

**OTAGO GOLF CLUBS' AND BOWLING CLUBS' GREENKEEPERS—  
AWARD**

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the Otago Labourers and Related Trades' Industrial Union of Workers (hereinafter called "the union") and the undermentioned clubs (hereinafter called "the employers") :—

*Bowling Clubs*

Anderson's Bay Bowling Club, Dunedin.  
 Awamoa Bowling Club, Oamaru.  
 Balmacewen Bowling Club, Dunedin.  
 Brighton Bowling Club, Brighton.  
 Caledonian Bowling Club, Dunedin.  
 Caversham Bowling Club, Dunedin.  
 Dunedin Bowling Club, Dunedin.  
 Dunedin Disabled Servicemen's Bowling Club, Dunedin.  
 Fairfield Bowling Club, Fairfield.  
 Green Island Bowling Club, Green Island.  
 Kaikourai Bowling Club, Dunedin.  
 Kaituna Bowling Club, Dunedin.  
 Leith Bowling Club, Dunedin.  
 Logan Park Bowling Club, Dunedin.  
 Morningson Bowling Club, Dunedin.  
 Meadowbank Bowling Club, Oamaru.  
 North East Valley Bowling Club, Dunedin.  
 Opoho Bowling Club, Dunedin.  
 Otago Bowling Club, Dunedin.  
 Outram Bowling Club, Outram.  
 Palmerston Bowling Club, Palmerston.  
 Pukeuri Bowling Club, Pukeuri.  
 Phoenix Bowling Club, Oamaru.  
 Port Chalmers Bowling Club, Port Chalmers.  
 Portobello Bowling Club, Portobello.  
 Roslyn Bowling Club, Dunedin.  
 Roxburgh Bowling Club, Roxburgh.  
 St. Clair Bowling Club, Dunedin.  
 St. Kilda Bowling Club, Dunedin.  
 Seaciff Bowling Club, Seaciff.  
 Stirling Bowling Club, Stirling.  
 Taieri Bowling Club, Mosgiel.  
 Tainui Bowling Club, Dunedin.  
 Waikouaiti Bowling Club, Waikouaiti.  
 Wakari Bowling Club, Dunedin.  
 West Harbour Bowling Club, Ravensbourne.

*Golf Clubs*

Balclutha Golf Club, Balclutha.  
 Belleknowes Golf Club, Dunedin.  
 Kaitangata Golf Club, Kaitangata.  
 North Otago Golf Club, Oamaru.  
 Onslow Golf Club, Dunedin.  
 Otago Golf Club, Dunedin.  
 Roxburgh Golf Club, Roxburgh.  
 St. Clair Golf Club, Dunedin.  
 Taieri Golf Club, Mosgiel.  
 Tokomairiro Golf Club, Milton.

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 3 of the Industrial Conciliation and Arbitration Amendment Act (No. 2), 1939, 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 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 on the day of the date hereof and shall continue in force until the 24th day of May, 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 Judge of the Court hath hereunto set his hand, this 24th day of May, 1949.

[L.S.]

A. TYNDALL, Judge.

## SCHEDULE

*Industry to Which Award Applies*

1. This award shall apply to greenkeepers employed by Golf Clubs and Bowling Clubs.

*Hours of Work*

2. (a) *Applicable to Greenkeepers Employed by Golf Clubs.*—Forty hours shall constitute an ordinary week's work and eight hours shall constitute an ordinary day's work. The working hours shall be between the hours of 7.30 a.m. and 5 p.m. on five days of the week, Monday to Friday inclusive.

(b) *Applicable to Greenkeepers Employed by Bowling Clubs.*—(i) A week's work shall be spread over five and a half days, Monday to Saturday at noon, and shall not exceed forty hours per week.

(ii) The starting and finishing times of employment over the week of each year shall be mutually arranged between the greenkeepers and their employers. Greenkeepers shall be granted at least one half holiday each week from 12 noon.

*“Wages*

3. (a) Greenkeepers shall be paid £7 7s. 6d. per week.

