

(4465.) OTAGO GARDENERS.—AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the Dunedin Gardeners' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Bennett, H., gardener, Main Road, North-east Valley, Dunedin.

Clark, H., gardener, Green Island.

Dunedin City Corporation, Town Hall, Dunedin.

Dunham, C., gardener, 22 Norfolk Street, St. Clair, Dunedin.

Hamel, E. A., gardener, Maori Hill, Dunedin.

Harrison, C., gardener, 4 Burwood Street, Maori Hill, Dunedin.

Hart, A., gardener, 73 Dundas Street, Dunedin.

Howden and Moncrieff (Limited), gardeners, seedsmen, &c., Princes Street, Dunedin.

McDougall, J., gardener, Coughtrey Street, St. Clair, Dunedin.

McDowall, D., gardener, Wingatui.

Pledger, J., gardener, Forth Street, Dunedin.

Seidelin, J., gardener, Milton Street, Mornington, Dunedin.

Sonntag, C., gardener, Brockville Road, Roslyn, Dunedin.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, 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 the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as from the 15th day of July, 1916, and shall continue in force until the 31st day of December, 1917, and thereafter as provided by subsection (1) (d) of section 90 of the Industrial Conciliation and Arbitration Act, 1908.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 18th day of October, 1916.

T. W. STRINGER, Judge.

SCHEDULE.

Hours of Work.

1. (a.) An ordinary week's work shall consist of forty-eight hours, made up as follows: Eight hours and three-quarters per day on five days of the week, to be worked between the hours of 7.30 a.m. and 5 p.m. on each of such days, and four hours and a quarter on Saturdays, to be worked between the hours of 7.30 a.m. and noon.

(b.) Those engaged in jobbing gardening shall be allowed to work eight hours in any one day of the week if they elect to do so.

Wages.

2. (a.) Competent nursery or landscape gardeners, if not engaged by the week, shall be paid not less than 1s. 4½d. per hour. Competent nursery or landscape gardeners engaged by the week shall be paid a weekly wage of not less than £3.

(b.) Any worker not competent to perform general nursery and landscape gardening work shall be termed a "nursery and landscape gardener's labourer," and shall be paid not less than 1s. 2d. per hour for casual work. If engaged by the week he shall be paid a weekly wage of not less than £2 14s. "Casual work" shall mean employment lasting less than one week and terminated by the employer.

(c.) No deduction shall be made from the weekly wage of any worker for holidays or for loss of time other than for time lost through the worker's own default or sickness.

(d.) Where an employer provides board and lodging for any worker he shall be entitled to deduct not more than 15s. a week from the worker's wage for such board and lodging.

Payment of Wages.

3. All wages shall be paid either weekly or fortnightly as may be mutually arranged between the individual employer and his worker.

Overtime.

4. (a.) All work performed beyond the hours mentioned in clause 1 hereof shall be considered overtime, and shall be paid for at the rate of time and a quarter for the first three hours and time and a half afterwards.

(b.) All work done on Christmas Day, Good Friday, or on Sundays shall be paid for at the rate of double time, and work done on any of the other holidays specified in this award shall be paid for at the rate of time and a half.

(c.) Provided that all work done in attendance to forcing-stove or greenhouses on Sundays or holidays shall be paid at ordinary rates.

Holidays.

5. The recognized holidays shall be Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Labour Day, and the birthday of the reigning Sovereign.

Suburban Work.

6. Work done over one mile and a half from the Chief Post-office, Dunedin, or in any other town where the employer has his place of business, but which does not come within the definition of "country work," shall be considered "suburban work," and workers employed thereon shall be allowed and paid for time reasonably occupied by them in walking to and from such work, or they shall be conveyed to and from such at the cost of the employer; but no worker residing less than one mile and a half by the nearest convenient mode of access for foot-passengers from the place where the work is to be done shall be entitled to the allowance mentioned in this clause.

Country Work.

7. Work done at such a distance from the employer's place of business that the worker employed cannot return to the place of business of his employer or his own place of abode on the same day shall be considered country work.

8. Every worker engaged on country work shall be paid, in addition to his ordinary wages, a further sum of 1s. 9d. for every day while he is so engaged, and his travelling-expenses in going to and returning from such work shall also be paid by his employer. Travelling-time shall be paid for at ordinary rates, but not to a greater amount than eight hours and three-quarters per day.

9. Notwithstanding anything in this award contained any employer and his worker may agree that in respect of any specified country work the hours of work shall be other than those herein-before prescribed without payment of overtime, but so that not less than the minimum wages prescribed in this award for any ordinary work shall be paid such worker.

