

NEW ZEALAND (EXCEPT OTAGO) **NURSERYMEN AND GARDENERS—AWARD**

*[Filed in the Office of the Clerk of Awards, Wellington]*

In the Court of Arbitration of New Zealand, Northern, Taranaki, Wellington, Marlborough, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the New Zealand Federated Labourers and Related Trades Industrial Association of Workers (hereinafter called "the union") and the undermentioned person, firms, companies, and Boards (hereinafter called "the employers") :—

**NORTHERN INDUSTRIAL DISTRICT**

Anfield Nurseries, Tauranga.  
 Calderwood's Nurseries (off end of Wilson Street), Hamilton East.  
 Carew's Nurseries, 14 Epsom Avenue, Royal Oak, Auckland.  
 Carr, W., Orchard Street, Avondale, Auckland.  
 Carr's Nurseries, Limited, 15 Puketea Street, Auckland.  
 Clist's Nurseries, 10 Alison Avenue, Devonport, Auckland.  
 Cutler, H. W. and Son, Limited, Astley Avenue, New Lynn, Auckland.  
 Griffiths, Limited, 119-123 Owens Road, Mount Eden, Auckland.  
 Henderson's Nurseries, 96 Pembroke Street, Hamilton.  
 Mount Wellington Nursery, Panmure, Auckland.  
 Palmer, A. W. and Sons, Great North Road, Glen Eden.  
 Prices' Nurseries, 26 Brookfield Street, Hamilton East.  
 Royal Oak Nurseries, 46A Mount Smart Street, Onehunga, Auckland.  
 Thompson, D. S. and Company, 181 Gladstone Road, Gisborne.  
 Watt, S. J., Parua Bay Road, Whangarei.

**TARANAKI INDUSTRIAL DISTRICT**

Duncan and Davies, Limited, Westown, New Plymouth.  
 Shailer, G. E., Caledonia Street, Hawera.

**WELLINGTON INDUSTRIAL DISTRICT**

Benefield and Sons, Kelvin Street, Aramoho, Wanganui.  
 Downers Nursery, Omaha Road, Hastings.  
 Ford Motor Company, Seaview Road, Lower Hutt.  
 Harrison, R. E. and Company, Albert Street, Palmerston North.  
 Iona College, Havelock North.  
 Karitane Products, Limited, Melrose, Wellington.  
 Lewisham Hospital, Wellington.  
 Nga Tawa College, Marton.  
 Walker, W. H. and Sons, Karamu Road, Hastings.  
 Wanganui Girls' College, Wanganui.

**MARLBOROUGH INDUSTRIAL DISTRICT**

Blenheim Nursery Company, Blenheim.  
 Come to Blenheim Association, Blenheim.

**NELSON INDUSTRIAL DISTRICT**

Large and Sons, Brook Street, Nelson.

## WESTLAND INDUSTRIAL DISTRICT

Robinson, Mrs. A., Hamilton Street, Hokitika.  
West Coast Florist Company, Marsden Road, Greymouth.

## CANTERBURY INDUSTRIAL DISTRICT

Aulsebrook and Company, 72 St. Asaph Street, Christchurch.  
Avonside Girls' High School, 180 Avonside Drive, Christchurch.  
Barnett, C. M., 145 North Avon Road, Richmond, Christchurch.  
Christchurch Drainage Board, 198 Hereford Street, Christchurch.  
Christchurch Nursery Company, 85 Aldwins Road, Woolston, Christchurch.  
Crematorium (Cremation Society of Canterbury, Limited), 109 Tuam Street, Christchurch.  
Fleming and Company, Limited, 201 Deans Avenue, Riccarton, Christchurch.  
Ivory's Rangiora Nurseries, Rangiora, Christchurch.  
McLeod, J. N., 108 Paparoa Street, Papanui, Christchurch.  
Millichamp, J. and Sons, Main Road, Tinwald, Ashburton.  
Nairn's Nurseries, Limited, P.O. Box 426, Christchurch.  
Richardson, J. K., 212 Mai-iti Road, Timaru.  
St Andrew's College (Mr. Stewart), Papanui Road, Christchurch.  
St Bede's College, Main North Road, Papanui, Christchurch.  
St Mary's School, 876 Colombo Street, Christchurch.  
Shirley Intermediate School, Shirley, Christchurch.  
Timaru Boys' High School, North Street, Timaru.  
Timaru Girls' High School, Cain Street, Timaru.

