

NEW ZEALAND PRIVATE-HOSPITALS DOMESTIC WORKERS—
AWARD

[Filed in the Office of the Clerk of Awards, Wellington]

In the Court of Arbitration of New Zealand, Northern, Taranaki, Wellington, Marlborough, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts. —In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the New Zealand Federated Hotel, Restaurant, and Related Trades' Industrial Association of Workers (hereinafter called "the union") and the undermentioned persons and companies (hereinafter called "the employers") :—

NORTHERN INDUSTRIAL DISTRICT

- Aotea (Miss B. Coupland), 67 Ranfurly Road, Epsom, Auckland.
Bethany (Miss Annebella Baird), (Salvation Army), 33 Dryden Street, Auckland.
Braemar (Misses E. and E. R. Tully), Queen Street, Thames.
Castlemain (Miss Edith Black), 5 Froth Road, Grey Lynn, Auckland.
Chelsea (Miss Ballantyne), Cobden Road, Gisborne.
Lavington (Mrs. Nancy W. Luxford), 26 Domett Avenue, Epsom, Auckland.
Lynton (Miss Mable J. Vinsen), Morrinsville.
Malolo (Miss S. B. Christianson), Commercial Road, Helensville.
Mater Misericordiæ (Sister Gonzaga Leahy), Mountain Road, Auckland.
Naumai (Mrs. Edith S. Davis), Waitata Road, Te Kuiti.
Park View (Misses Glenie and Campbell), King Street, Paeroa.
Quendon (Mrs. B. Spencer), Marian Street, Taumarunui.
Rossyth (Mrs. E. A. Chatfield), 23 Ascot Avenue, Epsom, Auckland.
Sherwood (Mrs. Y. E. Fenton), 18 Akiraho Street, Mount Eden, Auckland.
The Manor (Miss P. M. Furey), Aratonga Avenue, Auckland.
Waimari (Dr. J. Mark), 14 Brown Street, Tauranga.
Wakefield Hospitals, Ltd. (Miss E. J. England), Wakefield Street, Auckland.
Rothsay (Mrs. Jane K. Crabb), 33 Grey Street, Hamilton.
Wharenoho (Mrs. E. A. Aggott), Te Awamutu.

TARANAKI INDUSTRIAL DISTRICT

- Bichleigh (Dr. A. M. Young), Manse Street, Hawera.
Craigholm (Dr. A. G. Buist), Fairfield Road, Hawera.
Iona (New Plymouth Private Hospital Co.), P.O. Box 64, New Plymouth.
Llvyn Ora (Miss D. L. James), 17 Mangorae Road, New Plymouth.
Mount View (Dr. D. H. Saunders), High Street, Eltham.

WELLINGTON INDUSTRIAL DISTRICT

- Abbotsford (Miss I. A. Palmer), Smith Street, Waverley.
Bowen Street Hospitals, Ltd. (Miss M. N. Kerr), Bowen Street, Wellington.
Burnside (Miss M. A. Van Praagh), 42 Essex Street, Masterton.
Burson, Miss Mary, 296 Somme Parade, Wanganui.
Daniels, Mrs. Marion, 300 Knight Road, Hastings.

Kelvin (Miss J. M. Alexander), Johnstone Street, Featherston.
 Lewisham (Rev. Mother E. Fitzsimmons), Little Company of Mary,
 Florence Street, Wellington.
 Lincoln (Miss M. C. Cullen), 3 Lincoln Road, Napier.
 Marienui (Miss E. P. Leipst), 6 Elizabeth Street, Napier.
 Meure-Muscular Diseases (Miss G. A. Dryden), Marlborough Road,
 Heretaunga.
 Nareby, Miss M. C., 9 Hinau Street, Hataitai, Wellington.
 Naumai (Miss M. E. Clatworthy), 20 Queen Street, Dannevirke.
 Raunui (Miss Dorothy B. Barker), Tui Street, Taihape.
 Remara (Miss E. J. Port), Douglas Street, Paraparaumu.
 Strathavon (Miss M. M. Byres and Mrs. Bellamy), Hunia Street,
 Marton.
 Telford, Misses M. I. and J. C., Maternity Hospital, Main Road,
 Woodville.
 Welsh and Rowberry, Misses, 49 Cambridge Street, Pahiatua.
 Wharerua (Misses Burgess and Thomas), Tawai Street, Trentham,
 Wellington.
 Wiltshire (Miss R. Burrell), 64 Albert Street, Palmerston North.
 Woodleigh (Miss E. S. U. Boyle), 33 Brougham Street, Wellington.

