

NEW ZEALAND 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 1954; 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 under-mentioned union, association, boards, persons, firms, and companies (hereinafter called “the employers”):

Argyll Nurseries (C. A. McLaughlan), 31 North Road, North East Valley, Dunedin.
 Ashtonville Gardens, 384 Bay View Road, Dunedin.
 Auckland Education Board, Wellesley Street East, Auckland.
 Auckland Grammar Schools Board, 11 Shortland Street, Auckland.
 Auckland Nurserymen and Landscape Gardeners Industrial Union of Employers, National Insurance Building, O’Connell Street, Auckland.
 Avon Girls’ High School, 180 Avonside Drive, Christchurch.
 Benefield and Sons, Kevin Street, Aramoho, Wanganui.
 Bennett and Sons (Broadacres), North Road, North East Valley, Dunedin.
 Blenheim Nursery Co., Blenheim.
 Canterbury Education Board, P.O. Box 349, Christchurch.
 Cawthron Institute Trust Board, Nelson.
 Christchurch Drainage Board, 198 Hereford Street, Christchurch.
 Christie and Christie, 86 Main South Road, Green Island.
 Come to Blenheim Association, Blenheim.
 Crematorium (Cremation Society of Canterbury Ltd.), 109 Tuam Street, Christchurch.
 Diacks Nurseries Ltd., P.O. Box 181, Invercargill.
 Donaldson, L. W., Fulton Road, Leith Valley.
 Downers Nursery, Omaha Road, Hastings.
 Duncan and Davies Ltd., Nurserymen, New Plymouth.
 Duncan, R. A., Ltd., 177 Brooklands Road, New Plymouth.
 Education Board, District of Taranaki, P.O. Box 64, New Plymouth.
 Fleming and Co. Ltd., 201 Deans Avenue, Riccarton, Christchurch.
 Ford Motor Co., Seaview Road, Lower Hutt.
 Hampden Street School, Nelson.
 Harrison, R. E., and Co., Albert Street, Palmerston North.
 Hawke’s Bay Education Board, P.O. Box 157, Napier.
 Henderson High School Board, Henderson.
 Hutt Intermediate School, Lower Hutt.
 Hutt Valley High School, Woburn Road, Lower Hutt.
 Iona College, Havelock North.
 Ivory’s Rangiora Nurseries, Rangiora, Christchurch
 Karitane Products Ltd., Melrose, Wellington
 Kelston High School Board, New Lynn, Auckland.
 Kings College, Otahuhu.
 Kirktown Nurseries, 355 Ormond Road, Gisborne.
 Large and Sons, Brook Street, Nelson.
 Lewisham Hospital, Wellington.
 Lynfield College Board, White Swan Road, Auckland.
 Marlborough College, Blenheim.
 Millchamp, J., and Sons, Main Road, Tinwald, Ashburton.
 Nairns Nurseries Ltd., Christchurch.
 Nelson College, The Secretary, 283 Trafalgar Street, Nelson.
 Nelson Education Board, P.O. Box 36, Nelson.
 Nelson Intermediate School, Nelson.
 New Plymouth High School Board, P.O. Box 187, New Plymouth.
 New Zealand County Councils Industrial Union of Employers, 8–12 The Terrace, Wellington.
 New Zealand Nurserymen and Landscape Gardeners Industrial Association of Employers, Stamford House, Andrews Avenue, Lower Hutt.
 Nga Tawa College, Marton.
 North Westport School, Westport.
 Oamaru Boys’ High School, Oamaru.
 Oamaru Girls’ High School, Oamaru.
 Odering Nurseries Ltd., P.O. Box 467, Palmerston North.
 Onehunga High School Board, Pleasant Street, Onehunga.

