

TARANAKI HOSPITAL GARDENERS – AWARD

(Filed in the Office of the Clerk of Awards at New Plymouth.)

In the Court of Arbitration of New Zealand, Taranaki Industrial District – In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the Northern and Taranaki Labourers, General Workers and Related Trades Industrial Union of Workers (hereinafter called “the union”) and the undermentioned boards (hereinafter called “the employers”):

Taranaki Hospital Board, New Plymouth.

Wanganui Hospital Board, Wanganui.

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 21st day of March 1973 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 21st day of March 1972.

(L.S.)

A. P. BLAIR, Judge.

SCHEDULE

INDUSTRY TO WHICH AWARD APPLIES

1. This award shall apply to hospital boards' employees who are covered by the provisions of this award.

HOURS OF WORK

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

WAGES

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

	Per Week
	\$
Head gardeners	55.60
Gardeners	50.94
All other workers	49.20

(b) A "gardener" is a worker not being a head gardener, but who is substantially employed in the planting and cultivation of plants, shrubs, or vegetables, or who is classified as such by the employer.

(c) A "head gardener" is a worker engaged or appointed to control the work of other gardeners.

OVERTIME

4. (a) All work done outside or in excess of the hours prescribed in clause 2 of this award 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,

(b) Where workers are called upon to work overtime on any day after 6 p.m. and have not been notified by the employer on the previous day that they are required to do so, 75 cents shall be allowed to such workers for meal money.

(c) The employer may, in lieu of the 75 cents provided for herein, supply the workers with a hot meal.

(d) Overtime shall be calculated on a daily basis.

PAYMENT OF WAGES

5. Wages shall be paid weekly or fortnightly not later than Thursday in each case. Details of wages shall be supplied to each worker.

STATUTORY HOLIDAYS

6. (a) Workers shall receive and be paid for the following holidays: New Year's Day and the day following, Good Friday, Easter Monday, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, and Anniversary Day or the day usually observed.

(b) All work done on Sunday and Anzac Day shall be paid for at double time rates.

Any work done on any of the above holidays shall be paid for at double time rates in addition to the ordinary rate.

(c) The employer shall pay one tenth of a day's ordinary wages to each worker in respect of each ordinary day worked by him for that employer during the fortnight ending on the day of any holiday referred to in subclause (a) of this clause.

(d) The provisions of the Public Holidays Act 1955 shall be deemed to be incorporated in this award.

ANNUAL LEAVE

7. (a) The provisions of the Annual Holidays Act 1944 shall apply to workers covered by this award.

(b) After four years' continuous service with the same employer a worker shall be allowed 15 working days' annual leave. Continuity shall not be deemed to be affected where employment under this award is temporarily broken by the employer.

(c) 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 per cent 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. For the purpose of calculation under this provision a divisor of 52 shall be used.

SICK LEAVE

8. On production of a medical certificate covering the period of absence weekly workers who have been in the employ of the same employer continuously for not less than one year shall be entitled to be paid for five days' sick leave during any year of service. If sick leave is not taken in any one year, sick leave may be accumulated to a maximum of 30 days.

GENERAL PROVISIONS

9. (a) This award shall not operate so as to reduce the wages of any worker at present employed by the board or to restrict the privileges granted by the board and enjoyed by any employee at the time of coming into force of this award.

(b) Workers who are required to work at a place other than their usual place of employment shall travel to and fro in the employer's time, or shall be paid at ordinary rates for time occupied in travelling where such is done in their own time. Such workers shall also be reimbursed all moneys actually expended in fares travelling to and from such place of work.

(c) Workers shall be paid 4.4 cents per hour extra whilst working with a scythe.

(d) An interval of ten minutes shall be allowed morning and afternoon without deduction of pay.

(e) Where workers are required to work in the rain such workers shall be provided with gumboots and waterproof overcoats which shall remain the property of the employer. Workers, if required to work in gumboots for one hour or more in any one day, shall be paid 2.75 cents per hour extra.

Workers required to operate a sprayer or to spread or handle manure shall be supplied with overalls which shall remain the property of the employer.

VARIATION OF DUTIES

10. Nothing in this award shall prevent any worker covered hereby from doing 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 where such rate is higher.

LIST OF WORKERS

11. Each hospital board shall, on request, supply to the secretary of the union a list of the workers employed under this award.

ACCOMMODATION

12. The employer shall provide suitable accommodation for workers to take meals, and, where practicable, to change and dry clothing. The employer shall arrange for the accommodation to be kept clean and in a hygienic condition.

The employer shall make arrangements for boiling water to be available for meals.

TERMINATION OF EMPLOYMENT

13. One week's notice of termination of employment shall be given on either side.

DEDUCTIONS

14. No deductions shall be made from the wages of a worker except for lost time through the worker's sickness, accident, or default.

DISPUTES COMMITTEE

15. 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.

UNQUALIFIED PREFERENCE

16. (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 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.)

STABILISATION OF REMUNERATION ACT 1971.

17. The Cost of Living Order made under the Stabilisation of Remuneration Act 1971 and dated the 18th day of January 1972 shall be deemed to have application according to its tenor and in accordance with the provisions of section 16 of the said Act to the rates of remuneration in this award.

APPLICATION OF AWARD

18. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every 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 district to which this award relates.

SCOPE OF AWARD

19. This award shall operate throughout the Taranaki Industrial District.

TERM OF AWARD

20. 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 1st day of January 1972, and

so far as all other provisions or 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 21st day of March 1973.

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 21st day of March 1972.

(L.S.)

A. P. BLAIR, 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. The unqualified preference provision (clause 16) has been inserted in accordance with the agreement of all the assessors.

Advice has been received from the Remuneration Authority to the effect that it has consented in terms of section 22 of the Stabilisation of Remuneration Act 1971 to be agreed-upon rates of remuneration being incorporated in the award.

The terms of settlement for this award were negotiated in Conciliation on 23 November 1971 and if it had been possible for an award to have been made and in force prior to the Cost of Living Order of 18 January 1972, that order would have had application where necessary to the award rates of remuneration in accordance with its tenor and the provisions of section 16 of the Stabilisation of Remuneration Act 1971. Therefore, in order to avoid the possibility of creating an anomaly and the delay associated with requiring the parties to renegotiate their settlement, the Court has included a provision (clause 17) the purpose of which is simply to apply the Cost of Living Order in the same manner as if the award had been made in time to be within the operation of the order. The fact that this provision has been included is not to be taken as an indication that there are necessarily rates of remuneration in the award that require adjustment.

A. P. BLAIR, Judge.