MARLBOROUGH INDUSTRIAL DISTRICT

Lister (Mrs. J. E. Guyton (Johnston)), Walker Street, Blenheim.
 Wiaraton (Mrs. Lilian Leonard), 5 Park Terrace, Blenheim.

NELSON INDUSTRIAL DISTRICT

Hillcrest (Dr. W. I. Paterson), Richmond.
 Low, Dr. D. C., Manuka Street, Nelson.

CANTERBURY INDUSTRIAL DISTRICT

Braeside (Miss W. Cowan), Wilson, Geraldine.
 Hylton (Miss Elsie Jowett), 48 Warrington Street, Christchurch.
 Ingram, Mrs. C. A., 54 Wills Street, Ashburton.
 Lewisham (Rev. Mother Ingham), Bealey Avenue, Christchurch.
 Pullar, Miss Hilda, 20 Bidwill Street, Timaru.
 St. George's (Dr. L. C. L. Averill), (Church of England) Hospital,
 Christchurch.
 Straven (Mrs. Mary Kearton), 6 Straven Road, Riccarton, Christ-
 church.
 The Limes (Miss Alma B. Hunt), Victoria Square, Christchurch.
 Wyllie, Dr. T. W., Rhodes Street, Waimate.

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT

Aotea (Miss A. Muller), 69 Queen Street, Dunedin.
 Cairnsmore (Misses M. E. Campbell and R. P. Carr), 165 Leet Street,
 Invercargill.
 Jamieson and Ross, Misses, Port Chalmers.
 Kent, Mrs. K. M., Wallace Maternity Hospital, Riverton.
 Manuia (Mrs. C. R. Mason), Nen Street, Oamaru.
 Park Hospital (Miss A. Lindsay Dalrymple), 130 Gale Street,
 Invercargill.
 Redroofs (Salvation Army), (Miss Hazel Allison), Dunblane Street,
 Dunedin.
 Southmayde (Miss S. I. I. Elliott), 44 Queen Street, Dunedin.
 Stafford (Drs. Bell, Wilson, Rutherford, Whyte, Hanan, Barnett, and
 Verach), Stafford Street, Dunedin.
 Tamarihi Whare (Miss M. Shepherd), 120 Leet Street, Invercargill.
 Te Rata (Miss E. M. Mackinnon), 166 Tweed Street, Invercargill.

THE COURT of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the terms of settlement arrived at in the above-mentioned dispute and forwarded directly to the Court pursuant to the provisions of section 3 of the Industrial Conciliation and Arbitration Amendment Act (No. 2), 1939, doth hereby order and award:—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare, that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as hereinafter provided, and shall continue in force until the 17th day of December, 1950, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 17th day of December, 1948.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Industry to Which Award Applies

1. This award shall apply to all domestic workers in private hospitals and all such like institutions and their employers.

It shall not be lawful for either employer or worker to contract themselves out of the provisions of this award.

Hours of Work

2. (a) The ordinary hours of work shall not exceed forty in any one week without payment of overtime, and shall be made up of five shifts not exceeding nine hours each without payment of overtime. Shifts may be worked as required by the employer, provided that a straight shift is where the day's work is interrupted only by one or more meal periods, which shall not exceed a total of one hour.

(b) Broken shifts may be worked, but shall be completed within thirteen hours computed from starting to finishing time, including meal-hours. Non-resident workers employed on broken shifts shall be paid 3s. 6d. per week in excess of the ordinary weekly wages provided in this award.

Except when changing shifts or in special circumstances, workers shall not be brought back to work after their day's work is finished until after an interval of at least eleven hours; any period during which a worker is required to work after the expiration of thirteen hours from his starting-time or within eleven hours of his previous finishing-time shall be deemed to be overtime and shall be paid for at overtime rates specified in clause 7 (a) hereof in addition to his ordinary weekly wages.

(c) "Week" in the case of day workers shall mean the seven days computed from midnight to midnight covered by the pay-week of the institution in which the worker is employed.

"Week" in the case of night workers shall mean the seven nights computed from noon to noon covered by the pay-week of the institution in which the worker is employed.

