

NORTHERN INDUSTRIAL DISTRICT RACECOURSE AND SPORTS
BODIES' EMPLOYEES—AWARD

(Filed in the Office of the Clerk of Awards at Auckland)

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 Theatrical and Places of Amusement Employees Industrial Union of Workers (hereinafter called “the union”) and the undermentioned clubs and associations (hereinafter called “the employers”):

Auckland Aero Club Inc., Ardmore, Papakura.
 Auckland Cricket Association, P.O. Box 1190, Auckland.
 Auckland Football Association, P.O. Box 9346, Newmarket, Auckland.
 Auckland Golf Association, 117 Vincent Street, Auckland 1.
 Auckland Hockey Association (Inc.) P.O. Box 1007, Auckland.
 Auckland Lawn Tennis Association, Corner Domain Drive and Stanley Street, Auckland.
 Auckland Racing Club, P.O. Box 852, Auckland.
 Auckland Rowing Club, P.O. Box 1209, Auckland.
 Auckland Rugby League, P.O. Box 1287, Auckland.
 Auckland Rugby Union, P.O. Box 2640, Auckland.
 Auckland Soft Ball Association, P.O. Box 15 089, New Lynn, Auckland.
 Auckland Speedway, Mr. Harley Arthur, Royal Road, Massey, Auckland.
 Auckland Stock Cars, Mr. Spencer Black, P.O. Box 56 031, Auckland.
 Auckland Trotting Club, P.O. Box 26 021, Epsom, Auckland.
 Avondale Jockey Club, P.O. Box 19 103, Avondale, Auckland.
 Bay of Plenty Racing Club, Wharf Street, Tauranga.
 Cambridge Trotting Club, Lake Road, Cambridge.
 Franklin Racing Club, (Inc.) P.O. Box 47, Pukekohe.
 Hamilton Lawn Tennis Association, Ohaupo Road, Hamilton.
 Hamilton Rugby Union, P.O. Box 1403, Hamilton.
 Matamata Racing Club, P.O. Box 22, Matamata.
 North Auckland Football Union, P.O. Box 584, Whangarei.
 Northern Wairoa Racing Club, P.O. Box 158, Whangarei.
 Paeroa Racing Club, Belmont Road, Paeroa.
 Poverty Bay Racing Club, Gisborne.
 Poverty Bay Rugby Football Union Inc., P.O. Box 520, Gisborne.
 Poverty Bay Turf Club, Peel Street, Gisborne.
 Rigmac Enterprises Ltd, P.O. Box 232, Pukekohe.
 Rotorua Racing Club, P.O. Box 526, Rotorua.
 South Auckland Rugby League, Main Street, Huntly.
 Taumarunui Racing Club, Hakiaha Street, Taumarunui.
 Te Aroha Jockey Club, Rewi Street, Te Aroha.
 Thames Jockey Club, Pollen Street, Thames.
 Thames Trotting Club, Mary Street, Thames.
 Waikato Hunt Club, Cambridge.
 Waikato Racing Club, P.O. Box 351, Hamilton.
 Waipa Racing Club, P.O. Box 181, Te Awamutu.
 Whangarei Racing Club, 24 James Street, Whangarei.

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 on the day of the date hereof and shall continue in force until the 31st day of December 1972 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 17th day of February 1972.

(L.S.)

A. P. BLAIR, Judge.

SCHEDULE

PART I

This Part of this award shall apply to workers employed by racing, trotting, and hunt clubs in connection with race meetings.

HOURS OF WORK

1. The hours of work shall not exceed eight per day without restriction as to clock hours.

WAGES

2. The minimum rates of wages shall be:

	Per Day
	\$
Number-board men	10.00
Ticket sellers	10.00
Money changers	10.00
Cash-turnstile attendants	10.00
Ticket collectors	8.25
Men in charge of admission gates to public enclosures	10.00
Parking attendants	8.80
Rangers on boundaries, doorkeepers, and all other male attendants and gatekeepers other than above	8.25
Cloakroom attendants	8.25
Female employees in female lavatories	7.20
Entrance gate attendant for birdcage proper	10.00

MEAL ALLOWANCE

3. All workers shall be allowed a reasonable time for a meal and shall be provided with a meal, or in lieu thereof a meal allowance of 75 cents.

WET WEATHER

4. All workers required to work in the rain shall be supplied with waterproof clothing or an appropriate shelter, or if either of these is not provided a worker shall be paid \$1.28 per day extra.

PART II

This Part of this award shall apply to workers employed by cycle clubs, cricket clubs, football clubs, tennis clubs, hockey clubs, speedways, rowing clubs, and the like.

