

TARANAKI BOWLING CLUBS' GREENKEEPERS—AWARD

In the Court of Arbitration of New Zealand, Taranaki 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 Taranaki Labourers' and Related Trades Industrial Union of Workers (hereinafter called "the union") and the undermentioned Clubs (hereinafter called "the employers") :—

East End Bowling Club, New Plymouth.
 Eltham Bowling Club, Eltham.
 Fitzroy Bowling Club, New Plymouth.
 Hawera Bowling Club, Hawera.
 Hawera Tennis Club, Hawera.
 Kaponga Bowling Club, Kaponga.
 New Plymouth Bowling Club, New Plymouth.
 New Plymouth Croquet Club, New Plymouth.
 Paratutu Bowling Club, New Plymouth.
 Park Bowling Club, Hawera.
 Patea Bowling Club, Patea.
 R.S.A. Bowling Club, New Plymouth.
 Stratford Bowling Club, Stratford.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the terms of settlement arrived at in the abovementioned 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 19th day of April 1955 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 20th day of October 1953.

[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) The ordinary hours of work shall not exceed forty hours per week or eight hours per day and shall be worked between 8 a.m. Monday and noon Saturday: Provided that when weather conditions or other unforeseen circumstances make it necessary, the finishing time on Saturday may be extended to 1 p.m.

(b) The ordinary time of starting on any of the days, Monday to Saturday inclusive, shall not be earlier than 8 a.m.

(c) Employees shall be granted at least one half holiday each week from 12 noon.

(d) In the case of tournaments and centre fixtures, the day's starting and finishing times may be varied by arrangement between the employer, worker, and the union.

Wages

3. (a) The minimum wage payable to a greenkeeper employed by the week shall be £10 0s. 10d. per week.

(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.

Casual or Part-time Workers

4. A casual or part-time worker is a worker who is employed for less than forty hours in any one week. The rate for a casual or part-time greenkeeper shall be one-fortieth per hour of the greenkeeper's weekly wage, and for other workers 5s. per hour.

Overtime

5. (a) All time worked in excess or outside of the hours mentioned in clause 2 shall count as overtime and shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

(b) Overtime shall be computed on a daily basis.

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

Deductions

6. The employer may make a rateable deduction from the weekly wage prescribed in this award for any time lost by the worker through sickness, accident, or default.

Holidays

7. (a) The following shall be the recognized holidays, which in the case of weekly workers shall be paid for at ordinary rates: New Year's Day, Anniversary Day, Good Friday, Easter Monday, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, and Anzac Day.

(b) For work done by weekly workers on any of the holidays mentioned in subclause (a) hereof payment shall be made at the rate of double time in addition to any payment the worker may be entitled to under subclause (a) hereof, with a minimum payment of two hours.

(c) A casual worker who is required to work on any of the holidays mentioned in subclause (a) hereof shall be paid for time worked at double ordinary rates, with a minimum payment of two hours.

(d) Where any of the holidays mentioned in subclause (a) hereof falls on a customary working day of a part-time worker, he shall be paid an ordinary day's pay without working. Any time worked on such holiday shall be paid for at double time rates in addition to the ordinary rate, with a minimum payment of two hours.

Annual Holidays

9. The provisions of the Annual Holidays Act, 1944, shall apply to workers covered by this award, except that greenkeepers employed by the week shall receive three weeks' annual holiday.

Payment of Wages

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

Terms 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, and the care of 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 direction.

Disputes

12. 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 occurred 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 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.

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.

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 the industrial district to which this award relates.

Scope of Award

16. This award shall operate throughout the Taranaki Industrial District.

Term of Award

17. This award, in so far as it relates to rates of wages, shall be deemed to have come into force on the 16th day of July 1953, and so far as all other conditions 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 19th day of April 1955.

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 20th day of October 1953.

[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.