# 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 1st day of February 1965, 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.

Wnops

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1. The minimum scale of wages payable shall be:				Per Diem
Schedule 1:				£ s. d.
Runner				2 16 2
Indicator operator				3 0 3
Indicator operator and ticket	checker			3 13 2
Checker				3 13 2
Head checker				4 2 5
House accountant				5 4 10
Veeder reader				4 2 5
Assistant veeder reader				3 14 11
Progress dividend calculator	•••••		•••••	4 6 6
Final dividend calculator		•••••		6 14 4
Dividend book				7 10 0
Schedule 2:				
W. and P. seller				2 17 3
Doubles seller		**.***		2 17 3
Doubles seller and exchanger				3 7 2
Doubles seller and payer				4 0 9
Payers all places				4 3 9
Payers late dividends				4 19 0
Payers all dividends all races				594 685
Cashiers			*****	6 8 5

All employees classified in Schedule 2 shall be paid a cash handling risk allowance of 6s. 3d. per day.

Where payers current races are required to pay doubles in addition to win and place dividends they shall be paid the sum of 3s. extra for each and every double race so paid.

All payers paying more than one value shall be paid an additional 12s. 6d. per day.

Where there is a sole cashier in any auxiliary totalisator he shall be paid an additional 10s. per day.

Where payers are required to receive monies direct from sellers they shall be paid an additional 10s. per day. At any meeting where the totalisator is operated on nine (9) races, the rates of pay shall be the rates set out in clause 1 of this agreement increased by an amount of 5 per cent in the case of meetings held in the daytime and by an amount of  $7\frac{1}{2}$  per cent in the case of night meetings.

#### 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 5s. 6d. per day.

(b) A worker required to work at race or trotting courses other than those mentioned in sub-clause (a) hereof, shall be paid 7s. 9d. 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 broadcasts 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 9s. 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 15s. 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 9s. 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  $\pounds 1$  4s. 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  $\pounds 1$  4s. 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 9s. 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 any 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 2nd day of February 1965, and shall continue in force until the 31st day of August 1967.

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 Employers' Association Incorporated.:

> P. HANNA. R. H. GREEN.

Witness to above signatures—S. L. Carr.

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 5th day of February 1965.]