

## OTAGO HOSPITAL BOARD FITTERS—INDUSTRIAL AGREEMENT

This Industrial Agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 15th day of May 1972 between the Otago Hospital Board (hereinafter referred to as "the Board") of the first part, and the New Zealand Engineering, Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers (hereinafter referred to as "the Union") of the other part, witnesseth that it is hereby mutually agreed between the Board and Union as follows:

### SCOPE OF THIS AGREEMENT

1. This Agreement shall apply to Engineers' Fitters, Turners and Sheet-Metal Workers employed by the Board.

### HOURS OF WORK

2. The ordinary hours of work shall not exceed 40 per week, to be worked on five days of the week, eight hours per day, Monday to Friday inclusive between the hours of 7.30 a.m. and 5 p.m. A break of not more than one hour or less than half an hour shall be allowed for lunch.

### OVERTIME

3. (a) All time worked in any one day outside or in excess of the hours prescribed in Clause 2 hereof shall be paid at the rate of time and a half for the first three hours in any one day and at double rates thereafter provided that all work performed between the hours of 10 p.m. and 6 a.m. Monday to Friday and after noon on Saturday and any time worked on Sundays shall be paid for at double time rates.

(b) A worker called back for overtime work shall be paid for a minimum of two hours work.

(c) Any worker who works at least four hours overtime between the ordinary time for ceasing work and 3 a.m. the next day shall not be required to work any ordinary time unless double time rates are paid or an eight hour break has occurred. Where by virtue of the compulsory eight hours break he loses ordinary time on the second day, such time shall be paid for at ordinary rates.

### WAGES

4. (a) The wages of workers coming under this Agreement shall be in accordance with the Public Service Rates for such workers, viz:

	Per Annum \$
Senior Indentured Tradesman .. .. .	3,369
Indentured Tradesman .. .. .	3,308
Senior Non-Indentured Tradesman .. .. .	3,265
Non-Indentured Tradesman GIA .. .. .	3,204
Non-Indentured Tradesman GI .. .. .	3,178

(b) Where a worker has been specifically directed to take charge of four or more workers he shall be paid 50 cents per day extra. Where a worker has been specifically directed by the Board to take charge of any job and has under his control not less than four tradesmen, such worker shall be paid 65 cents per day above the rates prescribed in subclause (a) above, provided that the job shall extend for one day or more.

(c) The payment of wages shall be made in the Board's time.

(d) Each worker shall be entitled to a statement showing details of his earnings for each pay period and any deductions therefrom.

### HOLIDAYS

5. (a) The following holidays shall be allowed without deduction of pay—Christmas Day, Boxing Day, New Year's Day, the day following New Year's Day, Anzac Day, Good Friday, Easter Monday, the birthday of the Reigning Sovereign, Labour Day and Anniversary Day or day in lieu thereof.

(b) For any work performed on any of the above holidays, double time rates will be paid.

(c) Should any of the above holidays, except Anzac Day fall on a non-working day, it shall be observed on the first working day or days thereafter.

(d) An annual holiday of two weeks shall be allowed in accordance with the Annual Holidays Act 1944; provided that after three years continuous service the worker shall be granted an additional weeks holiday on full pay. Payment for annual leave shall be on the basis of the worker's average weekly taxable earnings, provided that the holiday pay does not exceed the worker's ordinary pay plus 30 percent 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.

### SICK LEAVE

6. (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.

(b) The employer may demand a medical certificate as proof of sickness or injury.

(c) Sick leave with full pay shall be reckoned in consecutive days inclusive of Saturdays, Sundays and Statutory Holidays.

(d) 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.

### TERMINATION OF EMPLOYMENT

7. (a) Workers shall be required to give the Board at least one week's notice of their intention to terminate their duties or in default, forfeit one week's wages in lieu thereof.

(b) The Board may dismiss a worker only by giving one week's notice or on the payment of one week's wages in lieu of notice, provided that this clause shall not prevent the Board from summarily dismissing a worker for wilful misconduct.

(c) Where notice has been given of the termination of duty, all wages (including holiday pay) shall be paid in full prior to the worker leaving.

### TOOL ALLOWANCE

8. A worker required to provide his own tools (except drills, taps, hacksaw blades and files) shall supply such tools and shall be paid 2 cents per hour extra. This rate shall not be payable if the Board provides all the tools required. To qualify for the payment a worker shall provide himself with sufficient tools to efficiently carry out the work upon which he is employed.

### MEAL MONEY

9. The Board shall provide a meal or pay meal money at the rate of 83 cents per meal when workers are required to work after 6.00 p.m. any day of the week or after 1.00 p.m. on any Saturday or Sunday, provided work continues after the meal break and provided further that such workers cannot reasonably get home for a meal and return to their work in one hour.

### CLOTHING

10. Personal gumboots shall be provided by the Board where necessary and shall be disinfected prior to re-issue to another worker. Suitable waterproof clothing shall be made available for workers required to work outside in wet weather. Overalls shall be supplied, laundered and maintained by the Board, whose property they shall remain.

### MORNING AND AFTERNOON BREAK

11. A break of 10 minutes shall be allowed in the morning and afternoon during which workers may have morning and afternoon tea.

