

CANTERBURY GREENKEEPERS (GOLF AND TENNIS CLUBS)—  
AWARD

In the Court of Arbitration of New Zealand, Canterbury 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 Canterbury Builders' and General Labourers and Related Workers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned associations and clubs (hereinafter called "the employers") :—

*Golf Clubs*

Amberley Golf Club, Amberley.

Ashburton Golf Club, Ashburton.

Avondale Golf Club (H. R. Lake), T. and G. Buildings, Hereford Street, Christchurch.

Charteris Bay Golf Club, Charteris Bay.

Christchurch Golf Club (Best and Neale), 153 Hereford Street, Christchurch.

Diamond Harbour Golf Club, Diamond Harbour.  
 Fairlie Golf Club, Fairlie.  
 Geraldine Golf Club, Geraldine.  
 Gleniti Golf Club (P. S. Enting), 241A Stafford Street, Timaru.  
 Hagley Golf Club, North Park, Christchurch.  
 Hammer Golf Club, Hanmer Springs.  
 Kaiapoi Golf Club, Kaiapoi.  
 Kaikoura Golf Club, Kaikoura.  
 Metropolitan Golf Association (H. R. Lake), T. and G. Buildings,  
 Hereford Street, Christchurch.  
 Rawhiti Golf Club, New Brighton.  
 Richmond Hill Golf Club, Richmond Hill, Christchurch.  
 Russley Golf Club, Burnside Road, Fendalton, Christchurch.  
 Temuka Golf Club, Temuka.  
 Timaru Golf Club (H. L. Warsaw), 145 Douglas Street, Timaru.  
 Waimairi Beach Golf Club, The Club House, 188 Oxford Terrace,  
 Christchurch.  
 Waimate Golf Club (R. Murchison), High Street, Waimate.  
 Waipara Golf Club, Waipara.  
 Waitikiri Golf Club (Inc.), (R. R. Jamieson), 99 Hereford Street,  
 Christchurch.

#### *Tennis Clubs*

Amberley Tennis Club, Amberley.  
 Aorangi Tennis Club (P. W. Young), 249 Stafford Street, Timaru.  
 Canterbury Lawn Tennis Association (Inc.), The Club House, 188  
 Oxford Terrace, Christchurch.  
 Cashmere Tennis Club, Valley Road, Cashmere, Christchurch.  
 Claudeboye Tennis Club, Claudeboye.  
 Diamond Tennis Club, Lyttelton.  
 Fairlie Tennis Club, Fairlie.  
 Fairton Tennis Club, Fairton.  
 Geraldine Tennis Club, Geraldine.  
 Greendale Tennis Club, Greendale.  
 Highfield Tennis Club, Craigie Street, Timaru.  
 Irwell Tennis Club, Irwell.  
 Kaiapoi Tennis Club, Kaiapoi.  
 Makikihi Tennis Club (J. Stock, Secretary), Makikihi.  
 Morven Tennis Club, Morven.  
 Mount Somers Tennis Club (Mrs. Kerr, Secretary), Mount Somers.  
 Rangiora Tennis Club, Rangiora.  
 St. Mary's Tennis Club, Bank Street, Timaru.  
 Sheffield Tennis Club, Sheffield.  
 Southbrook Tennis Club, Southbrook.  
 South Canterbury Lawn Tennis Club Association (Inc.), (P. W.  
 Young), 249 Stafford Street, Timaru.  
 Takahanga Tennis Club, Kaikoura.  
 Temuka Tennis Club, Temuka.  
 Te Whaka Tennis Club, Lyttelton.  
 Trinity Tennis Club, Lyttelton.  
 United Bowling and Tennis Club, Hagley Park, Christchurch.  
 Waimairi Tennis Club (Inc.), Watford Street, Papanui, Christchurch.  
 Waimate Tennis Club, Waimate.  
 Waipara Tennis Club, Waipara.  
 Winchester Tennis Club, Winchester.  
 Woodlands St. Methodist Tennis Club, Woodlands Street, Timaru.

