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AUCKLAND RACING CLUB'S AND AUCKLAND TROTTING 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 Regulations 1950; and in the matter of the industrial agreement made on the 19th day of December 1951, between the Auckland Ceramic, Concrete, Builders' and General Labourers' and Related Trades Industrial Union of Workers, and the Auckland Racing Club and the Auckland Trotting Club.

WHEREAS by the Economic Stabilization Regulations 1950 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 19th day of December 1951, between the Auckland Ceramic, Concrete, Builders' and General Labourers' and Related Trades Industrial Union of Workers, of the one part, and the Auckland Racing Club and the Auckland Trotting 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 5th day of February 1952.

[L.S.]

A. TYNDALL, Judge.

AUCKLAND RACING CLUB'S AND AUCKLAND TROTTING CLUB'S GARDENERS AND  
LABOURERS' AGREEMENT

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments this 19th day of December, 1951, between the Auckland Ceramic, Concrete, Builders' and General Labourers' and Related Trades Industrial Union of Workers, (hereinafter referred to as "the Union"), of the one part and the Auckland Racing Club, 97 Shortland Street, Auckland, C.I., and the Auckland Trotting Club, Durham Street, Auckland, C.I., (hereinafter referred to as "the employers"), of the other part, whereby it is mutually agreed by and between the said parties hereto as follows, that is to say:—

1. 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 this agreement.

2. 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 agreement 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, gate-keepers 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	7	17	6	per week.
Casual workers	0	3	9½	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 award 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 3s.

#### *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 time and a half, thereafter at double time rates.

#### *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, sou'-westers, and gumboots 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.

(d) An interval of ten minutes each morning and afternoon shall be given without deduction from pay.

*Workers to be Members of Union*

9. (a) Subject to the provisions 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 an industrial union of workers bound by this agreement.

(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 agreement 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.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

*Under-rate Workers*

10. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement may be paid such lower wage as may from time to time be fixed, on the 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 fourteen 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.

#### *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 has 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.  
 Track manager at Epsom.

#### *Increase in Rates of Remuneration*

13. All rates of remuneration including time and piece wages and overtime and other special payments prescribed in this agreement, but excluding payments relating to tools, bicycles, motor-vehicles, clothing, or footwear, shall be subject to the provisions of the general order, dated the 30th day of January 1951, increasing rates of remuneration by 15 per cent.

#### *Term of Agreement*

14. This agreement shall come into operation as from the 20th December 1951 and shall remain in force until the 31st December 1952.

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

Signed for and on behalf of the Auckland Racing Club—

W. S. SPENCE, Secretary.

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

Signed for and on behalf of the Auckland Trotting Club—

A. E. FORREST.

Witness to the above signature—B. M. Robertson.

The official stamp of the Auckland Ceramic, Concrete, Builders' and General Labourers' and Related Trades Industrial Union of Workers was hereto set and impressed by order of the Committee thereof this 20th day of December in the presence of—

T. POTTER, Secretary.

AUCKLAND RACING CLUBS AND AUCKLAND TROTTING CLUBS **GARDENERS AND LABOURERS**—AMENDMENT OF INDUSTRIAL AGREEMENT

In the Court of Arbitration of New Zealand.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and the Economic Stabilization Regulations 1952; and in the matter of the Auckland Racing Clubs and Auckland Trotting Clubs Gardeners and Labourers industrial agreement, made on the 19th day of December 1951, and recorded in 52 Book of Awards 88.

In pursuance and exercise of the powers vested in it by the Economic Stabilization Regulations 1952, and of every other power in that behalf thereunto enabling it, this Court, for the purpose of giving effect to the pronouncement made by it on the 12th day of July 1952, doth hereby order as follows:—

1. That the said industrial agreement shall be amended in the manner following:—

(1) By deleting subclauses (a) and (f) of clause 2 (Wages) and substituting the following subclauses:—

“(a) The minimum rates of wages shall be—

	£	s.	d.	
“ Weekly workers .. .. .	9	5	8	per week.
“ Casual workers .. .. .	0	4	5 $\frac{3}{4}$	per hour.”

“(f) All workers actually working on a race day shall be provided with a meal, or, in lieu thereof, paid a meal allowance of 3s. 6d.”

(2) By deleting clause 13 (Increase in Rates of Remuneration).

2. That this order shall come into force on the 1st day of September 1952.

Dated this 8th day of August 1952.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The rates of remuneration prescribed in the industrial agreement are *not* to be increased by the application of the provisions of the Court's general order of the 30th January 1951.

A. TYNDALL, Judge.