### HEAT WORK

12. Any worker required to work in any compartment 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 rates for the time he is so employed.

### DIRTY WORK

13. (a) Any worker employed on the following dirty work shall be paid 35 cents per day extra:

- (i) Work that brings him into direct contact with faecal matter.
- (ii) For all repair work done on smoke-box doors and for such other dirty work as may be agreed upon between the Board and the worker or Union.
- (iii) In lieu of the above—all work in used boilers, smoke-boxes, uptakes, funnels, and between any used boiler and its brickwork shall be paid for at half ordinary rates per hour in addition to the ordinary or overtime rate as the case may be.
- (iv) For repair work other than that specified above for which extra payment is made, payment for the same hour or hours shall not be made under the preceding provisions.

(b) Any worker working with silicate of cotton or glass wool shall be paid 16 cents per hour extra while so employed.

### WELDING ALLOWANCE

14. Workers employed on oxy-acetylene, coal-gas or electric welding when such work is required to be done (except on spot or butt welding machines) for less than four hours in a day, shall be paid 21 cents extra; for more than four hours in a day 30 cents extra per day. The Board shall provide and the worker shall wear goggles or helmet and gauntlets or gloves when employed on oxy-acetylene or electric welding or cutting. Where such work is overhead, leather aprons and full sleeve length jerkins shall be available for use.

When welding or gas cutting of galvanised material is being done, provision shall be made for the removal of objectionable fumes and one pint of milk shall be provided each morning and/or afternoon. This provision shall not apply to odd occasions when a worker, other than a welder, uses cutting or welding equipment.

### WORK WHILE BOILERS UNDER STEAM PRESSURE

15. No worker shall be required to enter any furnace or chamber while the boiler is under steam pressure, nor shall any worker be required to enter any boiler connected by steam pipe to another boiler if such second boiler is under steam pressure unless the communicating valve between the two boilers is securely closed and locked.

### HEIGHT MONEY

16. Where workers are engaged on work from ladders, bosun-chairs, free swinging stages or on any other similar work involving the risk of a fall of more than 20 ft., they shall be paid the following extra rates:

	Per Hour cents
Over 20 ft. and up to 50 ft. . . . .	3
Over 50 ft. and up to 75 ft. . . . .	4
Over 75 ft. and up to 140 ft. . . . .	5
Over 140 ft. . . . .	6

### "ON CALL" WORK

17. (a) A worker required to be "on call" outside his normal hours of work shall be paid an allowance of \$6 for each week of seven consecutive days "on call" provided that where the period of "on call" is less than seven consecutive days the worker shall be paid an allowance of 75 cents for each 24 hour period or part thereof "on call", provided further that no worker shall be required to "on call" for more than two weeks in four.

(b) A worker entitled to payment under (a) of this Clause who is required to be "on call" on a statutory holiday shall receive his ordinary week's wages plus one extra day's pay, plus ordinary time for any time worked on the holiday.

### OUTSIDE WORK

18. If a worker is required by the Board to work at a place outside his normal place of employment and is thereby put to expense in travelling to and from his work greater than that which he incurs when working in his ordinary place of employment, the Board shall reimburse him for such extra expense.

### UNQUALIFIED PREFERENCE

19. (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 a Union of Workers bound by this Agreement, become a member of such Union within fourteen 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 Agreement so long as he continues in any position or employment subject to this Agreement.

(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 Agreement.

(d) Every employer bound by this Agreement commits a breach of this Agreement 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 a Union in accordance with subclause (b) hereof commits a breach of this Agreement.

(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.

### NOTIFICATION

20. The Board when requested in writing by the Secretary of the Union so to do shall, within one month after the receipt of such request, supply to the Union

a list of all workers coming within the scope of this Agreement then in its employ, but such request shall not be made to the Board at intervals shorter than six months.

#### DISPUTES

21. Should any disputes or difference arise in connection with any matter not provided for in this Agreement it shall be settled between the Board and two representatives of the local branch of the Union. If no settlement is arrived at, then such dispute shall be referred to the Conciliation Commissioner who shall either decide the same or refer the matter to the Court of Arbitration. Either party if dissatisfied with the decision of the Commissioner may appeal 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 to appeal.

#### RIGHT OF ENTRY

22. The Secretary or other authorised officer of the Union shall be entitled to enter at all reasonable times upon the premises of the Board for the purposes of interviewing any employee in connection with the operation of this Agreement, but not so as to interfere unreasonably with the Board's Business.

#### TERM OF AGREEMENT

23. 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 15th day of May 1972 and so far as all other provisions of the Agreement are concerned, it shall come into force on the day of the date hereof; and this Agreement shall continue in force for a period of one year.

Signed on behalf of the Otago Hospital Board:

D. C. J. Pearce, Chief Executive.

Signed on behalf of the New Zealand Engineering, Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers:

J. A. Boomer, Secretary.

#### MEMORANDUM

The rates of remuneration prescribed by this Agreement are not to be increased by the application of any General Wage 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 as prescribed in Hospital Service Determination No. M.12 at the date of this Agreement and agree that should the Public Service rates be subsequently amended by the issue of new Determinations, 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, Chief Executive.

Signed on behalf of the New Zealand Engineering, Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers:

J. A. Boomer, Secretary.