

### TARANAKI RACECOURSE EMPLOYEES—AWARD

In the Court of Arbitration of New Zealand, Taranaki Industrial District—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the Taranaki Labourers and Related Trades Industrial Union of Workers (hereinafter called “the union”) and the undermentioned clubs (hereinafter called “the employers”):

Egmont Racing Club, Hawera.

Stratford Racing Club, Stratford.

Taranaki Jockey Club, Brougham Street, New Plymouth.

THE Court of Arbitration of New Zealand (hereinafter called “the Court”), having taken into consideration the terms of settlement arrived at in the above-mentioned dispute and forwarded directly to the Court pursuant to the provisions of section 130 of the Industrial Conciliation and Arbitration Act 1954, 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 18th day of March 1965 and thereafter as provided by section 152 of the Industrial Conciliation and Arbitration Act 1954.

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 29th day of May 1963.

[L.S.]

A. TYNDALL, Judge.

#### SCHEDULE

##### *Industry to Which Award Applies and Definitions*

1. (a) This award shall cover all outside workers employed by racing, trotting, and hunt clubs, except totalisator 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.

(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 "male worker not otherwise specified" is a worker employed in doing all kinds of unskilled work and assisting the gardener, and/or the trackman, and/or the groundsmen in the general maintenance of the racecourse and its surroundings.

(e) A "weekly employee" is a worker who is employed for more than five consecutive days.

(f) A "qualified gardener" is a worker who is employed as such and may be required to assist in other duties.

(g) A "track controller" is a worker responsible for directing the work of the horses on the tracks during training operations, in so far as the tracks are concerned, and for supervising the work of other workers employed in preparing and maintaining the tracks.

#### *Wages*

2. (a) The minimum rates of wages shall be:		Per Week		
		£	s.	d.
Track controller or track manager	.....	13	19	0
Trackman	.....	13	3	9
Groundsmen	.....	12	14	6
Male workers not otherwise specified in this award				
—£2 10s. per day or £12 9s. 4d. per week.				

(b) The wages for casuals employed by the day on race days shall be a minimum of £2 13s. 4d. per day.

(c) Casuals may be employed on Sunday following a race day held on a Saturday at not less than double ordinary rates, with a minimum payment of three hours at double rates of pay.

(d) When a weekly worker is employed on a race day held on a public or a 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.

(e) After each four hours of continuous work all workers shall be provided with a meal on race days, or in lieu thereof a meal allowance of 5s. shall be paid on each occasion.

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

(g) Wages shall be paid weekly or fortnightly as arranged between the employer and the worker; but casual workers shall be paid immediately before the termination of the meeting.

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

(i) 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.

#### *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 per day without restriction as to clock hours), the usual hours of work shall not exceed eight per day, to be worked between 7.30 a.m. and 5 p.m. from Monday to Friday, both days inclusive.

(b) Trackmen provided for in subclause (a) of clause 2 shall work 40 hours per week from Monday to 12 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 subclauses (a) and (b) hereof shall prevent a caretaker from performing essential duties on Sunday without payment of overtime.

#### *Holidays*

4. (a) Holidays up to 10 in number in each year shall be allowed to weekly 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 weekly worker, the provisions of this subclause shall apply.

(b) In addition to the above-described holidays and to compensate for the elasticity of the general conditions respecting statutory holidays, workers covered by this award shall be granted 15 working days' annual leave on full pay after each full year of service. In other respects the provisions of the Annual Holidays Act 1944 shall apply.

#### *Overtime*

5. (a) Except where otherwise provided, all work performed outside 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 three hours in any one day and double time thereafter.

(b) All work performed on Sundays by weekly workers shall be paid for at double ordinary rates, with a minimum payment of three hours at double ordinary rates of pay.

(c) All work performed on a statutory holiday other than race days provided for in subclause (a) of clause 4 hereof shall be paid for at double time rates, in addition to ordinary rates.

### *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 other workers, except those employed by the day, two hours' notice on either side shall terminate the employment.

### *General Provisions*

7. (a) Safety Devices: Where men are called on to work at a height above the ground, adequate provision shall be made for their safety.

(b) Workers, other than casuals, required to work in the rain shall be provided with oilskins, sou'westers, and gumboots.

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

(d) On the request of the union secretary the employer shall furnish a list of employees: Provided that such lists shall not be required at shorter intervals than six months.

(e) Suitable accommodation shall be provided for workers to change and dry their clothes, also provision shall be made for a suitable place in which to take their meals.

### *Disputes Committee*

8. The essence of this award being that the work of the employers 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 specifically dealt with in this award, every such dispute or difference shall be referred to a committee to be composed of two representatives 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 the committee is unable to decide the question then the chairman shall give a decision or refer the matter to the Court.

Either side shall have the right to appeal to the Court against a decision of any such committee or chairman, upon giving to the other side written notice of such appeal within 14 days after such decision has been made known to the party desirous of appealing.

### *Right of Entry Upon Premises*

9. The secretary or other authorised officer of the union shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

### *Unqualified Preference*

10. (a) Any adult person engaged or employed in any position or employment subject to this award by an employer bound by this award shall, if he is not already a member of a union of workers bound by this award, become a member of such union within 14 days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this award so long as he continues in any position or employment subject to this award.

(c) Every worker obliged under subclause (a) hereof to become a member of a union who fails to become a member, as required by that subclause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with subclause (b) hereof commits a breach of this award.

(d) Every employer bound by this award commits a breach of this award if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purposes of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this award.

(NOTE—Attention is drawn to section 174H of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.)

#### *Under-rate Workers*

11. (a) 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, 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 14 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.

#### *Application of Award*

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

13. This award shall operate throughout the Taranaki Industrial District.

*Term of Award*

14. This award, in so far as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the 18th day of March 1963, and so far as all other provisions of the award are concerned, it shall come into force on the day of the date hereof; and this award shall continue in force until the 18th day of March 1965.

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 29th day of May 1963.

[L.S.]

A. TYNDALL, Judge.

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## MEMORANDUM

The award, including the operative date of provisions relating to wages, incorporates the terms of settlement arrived at by the parties in the course of an inquiry held before a Council of Conciliation.

Upon being satisfied by supporting documentary evidence that an unqualified preference provision has been agreed to by all the assessors in accordance with section 174B of the Industrial Conciliation and Arbitration Act 1954 (as enacted by the Industrial Conciliation and Arbitration Amendment Act 1961), the Court has inserted clause 10 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. TYNDALL, Judge.

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