

NORTH CANTERBURY **BOWLING CLUBS' GREENKEEPERS—**
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") :—

Akaroa Bowling Club, Akaroa.

Amberley Bowling Club, Amberley.

Ashburton Bowling Club, Ashburton.

Barrington Bowling Club, Barrington Street, Spreydon, Christchurch.

Beckenham Bowling Club, Fisher Street, Beckenham, Christchurch.

Canterbury Bowling Club, Gracefield Avenue, Christchurch.

Cashmere Bowling Club, Valley Road, Cashmere, Christchurch.

Christchurch Bowling Club, 237 Worcester Street, Christchurch.

Christchurch Bowling Club (Inc.) (G. H. Congreve), Commerce Buildings, Christchurch.

Edgware Bowling Club (Inc.), St. Albans Park, St. Albans, Christchurch.

Elmwood Bowling Club (Inc.), Heaton Street, Papanui, Christchurch.

- Fendalton Bowling Club (Inc.), Fendalton Park, Fendalton, Christchurch.
- Kaiapoi Bowling Club, Kaiapoi.
- Kaikoura Bowling Club, Kaikoura.
- Linwood Bowling Club (Inc.), Stanmore Road, Richmond, Christchurch.
- Lyttelton Bowling Club, Oxford Street, Lyttelton.
- New Brighton Bowling Club, Beresford Street, New Brighton, Christchurch.
- New Zealand Bowling Association (Christchurch Centre), The Club House, 188 Oxford Terrace, Christchurch.
- Opawa Bowling Club, Opawa Road, Opawa, Christchurch.
- Papanui Bowling Club, Langdons Road, Papanui, Christchurch.
- Rangiora Bowling Club, Rangiora.
- Returned Soldiers' Association, 68 Armagh Street, Christchurch.
- St. Alban's Bowling Club, St. Albans Street, St. Albans, Christchurch.
- Sheffield Bowling Club, Sheffield.
- Shirley Bowling Club, Poulton Avenue, Richmond, Christchurch.
- Spreydon Bowling Club, Domain Terrace, Spreydon, Christchurch.
- Springfield Bowling Club, Springfield.
- Sumner Bowling Club, Richmond Avenue, Sumner, Christchurch.
- Sydenham Bowling Club, Brougham Street, Sydenham, Christchurch.
- Takahanga Bowling Club, Kaikoura.
- United Bowling Club, Hagley Park, Christchurch.
- Woodend Bowling Club, Woodend.
- Woolston Bowling Club, Woolston Park, Woolston, Christchurch.

THE COURT of Arbitration of New Zealand (hereinafter called "the Court"), 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 pro-

visions 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 13th day of September, 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 13th day of September, 1949.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Interpretation

1. This award shall apply to all greenkeepers employed by bowling clubs within the scope of this award.

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.

(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 rate of wages for greenkeepers employed on a weekly basis shall be:—

£7 1s. 9d. per week from the 21st January, 1949, to the 31st May, 1949.

£7 7s. 6d. per week on and from the 1st June, 1949.

(b) 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 whilst their present employment continues.

(c) Casual or part-time employees shall be paid 3s. 7½d. per hour.

A "casual worker" or a "part-time" worker is a worker employed by the hour in accordance with the rate specified herein.

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 computation of overtime the weekly wages shall be divided by 40.

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

Holidays

5. (a) Greenkeepers who are required to work on any of the following 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—shall have two days added to their annual holidays for each of these days on which work is performed or shall be paid for such work at the rate of double time with a minimum of two hours for any day.

(b) 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 shall be taken during the period from the 1st May to the end of September, at a time to be mutually arranged between the employer and the worker, but should a worker be required to work on any of the days prescribed in clause 5 of this award, he shall in accordance with subclause (a) of clause 5 have two extra days added to his annual leave or shall be paid at the specified rate to compensate him for working on such holiday.

(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 and in conformity with the consideration for working on award holidays. In all other respects the provision of the Annual Holidays Act, 1944, shall apply.

(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) Greenkeepers required to prepare greens for club one-day open tournaments shall be paid 10s. extra for the day on which such greens are prepared.

(b) Greenkeepers required to prepare greens for any centre tournament shall be paid 15s. per day for each green so prepared for Christmas fours, New Year pairs, Easter fours, open singles, champion pairs, champion fours, junior singles and for intermediate fours.

Payment of Wages

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

Gumboots and Oilskins

9. 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.

Termination of Employment

10. (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 dismissed for misconduct.

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

Duties of Greenkeepers

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

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. 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, 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.

Application of Award

15. 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

16. This award shall operate throughout that portion of the Canterbury Industrial District lying north of the Rangitata River.

Term of Award

17. 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 21st day of January, 1949, and so far as all 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 13th day of September, 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 13th day of September, 1949.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The matters settled by the Court were as follows: Definition of greenkeepers, wage rates and classifications (clause 3 (a)), additional payment for tournaments, and date of operation of provisions relating to wages.

The workers' union asked that the award should provide for two classifications for greenkeepers. The employers opposed the request. In view of the fact that no evidence whatsoever was called on behalf of the workers' union in support of the claim, one classification only has been inserted in the award.

In compliance with the direction of the Legislature contained in section 89 (8) of the Industrial Conciliation and Arbitration Act, 1925, as amended by section 21 of the Statutes Amendment Act, 1948, the provisions of the award relating to rates of wages have been made to take effect from the 21st January, 1949.

Mr. Allerby is not in agreement, and his dissenting opinion follows.

A. TYNDALL, Judge.

DISSENTING OPINION OF MR. ALLERBY

I disagree with the decision of the majority of the Court to provide only one rate of wages for greenkeepers. In my opinion a greenkeeper looking after more than one bowling green is entitled to a higher wage than a greenkeeper looking after one green only. It is already established by the parties in the Wellington award that there should be two classifications with higher rates for a greenkeeper taking the care and responsibility of more than one bowling green.

Further, I consider that the wage rate awarded is much too low.