

**AUCKLAND RACING CLUB'S GARDENERS AND LABOURERS.—  
INDUSTRIAL AGREEMENT**

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the industrial agreement made on the 4th day of March, 1948, between the Auckland District Labourers and Related Trades' Industrial Union of Workers and the Auckland Racing Club.

WHEREAS by the Economic Stabilization Emergency Regulations 1942 it is provided that no industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, shall come into force until it is filed under section 28 of the said Act: And whereas it is provided, further, that no such industrial agreement shall be accepted by a Clerk of Awards for filing as aforesaid unless it has been approved by the Court for the purposes of the said regulations: And whereas application has been made for approval of the industrial agreement made on the 4th day of March, 1948, between the Auckland District Labourers and Related Trades' Industrial Union of Workers, of the one part, and the Auckland Racing Club, of the other part: Now, therefore, the Court, having had regard to and having taken into consideration the matters and things as required by the said regulations, doth hereby approve the said industrial agreement for the purposes of the said regulations.

Dated this 10th day of June, 1948.

[L.S.]

A. TYNDALL, Judge.

**AUCKLAND RACING CLUB GARDENERS AND LABOURERS.—  
INDUSTRIAL AGREEMENT**

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 4th day of March, 1948, between the Auckland District Labourers' and Related Trades Industrial Union of Workers, Union Bank Buildings, Karangahape Road, Auckland C. 2 (hereinafter called "the union"), of the one part, and the Auckland Racing Club (Inc.), 97 Shortland Street, Auckland C. 1 (hereinafter called "the employer"), of the other part, whereby it is mutually agreed by and between the parties hereto as follows:—

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

2. That 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.

## SCHEDULE

### *Definition*

1. This award shall cover all outside workers including gardeners employed by the Auckland Racing Club at Ellerslie and Takanini, except totalizer employees, men in charge of number boards, employees working in ticket-boxes, gatekeepers and turnstile attendants handling money, tradesmen, or employees substantially employed as drivers or carters, or workers covered by another award.

### *Wages*

2. (a) The minimum rate of wages shall be:—

	£	s.	d.	
Weekly workers ..	6	15	10	
Casual workers ..	0	3	3	per hour.

(b) For the purpose of this clause a "casual worker" is a worker employed for a period of not more than five consecutive working days.

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

(d) Wages shall be paid weekly, but casual workers shall be paid on the termination of the employment.

(e) The provisions of this agreement relating to the hours of work, wages, and holidays shall not apply to watchmen. In their case the hours, wages and holidays shall be settled by a committee set up under clause 11.

(f) All workers actually working on a race day shall be provided with a meal or, in lieu thereof paid a meal allowance of 2s. 6d.

### *Hours of Work*

3. The ordinary hours of work shall not exceed forty hours per week or eight hours per day to be worked between 7.30 a.m. and 5 p.m. from Monday to Friday, both days inclusive.

*Overtime*

4. (a) Except as otherwise provided, all time worked in excess of or outside of the daily hours defined in clause 3 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) A worker may be required to work for four hours on Saturday between the hours of 7.30 a.m. and 11.30 a.m. at the rate of 4s. per hour.

(c) Time worked on Saturday, except as specially provided for in subclause (b), shall be paid for at the rate of time and a half for the first three hours and at the rate of double time thereafter.

*Sundays and Holidays*

5. (a) The following shall be the recognized holidays which shall be allowed without deduction from wages: New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, Christmas Day, Boxing Day, Anniversary Day, and the 2nd January.

(b) In the event of a holiday other than Anzac Day, falling on a Sunday, such holiday shall be observed on the succeeding Monday; and in the event of another holiday falling on such Monday, such other holiday shall be observed on the succeeding Tuesday.

(c) Payment of wages for the said holidays shall be made to all persons who have worked for the employer during the fortnight ending on the day on which the holiday occurs.

(d) Where any worker has worked for more than one employer during the fortnight ending on the day on which the holiday occurs, he shall be entitled to receive payment for the holiday from such one or more of those employers, and if more than one, in such proportions as the Inspector determines.

