

**TARANAKI GOLF CLUBS' AND OTHER SPORTS BODIES'
GREENKEEPERS — AWARD**

(Filed in the Office of the Clerk of Awards, New Plymouth)

In the Court of Arbitration of New Zealand, Taranaki 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 clubs (hereinafter called “the employers”):

Hawera Golf Club, Hawera.
New Plymouth Golf Club, New Plymouth.
Taranaki Rugby Union, New Plymouth.
Westown Golf Club, New Plymouth.

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 October 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 July 1970.

(L.S.)

J. B. THOMSON, Judge.

SCHEDULE

INDUSTRY TO WHICH AWARD APPLIES

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

HOURS OF WORK

2. (a) The ordinary week's work shall be spread over five days per week, Monday to Friday, both days inclusive, and shall not exceed 40 hours per week.

(b) The starting times and finishing times of employment over the weeks of each year shall be mutually arranged between the worker, the employer, and the union.

WAGES

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

| | Per Week \$ |
|-------------------------|----------------|
| Head greenkeeper..... | 40.45 |
| Sole greenkeeper..... | 38.13 |
| Other greenkeepers..... | 36.56 |

(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 19 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) Sole greenkeepers and other greenkeepers employed by golf clubs, after two years' service with the same club, shall be paid \$1.10 per week extra.

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

OVERTIME

4. (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.

DEDUCTIONS

5. 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.

CASUAL OR PART-TIME WORKERS

6. A casual or part-time worker is a worker who is employed for less than 40 hours in any one week. The hourly rate for such a worker shall be one-fortieth of the appropriate classified weekly rate.

HOLIDAYS

7. (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.

(c) A casual worker who is required to work on any of the holidays mentioned in subclause (a) of this clause 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) of this clause 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

8. (a) The provisions of the Annual Holidays Act 1944 shall apply to all workers coming within the scope of this award: Provided, however, that upon the completion of eight years' continuous service with the same employer each worker shall for the eighth 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.

(b) Payment for annual holidays shall be on the basis of the worker's average weekly taxable earnings for the year (or lesser period where applicable) immediately preceding his annual holiday entitlement: Provided that the holiday pay does not exceed the worker's ordinary pay plus 30 per cent and provided, further, that in no case shall the holiday pay be less than the worker's ordinary pay at the time of taking the holiday. For the purpose of calculation under this provision a divisor of 52 shall be used.

REST PERIOD

9. A rest interval of ten minutes morning and afternoon shall be given by the employer without any deductions from pay.

YOUTHS

10. Youths may be employed by agreement between the union and the employer.

DUTIES

11. The duties of greenkeepers or groundsmen 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

12. All wages due shall be paid weekly or fortnightly in cash not later than Thursday.

GUMBOOTS AND OILSKINS

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

TERMS OF EMPLOYMENT

14. (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 summarily dismissed for misconduct.

(b) Notice of termination of employment shall not be given during the annual holiday period.

ACCOMMODATION

15. Reasonable facilities shall be provided for ablutions, changing clothes and boiling water.

UNQUALIFIED PREFERENCE

16. (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 of 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

17. (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 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.

NOTIFICATION

18. On the written request of the secretary of the union, an employer shall supply to him a list of the workers in his employ, but not more often than once in three months.

DISPUTES

19. 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 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.

If the committee is unable to decide the question then the chairman shall give a decision or refer the matter to the Court.

Either side shall have the right to appeal to the Court against a decision of any such committee or chairman, 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

20. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every 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

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

TERM OF AWARD

22. 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 1st day of May 1970, 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 October 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 July 1970.

(L.S.)

J. B. THOMSON, 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 16) has been inserted in accordance with the agreement of all the assessors.

J. B. THOMSON, Judge.

TARANAKI GOLF CLUBS' AND OTHER SPORTS BODIES'
GREENKEEPERS—AMENDMENT OF AWARD

In the Court of Arbitration of New Zealand, Taranaki Industrial District—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of the Taranaki Golf Clubs' and Other Sports Bodies' Greenkeepers Award, dated the 2nd day of July 1970, and recorded in 70 Book of Awards. p. 2176

Upon reading the joint application made by the original parties to the Taranaki Golf Clubs' and Other Sports Bodies' Greenkeepers Award, dated the 2nd day of July 1970: and upon being satisfied that the said parties are desirous that the award should be reviewed by it, the Court, in pursuance and exercise of the powers vested in it by section 162 (1) (b) of the Industrial Conciliation and Arbitration Act 1954, and with the consent of the said parties, doth hereby order as follows:

1. That the said award shall be amended in the manner following:

(1) By deleting subclause (a) of clause 3 (Wages) and substituting therefor the following subclause:

| | Per Week |
|--|----------|
| “(a) The minimum weekly rates of wages shall be: | \$ |
| Head greenkeeper | 45.35 |
| Sole greenkeeper | 43.33 |
| Other greenkeepers | 41.76” |

(2) By deleting the date “30th day of October 1971” where it appears in the enacting sheet and in clause 22 (Term of Award) and substituting therefor in each case the date “31st day of December 1971”.

2. That this order shall come into force on the day of the date hereof, except that in so far as it relates to the rates of wages to be paid it shall be deemed to have come into force on the first day of the pay week of each employer commencing on or after the 2nd day of August 1970.

Dated this 20th day of November 1970.

A. P. BLAIR, Judge.