## SOUTHLAND DISTRICT

Thomas Bros. (Invercargill), Dee Street, Invercargill.  
Thompson, P. A., Retreat, Waikiwi, Southland.

THE undersigned Deputy Judge of the Court of Arbitration, acting in pursuance of an order of delegation of the said Court of Arbitration, 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 doth also 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 doth also further order that this award shall take effect as hereinafter provided, and shall continue in force until the 15th day of November, 1950, 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 undersigned Deputy Judge of the Court hath hereunto set his hand, this 15th day of November, 1949.

[L.S.]

D. J. DALGLISH,  
Deputy Judge of the Court of Arbitration,  
acting in pursuance of an order of delegation of the  
Court of Arbitration.

---

#### SCHEDULE

##### *Industry to Which Award Applies*

1. This award shall apply to the nursery industry and to the industry of landscape gardening and gardening and to gardening work in conjunction with any commercial undertaking, institution, or industry, but excluding the growing of fruit or vegetables for sale or attendance to sports grounds.

The terms of this award shall not cover workers engaged in the industry who are in receipt of salary or wages of £500 or more per annum.

##### *Hours of Work*

2. (a) Except as otherwise provided, the ordinary hours of work shall not exceed forty per week nor eight per day, to be worked between the hours of 7.30 a.m. and 5 p.m. from Monday to Friday, both days inclusive.

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

##### *Definitions*

3. (a) A qualified nurseryman or gardener is a worker who has served an apprenticeship of not less than five years in the industry covered by this award or who at the date of coming into operation of this award has been employed as a nurseryman or gardener for a period of not less than five years.

(b) An unqualified nurseryman or gardener is a worker who is employed as a nurseryman or gardener but who has neither served an apprenticeship nor been employed as a nurseryman or gardener for a period of five years or over.

(c) A weekly worker is a worker who is employed and paid by the week.

(d) A casual worker is a worker who is employed for a period of less than one week.

#### *Wages*

4. (a) The minimum rates of wages shall be as follows:—

Qualified nurseryman or gardener ..	£8	2s.	7d.	per week
Qualified casual nurseryman or gardener .. .. .		3s.	11d.	per hour
Unqualified nurseryman or gardener..	£7	11s.	6d.	per week
Unqualified casual nurseryman or gardener .. .. .		3s.	7 $\frac{3}{4}$ d.	per hour
Labourers .. .. .	£7	2s.	6d.	per week
Casual labourers .. .. .		3s.	5d.	per hour

(b) Foremen in charge of three or more workers shall be paid 5s. per week in addition to their ordinary rate of wages.

(c) Workers who at the coming into force of this award are in receipt of a higher rate of wages than prescribed herein shall not have their wages reduced whilst their employment continues.

(d) Employers shall pay the following extra rates to the holders of certificates issued under the Royal New Zealand Institute of Horticulture Act, 1927:—

	Per Week.
	s. d.
Junior .. .. .	3 6
Intermediate .. .. .	5 6
Full diploma .. .. .	7 6

#### *Females*

5. Females shall be paid not less than the following rates of wages:—

	Per Week.
	£ s. d.
First six months .. .. .	1 16 6
Second six months .. .. .	2 2 6
Third six months .. .. .	2 8 0
Fourth six months .. .. .	2 13 6
Fifth six months .. .. .	2 19 6
Sixth six months .. .. .	3 5 6
Fourth year .. .. .	3 13 6
Thereafter .. .. .	4 11 10

Provided that females of the age of eighteen years and upwards shall be paid not less than £2 19s. 6d. per week for the first six months and thereafter according to scale.

*Payment of Wages*

6. (a) Wages shall be paid each week in working-hours on the regular pay-day not later than Thursday.

(b) No deduction shall be made from the weekly wages prescribed in this award except for time lost through the worker's own default or sickness.

