
THE TIMARU BOROUGH COUNCIL **GARDENERS AND
GARDENERS' ASSISTANTS.**—INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 6th day of February, 1939, between the Christchurch Gardeners' Industrial Union of Workers (hereinafter referred to as "the union"), of the one part, and the Timaru Borough Council (hereinafter referred to as "the employer"), of the other part, whereby it is mutually agreed by and between the said parties hereto as follows, that is to say:—

1. That the terms, conditions, stipulations, and provisions contained and set out in the schedule hereto shall be binding upon the said parties, and they shall be deemed to be and are hereby incorporated in and declared to form part of this agreement.

2. The said parties hereto shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, conditions, stipulations, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

SCHEDULE.

Hours of Work.

1. (a) The hours of work shall not exceed 80 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) 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.

(b) A nurseryman's or landscape gardener's or gardener's labourer is a worker who is not competent to perform all general nursery and landscape-gardening and 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 or gardeners, if not engaged by the week, shall be paid not less than 2s. 7d. per hour, and if engaged by the week shall be paid a weekly wage of not less than £5 5s.

(b) Nurserymen's or landscape gardeners' or gardeners' labourers, if not engaged by the week, shall be paid not less than 2s. 3d. per hour, and if engaged by the week shall be paid not less than £4 15s. per week.

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

(d) 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.

(e) 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	5	0
Second year	1	10	0
Third year	1	15	0
Fourth year	2	5	0
Thereafter not less than ..	2	10	0

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, and not later than the usual time for ceasing work.

(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 2 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, 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 bush-houses on Sundays or holidays shall be paid for at ordinary rates.

Holidays.

9. (a) Weekly 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. The employer shall notify the union of the two days agreed upon.

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

(c) The above provisions shall apply to hourly workers when such workers have been employed for not less than ten days during the four-weekly period preceding any of the holidays mentioned therein.

Annual Holiday.

10. Upon completion of a year of service with the same employer each worker shall be given two weeks' holiday on full pay. Such holiday shall be given and taken within two months from when it falls due or at such other time as may be agreed upon by the employer and the union. The year of service shall be reckoned from the time of the last paid annual holiday or, where in the past no paid annual holiday has been given, the year of service shall be reckoned from the 1st day of March, 1938.

If the employment is terminated for any reason, other than for misconduct of the worker, at any time after the first year of service, or after six months of the first year of service is completed, the worker shall be given a paid holiday or proportionate duration for the period served, or he shall be given the holiday payment when the employment is terminated.

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 Union.

13. (a) It shall not be lawful for any employer bound by this agreement to employ or to continue to employ in any position or 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 this 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 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 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 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.

Application of Agreement.

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

Term of Agreement.

16. The wages provided in clauses 3 and 4 and 5 of this agreement shall be payable as from the 6th November, 1938, and the other terms and conditions herein contained 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.

The seal of the Christchurch Gardeners' Industrial Union of Workers was hereunto affixed in the presence of—

[L.S.]

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

Executed by and for the Timaru Borough Council—

[L.S.]

W. G. TWEEDY, Mayor.
E. KILLICK, Town Clerk