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Auckland Racing Club Totalisator Employees' — Voluntary Agreement

Dated 2/11/79

NOTE: See Clause 9 herein for the date on which rates of wages come into force.

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

This voluntary agreement made in pursuance of the Industrial Relations Act 1973 this 11th day of October 1979, 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:

| Schedule | Rate | Hol. Pay | Gross |
|-----------------------------------|-------|----------|-------|
| Schedule 1 — | | | |
| Runner | 18.28 | 1.10 | 19.38 |
| Ticket Counter | 20.13 | 1.21 | 21.34 |
| Checker | 23.47 | 1.41 | 24.88 |
| Veeder Reader | 23.47 | 1.41 | 24.88 |
| Dividend Calculator | 39.91 | 2.39 | 42.30 |
| Dividend Book | 43.91 | 2.63 | 46.54 |
| Machine Attendant | 35.77 | 2.15 | 37.92 |
| Special Machine Attendant | 51.91 | 3.11 | 55.02 |
| Schedule 2 — | | | |
| W. and P. Seller | 21.34 | 1.28 | 22.62 |
| Doubles Sell and Exchange | 23.79 | 1.43 | 25.22 |
| Quinella Sell | 23.79 | 1.43 | 25.22 |
| Payers Current Races | 33.13 | 1.99 | 35.12 |
| Payers Late Dividends | 37.36 | 2.24 | 39.60 |
| Payers All Dividends | 40.17 | 2.41 | 42.58 |
| Cashiers | 38.25 | 2.30 | 40.55 |
| Pay-Sell Terminal Operators | 28.74 | 1.72 | 30.46 |

The employers undertake that a raceday programme shall be scheduled within a time span of six hours between the advertised starting times of the first and last races.

MEAL ALLOWANCE

2. All workers shall be paid an allowance of \$1.89 per day.

ATTENDANCE MONEY — CANCELLED MEETINGS

3. (a) When a meeting scheduled to be held at Ellerslie is cancelled, cancellation 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 employer shall pay all employees who report to their allocated places of employment at such cancelled meeting, the sum of \$5.90 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 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.

(d) Changes in race programmes, types of betting and technological changes — where any changes to the regular pattern of race meetings are made such as increases in the number of races to be run, new types of technological changes in totalisator machinery, the company and the Club undertake to discuss the changes with the association.

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 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 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 dealt with in 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 an industrial mediator.

“(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 Arbitration 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 Arbitration Court against a decision of the committee, or any part of that decision. The appellant shall —

“(a) Within 14 days after 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 Arbitration 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.”

PERSONAL GRIEVANCES

6. (a) For the purposes of this clause, the expression “personal grievance” means any grievance that a worker may have against his employer because of a claim that he has been unjustifiably dismissed, or that other action by the employer (not being an action of a kind applicable generally to workers of the same class employed by the employer) affects his employment to his disadvantage.

(b) The standard procedure for the settlement of any personal grievance shall include the following:

- (i) Any worker who considers that he has grounds for a personal grievance shall have the right to submit his grievance in accordance with this procedure;
- (ii) As soon as practicable after a personal grievance arises, the worker shall submit the grievance to his immediate supervisor, affording him an opportunity to remedy the cause of the grievance, the intent being that it is desirable, if the circumstances permit it, to settle the grievance rapidly and as near as possible to the point of origin;
- (iii) Where any such attempt at settlement has failed, or where the grievance is of such a nature that a direct discussion between the worker and his immediate supervisor would be inappropriate, the worker shall notify the branch secretary or secretary or a duly authorised representative of his union, who, if he considers that there is some substance in the personal grievance, shall forthwith take the matter up with the employer or his representative;
- (iv) If the matter is not disposed of in discussion with the employer or his representative, the grievance shall be reduced to writing in a statement setting out all the facts relied on. The statement shall establish the nature of the worker’s grievance, and of the issues, for all subsequent consideration of the case;
- (v) The written statement shall be referred to a grievance committee consisting of an equal number of representatives (not exceeding three) nominated respectively by the union and the employer, with or without a chairman as the parties may decide;
- (vi) The employer shall have the right to be assisted or represented before the grievance committee by an employers’ organisation;
- (vii) If the matter is not settled by the grievance committee, it shall be referred to the Arbitration Court;
- (viii) The reference to the Court may be made by the employer or his representative, or by the worker’s union or its representative, or by both;
- (ix) The Court, after inquiring fully into the matter and considering all representations made by or on behalf of the parties, may make a

decision or award by way of a final settlement which shall be binding on the parties;

(x) It shall be the duty of every party to the award or agreement to promote the settlement of personal grievances under the procedures hereinbefore provided and to abstain from any action that might impede the effective functioning of the procedures.

(c) For the purpose of ensuring that the work of the employer shall not be impeded but shall at all times proceed as if no dispute relating to the personal grievance had arisen:

(i) 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;

(ii) While the provisions of the procedure for the settlement of the personal grievance are being observed, no such employer shall, by reason of the dispute, dismiss any worker directly involved in the dispute.

(d) Any statements made or information given in the course of any proceedings before a grievance committee or the Court in respect of an alleged unjustifiable dismissal shall be absolutely privileged.

(e) In the case of an alleged unjustifiable dismissal, any final settlement, decision or award made under this clause may, if it includes a finding that the worker was unjustifiably dismissed, provide for any one or more of the following:

(i) The reimbursement to him of a sum equal to the whole or any part of the wages lost by him;

(ii) His reinstatement in his former position or in a position not less advantageous to him;

(iii) The payment to him of compensation by his employer.

(Note: This clause has been inserted in accordance with the requirements of section 117 of the Industrial Relations Act 1973.)

PROTECTION AND SECURITY

7. 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.

EXCLUSION OF THE REMUNERATION (GENERAL INCREASE) 1979 STATUTORY REGULATION 1979/170

8. The rates of remuneration prescribed by this agreement are not to be increased by the application of the General Increase provided for — the Remuneration (General Increase) Regulations dated the 13th day of August 1979 order — Council 1979/170.

TERM OF AGREEMENT

9. This agreement shall come into force on 11 October 1979 and shall continue in force until 10 October 1980. In the event of the 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.

Dated this 11th day of October 1979.

Signed for and on behalf of The Auckland Racing Clubs (Inc.):

W. N. Mackie.

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

P. J. Venturie.

J. W. Reid.

Witness:

MEMORANDUM

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

Dated at Wellington, this 2nd day of November 1979.

(L.S.)

T. M. Brown, Registrar.