

(8209.) CANTERBURY AND OTAGO AND SOUTHLAND NURSERYMEN  
AND LANDSCAPE GARDENERS.—AWARD.

[Filed in Office of Clerk of Awards, Dunedin.]

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 New Zealand Gardeners' and Related Trades Association (hereinafter called "the union") and the undermentioned Association (hereinafter called "the employers") :—

The New Zealand Nurserymen and Landscape Gardeners'  
Industrial Union of Employers.

Allen, P. G., Nurseryman, Stafford Street, Timaru.

Baxter, J. M., Nurseryman, 421 Papanui Road, Christchurch.

Bayliss, William, Nurseryman, Fendalton, Christchurch.

Bennett, A. C., 21 Hawkesbury Avenue, St. Albans, Christchurch.

Bone, J., and Co., Nurserymen, Wai-iti Road, Timaru.

Bradbury, D. M., Nurseryman, Cashmere Road, Christchurch.

Buxton, A. W. (Limited), Nurserymen, Colombo Street, Christchurch.

Cheviot Nursery Company, Cheviot.

Christchurch Nursery Company, Ferry Road, Linwood, Christchurch.

Clark and Clark, Nurserymen, Tinwald, Ashburton.

Connelley and Co., Highfield, Timaru.

Davidson, George, Landscape Gardener, 23 Bristol Street, St. Albans, Christchurch.

Domain Board, Christchurch.

Downley, J., Rugby Street, Highfield, Timaru.

- Edginton, H., Nurseryman, Stafford Street, Timaru.  
 Edginton, W., Nurseryman, Nelson Street, Riccarton, Christchurch.  
 Gibbons and Co., C. E., Nurserymen, 647 Colombo Street, Christchurch.  
 Ivory's Limited, Nurserymen, Rangiora.  
 Jennings, W., Nursery Gardener, Maori Hill, Timaru.  
 Jones, W., Exeter Nursery, Papanui Road, St. Albans, Christchurch.  
 Kerr and Barnett, Nurserymen, Richmond, Christchurch.  
 Lawnece, W., Nurseryman, Richmond, Christchurch.  
 Lidstone, George, Landscape Gardener, Avenue Road, Timaru.  
 Millichamp, J., and Sons, Nurserymen, Ashburton.  
 Muir and Co., Nurserymen, Duncan Street, Spreydon, Christchurch.  
 Nairn and Son, Nurserymen, Lincoln Road, Spreydon, Christchurch.  
 North Canterbury Hospital and Charitable A d Board.  
 Poulson Bros., Nurserymen, Styx, Christchurch.  
 Poulton, Mrs., Nursery, North Richmond, Christchurch.  
 Rendell Bros., Landscape Gardeners, Pleasant Point, Timaru.  
 South Canterbury Hospital Board.  
 Stuart, H., Nurseryman, Evans Street, Timaru.  
 Taylor, A., Gardener, Woodlands Road, Timaru.  
 Timaru Borough Council, Timaru.
- Baker, J., Gardener, 22 Norfolk Street, St. Clair, Dunedin.  
 Barling, P., Savoy Tea-rooms, Moray Place, Dunedin.  
 Bennett, H., Nurseryman, Main Road, North-east Valley, Dunedin.  
 Christie and Christie, Nurserymen, Green Island.  
 Cousins Bros., Nurserymen, Church Street, Mosgiel.  
 Cousins, S., Nurseryman, Bay View Road, St. Kilda, Dunedin.  
 Dunedin City Corporation, Town Hall, Dunedin.  
 Hamel, E. A., Nurseryman, Maori Hill, Dunedin.  
 Harrison, C., Gardiner, 248 Highgate, Maori Hill, Dunedin.  
 Hart, A., Landscape Gardener, 73 Dundas Street, Dunedin.  
 Knox College, North-east Valley, Dunedin.  
 McDougall, J., Nurseryman, Courtenay Street, St. Clair, Dunedin.  
 McDowell, D., Gardener, Wingatui.  
 North Otago Hospital and Charitable Aid Board, Oamaru.  
 Oamaru Borough Council, Town Hall, Oamaru.  
 Otago Hospital and Charitable Aid Board, Dunedin.  
 Perritt and Watson, Nurserymen, Norwood Street, North-east Valley, Dunedin.  
 Pledger, J., Nurseryman, 35 Wilton Street, Roslyn, Dunedin.  
 Rennie, G. M., Nurseryman, Green Island.

