

WELLINGTON LAWN TENNIS ASSOCIATION (INC.) **GREENKEEPERS AND OTHERS—**  
INDUSTRIAL AGREEMENT

*[Filed in the Office of the Clerk of Awards, Wellington]*

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 7th day of September, 1953, between the Wellington, Nelson, Westland and Marlborough Local Bodies' Other Labourers and Related Trades Industrial Union of Workers, (hereinafter referred to as "the union"), of the one part, and the Wellington Lawn Tennis Association (Incorporated), (hereinafter referred to as the "association"), of the other part; whereby it is mutually agreed by and between the parties hereto as follows:—

(a) That the terms, conditions, stipulations, and provisions contained and set out in the schedule hereto, shall be binding upon the said parties, and they shall be deemed to be and are hereby incorporated in and declared to form part of the agreement.

(b) The said parties hereto shall respectively do, observe, and perform, every matter and thing by this agreement, and by the said terms, conditions, stipulations, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

(c) Except as herein provided, this agreement shall come into force on the date on which the parties hereto have attached their signatures, and thereafter shall continue in force until the 7th day of September, 1955.

(d) This agreement shall apply to all workers employed by the said association, and performing the duties referred to in clause 6, hereof, and the Central Park Tennis Courts.

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SCHEDULE

*Hours of Work*

1. (a) Except as otherwise provided herein, the hours of work shall be forty per week to be worked between the hours of 7.30 a.m. and 5 p.m. on five days of the week—Monday to Friday inclusive.

(b) The head greenkeeper shall be allowed one clear day of twenty-four hours off duty in each week.

*Wages*

2. (a) Casual or part-time employees shall be paid not less than 4s. 11½d. per hour. The head greenkeeper shall be paid not less than £10 15s. 4d. per week.

(b) Fares, and commission for additional duties, to the head greenkeeper, shall be paid as mutually arranged between the worker and the association.

(c) Where a worker occupies a dwelling owned by the association, a rental may be charged for such dwelling as agreed upon by the worker and the association. In the case of a dispute arising in connection therewith, it shall be dealt with under clause 9, of this agreement.

(d) An over-all allowance of £4 17s. 9d. weekly, shall be paid to the head greenkeeper for time worked in excess of, or outside the hours mentioned in clause 1 (a), and on holidays mentioned in clause 4; and clause 1 (a), 3 and 4, shall not apply to such worker.

*Overtime*

3. Except as provided in clause 2, subclause (d), all time worked outside of or in excess of the hours mentioned in clause 1 (a), shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

*Statutory Holidays*

4. (a) The following holidays shall be allowed and paid for as if worked: Christmas Day, Boxing Day, New Year's Day, 2nd January, Good Friday, Easter Monday, Labour Day, Anniversary Day, the birthday of the reigning Sovereign and Anzac Day.

(b) The provisions of the Public Holidays Act, 1910, and its amendments, shall be deemed to be incorporated in this agreement.

*Annual Holidays*

5. (a) The head greenkeeper, shall be granted three weeks' annual leave on full pay during each year of service, and he shall also receive in addition to such leave, one day in lieu of each of the holidays mentioned in clause 4 upon which he was called upon to work. Such holidays shall be taken at a time or times, to be mutually arranged between the head greenkeeper and the association.

(b) In all other respects the provisions of the Annual Holidays Act, 1944, shall apply.

*Duties*

6. The duties of workers employed by the association, shall be the maintenance, care and development of the greens, and/or courts and other property of the association.

*Tournaments*

7. Workers required to prepare courts for championship tournaments shall receive a payment of 11s. 6d. per day extra for each day of such tournaments on which such preparation is performed, and workers who are required to prepare courts for New Zealand national championships shall receive 17s. 3d. per day extra for each day of the tournaments on which such preparation is performed.

*Termination of Engagement*

8. In the case of the head greenkeeper, one month's notice in writing on either side shall terminate the engagement, in all other cases one day's notice on either side shall terminate the engagement.

*Disputes*

9. Should any matter arise out of or in connection with the operations of this agreement or effect the relationship between the workers or any one of them, and the association, the matter shall be considered between a representative of the union and the association. Failing a mutual agreement on any point which may arise, the association

and the union shall refer the matter to an independent person for decision. Should the association and the union fail to agree respecting the person to decide any issue, the matter shall be referred to the Conciliation Commissioner for the district, whose decision shall be final.

*Membership of Union*

10. (a) Subject to the provision of subsection (5) of section 18, of the Industrial Conciliation and Arbitration Amendment Act, 1936, it shall not be lawful for any employer bound by this agreement to employ or to continue to employ in any position or employment subject to this agreement any adult person who is not for the time being a member of any industrial union of workers bound by this agreement.

(b) For the purpose of subclause (a) of this clause, a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(c) Every person who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested so to do by his employer or any officer or representative of the union, commits a breach of this agreement, and shall be liable accordingly.

11. This agreement in so far as it relates to wages shall be deemed to have come into force on the 1st day of September 1952, and in so far as all other conditions of this agreement are concerned, it shall come into force on the day of the date hereof and shall continue in force until the 7th day of September, 1955.

The common seal of the Wellington Lawn Tennis Association (Incorporated), was affixed hereto in the presence of—

[L.S.]

A. J. WILSON, Chairman.  
C. S. PLANK, Secretary.

The common seal of the Wellington, Nelson, Westland, and Marlborough Local Bodies' Other Labourers and Related Trades Industrial Union of Workers was affixed hereto in the presence of—

[L.S.]

H. L. J. MAY, President.  
P. M. BUTLER, Secretary.