Term of Engagement.

10. In the case of workers other than casual hands a week's notice of dismissal or resignation shall be given by the employer or worker; but this clause shall not prevent any employer from summarily dismissing any worker for good cause.

Under-rate Workers.

11. (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 such 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 may 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 fourteen 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 worker 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 the worker to agree 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.

Apprentices.

12. (a.) Any employer taking an apprentice to learn the trade shall be deemed to undertake the duty which he agrees to perform as a duty enforceable under this award, and shall pay such apprentice not less than the undermentioned rate of wages, namely: For the first year, 10s. per week; for the second year, 15s. per week; for the third year, £1 2s. 6d. per week; for the fourth year, £1 10s. per week; and for the fifth year, £2 per week.

(b.) The period of apprenticeship shall be five years, but three months' probation shall be allowed the first employer of any apprentice to determine his fitness, such three months to be included in the period of apprenticeship; and the obligation of the apprentice to serve his employer shall be deemed to be a duty enforceable under this award.

(c.) At the end of the period of apprenticeship the employer shall give the apprentice a certificate to show that he has served his apprenticeship. Should the employer at any time before the termination of the apprenticeship wish for any reason to dispense with the services of the apprentice he shall give him a certificate for the time served and procure him another employer carrying on business within a reasonable distance of the original employer's

place of business, who will continue to teach the apprentice, to pay him the wages prescribed by this award according to the total length of time he has served, and generally to perform the obligation of the original employer: Provided that it shall not be obligatory upon an employer to find the apprentice another employer if he shall so misconduct himself as to entitle the employer to discharge him, but he shall give him a certificate for the time actually served.

(d.) An employer taking an apprentice shall give notice thereof and of the name of the apprentice to the Inspector of Factories within one week after the expiration of the period of probation, and an employer transferring an apprentice to another employer shall similarly within one week thereof give notice of such transfer to such Inspector. If requested to do so by the union the Inspector shall supply to the union the particulars obtained by him in this way with regard to any particular apprentice or apprentices.

(e.) An employer shall not be deemed to discharge his duty towards his apprentice if he fails to keep him at work owing to slackness of work, but such slackness may form a proper ground for transferring him to a master willing to undertake the responsibility of teaching him.

(f.) When an apprentice is discharged for cause the employer shall send notice of the discharge and of the cause thereof to the Inspector of Factories.

(g.) The proportion of apprentices to journeymen employed by an employer shall not exceed one apprentice to every three journeymen or fraction of three. For the purpose of determining the proportion of apprentices to journeymen in taking any new apprentice the calculation shall be based on a two-thirds full-time employment of the journeymen employed for the six previous calendar months.

(h.) All time lost by an apprentice through his own default or through sickness in any year of his apprenticeship shall be made up before such apprentice shall be considered as having entered upon the next succeeding year of his apprenticeship, and the total period of his apprenticeship shall be extended for a period equal to such lost time; but an apprentice working overtime shall have such time added to his ordinary time in calculating the respective years of his apprenticeship.

(i.) An employer shall not be bound to pay an apprentice for time lost through the default of the apprentice or by his voluntary absence from work with the consent of his employer, but an employer shall not be entitled to make any deduction from the wages of an apprentice for time lost through sickness or any cause other than those hereinbefore mentioned.

Preference.

13. (a.) In the event of any employer hereafter engaging any worker who shall not be a member of the union, and who within fourteen days after his engagement shall not become a member

of the union and remain such member, the employer shall dismiss such worker if required to do so by the union, provided there is then a member of the union equally qualified to perform the particular work required to be done, and ready and willing to undertake the same.

(b.) The provisions of the foregoing clause shall operate if and only so long as the rules of the union shall permit any person of good character and sober habits to become a member of the union upon payment of an entrance fee not exceeding 5s., upon a written application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

Scope of Award.

14. (a.) This award shall apply to employers carrying on business as landscape or nursery gardeners in the Industrial District of Otago.

(b.) The provisions of this award shall not apply to work done in connection with the growing of fruit or vegetables for sale.

Term of Award.

15. This award shall come into force as from the 15th day of July, 1916, and shall remain in force until the 31st day of December, 1917.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 18th day of October, 1916.

T. W. STRINGER, Judge.

MEMORANDUM.

This award embodies the recommendations of the Conciliation Council, which the parties agreed to accept. The only alteration made by the Court is the substitution of "journeymen" for "workers" in the apprentices clause.

T. W. STRINGER, Judge.