

conflict of evidence as to why this was done. The workers say they objected because they were affected by fumes while travelling in the truck and complained about it. The employer said it was taken off because the few workers who were travelling in it preferred to provide their own transport in respect of which the employer made them a payment. However, the essential point is not why it was taken off but that it was taken off. During the period when the truck was operating the employer started a camp on the site in which workers could stay if they wished. All of the workers in respect of whom the claims are made did stay in the camp, and they were charged the sum of \$4 per week each. If they were on country work the charge was not justified, and there was a breach of the award.

While the job may have been suburban work in relation to workers who by arrangement with the employer travelled to and fro by their own transport and were compensated for the use of that transport by the employer, the Court is of the opinion that it was country work in relation to the workers in respect of which the claims are made (other than Thomas). In reaching this opinion the Court takes into account the considerable amount of overtime which was worked, the desire of the employers to have workers available on the job to do that work when it was required, the unavailability of suitable public transport, and the failure of the employer to provide necessary transport. The employer says that transport would have been provided if it had been asked for. But the workers concerned all deny that it was offered to them, and Mr Graham the project manager very fairly stated that he could not say that it was offered to all employees.

In addition to the breaches which are alleged in relation to the provision of board and lodging, further breaches are alleged in respect of the failure of the employer to provide the workers employed under the builders' labourers award with return fares in each alternate week. No such fares were provided, the workers making their own arrangements to get home.

The Court is therefore of opinion that the breaches of the builders' labourers award which are alleged have been established in relation to the workers Galvin, Myers, King and Bidois, and that the breaches of the drivers award which are alleged have been established in respect of the two workers named in the statement of claim—Harrison and Wilson.

A claim of \$20 is made in respect of each breach. The Court is of the opinion that the breaches were inadvertent and that a heavy penalty is not required. Judgment is given for \$1 in respect of each breach, that is for the sum of \$2 in respect of the claims under the drivers award and \$8 in respect of the claims under the builders' labourers award.

Dated this 10th day of December 1968.

J. B. THOMSON, Judge.

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

THIS industrial agreement made in pursuance of the Labour Disputes Investigation Act 1913, this 19th day of November 1968 between the Auckland Totalisator Employees' Association (hereinafter called "the association") of the one part, and John Harold Waters, manager, carrying on business in Auckland and elsewhere under the names of Automatic Totalisators Ltd. and New Zealand 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 Schedule 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.

Wages

1. The minimum scale of wages payable shall be:

	\$ Per Diem
<i>Schedule 1—</i>	
Runner	6.28
Indicator and Checker	8.19
Checker	8.19
Head Checker	10.77
House Accountant and Veeder Reader	11.75
Assistant and Veeder Reader	9.24
Broadsheet	9.24
Dividend Calculator	15.05
Dividend Book	16.80
Infield Indicator Win and Place	10.10
Infield Indicator Win or Place	8.42
Machine Attendant	13.21
<i>Schedule 2—</i>	
W. and P. Seller	6.40
Doubles Seller	6.40
Doubles Seller and Exchange	7.54
Doubles Seller and Exchange and Pay	9.05
Payers Current Races	9.38
Payers Late Dividends	11.11
Payers All Dividends All Races	12.23
Cashiers	14.40

All employees classified in Schedule 2 shall be paid a cash handling risk allowance of 70 cents 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 34 cents extra for each and every double race so paid.

All payers paying more than one value shall be paid an additional \$1.40 per day.

Where there is a Sale Cashier in any auxiliary totalisator he shall be paid an additional \$1.11 per day.

Where payers are required to receive monies direct from sellers they shall be paid an additional \$1.11 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 percent in the case of meetings held in the daytime and by an amount of 7½ percent in the case of night meetings, this does not apply to doubles staff.

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 62 cents per day.

(b) A worker required to work at race or trotting courses other than those mentioned in subclause (a) hereof, shall be paid 87 cents 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 race-courses are cancelled such cancellations shall be notified by radio broadcast not less than 2 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 meetings, the sum of 90 cents as attendance money for that day.

(b) Where meetings, other than those mentioned above in clause (1) (a), scheduled to be held as 1 day country fixtures are cancelled, such cancellations shall be notified by radio broadcast not less than 3 hours before the advertised starting time of the first race at such cancelled meetings 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 \$1.50, 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 2 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 90 cents as attendance money for that day.

(c) Where the first day of a scheduled 2 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 \$1.40 as attendance money for that day.

(d) Where the second day of a scheduled 2 consecutive days country meeting is cancelled the employers shall pay the sum of \$1.40* 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 subclauses notification of such cancellations by radio broadcast not less than 2 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 90 cents as attendance money for that day.

*As attendance money for such second day.

(2) Nothing in this agreement shall operate to effect 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 1st day of December 1968 and shall continue in force until the 31st day of July 1970.

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

Signed for and on behalf of Automatic Totalisators Ltd. and New Zealand Totalisators Ltd.:

J. H. WATERS.

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

P. HANNA.
R. H. GREEN.

Witness to above signatures—B. Dixon.

[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 19th day of November 1968.]

NEW ZEALAND MEN'S HAIRDRESSING INDUSTRY—AMENDMENT OF APPRENTICESHIP ORDER

In the Court of Arbitration of New Zealand—In the matter of the Apprentices Act 1948; and in the matter of the New Zealand Men's Hairdressing Industry Apprenticeship Order, dated the 4th day of October 1961, and recorded in 61 Book of Awards 1532.

WHEREAS by section 13 (2) of the Apprentices Act 1948, the Court is empowered to amend any apprenticeship order: And whereas application has been made to the Court by the New Zealand Hairdressing Apprenticeship Committee for amendment of the New Zealand Men's Hairdressing Industry Apprenticeship Order, dated the 4th day of October 1961, and recorded in 61 Book of Awards 1532: And whereas the Court has considered the recommendations made to it by the said committee: Now, therefore, the Court, in pursuance and exercise of the powers vested in it by the said Act, doth hereby order as follows:

1. That the said apprenticeship order shall be amended by deleting paragraph (ii) of subclause (a) of clause 9 (Proportion) and substituting therefor the following paragraph:

“(ii) Notwithstanding the foregoing provisions the New Zealand Committee on the recommendation of a local committee may fix the proportion of apprentices to journeymen that may be employed by any employer.”

2. That this order shall operate and take effect as from the day of the date hereof.

Dated this 6th day of December 1968.

[L.S.]

J. B. THOMSON, Judge.