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 as hereinafter provided and shall continue in force until the 4th day of March, 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 4th day of March, 1949.

[L.S.]

A. TYNDALL, Judge.

#### SCHEDULE

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

1. This award shall apply to greenkeepers employed by golf clubs and tennis clubs.

For the purposes of this clause, the term "greenkeepers" shall include groundsmen and other outside workers employed in connection with the maintenance, development, and care of the employer's property.

### *Hours of Work*

2. (a) An ordinary week's work shall be spread over five and a half days a week, Monday to Saturday at noon, and shall not exceed forty hours per week. Greenkeepers shall be granted at least one half-holiday each week from 12 noon, but this provision shall not apply in any case where a five-day week, Monday to Friday, is observed.

(b) The starting times and finishing times of employment over the weeks of each year shall be mutually arranged between the greenkeepers and their employers.

### *Wages*

3. (a) The minimum weekly rates of wages shall be:—

Head greenkeeper, £7 17s. 6d. per week;

Sole greenkeeper, £7 7s. 6d. per week;

Other greenkeepers, £6 15s. 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) Greenkeepers who are holders of a Greenkeepers' Diploma issued by the controlling authority shall receive an additional payment of 10s. per week.

### *Overtime*

4. (a) All time worked in excess of the hours mentioned in clause 2 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 purpose of 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 of two hours.

### *Holidays*

5. (a) The following shall be the recognized holidays: New Year's Day, Anniversary Day or Show Day, 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) of this clause 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. (a) An annual holiday of three weeks shall be granted for each year of service and be taken at a time to be mutually arranged between the employer and the worker.

(b) The annual holiday to be granted to casual or part-time workers shall be apportioned on a *pro rata* basis of three weeks' annual holiday for full-time workers.

(c) The provisions of the Annual Holidays Act, 1944, shall, subject to the provisions of this clause of this award, apply to workers covered by this award.

### *Tournaments*

7. (a) *Golf Tournaments*.—Greenkeepers who are required to do extra work in connection with provincial or inter-provincial or North or South Island championship tournaments shall receive a payment of 10s. per day extra for the day on which such extra work is performed, and 15s. per day extra when required to do extra work in connection with national championship tournaments for the day on which such extra work is performed.

(b) *Tennis Tournaments*.—Greenkeepers who are required to do extra work in connection with open championship tournaments shall receive a payment of 10s. per day extra for the day on which such extra work is performed, and greenkeepers who are required to do extra work in connection with New Zealand national championships shall receive 15s. per day extra for the day on which such extra work is performed.

### *Youths*

8. Youths may be employed by agreement between the union and the employer concerned.

### *Duties*

9. The duties of greenkeepers shall be the maintenance and care and development of the courses, greens, and/or courts, and other property of the employer.

### *Payment of Wages*

10. 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.

### *Gum Boots and Oilskin*

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

*Terms of Employment*

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

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

*Workers to be Members of Union*

13. (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*

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.

#### *Disputes*

15. The essence of this award being that the work of the employer shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is hereby provided that if any dispute or difference shall arise between the parties bound by this award as to any matter whatsoever arising out of or connected therewith, or in connection with any matter affecting the employment of any workers bound by this award but not specifically dealt with in the award, every such dispute or difference shall be referred to a committee composed of two representatives of the employers and two representatives of the union, 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 of Arbitration 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.

#### *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 the industrial district to which this award relates.

*Scope of Award*

17. This award shall operate throughout the Canterbury Industrial District.

*Term of Award*

18. This award, in so far as it relates to wages, shall be deemed to have come into force on the 24th day of January, 1949, and so far as all the other provisions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 4th day of March, 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 4th day of March, 1949.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

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

Wages have been made payable retrospectively, in accordance with the agreement of the parties.

A. TYNDALL, Judge.