

TARANAKI BOWLING CLUBS' GREENKEEPERS – AWARD

(Filed in the office of the Clerk of Awards at 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”):

East End Bowling Club, New Plymouth.
 Hawera Bowling Club, Hawera.
 Hawera Tennis Club, Hawera.
 New Plymouth Croquet Club, New Plymouth.
 Riverside Women's Bowling Club, New Plymouth.
 West End Bowling 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 abovementioned 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 17th day of December 1972 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 17th day of December 1971.

(L.S.)

A. P. BLAIR, Judge.

SCHEDULE

INTERPRETATION

1. This award shall apply to all greenkeepers employed by mens' and womens' bowling, tennis and croquet 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) The minimum wage payable to a greenkeeper employed by the week shall be \$51.70 per week.

(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) Greenkeepers who are holders of a greenkeepers' diploma issued by the controlling authority, shall receive an additional payment of \$2.75 per week.

(d) All workers shall be paid 50 cents per week additional after two years' service with the same club. Time served prior to the date of this award shall count for the purpose of this payment.

CASUAL OR 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 a casual or part-time greenkeeper shall be one-fortieth per hour of the greenkeeper's weekly wage, and for other workers \$1.20 per hour.

OVERTIME

5. (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 two hours. In addition, where Sunday work is done for club tournaments approved by the Taranaki Bowling Centres (mens' and womens') \$1.93 shall be paid.

DEDUCTIONS

6. 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.

HOLIDAYS

7. (a) The following shall be the recognised holidays, which in the case of weekly workers 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 by weekly workers 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.

(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 the 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 three hours.

ANNUAL HOLIDAYS

8. The provisions of the Annual Holidays Act 1944 shall apply to workers covered by this award, except that greenkeepers employed by the week shall receive three weeks' annual holiday.

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 percent 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.

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. Details of each pay shall be supplied to all workers.

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, and the care of 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 direction.

TOURNAMENTS

12. (a) Greenkeepers required to prepare greens for club one-day open tournaments shall be paid \$1.93 extra for the day on which the tournament is held.

(b) A greenkeeper required to prepare greens for any centre tournament shall be paid \$2.75 per day for Christmas pairs, New Year fours, Easter fours and Taranaki Open Tournament, in addition to his wages. Except that for work done on any of the holidays mentioned in subclause (a) of clause 7 of this award payment shall be made as provided for in subclause (b) of clause 7. For work performed on Sundays payment shall be made in accordance with subclause (c) of clause 5 of this award.

SICK PAY

13. (a) After 12 months' continuous service with the same employer a worker shall be entitled in each subsequent year of service to sick pay for up to five days calculated at the rate of his ordinary pay, reduced by the amount of any Social Security sickness benefit or any other payment to which the worker would be entitled in respect of such incapacity.

(b) The amount of the allowance in accordance with (a) of this clause shall, together with any other payments to which the worker is entitled in respect of such incapacity, not exceed the permitted separate income rates as defined by the Social Security Act from time to time.

(c) Sick pay shall not be paid in respect of any statutory or award holiday for which the worker is entitled to full pay.

(d) Sick pay for a day shall be calculated according to the number of working days for which the worker's ordinary weekly pay is paid. Ordinary weekly pay for the purpose of this subclause shall be calculated on the basis of 40 hours at the hourly rate which the worker is actually paid.

(e) Absence of one day only shall not be paid.

(f) A claim for sick pay shall be supported by a medical certificate.

(g) It shall be obligatory on the worker to ensure notice is given to the employer on the first day of absence due to illness.

(h) The employer shall also have the right to require the worker to produce additionally a medical certificate at the employer's expense from a doctor nominated by the employer.

(i) Where in any instance the employer operates a sick leave scheme, the benefits of which are no less favourable than those set out herein, then the provisions of such alternative scheme shall apply.

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 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 of Arbitration 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

15. (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

16. Each bowling club shall, on request, supply to the secretary of the union a list of workers employed under the terms of this award.

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.

APPLICATION OF AWARD

18. 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 the industrial district to which this award relates.

SCOPE OF AWARD

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

TERM OF AWARD

20. 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 October 1971, 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 17th day of December 1972.

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 17th day of December 1971.

(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 15) has been inserted in accordance with the agreement of all the assessors.

Advice has been received from the Remuneration Authority to the effect that it has consented in terms of section 22 of the Stabilisation of Remuneration Act 1971 to the agreed-upon rates of remuneration being incorporated in the award.

A. P. BLAIR, Judge.