

**NORTHERN INDUSTRIAL DISTRICT (EXCEPT GISBORNE JUDICIAL DISTRICT)
RACECOURSE EMPLOYEES—AWARD**

In the Court of Arbitration of New Zealand, Northern Industrial District—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the Auckland Ceramic, Concrete, Builders and General Labourers and Related Trades Industrial Union of Workers (hereinafter called “the union”) and the under-mentioned clubs (hereinafter called “the employers”):

Auckland Racing Club, Shortland Street, Auckland.

Auckland Trotting Club, Durham Street, Auckland.

Avondale Jockey Club, Box 590, Auckland.

Cambridge Trotting Club, Cambridge.

Franklin Racing Club, Pukekohe.

Ohinemuri Jockey Club, Paeroa.

Rotorua and Bay of Plenty Hunt Club, Rotorua.

Takanini Racing Track, Takanini.

Te Aroha Jockey Club, Te Aroha.

Waikato Racing Club, Alma Street, Hamilton.

Waipa Racing Club, Te Awamutu.

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 December 1964 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 26th day of July 1963.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Definition

1. This award shall cover all outside workers including gardeners 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.

PART I

This Part of this award shall apply to the following clubs:

Auckland Racing Club.
Auckland Trotting Club.
Avondale Jockey Club.
Waikato Racing Club.

Wages

2. The minimum rate of wages shall be:

			£	s.	d.	
Weekly workers	..	..	..	13	10	0 per week.
Casual workers	..	..	..	0	6	9 per hour.

Hours of Work

3. The ordinary hours of work shall not exceed 40 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.

PART II

This Part of this award shall apply to all clubs except those specified in Part I.

Wages

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

Weekly workers	£12	19s.	2d. per week.
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Provided, however, that workers employed in attending to or preparing the tracks and working the hours prescribed in subclause (b) of clause 6 shall be paid an additional 10s. 9d. per week.

(b) Casual workers working on race days shall receive a minimum payment of £1 12s. 6d. for any part of a day's work up to three hours: Provided that where the work extends beyond 1 p.m. such workers shall be paid not less than £2 15s.

(c) The wages for casuals employed by the day on race days shall be a minimum of £2 15s.

(d) A weekly worker employed on a race day held on a Saturday shall be paid, in addition to his ordinary weekly wages, only the daily rate provided for a casual worker on race days.

Hours of Work

6. (a) Except as provided in subclause (b) of this clause, 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) Workers employed in attending to or preparing the tracks may be employed for 40 hours per week from Monday to 12 noon Saturday, both days 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 on any day without payment of overtime.

(c) Nothing in this clause shall prevent a caretaker from performing essential duties on Sunday without payment of overtime.

Overtime

7. Except where otherwise provided, all work performed outside of or in excess of the hours provided in clause 6 shall be deemed to be overtime and shall be paid for at the rate of time and a half for the first three hours on any day and double time thereafter.

PART III

This Part of this award shall apply to all clubs.

Meal Allowance

8. (a) All workers actually working on a race day shall be provided with a meal, or in lieu thereof paid a meal allowance of 5s. 3d.

(b) On the day following a race meeting no worker shall be required to work for more than five consecutive hours without an interval of at least half an hour for a meal.

Terms of Employment

9. (a) A casual worker is a worker employed for a period of not more than five consecutive working days.

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

(c) 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.

(d) Wages shall be paid weekly or fortnightly as arranged between the employer and the worker, 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 15.

Sundays and Holidays

10. (a) The following shall be the recognised 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 2 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, except by caretakers on essential duties as provided in subclause (c) of clause 6, shall be paid for at the rate of double time.

Annual Holidays

11. The provisions of the Annual Holidays Act shall apply to workers covered by this award, but the holiday shall be 15 working days.

General Provisions

12. (a) *Oilskins, etc.*—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 award.

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

(d) An interval of 10 minutes each morning and afternoon shall be given without deduction from pay.

Unqualified Preference

13. (a) Any adult person engaged or employed in any position or employment subject to this award by any 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

14. (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.

Disputes

15. 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. 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 14 days after such decision has been made known to the party desirous of appealing.

Exemptions

16. This award 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.

Application of Award

17. 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 that part of the industrial district to which this award relates.

Scope of Award

18. This award shall operate throughout the Northern Industrial District, except that portion thereof which is included in the Gisborne Judicial District.

Term of Award

19. 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 first day of the first pay period of each employer commencing on or after the 18th day of June 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 December 1964.

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 26th day of July 1963.

[L.S.]

A. TYNDALL, Judge.

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 13 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. TYNDALL, Judge.
