

WELLINGTON BOWLING CLUBS' GREENKEEPERS—AWARD

In the Court of Arbitration of New Zealand, Wellington Industrial District—
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 (hereinafter called “the union”) and the under-mentioned
clubs (hereinafter called “the employers”):

Central Bowling Club, Petone.
Disabled Servicemen's Bowling Club, Wellington.
Eastbourne Bowling Club, Eastbourne.
Hataitai Bowling Club, Wellington.
Island Bay Bowling Club, Wellington.
Johnsonville Bowling Club, Johnsonville.
Karori Bowling Club, Wellington.
Kelburn Bowling Club, Wellington.
Khandallah Bowling Club, Wellington.
Kilbirnie Bowling Club, Wellington.
Lower Hutt Bowling and Tennis Club, Lower Hutt.
Lyll Bay Bowling Club, Wellington.
Miramar Bowling Club, Wellington.
Naenae Bowling Club, Lower Hutt.
Newtown Bowling Club, Wellington.
Otaki Bowling Club, Otaki.
Otaki Railway Bowling Club, Otaki.
Paekakariki Bowling Club, Paekakariki.
Paraparaumu Beach Bowling Club, Paraparaumu.
Petone Bowling Club, Petone.
Plimmerton Bowling Club, Plimmerton.
Porirua Bowling Club, Porirua.
Raumati South Bowling Club, Raumati.
Seatoun Bowling Club, Wellington.
Thorndon Bowling Club, Wellington.
Upper Hutt Bowling Club, Upper Hutt.
Victoria Bowling Club, Wellington.
Vogelmorn Bowling Club, Wellington.
Waikanae Bowling Club, Waikanae.
Wellington Bowling Club, Wellington.
Woburn Bowling Club, Lower Hutt.

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 10th day of September 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 8th day of April 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. 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 weekly wages shall be:

Per Week
£ s. d.

Greenkeepers employed by clubs with only one bowling green 13 6 8

Greenkeepers employed by clubs with more than one bowling green, tennis court, or croquet lawn in use by the club 14 5 0

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.

(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. 9d. per hour.

A "casual" or "part-time" employee 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; provided all time worked after noon on Saturdays shall be paid for at double time rate. 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 three hours.

Holidays

5. (a) Greenkeepers who are required to work on any of the following holidays – New Year's Day, 2 January, 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 in lieu thereof shall be paid double time for work performed on any of these days with a minimum payment of three hours, such payment to be in addition to the usual wage.

(b) When Anzac Day falls on a working day, payment shall be made as for a day worked, but if a worker works on this day he shall be paid in addition to his ordinary pay double time rate for work performed on this day with a minimum payment of three hours.

Annual Holidays

6. (a) An annual holiday of three weeks shall be granted for each year of service and be taken at a time or times 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, unless otherwise mutually arranged, have two extra days added to his annual leave 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 tournaments shall be paid £1 3s. 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 being later than Thursday.

Gumboots and Oilskins

9. The employer shall supply where necessary one pair of gumboots and an oilskin for 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 named 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 that part of the industrial district to which this award relates.

Scope of Award

16. This award shall operate throughout that portion of the Wellington Industrial District lying 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 working week in each club that occurs on or after the 18th day of March 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 10th day of September 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 8th day of April 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.