

CHRISTCHURCH CITY COUNCIL **GARDENERS.**—INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 17th day of August, 1939, between the Christchurch City Council, Christchurch, of the one part, and the Christchurch Gardeners' Industrial Union of Workers (hereinafter called "the union"), of the other part, whereby it is mutually agreed by and between the said parties as set out in the following schedule:—

SCHEDULE.

*Hours of Work.*

1. (a) The hours of work shall not exceed eighty per fortnight exclusive of necessary time for attendance to forcing stoves or greenhouses on Sundays or holidays, such hours to be worked between 7.30 a.m. and 5 p.m. on five days of the week, Monday to Friday inclusive, and between the hours of 7.30 a.m. and 12 noon on Saturday.

(b) Those engaged on jobbing-work shall be allowed to work up to eight 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-four hours.

*Definitions.*

2. A nurseryman or landscape gardener or gardener is a worker who has served an apprenticeship of five years as a nurseryman's or landscape gardener's or 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 or gardener for a period of not less than five years, or who is at present employed as such.

*Wages.*

3. (a) Nurserymen or landscape gardeners or gardeners, if not engaged by the week, shall be paid not less than 2s. 9d. per hour; and if engaged by the week shall be paid a weekly wage of not less than £5 5s.

(b) A worker in charge of not less than four men shall be paid a 1s. per day extra.

(c) Any worker coming within the scope of this award required to work a horse or tractor, shall be paid 1s. per day extra while so employed.

(d) Any worker in receipt of a higher rate of wages than herein prescribed shall not have his present wage reduced while in his present employment.

*Youths' Wages.*

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

	Per week.		
	£	s.	d.
Under seventeen years of age ..	1	15	0
Seventeen to eighteen years..	2	5	0
Eighteen to nineteen years ..	2	15	0
Nineteen to twenty years ..	3	5	0
Twenty to twenty-one years..	3	15	0

*Females' Wages.*

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

	Per week.		
	£	s.	d.
First year .. ..	1	0	0
Second year .. ..	1	5	0
Third year .. ..	1	10	0
Fourth year .. ..	2	0	0
Thereafter not less than ..	2	15	0

Not more than two females to be employed.

*Payment of Wages.*

6. (a) All wages shall be paid weekly, and not later than Thursday.

(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.

*Tools.*

7. All tools shall be provided by the employer.

*Overtime.*

8. (a) Time worked outside of or in excess of the hours mentioned in clause 1 hereof 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, and 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 bush-houses on Sundays or holidays shall be paid for at ordinary rates.

*Holidays.*

9. (a) Workers shall receive and be paid for the following holidays when such holidays fall on an ordinary working day: New Year's Day, Good Friday, Easter Monday, Anzac Day, Sovereign's Birthday, Labour Day, Christmas Day, Boxing Day, and two other holidays to be mutually agreed upon.

(b) When any of the foregoing holidays, other than Anzac Day, falls on a Sunday, the following day shall be observed.

*Annual Holiday.*

10. Held over in the meantime.

*Termination of Engagement.*

11. In 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 serious misconduct.

*Matters not provided for.*

12. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the secretary or president of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the Conciliation Commissioner, who may either decide the same or refer the matter to the Court. Either party if dissatisfied with the decision of the Commissioner may appeal to the Court upon giving written notice of such appeal to the other party within fourteen days after such decision shall have been communicated to the party desiring to appeal.

*Workers to be Members of the Union.*

13. (a) It shall not be lawful for an employer bound by this agreement to employ or continue to employ in any position of employment subject to this agreement any adult person who is not for the time being a member of an industrial union of workers bound by this agreement 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 agreement: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by the agreement during any time while there is no member of a union bound by this agreement who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purpose of subclause (a) of this clause a person of the age of eighteen years and upwards, and every other person who is for the time being in receipt of not less than the minimum rate of wages prescribed by this agreement 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 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 be given to such worker by the secretary of the union requiring him to have his wage again fixed in the 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.

#### *Application of Agreement.*

15. This agreement shall apply to the parties named herein.

*Term of Agreement.*

16. The wages provided in clauses 3, 4, and 5 of this agreement shall be payable as from the 1st April, 1939, and the other terms and conditions herein shall operate from the day of the date hereof, and this industrial agreement shall continue in force for two years from the date of making.

For and on behalf of the Christchurch City Council—

[L.S.]

J. S. BARNETT, Deputy Mayor.  
J. S. NEVILLE, Town Clerk.

For and on behalf of the Christchurch Gardeners' Industrial Union of Workers—

[L.S.]

R. V. GOLLAN, President.  
W. H. MATHISON, Secretary.

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