Wages

3. Not less than the following rates of wages shall be payable:—

(a) *Cooks and Kitchenhands*.—Kitchen staff, based on the number of persons, including staff, for whom meals are cooked:—

	Males.			Females.		
	Per Week.			Per Week.		
	£	s.	d.	£	s.	d.
(i) 201 and over—						
First cook	7	10	0	6	11	3
Second cook	7	0	0	6	0	9
Third cook	6	15	0	5	10	3
Relieving cook	6	15	0	4	14	0
Kitchenhands	6	10	0	4	10	6
(ii) 101 to 200—						
First cook	7	5	0	6	1	3
Second cook	6	17	6	5	10	3
Third cook	6	12	6	4	14	0
Kitchenhands	6	10	0	4	10	6

	Males.			Females.		
	Per Week.			Per Week.		
	£	s.	d.	£	s.	d.
(iii) 51 to 100—						
First cook	7	0	0	5	10	3
Second cook	6	15	0	4	18	3
Kitchenhands	6	10	0	4	10	6
(iv) 26 to 50—						
First cook	6	17	0	4	19	10
Second cook	6	12	6	4	10	6
(v) Under 26: Cook	6	15	0	4	14	0
(vi) Other workers	6	10	0	4	10	6
Female general hand				4	8	0

Not more than one female general hand may be employed in each establishment who shall not exceed twenty hours per week at kitchen work. Where the hours worked by such general hand exceed twenty in any one week in the kitchen she shall be paid the kitchen rate provided in the award.

(b) Kitchen workers under eighteen years of age who are members of the union may be employed in the ratio of not more than one to each two fully-paid workers or fraction thereof, with a maximum of not more than two in each establishment; such workers shall be paid three-fourths of the wages prescribed above.

(c) For the purpose of this award a worker shall be deemed to be employed about a kitchen or scullery if he is employed in the cooking of food, assisting in the cooking of food, or preparing of food to be cooked, or attending to boilers and kitchen fires, or in cleaning or washing plates or dishes or cooking utensils, or in carving or in serving sweets, or in any other operations connected with the business of the kitchen.

This clause shall not apply to kitchen work performed in ward serveries, but the workers employed on such work shall be paid 3s. 6d. per week in addition to their ordinary wages.

The washing of cups and saucers and bread and butter plates, or the serving of cold sweets from the dining-room shall not be deemed to be employment about a kitchen or scullery.

(d) *Male Workers.*—(i) In respect of males employed as porters, orderlies, wardsmen, cleaners, and other male domestics:—

	Per Week.		
	£	s.	d.
First six months	6	5	0
After six months' service	6	10	0

(ii) Workers required to remain on call shall be paid 10s. per week in addition to their weekly wage. Such workers shall not remain on call on either of their weekly holidays. Workers required to remain on call on any single working day shall be paid an additional 2s. per day. Workers called back under this clause shall be paid for the time worked at overtime rates.

(iii) Head porters or head orderlies placed in charge of a staff of five or more and up to ten workers shall be paid not less than 10s. per week in excess of the highest-paid workers under their control, excluding any amount paid under paragraph (ii) of this subclause.

(iv) Porters or orderlies employed on male nursing duties and/or employed as mental patients' attendants shall be paid 10s. per week, or 2s. per day, in addition to their ordinary weekly wage.

Porters or orderlies undertaking the preparation of patients for operations shall be paid 2s. per day in addition to their ordinary wage for each day upon which they perform such work.

(v) Male domestic workers attending to male patients and required to carry out any of the duties set out in the following schedule shall be paid £1 per week in addition to the rate prescribed in paragraph (i) of this subclause:—

SCHEDULE

Sterile skin preparations for medical and surgical operations, surgical dressings, catheterization, irrigation, prostate massage, V.D. clinics, out-patient clinics for hæmorrhoids, varicose veins, and strictures.

(vi) Workers employed as a special watch shall be paid at 3s. per hour, with a minimum of three hours' pay for each service. Overtime rates shall not apply to these workers, regardless of the number of hours employed.

(vii) Workers required to handle infectious linen or required to decontaminate soiled linen shall be paid 10s. per week in excess of the ordinary week's wages whilst employed on those duties, or 2s. per day when so employed.

(viii) When workers are employed to dispose of refuse and offensive matter from a hospital other than by automatic means, they shall be paid 1s. extra each day or part of a day for which they are so employed.

Workers attending to boilers shall be paid 1s. per day in addition to their weekly wages. This clause shall apply only to boilers (other than boilers attached to kitchen ranges) which require stoking with solid fuel, but shall not apply to small incinerators and other small circulating water heaters. If any worker outside the kitchen staff attends to boiler, he shall receive the extra allowance. The employer may nominate the worker who shall be responsible for the work of attending to the boiler.

(e) *Female Workers*.—(i) In respect of females employed as wardsmaids, housemaids, waitresses, pantrymaids, laundresses, seamstresses, linenmaids, telephone maids, cleaners, and other female domestics other than kitchenmaids:—

	Per Week.		
	£	s.	d.
Wages	4	4	0

(ii) Head waitress, where five or more waitresses are employed, 5s. per week extra, or 1s. per day.

