

NEW ZEALAND (EXCEPT NORTHERN INDUSTRIAL DISTRICT)  
RACING, TROTTING, AND HUNT CLUBS' ATTENDANTS – AWARD

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

In the Court of Arbitration of New Zealand, Taranaki, Wellington, Marlborough, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts – In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the New Zealand (except Northern) Theatrical and Places of Amusement and Related Employees Industrial Union of Workers (hereinafter called “the union”) and the undermentioned clubs (hereinafter called “the employers”):

TARANAKI INDUSTRIAL DISTRICT

Egmont Racing Club, P.O. Box 64, Hawera.

WELLINGTON INDUSTRIAL DISTRICT

Hawkes Bay Jockey Club, P.O. Box 1046, Hastings.  
Manawatu Racing Club, P.O. Box 52, Palmerston North.  
Wellington Racing Club, 101-103 The Terrace, Wellington.

MARLBOROUGH INDUSTRIAL DISTRICT

Marlborough Racing Club, Blenheim.

NELSON INDUSTRIAL DISTRICT

Nelson Trotting Club, P.O. Box 114, Nelson.

WESTLAND INDUSTRIAL DISTRICT

Greymouth Trotting Club, P.O. Box 27, Greymouth.

CANTERBURY INDUSTRIAL DISTRICT

New Zealand Metropolitan Trotting Club, P.O. Box 9036, Christchurch.

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT

Dunedin Jockey Club, 91 Crawford Street, Dunedin.  
Forbury Park Trotting Club, Crawford Street, Dunedin.  
Oamaru Racing Club, 101 Thames Street, Oamaru.  
Oamaru Trotting Club, 101 Thames Street, Oamaru.  
Southland Racing Club, P.O. Box 249, Invercargill.  
Waikouaiti Racing Club, 101 Thames Street, Oamaru.

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 31st day of July 1974 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 8th day of August 1973.

(L.S.)

A. P. BLAIR, Judge.

## SCHEDULE

### DEFINITION

1. This award shall apply to racing, trotting, and hunt clubs, except in respect of starters and their assistants, radio announcers, clerks of the course, clerks of the scales, judges, time-keepers and their assistants, and the staff employed within the totalisator.

### HOURS OF WORK

2. The ordinary hours of work shall not exceed eight per day to be worked to suit the exigencies of the club.

### WAGES

3. (a) The minimum rates of wages for workers shall be as follows:

	Per Day
	\$
Ticket-sellers . . . . .	11.66
Turnstile-keepers handling cash . . . . .	11.66
Change-tellers . . . . .	11.66
All other workers . . . . .	9.80

(b) Where a worker is employed for less than four hours, \$1.25 an hour, with a minimum of three hours for any one period of employment.

### HOLIDAY PAY

4. To conform with the requirements of the Annual Holidays Act 1944, and its amendments, each worker shall be paid holiday pay equivalent to one twenty-fifth of his ordinary pay for the time worked by him.

### OVERTIME

5. All time worked in excess of eight hours shall be paid for at double ordinary rates.

### TERMINATION OF EMPLOYMENT

6. The established arrangements for engaging and dismissing workers shall continue.

### UNIFORMS

7. If a worker is required to wear a uniform, it shall be supplied by the employer. A uniform is a special dress or part of a dress other than a worker's ordinary clothing.

### MEALS

8. Employers shall pay a meal allowance of \$1.

### COMMENCEMENT OF ENGAGEMENT

9. Where a postponement occurs and where reasonable notification of such postponement has not been given, a worker reporting for work at the racecourse shall be paid not less than \$1.54.

### TRANSPORT

10. Where a worker is required to travel more than five miles to the place of employment, the employer shall pay for transport.

### DISPUTES

11. (a) The procedure set out in the succeeding provisions of this clause shall apply only to a dispute between the parties bound by this award, or any of them, concerning:

- (i) The interpretation of this award; or
- (ii) Any matter (not being a personal grievance within the meaning of section 179 of the Industrial Conciliation and Arbitration Act 1954) related to matters dealt with in this award and not specifically and clearly disposed of by the terms of this award.

(b) Either the workers' union or the employer or employers who are parties to any such dispute may invoke the procedure.

(c) The union and the employer or employers who are parties to any such dispute shall refer the dispute to a committee consisting of an equal number of representatives appointed respectively by the union and the employer or employers concerned together with a chairman who shall be:

- (i) Mutually agreed upon by the parties; or
- (ii) If there is no such agreement, either a Conciliation Commissioner or a person appointed by him.

(d) A decision reached by a majority of the committee shall be the decision of the committee; but if the members of the committee (other than the chairman) are equally divided in opinion, the chairman may either:

- (i) Make a decision, which shall then be the decision of the committee; or
- (ii) Refer the dispute forthwith to the Court of Arbitration for settlement.

(e) Subject to the right of appeal conferred by subclause (f) of this clause, the decision of the committee shall be binding on the parties to the dispute.

(f) Any party may appeal to the Court of Arbitration against a decision of the committee, or any part of that decision. The appellant shall:

- (i) Within 14 days after the date on which the decision of the committee has been made known to him, give to the other party written notice of his intention to appeal; and
- (ii) Within seven days after the date on which that notice has been given, lodge with the appropriate Clerk of Awards a written notice of appeal; and
- (iii) Specify in each such notice the decision or the part of the decision to which the appeal relates.

(g) The essence of this award being that, pending the settlement of the dispute, the work of the employer shall not on any account be impeded but shall at all times proceed as if no dispute has arisen, it is hereby provided that:

- (i) No worker employed by any employer who is a party to the dispute shall discontinue work, either totally or partially, because of the dispute;
- (ii) While the provisions of this clause are being observed, no such employer shall, by reason of the dispute, dismiss any worker directly involved in the dispute.

(NOTE — This clause has been inserted in accordance with the requirements of section 177 of the Industrial Conciliation and Arbitration Act 1954, as enacted by section 3 of the Industrial Conciliation and Arbitration Amendment Act 1970.)

### INTERVIEWING WORKERS

12. The secretary or other authorised representative of the union, by arrangement with the employer, shall have the right to interview workers.

### 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.)

### UNION DUES

14. It shall be a condition of employment under this award that the worker shall pay such union dues as fixed by the union for each day of his employment. To ensure compliance with this condition the employer shall deduct such dues from the wages of the worker and remit same to the appropriate union.

### UNDER-RATE WORKERS

15. (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.

#### EXEMPTIONS

16. (a) Nothing in this award shall apply to workers who are covered by any racecourse employees award.

(b) Nothing in this award shall apply to point-to-point hunt club meetings, or to non-totalisator meetings.

(c) Nothing in this award shall apply to any trotting, racing, or hunt club which races on only one day each year: Provided that if any such trotting, racing or hunt club races off its own course it shall be covered by those conditions in this award applicable to the course to which it transfers.

#### 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 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 districts to which this award relates.

#### SCOPE OF AWARD

18. This award shall operate throughout the Taranaki, Wellington, Marlborough, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts.

#### 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 1st day of August 1973, 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 31st day of July 1974.

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 8th day of August 1973.

(L.S.)

A. P. BLAIR, 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. The unqualified preference provision (clause 13) has been inserted in accordance with the agreement of all the assessors.

A. P. BLAIR, Judge.