Onslow College, Moorfield Road, Johnsonville.
 Otago Education Board, P.O. Box 473, Dunedin.
 Otahuhu College Board, Otahuhu.
 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.
 South Westport School, Westport.
 Takapuna College Board, Takapuna.
 Thomas Bros. (Invercargill), Dee Street, Invercargill.
 Thompson, D. S., and Co., 181 Gladstone Road, Gisborne.
 Thompson, P. A., Retreat, Waikiwi, Southland.
 Walker, W. H., and Sons, Karamu Road, Hastings.
 Wallis Nurseries, Riccarton Road, East Taieri.
 Waimea College, Richmond.
 Wanganui Education Board, P.O. Box 430, Wanganui.
 Wanganui Girls' College, Wanganui.
 Watkins, Ivon, Bell Rock.
 Wellington College Board of Governors, P.O. Box 1689, Wellington.
 Wellington Education Board, P.O. Box 6341, Wellington.
 Westport Technical College, Westport.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the terms of settlement arrived at in the above-mentioned dispute and forwarded directly to the Court pursuant to the provisions of section 13 of the Industrial Conciliation and Arbitration Act 1954, doth hereby order an 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 14th day of December 1962 and thereafter as provided by section 15 of the Industrial Conciliation and Arbitration Act 1954.

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 19th day of July 1962.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Industry to Which Award Applies

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

The terms of this award shall not cover workers engaged in the industry who are in receipt of salary or wages of £930 or more (exclusive of overtime) per annum.

Hours of Work

2. (a) Except as otherwise provided, the ordinary hours of work shall not exceed 40 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:

	£	s.	d.
Qualified nurseryman or gardener	14	3	4 per week
Qualified casual nurseryman or gardener	0	7	0 per hour
Unqualified nurseryman or gardener	12	15	4 per week
Unqualified casual nurseryman or gardener	0	6	4 per hour
School groundsman	12	15	4 per week
Casual school groundsman	0	6	4 per hour
Labourers	12	1	0 per week
Casual labourers	0	5	11 per hour

(b) Foremen in charge of three or more workers shall be paid 12s. 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	9 0
Intermediate	12 0
Full diploma	18 0

Females

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

	Per Week
	£ s. d.
First six months	4 0 0
Second six months	4 7 6
Third six months	4 15 0
Fourth six months	5 2 6
Fifth six months	5 10 0
Sixth six months	6 0 0
Fourth year	6 14 2
Thereafter	8 8 4

Provided that females of the age of 18 years and upwards shall be paid not less than £5 10s. per week for the first six months and thereafter according to scale; and provided, further, that females commencing after attaining the age of 21 years shall be paid not less than £7 6s. 8d. per week for the first six months, and thereafter £8 8s. 4d. per week.

Floral Work

6. Workers required to make or arrange sprays, bouquets, wreaths, or other decorative floral work or displays shall be paid 5d. per hour extra whilst so employed. This provision shall have no application to floral tribute workers employed by the occupier of a shop in connection with the business of a shop.

Part-time Female Workers

7. Owing to the unusual nature of the employment, by mutual arrangement between the employer and the worker a female part-time worker may be employed for less than 40 hours per week: Provided that such worker shall be paid not less than the *pro rata* rate per hour of the applicable weekly rate with a minimum payment for 16 hours. The employer shall notify the union of such arrangement.

Youths

8. Youths may be employed and shall be paid at the following minimum rates, provided that no youth under the age of 18 years shall be called upon to undertake heavy work or to lift weights in excess of 56 lb.

				£	s.	d.
Under 16	..	..	..	..	4 15	0
16 to 17	..	..	..	..	5 11	8
17 to 18	..	..	..	..	6 10	0
18 to 19	..	..	..	..	7 15	0
Thereafter adult rates.						

The proportion of youths to qualified nurserymen or gardeners shall be not more than one youth to three qualified nurserymen or gardeners, or fraction thereof.

For the purpose of this clause an employer who, himself, works substantially at a branch of the industry shall be entitled to count himself as a qualified nurseryman or gardener.

Payment of Wages

9. (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, sickness, or accident.

(c) Written details of the wage make-up shall be supplied to each worker.