*Overtime*

7. (a) All time worked outside of or in excess of the hours mentioned in clause 2 (a) hereof shall be considered overtime and shall be paid for at the rate of time and a half for the first four hours in any one day and double time thereafter.

(b) All work performed on Sundays or on any of the holidays named in clause 8 (a) hereof shall be paid for at double the ordinary rate: Provided that all work done in attendance to forcing-stoves, green-houses, frames, or bush-houses on Saturdays, Sundays, or any of the said holidays shall be paid for at time and a half rates. The payment for work done on holidays shall be in addition to any payment required by clause 8 (a) of this award.

(c) Not less than two hours shall be paid for on any Saturday or Sunday or holiday on which work is performed.

*Holidays*

8. (a) The following shall be the recognized holidays which shall be paid for at ordinary rates except when the holiday falls on a day other than an ordinary working-day: New Year's Day, 2nd January, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, Christmas Day, Boxing Day, and Anniversary Day: Provided any employer or worker may agree to substitute any other days in lieu of King's Birthday or Anniversary Day.

(b) The employer shall pay wages for the above holidays to all workers performing work coming within the scope of this award who have been employed by him at any time during the fortnight ending on the day on which the holiday occurs.

(c) Where any worker has been employed upon work coming within the scope of this award by more than one employer during the fortnight ending on the day on which any of the above holidays occurs, he shall be entitled to receive payment for the holiday from such one or more of those employers and, if more than one, in such proportions as the Inspector of Awards determines.

(d) In the event of a holiday, other than Anzac Day, falling on a Sunday or Saturday such holiday shall be observed on the succeeding Monday, and in the event of another holiday falling on such Monday such other holiday shall be observed on the succeeding Tuesday.

(e) Holidays shall be allowed in accordance with the provisions of the Annual Holidays Act, 1944.

*General Provisions*

9. (a) Workers required to work overtime on any day beyond one hour after their usual time for ceasing work without being notified on the previous day of such overtime shall, provided that they cannot reasonably get home, be paid 2s. 6d. for a meal.

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

(c) A first-aid outfit shall be kept on the premises for use in case of accidents.

(d) All tools shall be supplied by the employers.

(e) An interval of ten minutes shall be allowed during each morning and afternoon.

(f) Where workers are required to work outside in wet weather, suitable oilskin raincoats and leggings shall be available for their use. Such articles shall remain the property of the employer, and workers shall take due care of them.

(g) Workers employed pruning or cutting trees or hedges ten feet or more from the ground shall be paid 3d. per hour extra.

*Accommodation*

10. (a) The employer shall provide suitable sanitary accommodation for the use of workers, and also a suitable room for workers to keep their clothes and take their meals.

(b) Where more than three female workers are employed in addition to male workers, separate sanitary accommodation for each sex shall be provided.

(c) Employers shall provide suitable accommodation for bicycles.

*Suburban Work*

11. Work done over one and a half 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 workers employed thereon shall be allowed and paid for time reasonably occupied by them in going to and from such work, or they shall be conveyed to and from such work at the cost of the employer. Where transport is not provided by the employer the cost of fares incurred by the workers in so travelling shall be paid by the employer. No worker residing less than one and a half 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*

12. (a) "Country work" means work done by a worker in such a locality as to necessitate his sleeping elsewhere than at his genuine place of residence in New Zealand.

(b) The provisions herein contained relative to country work shall apply whether or not the worker, prior to his accepting such country work, is already in the service of the employer, and whether the worker is engaged at the place where the work is to be done or elsewhere, and irrespective of the situation of the employer's usual place of business.

(c) The employer shall convey the worker free of charge, or pay his fare, to and from country work, but once only during the continuance of the work. If, however, the worker is withdrawn from such work by the employer, or if he returns therefrom requiring medical attention in consequence of accident or sickness arising out of and in the course of the employment, and is, in either case, again required to work, the employer shall again convey him or pay his fare to and from such work.

(d) Time occupied in travelling during the ordinary working-hours, once each way, shall be paid for at ordinary rates.

(e) The employer shall either provide the worker while on country work with suitable board and lodging or, in lieu thereof, pay him for each day of the week other than Sunday the sum of 7s.: Provided that where through circumstances within the control of the employer a worker is employed upon country work for less than six consecutive days, the employer shall provide such board and lodgings and may not elect to make such payment in lieu thereof. Suitable board and lodgings shall include the providing of mattresses and stretchers.