(b) Casuals or part-time employees shall be paid not less than 3s. 7½d. per hour. A casual or part-time employee is a worker who is employed by the hour in accordance with the rate specified herein.

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

*Overtime*

4. (a) *Applicable to Greenkeepers Employed by Golf Clubs.*—(i) All time worked in any one day outside of or in excess of the hours mentioned in clause 2 (a) hereof shall be deemed to be overtime and shall be paid for at the rate of time and a half for the first three hours and double time thereafter. For the purpose of computation of overtime, the weekly wage shall be divided by forty.

(ii) All time worked on Sundays shall be paid for at double ordinary rates with a minimum of two hours.

(b) *Applicable to Greenkeepers Employed by Bowling Clubs.*—(i) All time worked beyond eight hours on Monday to Friday, or beyond four hours on Saturday shall be deemed

to be overtime, and overtime so worked shall be paid for each day at the rate of time and a half for the first three hours and double time thereafter.

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

### *Holidays*

5. (a) The following shall be the recognized holidays: New Year's Day, Anniversary Day or a day in lieu thereof, Good Friday, Easter Monday, the birthday of the reigning Sovereign, Labour Day, Christmas Day, and Boxing Day.

(b) Any worker required to work on any of the days mentioned in subclause (a) hereof shall be paid for such time at the rate of double time, in addition to his weekly wages, with a minimum of two hours in any one day.

(c) When Anzac Day falls on a working day, payment shall be made as for a day worked, but if a worker works on that day he shall be paid a day's pay in addition to his ordinary pay.

### *Annual Holidays*

6. Holidays shall be allowed in accordance with the Annual Holidays Act, 1944.

### *Tournaments*

7. Bowling-green keepers required to prepare greens for any tournaments shall be paid 15s. extra for each full green for the day on which such greens are prepared.

### *Meal-money*

8. When workers are called upon to work overtime more than one hour after the usual time for ceasing work the employer shall provide a substantial meal on the job, or, alternatively, shall pay meal-money at the rate of 2s. 6d. per meal.

### *Payment of Wages*

9. All wages due shall be paid weekly or fortnightly in cash on the job during working hours, on a regular pay-day not being later than Thursday.

### *Gumboots and Oilskins*

10. The employer shall supply, where necessary, one pair of gumboots and an oilskin for workers required to work in wet weather, such articles to remain the property of the employer.

### *Terms of Employment*

11. (a) Not less than one week's notice on either side shall terminate the employment of weekly workers, provided that this shall not prevent any worker from being summarily dismissed for misconduct.

(b) Notice of termination of employment shall not be given during the annual holiday period.

### *Workers to be Members of Union*

12. (a) Subject to the provisions of subsection (5) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, 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 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.

(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 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*

13. (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.

### *Disputes*

14. Any dispute concerning any matter arising out of and in connection with this award, but not specifically dealt with herein, shall be settled between the particular employer concerned and the president or secretary of the union, and in default of any agreement being arrived at then such dispute shall be referred to the local 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.

### *Duties of Greenkeepers*

15. The duties of greenkeepers shall be the cultivation and care of the courses, greens, beds and borders, footpaths, plant and equipment on the club's property. 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.

### *Application of Award*

16. 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 that portion of the industrial district to which this award relates.

*Scope of Award.*

17. This award shall operate throughout the Otago and Southland Industrial District excluding that portion formerly known as the Province of Southland.

*Term of Award*

18. This award shall come into force on the day of the date hereof, and shall continue in force until the 24th day of May, 1950.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 24th day of May, 1949.

[L.S.]

A. TYNDALL, Judge.

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**MEMORANDUM**

The award embodies the terms of settlement arrived at by the assessors in Conciliation Council.

The assessors desire the following statement to be recorded:—

“The wage rates set out in the schedule were agreed upon in Conciliation Council on the understanding that such rates would not be further increased in terms of the Court's recent pronouncement.”

A. TYNDALL, Judge.