(iii) Female domestics whilst employed as mental attendants, 5s. per week, or 1s. per day, in addition to the ordinary wage.

(iv) Workers required to remain on call shall be paid 10s. per week in addition to their weekly wage. Such workers shall not remain on call on either of their weekly holidays. Workers required to remain on call on any single working-day shall be paid an additional 2s. per day. Workers called back under this clause shall be paid for the time worked at overtime rates.

(f) Female domestics who are under eighteen years of age who are members of the union may be employed in the ratio of not more than one to each two fully-paid workers or fraction thereof, with a maximum of not more than two in each establishment; such workers shall be paid three-fourths of the wages prescribed above.

(g) The foregoing minimum wages for seamstresses and laundresses shall apply only at institutions where there are fewer than three seamstresses employed or fewer than four laundresses employed.

(h) All special payments provided in this clause are deemed to be allowances and are, therefore, not taken into account when computing overtime, and they are also not taken into account when computing annual holiday pay unless the worker has prior to the holiday been regularly in receipt of such payments.

Casual and Part-time Labour

4. (a) All workers employed by the day in a casual capacity shall be paid at the rate of time and a fifth of the wages applicable to the particular position he or she is engaged to work upon, casual labour being defined as any period of employment of less than five consecutive days.

(b) With the consent of the union, part-time female workers may be employed. The application to the union shall state the weekly and daily minimum number of hours to be worked by each worker, who shall be paid at the rate of 2s. 6d. per hour. This hourly rate shall be exempt from all special payments except those to supervisors or head waitresses and the payment of 1s. per day when a broken shift is worked. Minimum amount, 7s. 6d.

Meals and Sleeping-accommodation

5. (a) Where meals are provided for workers such meals shall, for the purpose of this award, be valued at 10s. per week: Provided that where ten or less meals are supplied such meals shall be valued at 5s. per week.

(b) Where sleeping-accommodation is provided for workers such sleeping-accommodation shall, for the purpose of this award, be valued at 12s. 6d. per week.

(c) Suitable facilities for changing shall be provided for non-resident staff, such facilities to include provision for the safety of workers' belongings.

(d) Where resident staff are employed, the employer shall provide suitable laundry facilities to enable them to launder their own personal wearing-apparel.

(e) Suitable sitting-room accommodation, properly heated, lighted, and ventilated, shall be provided for resident staff.

Weekly Holidays

6. Two days' holiday within each week shall be allowed to each worker covered by this award, and, subject to clause 7 (d) of this award, any worker who is required to work on one or both of his weekly holidays shall be paid overtime rates in accordance with clause 7 (a) of this award whilst so employed.

Overtime

7. (a) All time worked on any day in excess of the hours herein specified shall be deemed to be overtime, and shall be paid for at the rate of time and a half on "full pay" for the first three hours and thereafter double time.

(b) No workers shall be compelled to work more than five hours without an interval for a meal, except where morning or afternoon tea has been provided or a break has been allowed in accordance with clause 9 (i), in which case the period may be extended to five and one-half hours.

(c) Particulars of any overtime worked shall be furnished in writing to the employer by the worker concerned within twenty-four hours after the completion of the week's service in which overtime occurs. Failure to comply with the requirements of this clause shall constitute a breach of this award for which the worker shall be liable, but shall not prejudice the worker's claim to recover overtime in any case where it can be established that the overtime was actually worked.

(d) In any emergency any worker may be required to return to duty on one only of his or her days off in any week, and shall be paid for such day's work one-fifth of one week's wages.

(e) Where a non-resident worker is required to work overtime for more than one hour after completing the usual shift or usual day's work and such overtime extends over the worker's usual meal-time, the employer shall either provide a meal or pay the worker the sum of 2s. unless the worker has been notified on the previous day that he will be required to work overtime.

(f) When a worker is required to perform work on any Sunday, he shall, in addition to his ordinary rate of pay, be paid for the time worked on such Sunday at not less than the ordinary rate.

Holidays

8. (a) Holidays shall be allowed as provided in the Annual Holidays Act, 1944, excepting that the annual holidays shall be of twenty-three consecutive days on full pay, and, by arrangement between the worker and the employer, the holiday may be taken in two parts of not less than one week at six-monthly intervals.

If a worker's engagement is terminated before the completion of twelve months' service, proportionate holiday pay shall be paid to the worker in accordance with the provisions of the Annual Holidays Act, the computation being made on the basis of an annual holiday of twenty-three days in place of fourteen days prescribed by the Act.