(f) When the work is situated less than fifty miles from the employer's place of business, the worker shall be refunded his return fare to and from the place of engagement once every four weeks during the continuance of the work. When the work is situated over fifty miles from the employer's place of business, the refund shall be made once in each three months.

(g) Notwithstanding anything contained herein, and subject to clause 7 (b) hereof, an employer may agree in writing with any worker that in respect of any specified country work the hours of work shall be other than those hereinbefore prescribed: Provided, however, that all time worked outside or in excess of such prescribed hours shall be considered overtime and shall be paid for at the rate of 1½d. per hour in addition to the ordinary rates.

#### *Term of Engagement*

13. Except in the case of workers paid by the hour, a week's notice of dismissal or resignation shall be given by the employer or worker. In the case of hourly workers, two hours' notice on either side shall terminate the engagement. This clause shall not prevent any employer from summarily dismissing any worker for misconduct.

*Disputes Committee*

14. 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 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 a decision of any 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*

15. (a) Subject to the provisions of section 18 (5) of the Industrial Conciliation and Arbitration Amendment Act, 1936, it shall not be lawful for any employer bound by this award to employ or 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.

(b) For the purpose 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*

16. (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 the 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 wages, to examine the permit or agreement by which such wage is fixed.

#### *Right of Entry Upon Premises*

17. The secretary or other authorized officer of the union shall with the consent of the employer (which consent shall not be unreasonably withheld) be entitled to enter at all reasonable times upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

#### *Exemptions*

18. The following are exempted from the provisions of this award, namely,—

- Convent of Mercy, Craigie Avenue, Timaru.
- Presbyterian Children's Home, North Street, Timaru.
- Rhodes Memorial Convalescent Home, Cashmere Hills, Christchurch.
- St. Joseph's Home, Middleton, Christchurch.
- St. Joseph's Orphanage, Halswell, Christchurch.

#### *Application of Award*

19. Subject to the provisions of clause 18 hereof, this award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer who, not being an original party hereto, is, when this award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial districts to which this award relates.

#### *Scope of Award*

20. This award shall operate throughout the Northern, Taranaki, Wellington, Marlborough, Nelson, Westland, and Canterbury Industrial Districts and that portion of the Otago and Southland Industrial District comprised in the former Province of Southland.

*Term of Award*

21. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of June, 1949, and so far as all the other conditions of this award are concerned it shall come into force of the day of the date hereof; and this award shall continue in force until the 15th day of November, 1950.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the undersigned Deputy Judge of the Court of Arbitration hath hereunto set his hand, this 15th day of November, 1949.

[L.S.]

D. J. DALGLISH,  
Deputy Judge of the Court of Arbitration,  
acting in pursuance of an order of delegation of the  
Court of Arbitration.

---

**MEMORANDUM**

The matters referred to the Court and settled by me related to the industry to which the award applies, including the exemption in the second paragraph of clause 1, and the question of youths' rates of wages.

The exemptions in clause 18 were agreed to by the union.

The terms of partial settlement forwarded to the Court contained the following statement:—

“ That the Assessors desire to record the fact that the female rates shown in this award are not in their opinion the appropriate rates upon which to base wages for female apprentices in the industry.”

Certain applications to strike out and to join parties—all of which related to schools—were referred to the Court by the Conciliation Council. After hearing representations on behalf of the union, on the one hand, and on behalf of the Canterbury Education Board (in respect of Shirley Intermediate School), St. Andrew's College, and the Wanganui College Trust Board (in respect of Wanganui Girls' College), on the other hand, I have come to the conclusion that the schools in question should be bound by the award. They are accordingly joined as parties to the dispute and named as original parties to this award.

It was submitted in the case of two of the schools specified above that no person was employed who could come within the provisions of this award, but no evidence was called as to the exact nature of the duties of the caretaker or of the handy-man employed at the schools, and I am not prepared, therefore, to omit the schools from the list of original parties.

D. J. DALGLISH, Deputy Judge.