Seidelin, J., Nurseryman, Byron Street, Mornington, Dunedin.  
 Sontag, C., Nurseryman, Brockville Road, Roslyn, Dunedin.  
 Toong Lee and Co., Gardeners, Lower Kaikorai, 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, and having also heard the witnesses called and examined and cross examined by and on behalf of the said parties respectively, 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 2nd day of March, 1928, 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 affixed, and the Judge of the Court hath hereunto set his hand, this 14th day of May, 1925.

[L.S.]

F. V. FRAZER, Judge.

#### SCHEDULE.

##### *Hours of Work.*

1. (a.) An ordinary week's work shall consist of forty-eight hours, exclusive of the necessary time for attendance to forcing-stoves or greenhouses on Sundays or holidays, 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 5.30 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 at jobbing-work shall be allowed to work up to eight and three-quarter hours on any day of the week at ordinary rates if they elect so to do, provided the total week's work does not exceed forty-eight hours.

#### Definitions.

2. (a.) A nurseryman or landscape gardener shall be one who has served an apprenticeship of five years as a nurseryman's or landscape gardener's apprentice, or who, at the date of the coming into operation of this award, has been employed as a nurseryman or landscape gardener for a period of not less than five years, or who is at present employed as such.

(b.) A nurseryman's or landscape gardener's labourer shall be one who is not competent to perform all general nursery and landscape-gardening work.

(c.) "Casual work" shall mean employment lasting less than one week and terminated by the employer.

#### Wages.

3. (a.) Nurserymen or landscape gardeners, if not engaged by the week, shall be paid not less than 2s. 2d. per hour, and if engaged by the week shall be paid a weekly wage of not less than £4 11s.

(b.) Gardeners' labourers, if not engaged by the week, shall be paid not less than 1s. 9d. per hour, and if engaged by the week shall be paid not less than £3 16s. per week.

(c.) Foremen in charge of not less than six men shall be paid 1s. per day extra.

#### Females' Wages.

4. Females may be employed at the following rates :—

	Per Week.		
	£	s.	d.
First year .. .. .	1	2	6
Second year .. .. .	1	7	6
Third year .. .. .	1	12	6
Fourth year .. .. .	1	17	6
Thereafter not less than .. .. .	2	5	0

#### Youths' Wages.

5. Youths may be employed at the following rates :—

	Per Week.		
	£	s.	d.
Under seventeen years of age .. .. .	1	10	0
Seventeen years to eighteen years .. .. .	2	0	0
Eighteen years to nineteen years .. .. .	2	10	0
Nineteen years to twenty years .. .. .	3	0	0
Over twenty years of age, not less than the minimum rate for adult male workers.			

*Payment of Wages.*

6. (a.) All wages shall be paid either weekly or fortnightly, as may be mutually arranged between the individual employer and his worker.

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

*Overtime.*

7. (a.) All work performed outside of or in excess of the hours mentioned in clause 1 hereof shall be considered overtime, and shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

(b.) All work done on Christmas Day, Good Friday, or on Sunday shall be paid for at double-time rates, and work done on any of the other holidays hereinafter mentioned shall be paid for at the rate of time and a half: Provided nevertheless that all work done in attendance to forcing-stoves, greenhouses, frames, or bushhouses on Sundays or holidays shall be paid for at ordinary rates.

*Holidays.*

8. The recognized holidays shall be Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Labour Day, and Sovereign's Birthday: Provided that one other day may be substituted for the Sovereign's Birthday by mutual agreement between the employer and his workers.

*Suburban Work.*

9. Work done over two miles from the employer's place of business, but which does not come within the definition of country work, shall be considered suburban work, and journeymen 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 work at the cost of the employer, but no journeyman residing less than two miles 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.*

10. (a.) "Country work" means work performed by a worker which necessitates his lodging elsewhere than at his usual place of residence.

