

WELLINGTON INDUSTRIAL DISTRICT RACECOURSE
EMPLOYEES.—AWARD.

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the Wellington and Nelson Labourers and Related Trades' Industrial Union of Workers (hereinafter called "the union") and the undermentioned clubs (hereinafter called "the employers") :—

Ashhurst-Pohangina Race Club (J. A. McDonell, Secretary), Ashhurst.

Feilding Jockey Club (E. G. Goodbehere, Secretary), Feilding.

Foxton Racing Club, Foxton.

Levin Racing Club (F. A. Nichols, Secretary), Levin.

Manawatu Racing Club, 72 Rangitikei Street, Palmerston North.

Marton Jockey Club (A. Way), Marton.

Otaki Maori Racing Club (W. Winiata, Secretary), Otaki.

Rangitikei Racing Club (E. V. Wilson, Secretary), Marton.

Wanganui Jockey Club, Inc. (S. McCallum), Maria Place, Wanganui.

Waverley Racing Club, Waverley.

Wellington Racing Club, Woodward Street, Wellington.

THE COURT of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by

their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, 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 9th day of May, 1939, and thereafter as provided by subsection (1) (*d*) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

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 9th day of May, 1938.

[L.S.]

W. J. HUNTER, Judge.

SCHEDULE.

Definition.

1. (*a*) This award shall cover all outside workers employed by racing, trotting, and hunt clubs, except totalizator employees, number-board attendants, employees working in ticket-boxes, tradesmen or employees substantially employed as drivers or carters.

(*b*) A "groundsmen" employed under this award is a worker who is substantially employed to keep in necessary order the grass spaces, shrubs, trees, and paths.

(*c*) A "trackman" is a worker who is substantially employed in preparing and attending to the training-tracks.

(d) A "labourer" is a worker employed in doing all kinds of unskilled work and assisting the gardener and/or the trackman and/or the groundsman in the general maintenance of the racecourse and its surroundings.

(e) A "permanent casual worker" is a worker who has been employed by a club for a period of four consecutive weeks.

Wages.

2. (a) The rates of wages shall be:—

			Per Week.		
			£	s.	d.
Gardeners	5	0 0
Groundsmen	4	15 0
Trackmen	5	0 0
Labourers and all other workers not specified in this award, 2s. 4d. per hour, or	4	10 0

(b) Casual employees working on race-days shall receive a minimum payment of 10s. for any part of a day's work up to three hours.

(c) The wages for casuals employed by the day on race-days shall be a minimum of 20s. per day.

(d) Casuals may be employed on a Sunday following a race-day held on a Saturday at not less than 20s. for a day's work or any part of a day's work.

(e) When a permanent or permanent casual worker is employed on a race-day held on a public or statutory holiday and/or on a Saturday he shall be paid, in addition to his ordinary weekly wages, only the daily rate provided for a casual worker on race-days.

(f) All workers shall be provided with a meal on race-days or in lieu thereof a meal allowance of 1s. 6d.

(g) The employer shall have the right to determine whether the workers or any of them shall be employed at hourly or weekly rates of wages.

(h) Should an employer dismiss any worker (except for misconduct) within one month after having engaged him at a weekly rate, he shall nevertheless pay him at the prescribed hourly rate up to the time of dismissal.

(i) The employer may make a rateable deduction from the weekly wages prescribed for any time lost by the worker through sickness, accident, or default.

(j) Wages shall be paid weekly or fortnightly as arranged between the employer and the worker.

(k) Watchmen: The provisions relating to the hours of work, wages, and holidays shall in lieu of anything elsewhere contained in this award be as agreed upon between the club, the employee, and the union.

(l) No worker covered by this award now in receipt of a higher rate of wages shall have his wages reduced by virtue of the coming into force of this award.

(m) The above-described classification shall apply to the following clubs: Manawatu Racing Club and Wellington Racing Club.

(n) All racecourse employees employed in the capacity of labourers and/or caretakers and/or groundsmen by all other clubs (within the Wellington Industrial District) as defined by the rules of racing or trotting and not included in the previous subclause (m) may undertake any work in or about a course without restriction as to duties and shall be paid if continuously employed for one week a minimum of £4 15s. per week or if employed as casuals a minimum of 2s. 6d. per hour.

Hours of Work.

3. (a) Except as provided in subclause (b) hereof and except on race-days (when the hours of work shall not exceed nine hours per day without restriction as to clock hours), the usual hours of work shall not exceed eight hours per day, to be worked between 7.30 a.m. and 5 p.m. from Monday to Friday inclusive.

(b) Workers employed in attending to or preparing the tracks and classified as trackmen shall work forty hours per week from Monday to noon on Saturday inclusive, and such workers shall commence work at any hour deemed necessary by the employer, but not more than seven hours, to be worked consecutively (excluding a break for a meal), shall be worked in any one day without payment of overtime.

(c) Nothing in the foregoing subclauses (a) and (b) shall prevent a caretaker from performing essential duties on Sunday without payment of overtime. This subclause shall not apply to the clubs mentioned in clause 2 (m).

Holidays.

4. (a) Holidays up to ten in number in each year shall be allowed to permanent workers without deduction from wages, but should a race-day fall on a public or statutory holiday another day may be substituted without deduction from wages by arrangement between the employer and the worker. When

a statutory holiday falls within the period of employment of a permanent casual worker, then the provisions of this subclause shall apply.

(b) In addition to the above-prescribed holidays, and to compensate for the elasticity of the general conditions respecting statutory holidays, workers covered by this award shall be granted ten working-days' annual leave on full pay after each full year of service, commencing from the date of this award.

(c) Should a worker, after notice has been given as provided in clause 6, leave his employment or be dismissed other than for misconduct after he has completed three months' continuous service with the same employer, he shall be entitled to a holiday or equivalent wages proportionate to the service he has completed.

(d) Where considered practicable by the employer, such holidays shall be given in proximity to the Christmas or Easter holidays or at such other time as may be mutually agreed upon.

Overtime.

5. Except where otherwise provided for, all work performed outside of or in excess of the hours provided in clause 3 shall be deemed to be overtime, and shall be paid for at the rate of time and a half for the first four hours in any one day and double time thereafter.

Termination of Employment.

6. In the case of weekly workers one week's notice on either side shall terminate the employment, and in the case of permanent casual workers other than those employed by the day two hours' notice on either side shall terminate the employment.

Disputes Committee.

7. The essence of this award being that the work of the employer 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 dealt with herein, every such dispute or difference shall be referred to a committee to be composed of one representative 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 against a decision of any

such committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

Workers to be Members of Union.

8. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes 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.

Under-rate Workers.

9. 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 between the employee, the union, and the employer.

Application of Award.

10. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer who, not being an original party hereto, is when the 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.

11. This award shall operate throughout the Wellington Industrial District.

Term of Award.

12. This award, in so far as it relates to wages, shall be deemed to have come into force on the 11th day of April, 1938,

and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 9th day of May, 1939.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 9th day of May, 1938.

[L.S.]

W. J. HUNTER, Judge.

MEMORANDUM.

The only matter referred to the Court was the term of the award. In other respects the award embodies the recommendations arrived at by the assessors in Conciliation Council.

W. J. HUNTER, Judge.