WAGES

5. The minimum rate of pay shall be 102 cents per hour: Provided that the minimum payment on any one day shall be three hours' pay.

MEALS

6. Where the engagement exceeds six hours a worker shall not be employed for more than four hours continuously without reasonable time for a meal and he shall either be provided with a meal or be paid 75 cents.

WET WEATHER

7. All workers required to work in the rain shall be supplied with waterproof clothing or an appropriate shelter.

PART III

This Part of this award shall apply to workers employed under Parts I and II.

OVERTIME

8. All work done in excess of eight hours in any one day shall be paid at the rate of double time.

SPECIAL CLOTHING

9. Special clothing required by the employer to be worn by the worker shall be supplied and kept in good repair by the employer.

RELIEF

10. When necessary workers shall be relieved from time to time.

CONDITIONS OF ADMITTANCE

11. The conditions of admittance to any restricted enclosure as required by the club concerned should be displayed in a prominent position.

COMMENCEMENT OF ENGAGEMENT

12. (a) Workers shall be given at least five days prior notice of engagement.
(b) In the event of postponement each worker directed by the employer to report for work and who does report on time, shall be paid not less than 120 cents.

ANNUAL HOLIDAY

13. (a) The provisions of the Annual Holidays Act 1944 shall apply to all workers covered by this award.

(b) Holiday pay shall be paid to workers with wages immediately after the completion of engagement.

DEDUCTION OF UNION FEES

14. It shall be a condition of employment under this award that the employer shall deduct all union fees, and remit them to the union. The names and addresses of all employees shall, on request, but not more often than each 12 months, be supplied to the union.

MATTERS NOT PROVIDED FOR

15. The essence of this award being that on no account whatsoever shall the work be impeded, any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the secretary or president of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the Conciliation Commissioner or other person mutually agreed upon, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner or such other person, may appeal to the Court upon giving written notice of such appeal to the other party within seven days after such decision shall have been communicated to the party desiring to appeal.

COPY OF AWARD

16. The employer shall have a copy of the award exhibited in a conspicuous place where it can be seen by the members of the staff.

RIGHT OF ENTRY

17. The secretary or other authorised representative of the union shall have the right to enter upon the premises of the employer for the purpose of interviewing the workers, but not so as to interfere with the carrying on of the employer's business.

UNQUALIFIED PREFERENCE

18. (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 24 hours 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

19. (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 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.

STABILISATION OF REMUNERATION ACT 1971

20. The Cost of Living Order made under the Stabilisation of Remuneration Act 1971 and dated the 18th day of January 1972 shall be deemed to have application according to its tenor and in accordance with the provisions of section 16 of the said Act to the rates of remuneration in this award.

APPLICATION OF AWARD

21. (a) 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 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.

(b) This award shall not apply to any member of any amateur club, amateur society, or amateur association, or to any other persons giving services to such amateur body, but if a person receives any valuable consideration for any services to any amateur body, whether by way of cash, free tickets, or otherwise, he shall be bound by all the provisions of the award.

SCOPE OF AWARD

22. This award shall operate throughout the Northern Industrial District.

TERM OF AWARD

23. This award shall come into force on the day of the date hereof and shall continue in force until the 31st day of December 1972.

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 17th day of February 1972.

(L.S.)

A. P. BLAIR, Judge.

MEMORANDUM

The award incorporates the terms of settlement arrived at by the parties in the course of an inquiry held before a Council of Conciliation. The unqualified preference provision (clause 18) has been inserted in accordance with the agreement of all the assessors.

Advice has been received from the Remuneration Authority to the effect that it has consented in terms of section 22 of the Stabilisation of Remuneration Act 1971 to the agreed upon rates of remuneration being incorporated in the award, and has also consented under section 15 to such rates continuing in force for less than 12 months from the date of making of the award.

The terms of settlement for this award were negotiated in Conciliation on 27 October 1971 and if it had been possible for an award to have been made and in force prior to the Cost of Living Order of 18 January 1972, that order would have had application where necessary to the award rates of remuneration in accordance with its tenor and the provisions of section 16 of the Stabilisation of Remuneration Act 1971. Therefore, in order to avoid the possibility of creating an anomaly and the delay associated with requiring the parties to renegotiate their settlement, the Court has included a provision (clause 20) the purpose of which is simply to apply the Cost of Living Order in the same manner as if the award had been made in time to be within the operation of the order. The fact that this provision has been included is not to be taken as an indication that there are necessarily rates of remuneration in the award that require adjustment.

A. P. BLAIR, Judge.