shall consider on its merits an application made by any worker with 12 months' service or more for payment for time lost through sickness or an application to have his accident compensation payments made up to his full wage.
- (d) When workers are required to work in rain, oilskin coats, sou'westers and leggings shall be supplied to such workers.
- (e) Gumboots shall, where necessary, be supplied by the Board when workers are working in water, slush or in wet concrete over 1" in depth, and workers engaged in such places, while wearing gumboots, shall be paid 15 cents per day additional.
- (f) Except for essential services or where inside work is not provided, workers shall be allowed to shelter during heavy rain or stormy weather without loss of pay. In emergency cases, the roster system shall operate. The onus of ceasing work on account of bad weather shall be placed on the Head Gardener.
- (g) Overalls shall be supplied to workers when required.
- (h) The Board on request shall supply the Secretary of the Union with a list of the names and addresses of the workers employed under this Agreement. Such request shall not be made more often than once in every six monthly period.

DISPUTES COMMITTEE

16. Any dispute in connection with any matter not provided for in this Agreement shall be settled between the Board and the Secretary and/or other representative of the Union and in default of any agreement being arrived at, then such dispute shall be referred to the Conciliation Commission 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 Commissioner, may appeal to the Court upon giving written notice of such appeal to the other party within 14 days after such decision shall have been communicated to the party desiring the appeal.

UNQUALIFIED PREFERENCE

- 17 (a) Any adult person engaged or employed in any position or employment subject to this Agreement by the Board bound by this Agreement shall, if he is not already a member of such Union of Workers bound by this Agreement, become a member of such Union within 14 days after his engagement, or after this clause comes into force, as the case may be.
- (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 Agreement 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 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 Agreement.
- (d) The Board commits a breach of this Agreement if it 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 Agreement.

(NOTE: Attention is drawn to Section 174(H) of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the Union).

SICK LEAVE

- 18 (a) Where a worker is granted leave of absence on account of sickness or injury not arising out of or in the course of his employment he shall be entitled to sick pay in accordance with the Board's By-Laws. Sick pay shall, for the purpose of this clause, mean ordinary pay.
- (b) The Board may require the producing of a medical certificate as proof of sickness or injury.
- (c) The length of service for the purposes of calculating sick pay shall mean the aggregate period of service whether continuous or intermittent in the employ of any Hospital Board or the Crown.
- (d) Sick leave with full pay shall be reckoned in consecutive days inclusive of Saturdays, Sundays, and Statutory Holidays.

EXEMPTION

19. Salaried workers in receipt of a salary of \$2200 per annum or more shall be exempted from the provisions of this Agreement.

TERM OF AGREEMENT

20. This Agreement insofar as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the first day of the pay period commencing on or after 1 November, 1969, and so far as all other provisions of the Agreement are concerned, it shall come into force on the date hereof and this Agreement shall continue in force until 31 October, 1971.

Signed on behalf of the Otago Hospital Board

D.C.J. PEARCE
Secretary
17/2/70

Signed on behalf of the Canterbury, Otago and Southland General and Builders Labourers and Related Trades Industrial Union of Workers.

L.B. SWAN
Secretary
30/1/70

MEMORANDUM

The rates of remuneration prescribed by this Agreement are not to be increased by the application of any General Wages Order made by the Court.

The parties hereto desire to record that the rates of wages provided for in this Agreement have been considered on the basis of the rates of wages ruling in the Public Service at the date of this Agreement and agree that should the Public Service rates be subsequently amended then the rates of wages prescribed in this Agreement shall be automatically amended to maintain the same relationship with the Public Service.

Signed on behalf of The Otago Hospital Board

D.C.J. PEARCE
Secretary
17/2/70

Signed on behalf of the Canterbury, Otago
and Southland General and Builders
Labourers and Related Trades Industrial
Union of Workers.

L.B. SWAN
Secretary
30/1/70