

TARANAKI GARDENERS.—AWARD.

In the Court of Arbitration of New Zealand, Taranaki Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the Taranaki Labourers and Related Trades Industrial Union of Workers (hereinafter called “the union”) and the undermentioned persons, firms, and companies (hereinafter called “the employers”):—

Allen, A. S., Frankleigh Park, New Plymouth.

Bain, J., Hine Street, New Plymouth.

Duncan and Davies, Westown, New Plymouth.

Jury, L. E., Wallace Place, New Plymouth.

Lester, V. N., Ngaere Gardens, Stratford.

Mills, G. H., Waihi Road, Hawera.

Morshead, F. J., 73 Gilbert Street, New Plymouth.

Shailer, G. E., Caledonia Street, Hawera.

Watkins, I., Weymouth Street, New Plymouth.

Williams, W. G., Okaiawa, Hawera.

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 13th day of August, 1938, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

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 13th day of August, 1937.

[L.S.]

P. J. O'REGAN, Judge.

SCHEDULE.

Hours of Work.

1. (a) An ordinary week's work for adult male workers shall not exceed forty-eight hours in any one week, to be worked between 7.30 a.m. and 5.15 p.m. on five days of the week and between 7.30 a.m. and noon on the day of the statutory half-holiday.

(b) The hours of work for junior male workers and all female workers shall not exceed forty-four in any one week.

(c) No worker shall be employed for more than five hours continuously without an interval of at least three-quarters of an hour for a meal.

Rates of Wages.

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

	Per Week.		
	£	s.	d.
Fully qualified nurserymen	4	15	0
Labourers over twenty-one years of age	4	3	0

(b) Casual labourers over twenty-one years of age, 2s. per hour.

(c) A "casual worker" is a worker who is employed by the hour.

(d) Boys and youths may be employed at not less than the following weekly rates:—

—	First Year.		Second Year.	Third Year.	Fourth Year.	Fifth Year.	Sixth Year.
	First Six Months.	Second Six Months.					
Under sixteen years of age ..	15/-	15/-	23/-	31/-	39/-	47/-	55/-
Sixteen to seventeen ..	18/-	23/-	31/-	39/-	47/-	55/-	..
Seventeen to eighteen ..	26/-	31/-	39/-	47/-	55/-	..	..
Eighteen to nineteen ..	34/-	39/-	47/-	55/-	..	..	..
Nineteen to twenty ..	42/-	47/-	55/-	..	..	..	..
Twenty to twenty-one ..	50/-	55/-	..	..	..	..	..

(e) Female workers:—

	Per Week.		
	£	s.	d.
Under seventeen years of age ..	0	15	0
From seventeen to eighteen years of age	1	0	0
From eighteen to nineteen years of age	1	5	0
From nineteen to twenty years of age ..	1	10	0
From twenty to twenty-one years of age	1	15	0
Thereafter	2	0	0

(f) No worker receiving a higher rate of wages than that prescribed herein shall have his wages reduced by the operation of this award.

(g) Wages shall be paid weekly or fortnightly in cash, and during working-hours.

Overtime.

3. All work performed outside 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 three hours and double time thereafter.

Proportion of Youths.

4. (a) Boys and youths may be employed in the proportion of one boy or youth to every three or fraction of three male adults.

(b) Junior females may be employed in the proportion of one to every two or fraction of two fully paid workers.

(c) For the purpose of this clause an employer actively engaged in the business shall be classed as a senior.

(d) Notwithstanding the foregoing, each establishment shall be entitled to one youth or junior, male or female.

Travelling-time.

5. When men are engaged to work away from their depot they shall be paid full travelling-expenses and wages at ordinary rates of pay whilst travelling to and from their work.

Holidays.

6. (a) The following shall be observed as holidays: New Year's Day, Good Friday, Easter Monday, Sovereign's Birthday, Labour Day, Anzac Day, Christmas Day, and Boxing Day.

(b) Work done on Christmas Day, Good Friday, Anzac Day, or on Sunday shall be paid for at double time rates, and work done on any other holidays specified herein shall be paid for at the rate of time and a half.

(c) An employer may call upon a worker to attend to any special duties, such as watering, shading, and ventilating, on any of the above-mentioned holidays or on a Sunday, without payment of overtime if the worker is granted equivalent time off at a time to be mutually arranged.

Annual Holidays.

7. In addition to the statutory holidays provided for in clause 6 hereof, an annual holiday of one week shall be allowed employees on completion of each year of continuous service under this award at a time to be mutually arranged. If employed continuously for not less than six months a proportionate holiday shall be granted. The qualifying period for the purpose of this clause shall be deemed to have commenced as from the date of coming into force of this award.

General Provisions.

8. (a) No deduction shall be made from the wages of weekly workers except for time lost through sickness or accident or for time lost by default, or from other cause over which the employer has no control.

(b) Workers required to work overtime on any day without being notified on the previous day of such overtime shall be paid 1s. 6d. for a meal, provided they cannot reasonably get home.

(c) Proper sanitary accommodation shall be provided.

(d) Gloves shall be supplied to workers engaged in pruning, spraying, or washing and sorting bulbs.

Termination of Employment.

9. In the case of hourly workers, one hour's notice shall be given by either party. In the case of weekly workers, twenty-four hours' notice shall be given by either party, but nothing herein shall affect the right of an employer to dismiss a worker, without notice, for lawful excuse.

Time and Wages Book.

10. A time and wages book, setting out the names of workers employed, the hours of employment, and the wages paid each week, shall be kept by each employer bound by this award.

First Aid.

11. A modern first-aid outfit shall be kept on the premises of the employer for use in case of accident.

Disputes.

12. 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 dealt with in this award, every such dispute or difference shall be first discussed between the employer concerned and an appointed representative of the union, and, in the event of a settlement not being arrived at, the dispute 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. Either side shall have the right of appeal to the Court against the decision of such committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

Workers to be Members of Union.

13. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of

workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award:

Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

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 operate throughout the Taranaki Industrial District.

Term of Award.

16. This award, in so far as it relates to wages, shall be deemed to have come into force on the 15th day of May, 1937, 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 13th day of August, 1938.

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 13th day of August, 1937.

[L.S.]

— P. J. O'REGAN, Judge.

MEMORANDUM.

The only matter referred to the Court was the date of the coming into force of the award. In other respects the award embodies the recommendations arrived at by the assessors in Conciliation Council.

The Court has fixed a forty-four to forty-eight hour week in this industry because the parties in Conciliation Council have agreed on such hours.

P. J. O'REGAN, Judge.