(b.) A worker employed on country work shall be conveyed by his employer to and from such work free of charge, or his travelling-expenses going to and returning from such work shall be paid by his employer, but once only during the continuance of the work if the

work is continuous and the worker is not in the meantime recalled by his employer.

(c.) The employer shall provide every worker employed on country work with suitable board and lodging while so employed, but the employer in lieu of providing board and lodging may pay the worker at the rate of £1 10s. per week.

(d.) Time occupied in travelling shall be paid for at ordinary rates, but no worker shall be paid more than an ordinary day's pay for any day occupied by him in travelling even though the hours occupied may exceed eight hours, unless he is on the same day occupied in working for his employer.

(e.) When a worker is employed on country work at such a distance that he is unable to return to his home at night he may agree with his employer to work at ordinary rates in excess of the hours prescribed by clause 1 hereof.

#### *Term of Engagement.*

11. 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.

#### *Existing Contracts.*

12. (a.) Notwithstanding the provisions of this award workers may be employed by and work for any employer for the purpose of completing any contract by which such employer may be bound and which was on the 30th day of March, 1925, uncompleted, and by which any employer was prior to the 30th day of March, 1925, bound, and it shall be lawful for any such employer to agree with any worker to work under the last awards dated respectively the 18th day of March, 1921, and recorded in Book of Awards, Vol. xxii, p. 358, and the 21st day of June, 1920, and recorded in Book of Awards, Vol. xxi, p. 699.

(b.) Any employer who desires to take advantage of this provision shall, within thirty days from the date hereof, give to the secretary of the union notice in writing of the contracts in respect of which he claims to be entitled to exemption, stating the date of each contract, the name of the person with whom the same has been entered into, and where the same is to be performed. No employer shall be entitled to the benefit of this provision in respect of any contract of which he has not so given notice.

#### *Preference.*

13. (a.) If any employer shall hereafter engage any worker coming within the scope of this award who shall not be a member of the union, and who shall not become a member thereof within seven days after his engagement and remain such member, the employer

shall dismiss such worker from his service if requested 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 only if and so long as the rules of the union shall permit any worker coming within the scope of this award 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 9d. per week.

#### *Under-rate Workers.*

14. (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 that 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 shall 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 person 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 a worker to agree in writing 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.

#### *Scope of Award.*

15. This award shall apply to employers carrying on business as landscape or nursery gardeners in the Canterbury and Otago and Southland Industrial Districts.

This award shall not apply to work done in connection with the growing of fruit for sale.

*Term of Award.*

16. This award in so far as it relates to wages shall be deemed to have come into force on the 30th day of March, 1925, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 2nd day of March, 1928.

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 14th day of May, 1925.

[L.S.]

F. V. FRAZER, Judge.

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MEMORANDUM.

This award embodies, without alteration, the recommendations of the Conciliation Council, which the parties agreed to accept.

[L.S.]

F. V. FRAZER, Judge.

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(8226.) CANTERBURY AND OTAGO AND SOUTHLAND NURSERYMEN  
AND LANDSCAPE GARDENERS.—STRIKING OUT PARTIES FROM  
AWARD.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of the Canterbury and Otago and Southland Nurserymen and Landscape Gardeners' award, dated the 14th day of May, 1925.

Tuesday, the 2nd day of June, 1925.

In pursuance and exercise of the powers conferred by section 92 of the Industrial Conciliation and Arbitration Act, 1908, and for the purpose of remedying a defect in the Canterbury and Otago and Southland Nurserymen and Landscape Gardeners' award, dated the 14th day of May, 1925, this Court, being of the opinion that it is just and equitable to amend the said award, doth hereby order that the said award be amended in manner following, that is to say:—

1. The undermentioned bodies shall be struck out from the list of parties to the said award:—

Domain Board, Christchurch.

South Canterbury Hospital Board.

North Otago Hospital and Charitable Aid Board, Oamaru.

2. This order shall operate and take effect as from the day of the date hereof.

[L.S.]

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F. V. FRAZER, Judge.

MEMORANDUM.

