

WELLINGTON (EXCEPT WELLINGTON BOWLING CENTRE), MARLBOROUGH,
NELSON, WESTLAND, CANTERBURY, AND OTAGO AND SOUTHLAND BOWLING
CLUBS' GREENKEEPERS—AWARD

[Filed in the Office of the Clerk of Awards, Wellington]

In the Court of Arbitration of New Zealand, Wellington, Marlborough, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the Wellington, Nelson, Westland, and Marlborough Local Bodies, Other Labourers, and Related Trades Industrial Union of Workers and the New Zealand Federated Labourers and Related Trades Industrial Association of Workers (hereinafter called “the union”) and the under-mentioned clubs (hereinafter called “the employers”):

WELLINGTON INDUSTRIAL DISTRICT

Feilding Bowling Club, Feilding.
Hastings Bowling Club, Hastings.
Hokowhitu Bowling Club, Palmerston North.
Kia Toa Bowling Club, Hastings.
Levin Bowling Club, Levin.
Masterton Bowling Club, Masterton.
Napier Bowling Club, Napier.
Wanganui Bowling Club, Wanganui.

MARLBOROUGH INDUSTRIAL DISTRICT

Marlborough Bowling Club, Blenheim.

NELSON INDUSTRIAL DISTRICT

Nelson Bowling Club, Nelson.

WESTLAND INDUSTRIAL DISTRICT

Greymouth Bowling Club, Greymouth.
Westport Bowling Club, Westport.

CANTERBURY INDUSTRIAL DISTRICT

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., N. Gandle, care of T. Armstrong and Co. Ltd., Colombo Street, Christchurch.
Edgeware 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), P.O. Box 689, Christchurch.
 Opawa Bowling Club, Opawa Road, Opawa, Christchurch.
 Papanui Bowling Club, Langdon Road, Papanui, Christchurch.
 Rangiora Bowling Club, Rangiora.
 R.S.A. Bowling Club, 68 Armagh Street, Christchurch.
 St. Albans Bowling Club, St. Albans Street, 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, Christchurch.

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT

Otago

Anderson's Bay Bowling Club, Dunedin.
 Awamoia Bowling Club, Oamaru.
 Balmacewan Bowling Club, Dunedin.
 Brighton Bowling Club, Brighton.
 Caledonian Bowling Club, Dunedin.
 Caversham Bowling Club, Dunedin.
 Dunedin Bowling Club, Dunedin.
 Dunedin R.S.A. Bowling Club, Dunedin.
 Fairfield Bowling Club, Fairfield.
 Green Island Bowling Club, Green Island.
 Kaikorai Bowling Club, Dunedin.
 Kaituna Bowling Club, Dunedin.
 Leith Bowling Club, Dunedin.
 Logan Park Bowling Club, Dunedin.
 Meadowbank Bowling Club, Dunedin.
 Mornington Bowling Club, Dunedin.
 North-east Valley Bowling Club, Dunedin.
 Opoho Bowling Club, Dunedin.
 Otago Bowling Club, Dunedin.
 Outram Bowling Club, Outram.
 Palmerston Bowling Club, Palmerston.
 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.
 Seacliff Bowling Club, Seacliff.
 Stirling Bowling Club, Stirling.
 Taieri Bowling Club, Mosgiel.
 Tainui Bowling Club, Dunedin.
 Waikouaiti Bowling Club, Dunedin.
 Wakari Bowling Club, Wakari.

Southland

Aparima R.S.A. Bowling Club, Riverton.
 Bluff Bowling Club, 16 Foyle Street, Bluff.
 Gore Bowling Club, P.O. Box 24, Gore.
 Kew Bowling Club, 249 Princes Street, Invercargill.
 Northend Bowling Club, 36 St. Andrew Street, Invercargill.
 Southland Bowling Centre, 131 Chelmsford Street, Invercargill.
 Waihopai Bowling Club, 54 Albert Street, Invercargill.
 Winton R.S.A. Bowling Club, Main Street, Winton.

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 130 of the Industrial Conciliation and Arbitration Act 1954, 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 5th day of December 1964 and thereafter as provided by section 152 of the Industrial Conciliation and Arbitration Act 1954.

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 5th day of June 1963.

[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 40 hours per week, or eight hours per day. 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) (i) The minimum weekly wages shall be:

	Per Week		
	£	s.	d.
Head greenkeepers employed by clubs with more than one bowling green, tennis court, or croquet-lawn in use by the club and sole greenkeepers employed by any such club	14	5	0
Other greenkeepers	13	2	8

(ii) All greenkeepers shall be paid 2d. per hour additional after two years' continuous service with the same club. Time served prior to the date of this award shall count for the purposes of this payment.

(iii) A greenkeeper who holds or obtains the New Zealand Certificate of Proficiency in turf culture (lawn bowling greens) shall be paid an additional 10s. per week.

(b) Workers who, on 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 6s. 7d. per hour.

A "casual" worker or a "part-time" worker is a worker who is employed by the hour in accordance with the rate specified herein for a period of not more than 30 hours in any 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 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, 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: Provided that if the employer proposes to exercise the option of paying for such work as provided in this clause then the payment shall be made on the next succeeding pay 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 at double time rates in addition to his ordinary pay.

(c) The provisions of the Public Holidays Act 1955 shall be deemed to be incorporated in this award.

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 1 May to the end of September, or 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 subclause (a) of clause 5 of this award, he shall, in accordance with that subclause, either have two extra days added to his annual leave or 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 provisions 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 16s. extra for the day on which such greens are prepared.

(b) Greenkeepers required to prepare greens for any centre tournament shall be paid 23s. per day for each green so prepared for Christmas fours, New Year pairs, Easter fours, open singles, champion 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 later than Thursday.

Gumboots and Oilskin

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

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, 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.

Unqualified Preference

12. (a) Any adult person engaged or employed in any position or employment subject to this award by any employer bound by this award shall, if he is not already a member of a union of workers bound by this award, become a member of such union within 14 days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this award so long as he continues in any position or employment subject to this award.

(c) Every worker obliged under subclause (a) hereof to become a member of a union who fails to become a member as required by that subclause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with subclause (b) hereof commits a breach of this award.

(d) Every employer bound by this award commits a breach of this award if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purposes of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this award.

(NOTE—Attention is drawn to section 174H of the Industrial Conciliation and Arbitration Act 1954 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 14 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 to appeal to the Court against a decision of any such committee upon giving to the other side written notice of such appeal within 14 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 name herein, and shall extend to and bind as subsequent party hereto every 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 districts to which this award relates.

Scope of Award

16. This award shall operate throughout the Wellington, Marlborough, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts, excluding that portion of the Wellington Industrial District which lies to the south and south-west of a straight line drawn from the mouth of the Ohau River and striking the southern boundary of the borough of Featherston and extending to the coastline on the south-east thereof.

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 first day of the pay week in each club commencing on or after the 23rd day of May 1963, and so far as all other provisions 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 5th day of December 1964.

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 5th day of June 1963.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award, including the operative date of provisions relating to wages, incorporates the terms of settlement arrived at by the parties in the course of an inquiry held before a Council of Conciliation.

Upon being satisfied by supporting documentary evidence that an unqualified preference provision has been agreed to by all the assessors in accordance with section 174B of the Industrial Conciliation and Arbitration Act 1954 (as enacted by the Industrial Conciliation and Arbitration Amendment Act 1961) the Court has inserted clause 12 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. TYNDALL, Judge.