(e) Time worked on any of the holidays above mentioned shall be paid for at the rate of double time in addition to any payment to which the worker is entitled under subclause (c) or (d) of this clause.

(f) All time worked on Sundays shall be paid for at the rate of double time.

*Annual Holidays*

6. The provisions of the Annual Holidays Act shall apply to workers covered by this agreement, but the holiday shall be fifteen working days.

*Termination of Employment*

7. In the case of weekly workers, one week's notice on either side shall terminate the employment, and in the case of casuals two hours' notice on either side shall terminate the employment, but this shall not prevent the employer dismissing a worker summarily for misconduct.

*General Provisions*

8. (a) Oilskins, &c.: Where permanent men are required to work in the rain, oilskins shall be provided.

(b) A first aid outfit suitably equipped, shall be provided and maintained by the employer in a place accessible to workers employed under this agreement.

(c) On the request of the union secretary the employer shall furnish a list of employees, providing that such list may not be required at shorter intervals than six months.

*Workers to be Members of Union*

9. Court's usual clause.

*Under-rate Workers*

10. Court's usual clause.

*Disputes*

11. The essence of this agreement 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 agreement, 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. If such committee cannot agree, it shall refer the matter to the Court. 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.

*Exemptions*

12. This agreement shall not apply to the—

Head gardener at Ellerslie.

Foreman gardener at Ellerslie.

Track Supervisor at Ellerslie.

Track Manager at Takanini.

*Term of Agreement*

13. This agreement shall come into force on the 1st day of March, 1948, and shall continue in force until the 28th day of February, 1949.

In witness whereof the parties hereto have executed these presents the day and year first before written.

Signed for and on behalf of the Auckland Racing Club  
(Inc.)—

W. S. SPENCE, Secretary.

Witness to the above signature—W. R. Thompson.

Signed for and on behalf of the Auckland District  
Labourers' and Related Trades Industrial Union of Workers—

T. POTTER, Secretary.

Witness to the above signature—H. H. Delaney.

**AUCKLAND RACING CLUB'S GARDENERS AND LABOURERS—  
CONCURRENCE IN AND VARIATION OF INDUSTRIAL  
AGREEMENT**

A CONCURRENCE in the Auckland Racing Club's Gardeners and Labourers' industrial agreement made on 4th of March, 1948, and recorded in 48 Book of Awards 1185, has been filed with the Clerk of Awards, Auckland, on 21st December, 1948, by the Auckland Trotting Club (Incorporated).

AUCKLAND RACING CLUB'S GARDENERS AND LABOURERS—VARIATION  
OF INDUSTRIAL AGREEMENT

IT is hereby mutually agreed that the industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, and dated the 4th day of March, 1948, as between the Auckland District Labourers' and Related Trades' Industrial Union of Workers, on the one part, and the Auckland Racing Club (Inc.) and the Auckland Trotting Club (Inc.), on the other part, shall be varied as follows :—

(1) Clause 1 to read :—

*“ Definition*

“ This award shall cover all outside workers including gardeners employed by the Auckland Racing Club at Ellerslie and Takanini and the Auckland Trotting Club at Epsom, except totalizator employees, men in charge of number boards, employees working in ticket-boxes, gatekeepers and turnstile attendants handling money, tradesmen, or employees substantially employed as drivers or carters, or workers covered by another award.”

(2) Clause 12 to read :—

*“ Exemptions*

“ This agreement shall not apply to the—

“ Head Gardener at Ellerslie and Epsom.

“ Foreman Gardener at Ellerslie and Epsom.

“ Track Supervisor at Ellerslie and Epsom.

“ Track Manager at Takanini.”

Dated at Auckland, this 8th day of October, 1948.

Signed for and on behalf of the Auckland District Labourers' and Related Trades Industrial Union of Workers—

T. POTTER.

Witness to the above signature—W. R. Thompson.

Signed for and on behalf of the Auckland Racing Club (Inc.)—

W. S. SPENCE, Secretary.

Witness to the above signature—S. S. Keogh.

Signed for and on behalf of the Auckland Trotting Club (Inc.)—

A. E. FORREST.

Witness to the above signature—A. H. Delaney.