

NORTHERN INDUSTRIAL DISTRICT BOWLING CLUBS' AND CROQUET CLUBS'
GREENKEEPERS—AWARD

In the Court of Arbitration of New Zealand, Northern Industrial District—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the Auckland Ceramic, Concrete, Builders and General Labourers and Related Trades Industrial Union of Workers (hereinafter called “the union”) and the undermentioned clubs (hereinafter called “the employers”):

Auckland Bowling Centre, P.O. Box 1382, Auckland.
Auckland Bowling Club Inc., 46 Grafton Road, Auckland.
Carlton Croquet Club Inc., 459 Manukau Road, Auckland.
Dargaville Bowling Club Inc., Normanby Street, Dargaville.
Devonport Bowling Club Inc., Cambridge Street, Devonport.
Helensville Bowling Club Inc., Helensville.
Kensington Bowling Club Inc., Haupai Street, Whangarei.
Oratia Bowling Club Inc., West Coast Road, Oratia.
Ponsonby Bowling Club Inc., 107 Jervis Road, Herne Bay.
Remuera Bowling Club Inc., 6 Market Street, Auckland.
Stanley Bowling Club Inc., Stanley Bay, Auckland.
Tauranga Bowling Club Inc., Cameron Road, Tauranga.
Te Awamutu Bowling Club Inc., Te Awamutu.
Te Papapa Bowling Club Inc., Captain Springs Road, Te Papapa, Auckland.
Thames Bowling Club Inc., Ballie Street, Thames.

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 30th day of June 1966 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 February 1965.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Interpretation

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

Hours of Work

2. (a) The ordinary hours of work shall not exceed 40 hours per week or eight hours per day and shall be worked between 8 a.m. on Monday and noon on Saturday.

(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.

Wages

3. (a) The minimum rates of pay shall be as follows:	Per Week
	£ s. d.
Greenkeepers	15 13 4
Greenkeepers' assistants	14 8 4

Greenkeepers' assistants after two years' continuous service with the same club shall receive 5s. 6d. per week extra. Where more than one worker is employed one only shall be greenkeeper.

(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) A greenkeeper who is the holder of a greenkeeper's certificate issued by the New Zealand Institute of Turf Culture shall receive an additional payment of 17s. 6d. per week.

Youths

4. By agreement with the union youths may be employed to be trained as greenkeepers.

Part-time Workers

5. A casual or part-time worker is a worker who is employed for less than 30 hours in any one week. The rate for such worker if employed as a greenkeeper shall be one-fortieth of the greenkeeper's weekly rate per hour. If employed as a greenkeeper's assistant, one-fortieth of the greenkeeper's assistant's weekly rate per hour.

Overtime

6. (a) All time worked in excess or outside of the hours mentioned in clause 2 of this award 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 four hours' payment, where greens are being prepared for all-day tournaments approved by the appropriate bowling centre.

Holidays

7. (a) The following shall be the recognised holidays, which 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, Anzac Day, and one other day to be mutually agreed upon between the employer and the worker. This day shall be in lieu of 2 January.

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

Annual Holidays

8. (a) An annual holiday of three weeks shall be granted for each year of service 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, apply to workers covered by this award.

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. Where a holiday is observed on a Friday, wages shall be paid not later than the preceding Wednesday.

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 and Assistants

11. The duties of greenkeepers and their assistants shall be the cultivation and care of the green, beds and borders, footpaths, and 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 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.

Unqualified Preference

13. (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.)

Notification

14. On the request of the union secretary the employer shall furnish a list of employees: Provided that such lists shall not be required at shorter intervals than six months.

Under-rate Workers

15. (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.

Application of Award

16. This award shall apply to the original parties herein, and shall extend to and bind as subsequent party hereto every 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 Northern Industrial District.

Term of Award

18. 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 first pay period of each employer commencing on or after the 1st day of January 1965, 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 30th day of June 1966.

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 February 1965.

[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 13 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. TYNDALL, Judge.