

NORTHERN INDUSTRIAL DISTRICT GOLF CLUBS',
TENNIS CLUBS', AND OTHER SPORTS BODIES' GREENKEEPERS – AWARD

(Filed in The Office of The Clerk of Awards, Auckland)

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 Northern and Taranaki Labourers, General Workers and Related Trades Industrial Union of Workers (hereinafter called “the union”) and the undermentioned associations and clubs (hereinafter called “the employers”):

Akarana Golf Club, 1388 Dominion Road, Auckland 3.
Auckland Football Association, Newmarket Park, Newmarket, Auckland 1.
Auckland Lawn Tennis Association, First Floor, National Bank Building, Shortland Street, Auckland 1.
Auckland Rugby League Association, Carlaw Park, Auckland 1.
Dargaville Lawn Tennis Club, Valley Road, Dargaville.
Eden Park Trust Board, Rugby Union House, Albert Street, Auckland 1.
Hamilton Lawn Tennis Club, Hamilton.
Helensville Tennis Club, Helensville.
North Shore Golf Club, P.O. Box 31-023, Milford, Auckland 10.
Poverty Bay Golf Club (J.B. Crisp), 52 Customhouse Street, Gisborne.
Remuera Golf Club, Meadowbank, Remuera, Auckland 5.
Rotorua Golf Club, Fenton Street, Rotorua.
Te Awamutu Golf Club, Te Awamutu.
Thames Golf Club, Pollen Street, Thames.
Waikato Lawn Tennis Association, Hamilton.
Whau Valley Golf Club, Whau Valley, Whangarei.

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 20th day of January 1971 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 2nd day of September 1969.

(L.S.)

A.P. BLAIR, Judge.

SCHEDULE

INDUSTRY TO WHICH AWARD APPLIES

1. This award shall apply to greenkeepers employed by golf clubs, tennis clubs, and other sports bodies covered by this award.

For the purpose of this clause the term "greenkeeper" shall include groundsmen and other outside workers employed in connection with the maintenance, development, and care of the employer's property.

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 the hours of 8 a.m. and 5 p.m. Monday to Friday, both days inclusive.

(b) After five hours' work a worker shall be allowed an interval of not less than half an hour for a meal.

WAGES

3. (a) The minimum rates of wages shall be:

				Per Week
				\$
Head greenkeeper	..	..	..	39.72
Sole greenkeeper	..	..	..	37.72
Other greenkeepers	..	..	..	35.32

Greenkeepers after two years' service with the same club shall be paid \$1.08 per week extra.

(b) Where a dwelling is supplied to a greenkeeper by the employer a rental may be charged therefor, such rental to be mutually agreed upon between the greenkeeper and the employer. In the case of a dispute arising in connection therewith, it shall be dealt with under clause 13 of this award.

(c) 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.

(d) An employer shall be entitled to make a rateable deduction from the wages of a weekly worker for time lost through sickness, default, or accident or through absence with the consent of the employer.

(e) Where a sole greenkeeper is employed by two or more bodies associated with different sports, he shall receive not less than \$38.17 per week.

(f) Greenkeepers who are holders of a greenkeeper's diploma issued by the controlling authority shall receive an additional payment of \$3.15 per week.

PART-TIME WORKERS

4. 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 sole greenkeeper, shall be one-fortieth of the sole greenkeeper's weekly rate per hour. If employed as other greenkeeper, one-fortieth of the other greenkeeper's weekly rate per hour.

OVERTIME

5. (a) All time worked in excess of or outside the hours mentioned in clause 2 of this award shall be deemed to be 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 calculated on a daily basis.

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

(d) Where a worker is called back after having left his place of employment to attend night sports fixtures he shall receive a minimum payment of \$5.45.

(e) Any worker required to work overtime after his evening meal break shall be allowed a minimum payment of two hours' overtime.

HOLIDAYS

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

(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 two hours.

ANNUAL HOLIDAYS

7. Holidays shall be allowed in accordance with the provisions of the Annual Holidays Act 1944: Provided, however, that upon completion of ten years' continuous service with the same employer each worker shall for the tenth and subsequent years be allowed an annual holiday of three weeks instead of the two weeks under the Annual Holidays Act. The third week's holiday may be taken in conjunction with or separately from the first two weeks as the employer may decide.

REST PERIOD

8. A rest interval of ten minutes morning and afternoon shall be given by the employer without deduction from pay.

ACCOMMODATION AND EQUIPMENT

9. (a) Reasonable facilities shall be provided for ablutions, changing clothes, and boiling water.

(b) The employer shall supply one pair of gumboots and an oilskin for workers required to work in wet weather, such articles to remain the property of the employer. Where it is necessary for a worker to wear gumboots he shall be paid 3 cents per hour additional with a minimum of 18 cents per day.

(c) Workers using gang-mowers or engaged on duties where getting wet is otherwise unavoidable shall be provided with additional necessary protective clothing, including waterproof trousers.

(d) In lieu of applying the provisions of subclauses (b) and (c) of this clause an employer may elect to pay each worker an allowance of 50 cents per week.

(e) All tractors being used for fairway mowing on a golf course shall be fitted with a device to protect the employee from weather conditions and from being struck by a golf ball.

(f) The employer shall supply the worker with a pair of rubber safety goggles and a safety mask to cover nose and mouth when he is applying sprays or hormones which are considered to be injurious to health.

DUTIES

10. The duties of greenkeepers shall be the maintenance and care and development of the courses, greens, and/or courts and other property of the employer. 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.

PAYMENT OF WAGES

11. All wages due shall, by mutual arrangement, be paid weekly or fortnightly, 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

12. (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.

DISPUTES

13. 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 and not specifically dealt with in this award, every such dispute or difference shall be referred to the Conciliation Commissioner for the district who shall either decide the question or refer the matter to the Court. Either side shall have the right to appeal to the Court against any decision of the Commissioner 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

14. (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 174 H of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union).

NOTIFICATION

15. 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 three months.

UNDER-RATE WORKERS

16. (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

17. This award shall apply to the original parties named 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

18. This award shall operate throughout the Northern Industrial District.

TERM OF AWARD

19. 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 period in each establishment commencing on or after the 21st day of July 1969, 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 20th day of January 1971.

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 2nd day of September 1969.

(L.S.)

A.P. BLAIR, 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. The unqualified preference provision (clause 14) has been inserted in accordance with the agreement of all the assessors.

A.P. BLAIR, Judge.