

**AUTOMATIC TOTALISATORS LTD. AND NEW ZEALAND
TOTALISATORS LTD. EMPLOYEES – AGREEMENT UNDER THE
LABOUR DISPUTES INVESTIGATION ACT 1913**

This agreement made in pursuance of the Labour Disputes Investigation Act 1913, dated 23 July 1973, between the Northern Totalisator and Allied Employees Association Inc. (hereinafter called "the association") of the one part, and Mervyn Lester Smith, 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. (a) The minimum scale of wages payable for an 8-race programme shall be:

AUTOMATIC TOTALISATORS LIMITED

RACECOURSE WAGES AS FROM 1 AUGUST 1973

	Base \$	8 Race Day Hol. Pay \$	Per Diem Total \$
Schedule 1:			
Runner	8.74	0.35	9.09
Indicator Checker	11.38	0.46	11.84
Checker	11.38	0.46	11.84
Head Checker	14.99	0.60	15.59
Broadsheet	16.07	0.64	16.71
Assist Veeder	12.87	0.51	13.38
Head Veeder	16.35	0.66	17.00
House Accountant	20.77	0.83	21.60
Dividend Calculator	22.76	0.91	23.66
Dividend Book	25.71	1.03	26.74
Supervisor	26.73	0.96	24.68
Head Supervisor	28.69	1.15	29.84
Machine Attendant	18.40	0.74	19.14
Infield Indicator	14.05	0.56	14.61
Infield Indicator (2)	11.72	0.47	12.19
Schedule 2:			
Win/Place Seller	9.40	0.33	9.78
Doubles Seller	9.40	0.38	9.79
Doubles Sell/Exchange	10.50	0.42	10.92
Quinella Seller	10.50	0.42	10.92
Doubles Seller/Payer	12.59	0.50	13.09
Payer Current	13.06	0.52	13.58
Payer – Late	15.47	0.62	16.09
Payer – All	17.02	0.68	17.70

	Base \$	8 Race Day Hol. Pay \$	Per Diem Total \$
Cashier	20.77	0.63	21.00
Banker (A.J.C./A.T.C.)	22.26	0.89	23.15
Head Banker	24.72	0.99	26.71

(b) The minimum scale of wages payable for a 9-race programme shall be:

AUTOMATIC TOTALISATORS LIMITED

RACECOURSE WAGES AS FROM 1 AUGUST 1973

	Base \$	9 Race Day Hol. Pay \$	Per Diem Total \$
Schedule 1:			
Runner	9.18	0.37	9.55
Indicator Checker	11.95	0.48	12.43
Checker	11.95	0.48	12.43
Head Checker	15.74	0.63	16.37
Broadsheet	16.87	0.57	17.54
Assist Veeder	13.51	0.64	14.06
Head Veeder	17.17	0.69	17.35
House Accountant	21.81	0.87	22.63
Dividend Calculator	23.88	0.96	24.81
Dividend Book	27.00	1.01	28.08
Supervisor	24.92	1.00	25.92
Head Supervisor	30.12	1.20	31.32
Machine Attendant	19.32	0.77	20.09
Infield Indicator	14.75	0.69	15.84
Infield Indicator (2)	12.81	0.49	12.80
Schedule 2:			
Win/Place Seller	9.87	0.39	10.26
Doubles Seller	9.87	0.39	10.26
Doubles Sell/Exchange	11.02	0.44	11.46
Quinella Seller	11.02	0.44	11.46
Doubles Seller/Payer	13.22	0.53	13.75
Payer – Current	13.71	0.65	14.26
Payer – Late	16.24	0.65	16.89
Payer – All	17.87	0.71	18.58
Cashier	21.81	0.87	22.68
Banker (A.J.C./A.T.C.)	23.37	0.93	24.00
Head Banker	26.96	1.01	27.00

(c) All employees in Schedule 2 shall be paid a cash handling risk allowance of 86 cents per day.

Where payers are required to pay doubles and quinellas in addition to win and place dividends, they shall be paid the sum of 45 cents extra for each and every doubles race so paid and 26 cents for each and every quinella race so paid.

All payers paying more than one value shall be paid an additional \$1.94 per day.

Where there is a Sole Cashier in any auxiliary totalisator he shall be paid an additional \$1.57 per day.

Where payers are required to receive monies direct from sellers they shall be paid an additional \$1.57 per day.

For night meetings, the rates of pay as set out in clauses 1 (a) and 1 (b) shall be increased by 2½ percent.

For doubles selling staff only, the 9-race rates of pay will apply only when the second leg of a double is run on the 9th race.

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 a worker shall be paid an allowance of 75 cents per day.

(b) A worker required to work at race or trotting courses other than those mentioned in subclause (a) hereof and not being a local resident, shall, because of the span of time away from home, be paid two meal allowances, one of 75 cents and one of \$1.46 per day. A local resident shall be paid one meal allowance only of 75 cents per day.

ATTENDANCE MONEY – CANCELLED MEETINGS

3. (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 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 \$1.00 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 \$1.65, 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 meetings the sum of \$1.00 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 as attendance money for that day a sum equal to 50 percent of their appropriate scale rate in Schedule 1 or 2 of clause 1 of this agreement.

(d) Where the second day of a scheduled 2 consecutive days country meeting is cancelled the employers shall pay the sum of \$1.54* 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 \$1.00 as attendance money for that day.

(e) 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.

(* As attendance money for that day.)

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 in every totalisator building or unit where more than 5 employees are working.

(d) Tea is to be provided by the employer.

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.

PROTECTION AND SECURITY

6. The employers shall be responsible for the safety and protection of the employees and wherever possible no employee handling cash shall be left on his or her own at any time during a race or trotting meeting. Any employee transporting cash from one totalisator house or unit to another shall, wherever possible, be provided with a male escort. A standard procedure shall be adopted at each course according to the circumstances.

TERM OF AGREEMENT

7. This agreement shall come into force on 1 August 1973 and shall continue in force until 31 July 1975. In the event of this agreement not being renewed by the expiry date, it shall remain in full force and effect until a new agreement has been made subject to termination by either party upon giving thirty days' written notice.

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.:

M. L. Smith.

Signed for and on behalf of the Northern Totalisator and Allied Employees Association Inc.:

A. J. K. Menzies.

Witness to above signatures – R. A. Swarbrick.

(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 September 1973.)