

WELLINGTON BOWLING CLUBS' GREENKEEPERS.—
INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 1st day of April, 1938, between the Wellington and Nelson Labourers' and Related Trades Industrial Union of Workers (hereinafter called "the union"), of the one part, and the Wellington Bowling Centre and the bowling clubs listed herein (hereinafter called "the employers"), of the other part, whereby it is mutually agreed by and between the parties hereto as follows:—

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.

3. This agreement shall continue in force from the day of the date hereof, and thereafter continue in force until superseded by another agreement or award made under the provisions of the said Act.

In witness hereof the parties hereto have executed these presents the day and the year first before written.

SCHEDULE.

Hours of Work.

1. (a) The ordinary weekly hours of work shall be spread over six days, Monday to Saturday inclusive, providing each employee shall receive one clear afternoon off on one day each week. There shall be a maximum of forty-four hours in any one week, and an average of forty hours per week through the year.

(b) Starting-times shall be arranged by the clubs and employees concerned.

Wages.

2. (a) The minimum weekly wages shall be not less than £4 10s. per week.

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

(c) The casual rate shall be 2s. 4d. per hour, with a minimum payment of two hours.

(d) On one-day open tournaments, a bonus of not less than 5s. shall be paid to greenkeepers.

Overtime.

3. (a) All time worked in excess of the hours mentioned in clause 1 hereof shall be deemed to be overtime, and paid for at the rate of time and a half for the first three hours and double time thereafter. For the computation of overtime, the weekly wages shall be divided by forty.

(b) All work done on Sundays shall be paid for at double ordinary rates, with a minimum payment of two hours.

Annual Leave.

4. Three weeks' annual leave on full pay shall be granted to all greenkeepers, at a time to be mutually arranged between the club and its employees. Casual greenkeepers employed continuously for six months or less than twelve months to be granted one week's leave on full pay.

Term of Engagement.

5. The term of engagement of permanent greenkeepers shall be on a weekly basis, and one week's notice on either side shall terminate the engagement: Provided that this shall not prevent any worker from being dismissed through misconduct.

Duties.

6. The duties of greenkeepers shall be the cultivation and care of the greens, beds, and borders, footpaths, plant, and equipment. They shall undertake any other duties as may be directed by a responsible officer of the club who is deputed by the club to give such directions.

Rollers and Mowers.

7. Rollers and mowers shall be of an approved type. Where any question arises regarding the unsuitability of any roller or mower, same shall be referred to the management committee of the club concerned.

Under-rate Workers.

8. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement 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 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.

Workers to be Members of the Union.

9. (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 purpose of subclause (a) of this clause a person of the age of eighteen years and 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.)

(c) The secretary or other representative of the union shall be permitted to interview employees in working-hours, but not so as to interfere unreasonably with the operations of the employers concerned.

Scope of Agreement.

10. This agreement shall apply to bowling clubs under the jurisdiction of the Wellington Bowling Centre.

Disputes Committee.

11. The essence of this agreement 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 agreement, or any of them, as to any matter whatsoever arising out of or connected therewith, 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 fourteen days after such decision has been made known to the party desirous of appealing.

Term of Agreement.

12. The term of the agreement shall be two years from the date of signing.

Dated this 1st day of April, 1938.

Signed on behalf of the Wellington and Nelson Labourers' and Related Trades Industrial Union of Workers—

J. ARTHURS, President.

P. M. BUTLER, Secretary.

For and on behalf of Wellington Bowling Centre—

A. F. SPILLER, Secretary.

Eastbourne Bowling Club (Inc.)—

W. F. HORNIG, Hon. Secretary.

Karori Bowling Club (Inc.)—

C. HOLDEN, Hon. Secretary.

Hataitai Bowling Club (Inc.)—

W. J. JOURDAIN, Hon. Secretary.

The Seatoun Bowling and Tennis Club, Ltd.—

G. A. HAYDEN, Hon. Secretary.

Khandallah Bowling Club—

F. K. PORTEOUS, Hon. Secretary.

Island Bay Bowling Club (Inc.)—

H. F. CLARKE, Hon. Secretary.

Thorndon Bowling Club—

A. H. DE TOURETTES, Secretary.

The Victoria Bowling Club—

THOS. FORSYTH, Hon. Secretary.

Hutt, &c., Bowling Club, Ltd.—

ALF. WILLIAMS, Secretary.

Wellington Bowling Club, Ltd.—

CHAS. R. INGRAM, Secretary.

The Woburn Bowling and Croquet Club (Inc.)—

G. DUNCAN, Hon. Secretary.

Newtown Bowling Club—

W. J. LOWE, Secretary.

For and on behalf of Central Bowling Club (Inc.)—

E. A. URWIN, Hon. Secretary.

Kelburn Bowling Club (Inc.)—

J. E. WIDDOP, Hon. Secretary.*

Lyall Bay Bowling Club—

C. T. BELL, Hon. Secretary.