

**W. F. JAMES, LTD., DUNEDIN, OFFICE AND TOTALIZATOR  
EMPLOYEES.—INDUSTRIAL AGREEMENT.**

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 2nd day of February, 1938, between the Otago Clerical Workers' Industrial Union of Workers, of the one part, and W. F. James, Ltd., Totalizator-proprietors, Moray Place, Dunedin (hereinafter referred to as "the employer"), 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 below 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.

3. *Classification of Employees.*—This agreement shall apply to employees of W. F. James, Limited, who shall be classified as follows:—

- (a) Regular office staff.
- (b) Permanent ticket-seller.

4. *General Scale of Wages*—

	Per Week.		
	£	s.	d.
Regular office staff .. .. .	6	15	0
Permanent ticket-seller .. .. .	5	10	0

5. *Payment*.—Payment of wages to be made weekly.

6. *Hours of Employment*.—The working-hours of the regular office staff shall be as follows:—

- (a) When employed in Dunedin, the number of weekly working-hours shall be assessed as 37½.
- (b) When employed at race meetings outside Dunedin, the regular office staff may be worked between the hours of 9 a.m. and 8 p.m., including travelling-time.
- (c) No employee shall be allowed to work more than eleven hours daily.
- (d) No employee must be worked more than five hours without a meal interval.

7. *Employment*.—The employment shall be deemed to be a monthly one, all stand-down periods to be paid for at full weekly rates—viz., £6 15s. in the case of regular office staff, and £5 10s. elsewhere.

8. *Travelling-expenses*.—Travelling-expenses of any description, including meals incurred by totalizator employees, to be paid for by the employer.

9. *Holidays*.—Every member of the regular office staff after twelve months' service shall be entitled to an annual holiday on full pay for a continuous period of fourteen days in the slack season: Provided that an employee leaving his employment, or being dismissed at any time after two months' service, shall be entitled to a holiday proportionate to the time he has served.

10. *Workers to be Members of Union*.—

- (a) In pursuance of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, all workers employed in any position subject to this agreement are required to be members of the union.
- (b) 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 or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this agreement.

11. *Interpretation Clause: Disputes*.—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 had 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 in this agreement, 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. 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.

12. *Term of Agreement.*—The term of this agreement shall be for a period of one year, being from 2nd February, 1938, to 2nd February, 1939.

In witness whereof the parties hereto have set their hands or seals the day and year first above written.

The Otago Clerical Workers' Industrial Union of Workers—

W. CLARKE, President,

Witness—R. F. Purvis.

R. HERBERT, Secretary,

Capitol Buildings, Princes Street, Dunedin.

Witness—R. F. Purvis.

W. F. James, Ltd., Totalizator-proprietors, Moray Place,  
Dunedin, C. 1.

(Signed) WM. F. JAMES.

Witness—E. W. Wilhelmsen.