

AUCKLAND TOTALISATOR EMPLOYEES—AGREEMENT UNDER THE LABOUR DISPUTES INVESTIGATION ACT 1913

THIS industrial agreement made in pursuance of the Labour Disputes Investigation Act 1913, this 19th day of August 1958, between the Auckland Totalisator Employees' Association (hereinafter called "the association") of the one part, and Henry Arthur Payne, totalisator manager, carrying on business in Auckland and elsewhere under the name of Bell Punch (N.Z.) Ltd., and John Harold Waters, manager, carrying on business in Auckland and elsewhere under the name of Automatic Totalisators Ltd. (hereinafter called "the employers") of the other part, whereby it is mutually agreed by and between the parties hereto as follows:

1. That the terms conditions stipulations and provisions contained and set out in the Schedules hereto shall be binding upon the said parties and they shall be deemed to be and are hereby declared to form part of this agreement.

2. That 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.

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Wages

1. The minimum scale of wages payable shall be—

<i>Schedule 1—</i>	Per Diem		
	£	s.	d.
Runner	2	8	8
Indicator operator	2	12	2
Indicator operator and ticket checker	3	3	4
Recorder	3	14	11
Group recorder	4	19	7
Checker	3	3	4
Head checker	3	11	4
House accountant	4	10	10
Veeder reader	3	11	4
Assistant Veeder reader	3	4	10
Progress dividend calculator	3	14	11
Final dividend calculator	5	16	2
Dividend book	6	3	10
<i>Schedule 2—</i>			
Change window	2	9	6
W. and P. seller	2	9	6
W. and P. seller and checker	2	18	4
Doubles seller	2	9	6
Doubles seller and exchanger	2	18	3
Doubles seller and payer	3	9	11
Payers all places	3	12	10
Payers all places two values £5 and £1	4	2	10
Payers late dividends	4	5	10
Payers all dividends all races	4	14	7
Payers foreign dividends	5	5	10
Cashiers	5	11	2

All employees classified in Schedule 2 shall be paid a cash handling risk allowance of 5s. per day.

Where payers are required to pay doubles in addition to win and place dividends, they shall be paid the sum of 2s. 6d. extra for each and every double race so paid.

Travelling and Meal Allowance

2. (a) In the case of a worker residing in Auckland and required to work at Avondale or Epsom and a worker residing in Hamilton required to work at Te Rapa, Claudelands or Cambridge such worker shall be paid an allowance of 4s. per day.

(b) A worker required to work at race or trotting courses other than those mentioned in subclause (a) hereof, shall be paid 6s. per day.

Attendance Money - Cancelled Meetings

3. (1) (a) Where meetings scheduled to be held at Epsom, Avondale, Pukekohe, Te Rapa, Claudelands, Matamata, Te Aroha, Cambridge and Te Awamutu racecourses are cancelled, such cancellations shall be notified by radio broadcast not less than two hours before the advertised starting time of the first race at such cancelled meeting and in default of such notification, the employers shall pay all employees who report to their allocated places of employment at such cancelled meeting, the sum of 7s. 6d. as attendance money for that day.

(b) Where meetings, other than those mentioned above in clause 1 (a), scheduled to be held as one day country fixtures are cancelled, such cancellations shall be notified by radio broadcast not less than three hours before the advertised starting time of the first race at such cancelled meeting and in default of such notification the employers shall pay all employees who report to their allocated places of employment at such cancelled meeting the sum of 12s. 6d. as attendance money for that day.

Provided however, that where local residents are employed by the employers for meetings coming within this subclause notice of cancellation by radio broadcast given not less than two hours before the advertised starting time of the first race at such cancelled meeting shall be sufficient notification to avoid payment of attendance money to such local residents, but in default of such notification, the employers shall pay all employees who report to their allocated places of employment at such cancelled meeting the sum of 7s. 6d. as attendance money for that day.

(c) Where the first day of a scheduled two consecutive days country meeting is cancelled, all employees who have arrived at the place where the meeting was to be held shall be paid the sum of £1 as attendance money for that day.

(d) Where the second day of a scheduled two consecutive days country meeting is cancelled the employers shall pay the sum of £1 as attendance money for such second day to all employees whom the employers are unable to return to their points of departure on the evening of the first day of such cancelled meeting.

Provided that where local residents are employed for meetings coming within the last two sub-clauses notification of such cancellations by radio broadcast not less than two hours before the advertised starting time of the first race at such cancelled meeting shall be sufficient notice to avoid payment of attendance money to such local residents. But in default of such notification, the employers shall pay all employees who report to their allocated places of employment at such cancelled meeting the sum of 7s. 6d. as attendance money for that day.

(2) Nothing in this agreement shall operate to affect payment of the wages set out in this agreement on any day when the totalisator has opened at any meeting for which any worker has been engaged.

General

4. (a) Reasonable facilities shall be afforded the association to enable it to disseminate information to the employee membership on matters of association business.

(b) When owing to delays an employee is unable to use the normal transport to his home, the employer shall provide or bear the cost of alternative transport.

(c) A first aid outfit shall be provided and maintained in good order.

Disputes

5. The essence of this agreement being that the work and business of the employers should always proceed as if no dispute had arisen it is therefore agreed that in case any dispute or difference should arise between the parties as to any matter arising out of or connected with this agreement and not specifically provided for the same shall be referred to a committee consisting of one representative of the employers and one representative of the employees for settlement and in the event of their failing to reach an agreement on any such matter the same shall be determined by the Conciliation Commissioner for the district of Auckland and whilst such dispute is under consideration work shall continue pending the finding of the committee or the Conciliation Commissioner on such dispute.

Term of Agreement

6. This agreement shall come into force on the 1st day of October 1958, and shall continue in force until the 30th day of September 1961.

MEMORANDUM

The rates of remuneration agreed upon herein include the effect of the general order of the Court of Arbitration dated 26 October 1956.

In witness whereof the parties hereto have executed these presents on the day and year first above written.

Signed for and on behalf of
Bell Punch (N.Z.) Ltd.—

H. A. PAYNE.

Signed for and on behalf of
Automatic Totalisators Ltd.—

J. H. WATERS.

Signed for and on behalf of the
Auckland Totalisator Employees' Association Incorporated—

N. J. MCGEHAN.
R. H. GREEN.

Witness to above signatures—C. L. Hunter.

(NOTE—This agreement, made under the Labour Disputes Investigation Act 1913, was filed with the Clerk of Awards at Auckland, pursuant to section 8 (1) of the said Act, on the 9th day of September 1958.)