

## OTAGO HOSPITAL BOARD PLUMBERS AND GASFITTERS – INDUSTRIAL AGREEMENT

This industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 1st day of August 1973 between the Otago Hospital Board (hereinafter referred to as "the employer") of the first part, and the Plumbers Industrial Union of Workers (hereinafter referred to as "the union") of the other part, witnesseth that it is hereby mutually agreed between the employer and the union as follows:

### SCOPE OF THIS AGREEMENT

1. (a) This agreement shall apply to plumbers and gasfitters employed by the Otago Hospital Board.
- (b) Where not provided for in this agreement, the conditions of the New Zealand Plumbers and Gasfitters Award shall apply.

### 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 5.00 p.m.

### 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 for at the rate of time and a half for the first three hours and at double time rates thereafter.
- (b) Time worked on Saturdays between 7.30 a.m. and noon shall be paid for at time and a half rates for the first three hours and at double time rates thereafter, provided that time worked after noon on Saturday, shall be paid for at double time rates. All Sunday work shall be paid for at double time rates.
- (c) Any worker having worked all day and night and continuing to work into the ordinary working hours of the next day shall be paid at double time rates for all time worked on the second or succeeding days until he has had a complete break from work of eight hours.
- (d) Any worker having worked all day and having continued to work until after midnight shall be given a break of eight hours from work or be paid double time rates for all work performed between the ceasing of his overtime and the taking of his break. There shall be no deduction from the weekly wage in respect of any time given off under this subclause which may fall within the ordinary working hours.
- (e) All time worked between 10.00 p.m. and 7.30 a.m. shall be paid for at double time rates.
- (f) A worker called back for overtime work shall be paid for a minimum of two hours work.

### EMERGENCY WORK

4. (a) One worker shall be "on call" each week for emergency work outside the ordinary working hours. A roster shall be prepared showing the rotation of such "on call" work, among all workers.
- (b) A worker required to be "on call" shall be paid an allowance of \$8.00 per 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 114 cents for each 24 hour period or part thereof "on call", provided further that no worker shall be required to be "on call" for more than two weeks in four.
- (c) A worker entitled to payment under subclause (b) who is required to be "on call"

on a statutory holiday shall receive his ordinary week's pay plus one extra day's pay, plus ordinary rates of pay for any time worked on the holiday.

#### MEAL MONEY

5. (a) The employer shall provide a meal or pay meal money at the rate of 95 cents per meal when workers are called upon to work overtime after 5.30 p.m., provided such workers cannot reasonably travel home for their meals.

(b) No worker shall be employed on overtime for more than four and a half hours without an interval for a meal.

#### DIRT MONEY

6. (a) Workers employed outside the shop repairing hot water services at boiler or between boiler and cylinder where top plate or covering has been removed, removing coal fuel ranges, renewing or repairing register sheets, cleaning septic tanks, clearing drains, waste pipes or soil pipes or working under the floors of buildings not in the course of erection where such floors are less than 2 ft 3 ins. from the ground, shall be paid 48 cents per day extra.

(b) 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.

#### HEAT MONEY

7. Any worker required to work in any compartment where the heat exceeds 110°F 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.

#### WAGES

8. (a) The wages of workers coming under this agreement shall be in accordance with the Public Service rates as laid down in Hospital Service Determination No. M. 17 or future amendments thereto.

(b) A worker who has been specifically directed to take charge of any work and who has at least two adult workers bound by this agreement under his control, shall be paid an additional 76 cents per working day.

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

(d) No deduction shall be made from the wages provided for herein except for time lost through the worker's absence due to sickness, accident or default.

#### OUTSIDE WORK

9. The existing conditions relative to the performance of work not in or at any of the Board's institutions shall continue.

#### HOLIDAYS

10. (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) Any work done on any of the days specified in subclause (a) above shall be paid for at double time rates of pay.

(c) Should any of the above holidays except Anzac Day fall on a Saturday or Sunday the holiday shall be observed on the next working day.

(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 the worker shall be granted an additional week's holiday on full pay.

### TOOLS

11. The employer shall provide workers with soldering bolts, pipe fitting tools, springs, hacksaw blades and files. Journeymen shall provide all other tools required for their work including pipe fitting tongs up to 1 in. pipes and a tool allowance of 2 cents per hour shall be paid to each worker for this purpose.

### SICK LEAVE

12. (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 Saturday, 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.

### ACCIDENT COMPENSATION PAYMENTS

13. The employer shall consider on its merits an application by any worker with 12 months service or more to have his accident compensation payments made up to his full wages.

### SMOCKS AND OVERALLS

14. If the employer requires smocks to be worn by workers entering wards or theatres, the smocks shall be supplied by the employer. Overalls shall be supplied, laundered and maintained by the employer whose property they shall remain.

### MEDICAL AND/OR SURGICAL TREATMENT

15. Every worker under this agreement shall be entitled to medical and surgical treatment as provided for in the 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.

### TERMINATION OF EMPLOYMENT

16. Workers shall be required to give the employer at least one week's notice of their intention to terminate their duties or in default, forfeit one week's wages in lieu of notice.

The employer 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 employer from summarily dismissing a worker for wilful misconduct.

### MATTERS NOT PROVIDED FOR

17. Any dispute in connection with any matter not provided for in this agreement shall be settled between the employer and the secretary of the union and in default of any agreement being 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. Either party 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 to appeal.

### UNQUALIFIED PREFERENCE

18. (a) Any adult person engaged or employed in any position or employment subject to this agreement by the employer bound by this agreement shall, if he is not already a

member of the 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 require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of the 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 the 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 the union in accordance with subclause (b) hereof commits a breach of this agreement.

(d) The employer bound by this agreement commits a breach of this agreement if he continues to employ any worker to whom clauses (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.

#### RIGHT OF ENTRY

19. The secretary or other authorised officer of the union shall be entitled to enter at all reasonable times upon the premises of the employer for the purpose of interviewing any employee in connection with the operation of this agreement but not so as to interfere unreasonably with the employer's business.

#### TERM OF AGREEMENT

20. The agreement, insofar as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to come into force on the 1st day of June 1973, 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 the 31st day of July 1975.

Signed on behalf of the Otago Hospital Board:

L. F. Megget, Acting Chief Executive.

Signed on behalf of the N.Z. Plumbers Industrial Union of Workers:

W. Foley, Branch Secretary.

#### 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 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:

L. F. Megget, Acting Chief Executive.

Signed on behalf of the N.Z. Plumbers Industrial Union of Workers:

W. Foley, Branch Secretary.