

# KNOW YOUR RIGHTS

**Calls to the Association's legal helpline - operated by lawyers from Hambro Legal Protection Ltd, continue to grow. Here, employment barrister Jonathan Waters considers some common problems concerning greenkeepers' employment**



**My employer has made a deduction from my salary for poor workmanship. Can he do this?**

Unfortunately, this practice tends to be commonplace. Contrary to popular belief, an employer has no absolute legal right to deduct money from a greenkeeper's salary or fine a greenkeeper for poor workmanship or performance.

The law which is applicable here is set out in the Wages Act

1986. This provides that an employer cannot deduct money from a greenkeeper's salary or impose a fine unless:

- a) the written contract of employment contains a term giving him the right to do so; and/or
- b) the greenkeeper has given written consent to the deduction/fine prior to it being made

(as it can be imagined, this is extremely rare!)

If money is deducted from a greenkeeper's salary or if a fine is imposed contrary to the Wages Act, then a complaint may be made to an Industrial Tribunal. Industrial Tribunal proceedings must be issued on form IT1 which is available from the local Job Centre or Citizens' Advice Bureau) within three months of the date of the deduction/fine.

In addition, any greenkeeper, irrespective of his length of service, who claims that his employer has breached the provisions of the Wages Act and is dismissed as a result of making such a complaint can bring a claim for compensation for unfair dismissal at an Industrial Tribunal. In practice this protection places a greenkeeper in a very strong position and quite often the threat of legal action is sufficient to deter an employer from making a deduction/imposing a fine. A claim for unfair dismissal must be issued on form IT1 within three months of the date of the dismissal.

- the greenkeeper;
- b) the date on which the greenkeeper's employment began;
- c) whether any previous employment counts towards the greenkeeper's period of continuous employment with the club;
- d) the greenkeeper's job title;
- e) the scale or rate of pay and the intervals at which it is paid (ie weekly or monthly);
- g) the greenkeeper's holiday entitlement - including public holidays and how holiday pay is calculated in event of the greenkeeper leaving employment;
- h) whether the greenkeeper is entitled to sick pay;
- i) entitlement to a pension scheme;
- j) notice that the employer must give the greenkeeper to terminate the contract and the notice that the greenkeeper must give his employer to leave;
- k) the place or places where the greenkeeper is required to work;
- l) any collective agreement which applies to the greenkeeper;
- m) if the greenkeeper's job is not permanent the likely duration of the contract.

In addition, except where there are less than 20 employees at the club, reference should be made to any relevant disciplinary or grievance procedure.

If an employer fails to provide a statement then a greenkeeper may make a complaint to an Industrial Tribunal which, if it finds the complaint to be well-founded, will state the particulars which ought to have been given.

Interestingly, if a greenkeeper is dismissed as a result of asking for a statement then the dismissal will be automatically unfair regardless of the length of the greenkeeper's period of employment. In practice, this places a greenkeeper in a strong bargaining position.

■ The information contained in this article is for general guidance only. In the event of a member having any legal problem then it is extremely important that Hambro Legal Protection Ltd be contacted without delay. Hambro Legal Protection Ltd's telephone number is 01206 867775 and the service is available 24 hours a day, 365 days a year.

**I am a head greenkeeper. I have been employed by my current employer for six years. During this time, despite repeated requests, I have never been provided with a written contract of employment. Is this lawful?**

This is a problem which appears to be the norm in many golf clubs.

An employer is not obliged by law to provide a greenkeeper with a written contract of employment - indeed, in many cases the contract of employment is often purely verbal.

Although an employer is not obliged to provide a written contract of employment he is, however, required to provide a greenkeeper (whether full-time or part-time) with a written statement of main terms and conditions of employment within eight weeks of the greenkeeper commencing employment. The written statement must include, among other things, the following information:

- a) the name of the employer and

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