Overtime

10. (a) All time worked outside or in excess of the hours mentioned in subclause (a) of clause 2 hereof shall be considered overtime and shall be paid for at the rate of time and a half for the first three hours in any one day and double time thereafter: Provided that time worked before noon on Saturday shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

(b) All work performed on Sundays and after noon on Saturdays, or on any of the holidays named in subclause (a) of clause 11 hereof shall be paid for at double the ordinary rate. The payment for work done on holidays shall be in addition to any payment required by subclause (b) of clause 11 of this award.

Holidays

11. (a) The following shall be the recognised holidays: New Year's Day, 2 January, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, Christmas Day, Boxing Day, and Anniversary Day or another day in lieu thereof: Provided any employer or worker may agree to substitute any other day in lieu of the birthday of the reigning Sovereign: Provided, further, that Show Day in North Canterbury and Dominion Day in South Canterbury shall be observed in each case in lieu of 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) The employer shall pay one-tenth of a day's ordinary wages to each worker in respect of each ordinary day worked by him for that employer during the fortnight ending on the day of any holiday referred to in subclause (a) of this clause: Provided that for the purposes of this subclause workers whose employment is covered by this award shall be deemed to be subject to the provisions of section 28 (2) of the Factories Act 1946, as amended by section 6 of the Factories Amendment Act 1956.

(d) In the event of a holiday, other than Anzac Day, falling on a Saturday or Sunday 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

12. (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 they cannot reasonably get home, be paid 5s. 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, and signed by each worker.

(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 10 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 10 ft or more from the ground shall be paid 4d. per hour extra, but where such pruning or cutting is done 20 ft or more from the ground 7d. per hour extra shall be paid.

(h) Employers shall, upon request, supply to the union a list of all workers employed by them coming within the jurisdiction of this award: Provided that such request shall be made at intervals of not less than once in every three months.

(i) Gloves shall be provided to workers employed in working amongst trees and shrubs of a prickly nature, e.g., roses, barbery, boxthorn, etc.

Accommodation

13. (a) The employer shall provide suitable washing facilities and sanitary accommodation and also a suitable room for workers to keep their clothes and take their meals. Boiling water shall be made available for workers at morning and afternoon breaks and at meal times.

(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

14. Work done over $1\frac{1}{2}$ 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 $1\frac{1}{2}$ 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

15. (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 provide the worker while on country work with suitable board and lodging free of charge.

(f) When the work is situated less than 50 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 50 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 subclause (b) of clause 10 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 herein-before 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 $1\frac{1}{2}$ d. per hour in addition to the ordinary rates.

Term of Engagement

16. 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

17. 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 to appeal to the Court against a decision of any such committee upon giving to the other side written notice of such appeal within 14 days after such decision has been made known to the party desirous of appealing.

Workers to be Members of Union

18. (a) Subject to the provisions of sections 174 (5) and 175 of the Industrial Conciliation and Arbitration Act 1954, 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.

(b) For the purposes of subclause (a) of this clause a person of the age of 18 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 21 years and upwards, shall be deemed to be an adult.

(c) Every person who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested so to do by his employer or any officer or representative of the union, commits a breach of this award, and shall be liable accordingly.

(NOTE—Attention is drawn to section 174 (3) of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.)

Under-rate Workers

19. (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 14 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.

Right of Entry upon Premises

20. The secretary or other authorised 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

21. The following (by agreement between the parties) shall be 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

22. Subject to the provisions of clause 21 hereof, this award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every 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

23. This award shall operate throughout the Northern, Taranaki, Wellington, Marlborough, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts.

Term of Award

24. This award, in so far as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the 26th day of June 1961, and so far as all other provisions of the award are concerned, it shall come into force on the day of the date hereof; and this award shall continue in force until the 14th day of December 1962.

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 19th day of July 1961.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award, including the operative date of provisions relating to wages, embodies the terms of settlement arrived at by the assessors in Conciliation Council.

A. TYNDALL, Judge.