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## **Auckland Racing Club Totalisator Employees—Voluntary Agreement**

Dated 14/11/77

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NOTE: See clause 7 herein for the date on which rates of wages come into force

**AUCKLAND RACING CLUB TOTALISATOR EMPLOYEES –  
VOLUNTARY AGREEMENT**

Under the Industrial Relations Act 1973

**SUBMISSION OF VOLUNTARY AGREEMENT FOR FILING**

In the matter of the Industrial Relations Act 1973, and in the matter of the Northern District Totalisator and Allied Employees dispute of interest between the Northern Totalisator and Allied Employees Association Incorporated and the Auckland Racing Club (Inc).

To the Registrar of the Industrial Commission:

We hereby submit to you a signed copy of the terms of voluntary settlement of the above-mentioned dispute of interest arrived at by the parties pursuant to section 141 of the Industrial Relations Act 1973, for filing with the Registrar of the Commission.

Dated at Auckland this 29th day of September 1977.

For Auckland Racing Club (Inc):

W. N. Mackie, Secretary.

For Northern Totalisator and Allied Employees Association Incorporated:

A. J. Menzies, Committeeman.

**AUCKLAND RACING CLUB TOTALISATOR EMPLOYEES –  
AGREEMENT UNDER THE INDUSTRIAL RELATIONS ACT 1973**

This voluntary agreement made in pursuant of the Industrial Relations Act 1973 this 29th day of September 1977, between the Northern and Allied Totalisator Employees Association Inc. (hereinafter called "the association") of the one part, and the Auckland Racing Club (Inc.) (hereinafter called "the employer") 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.

**WAGES**

1. The minimum scale of wages payable shall be:

	Rate per diem	Hol. Pay per diem	Gross per diem
Schedule 1 –	\$	\$	\$
Runner . . . . .	14.49	.87	15.36
Ticket Counter . . . . .	15.96	.96	16.92
Checker . . . . .	18.60	1.12	19.72
Veeder Reader . . . . .	18.60	1.12	19.72
Dividend Calculator . . . . .	31.72	1.91	33.63
Dividend Book . . . . .	34.80	2.09	36.89
Machine Attendant . . . . .	28.35	1.71	30.06
Special Machine Attendant . . . . .	41.14	2.47	43.61

	Rate per diem \$	Hol. Pay per diem \$	Gross per diem \$
Schedule 2 –			
W and P Seller. . . . .	16.92	1.02	17.94
Doubles Sell and Exchange . . . .	18.86	1.13	19.99
Quinella Sell. . . . .	18.86	1.13	19.99
Payer current races . . . . .	26.26	1.58	27.84
Payers Late Dividends . . . . .	29.61	1.78	31.39
Payers all Dividends . . . . .	31.84	1.92	33.76
Cashiers. . . . .	30.31	1.82	32.13
Pay Sell Terminal Operators . . . .	22.78	1.37	24.15

All employees classified in Schedule 2 shall be paid a cash risk allowance of 86 cents per day.

#### MEAL ALLOWANCE

2. All workers shall be paid an allowance of \$1.50 per day.

#### ATTENDANCE MONEY – CANCELLED MEETINGS

3. (a) When a meeting scheduled to be held at Ellerslie is cancelled, such cancellation 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 employer shall pay all employees who report to their allocated places of employment at such cancelled meeting, the sum of \$5.00 as attendance money for the day.

(b) 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 in every totalisator building or unit where more than five employees are working.

#### DISPUTES

5. The essence of this agreement being that the work and business of the employer should always proceed as if no dispute had arisen, it is therefore agreed that in case of 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 dealt with in accordance with Clause 116 of the Industrial Relations Act as follows:

“116 Clause to be inserted in awards and collective agreements – The following is the clause referred to in subsection (1) of section 115 of this Act:

“(1) The procedure set out in the succeeding provision of this clause shall apply to a dispute of rights between the parties bound by this instrument, or any of them, including a dispute on –

“(a) The interpretation of this instrument; or

“(b) Any matter (not being a personal grievance within the meaning of section 117 of the Industrial Relations Act 1973) related to matters within this instrument and not specifically and clearly disposed of by the terms of this instrument.

“(2) Either the workers’ union or the employer or employers who are parties to any such dispute may invoke the procedure.

"(3) The union and the employer or employers who are parties to any such dispute shall refer the dispute to a committee consisting of an equal number of representatives appointed respectively by the union and the employer or employers concerned, together with a chairman who shall be—

"(a) Mutually agreed upon by the parties; or

"(b) If there is no such agreement, either a conciliator or a person appointed by him.

"(4) A decision reached by a majority of the committee shall be the decision of the committee; but if the members of the committee (other than the chairman) are equally divided in opinion, the chairman may either —

"(a) Make a decision, which shall then be the decision of the committee; or

"(b) Refer the dispute forthwith to the Industrial Court for settlement.

"(5) Subject to the right of appeal conferred by subclause (6) of this clause, the decision of the committee shall be binding on the parties to the dispute.

"(6) Any party may appeal to the Industrial Court against a decision of the committee, or any part of that decision. The appellant shall —

"(a) Within 14 days after the the date on which the decision of the committee has been made known to him, give to every other party written notice of his intention to appeal; and

"(b) Within 7 days after the date on which that notice has been given, lodge with the Registrar of the Industrial Court a written notice of appeal; and

"(c) Specify in each such notice the decision or the part of the decision to which the appeal relates.

"(7) The essence of this clause being that, pending the settlement of the dispute, the work of the employer shall not on any account be impeded but shall at all times proceed as if no dispute had arisen, it is hereby provided that —

"(a) No worker employed by any employer who is a party to the dispute shall discontinue or impede normal work, either totally or partially, because of the dispute.

"(b) While the provisions of this clause are being observed, no such employer shall, by reason of the dispute, dismiss any worker directly involved in the 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 racemeeting. A standard procedure shall be adopted.

### TERM OF AGREEMENT

7. This agreement shall come into force on 10 October 1977 and shall continue in force until 9 October 1978. 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 the Auckland Racing Club (Inc):

W. N. Mackie, Secretary.

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

A. J. Menzies.

Witness to above signatures:

R. Hawthorn.

## MEMORANDUM

This voluntary agreement has been filed by the Registrar in accordance with Section 141 of the Industrial Relations Act 1973.

The rates of remuneration prescribed in this voluntary agreement incorporate and absorb the effect of:

- (a) Cost of Living Allowance from 25 June 1976 under Regulation 3 or Part 1 of the Wage Adjustment Regulations 1974 (Reprint 1976/198); and
  - (b) Order of Wage Hearing Tribunal from 14 March 1977; and
- the rates of remuneration in this voluntary agreement are NOT to be increased further on account of these orders.

Dated at Wellington, this 14th day of November 1977.

(L.S.)

B. P. Gray, Registrar.