The Court has heard the representatives of the three bodies above named, and is satisfied that as the Christchurch Domain Board does not carry on business for pecuniary gain, and is neither a local

authority nor a body corporate within the meaning of the Act, but is a body exercising powers delegated by the Crown in respect of the administration of Crown property, it is outside the jurisdiction of the Court. The two Hospital Boards employ a number of men in a general capacity, and, though their work includes a certain amount of gardening, we do not think that the circumstances justify us in retaining these Boards as parties to the award.

[L.S.]

F. V. FRAZER, Judge.

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(8313.) CANTERBURY AND OTAGO AND SOUTHLAND NURSERYMEN AND LANDSCAPE GARDENERS.—ADDING PARTIES TO AWARD.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments ; and in the matter of the Canterbury and Otago and Southland Nurserymen and Landscape Gardeners' award dated the 14th day of May, 1925, and recorded in the Book of Awards, Vol. XXVA, p. 446.

Thursday, the 27th day of August, 1925.

UPON reading the application of the Christchurch Gardeners' Industrial Union of Workers, party to the Canterbury and Otago and Southland Nurserymen and Landscape Gardeners' award, dated the 14th day of May, 1925, and recorded in Book of Awards, Vol. XXVA, p. 446, which application was filed herein on the 8th day of August, 1925, and upon hearing the duly appointed representative of the said union and such of the persons, firms, and companies hereinafter named as appeared either in person or by their representative duly appointed, this Court doth order that the following be and they are hereby added as parties to the said award as from the day of the date hereof :—

Canterbury Jockey Club, Christchurch.

Canterbury Park Trotting Club, Christchurch.

Christchurch City Council, Municipal Chambers, Christchurch.

McLeod, J. N., 72 Papanui Street, Papanui, Christchurch.

Stead, E. F., Ilam Road, Riccarton, Christchurch.

Wormald, J. W., 57 Ward Street, Addington, Christchurch.

[L.S.]

F. V. FRAZER, Judge.

**(8415.) CANTERBURY AND OTAGO AND SOUTHLAND NURSERYMEN AND LANDSCAPE GARDENERS.—STRIKING OUT PARTY FROM AWARD.**

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of the Canterbury and Otago and Southland Nurserymen and Landscape Gardeners' award, dated the 14th day of May, 1925, and recorded in Book of Awards, Vol. XXVA, p. 446.

Tuesday, the 3rd day of November, 1925.

IN pursuance and exercise of the powers conferred by section 92 of the Industrial Conciliation and Arbitration Act, 1908, and for the purpose of remedying a defect in the Canterbury and Otago and Southland Nurserymen and Landscape Gardeners' award, dated the 14th day of May, 1925, and recorded in Book of Awards, Vol. XXVA, p. 446, this Court, being of the opinion that it is just and equitable to amend the said award, doth hereby order as follows:—

1. That the said award shall be amended by striking out from the list of parties thereto the name of—

Stead, E. F., Ilam Road, Riccarton, Christchurch.

2. That this order shall operate and take effect as from the day of the date hereof.

[L.S.]

F. V. FRAZER, Judge.

(8419.) CANTERBURY AND OTAGO AND SOUTHLAND NURSERYMEN AND LANDSCAPE GARDENERS.—STRIKING OUT PARTY FROM AWARD.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments ; and in the matter of the Canterbury and Otago and Southland Nurserymen and Landscape Gardeners' award, dated the 14th day of May, 1925, and recorded in Book of Awards, Vol. XXVA, p. 446.

Tuesday, the 24th day of November, 1925.

IN pursuance and exercise of the powers conferred by section 92 of the Industrial Conciliation and Arbitration Act, 1908, and for the purpose of remedying a defect in the Canterbury and Otago and Southland Nurserymen and Landscape Gardeners' award, dated the 14th day of May, 1925, and recorded in Book of Awards, Vol. XXVA, p. 446, this Court, being of the opinion that it is just and equitable to amend the said award, doth hereby order as follows :—

1. That the said award shall be amended by striking out from the list of parties the name of—

Christchurch City Council, Municipal Chambers, Christchurch.

2. That this order shall operate and take effect as from the day of the date hereof.

[L.S.]

F. V. FRAZER, Judge.