(b) Such holidays shall be given and taken within a period of three months after completion of the qualifying period.

(c) Service shall be deemed to be continuous, notwithstanding that it may have been interrupted by reason of temporary sickness or accident to the worker: Provided that any such periods or period of absence from work in excess of two weeks within any one year shall not be counted as part of the qualifying period for any holiday or holiday allowance.

(d) Not less than fourteen days' notice of the dates on which the holidays will be given shall be given to each worker.

(e) Workers entitled to holidays shall receive payment for same prior to commencing the holidays.

Terms of Employment

9. (a) Except as otherwise specially provided in this award, the employment shall be a weekly one whether the worker shall or shall not be called upon to work full time, and no worker shall be engaged at less than the weekly wages provided for the particular classes of workers in this award.

(b) Wages shall be paid in full weekly or fortnightly or at such other time as may be agreed on in writing between the employer and the secretary of the union.

(c) No deduction shall be made from the weekly wages except for time lost through sickness or default of or accident to a worker, for union dues, or for travelling-expenses payable under clause 11 (b).

(d) Two days' notice of termination of employment shall be given by the employer or the worker, unless a lesser period of time is agreed on in writing by both parties, but this shall not affect the employer's right to dismiss a worker for insubordination, dishonesty, drunkenness, or other good cause, when a worker shall be subject to instant dismissal and entitled to payment up to the day of dismissal only. If an employee leaves his employer's service without notice and without good cause, he or she shall forfeit two days' pay. The employer shall be entitled to keep in hand two days' pay.

(e) The period of notice shall not include any part of the annual holiday, accumulated holidays, or sick-leave without pay or absence from work as a result of an accident whilst at work, not exceeding twenty-eight days in either case.

(f) When an employer personally or by his agent engages a worker and such worker is ready and willing to commence work but is prevented from doing so by the employer without good reason connected with the conduct or competency of the worker concerned, the employer shall pay the worker two days' full pay.

(g) Should a worker so engaged fail without good cause to commence work in accordance with the terms of his engagement he shall pay to the employer an amount equal to two days' wages.

(h) When computing wages and broken time, the usual weekly wage shall be divided by the number of days or hours usually worked.

(i) An interval of not more than ten minutes' duration shall be allowed to each worker during the forenoon of each day within the employer's time and without deduction from wages.

(j) It shall be a condition of employment under this award that the worker shall pay all union dues to the employer, who shall remit them to the appropriate union. By arrangement with the union, the employer may deduct union dues from the wages of workers.

(k) Any worker required to commence work after the cessation of public wheeled traffic or before the ordinary time of starting such traffic, and any worker who may work continuously until after the cessation of public wheeled traffic and cease work before the ordinary time of starting such traffic, shall be provided by the employer with transport to the point from which he would normally have used such transport or be paid an allowance to cover the cost of travelling such distance.

(l) Workers employed on night shift shall be paid 5s. per week in excess of their weekly wage.

Workers employed on night shift for less than five nights in any one week shall be paid an additional 1s. per night.

(m) A night shift worker for the purpose of this award shall be any employee required to work after 11.30 p.m. or before 6 a.m.

Uniforms and Aprons

10. Uniforms and aprons required to be worn by the staff shall be supplied and laundered at the employer's expense, and shall remain the property of the employer.

Distant Engagement

11. (a) When an employer personally or by his agent engages a worker to proceed to employment at a place other than the town or locality in which the worker is engaged, the employer shall pay the reasonable travelling-expenses incurred by such worker in journeying to the employment.

(b) If a worker should be discharged on the grounds of his gross incompetency within one week of his commencing work, or on the grounds of his misconduct or default within thirteen weeks of his commencing work, or if the worker of his own volition, and through no fault of the employer, leaves the employment within thirteen weeks of his commencing work, the worker shall refund to the employer any moneys the employer may have paid in pursuance of subclause (a) hereof. To ensure the refund being made by the worker should it become due, the employer may withhold from the wages of the worker the amount of money paid by him in pursuance of subclause (a) hereof until the worker shall have completed thirteen weeks' service in his employment, whereupon he shall pay same to the worker.

(c) If the worker should be discharged by the employer otherwise than under the circumstances mentioned in subclause (b) hereof before the expiration of any specified term of service agreed upon at the time of engagement or, where no such term has been agreed upon, within thirteen weeks of the worker commencing work, the employer shall pay to the worker an amount sufficient to cover the reasonable travelling-expenses necessary to enable the worker to return to the town or place of engagement, irrespective of whether or not the worker incurs such expense.

(d) If the employer should engage a worker in pursuance of subclause (a) hereof and the employer for some reason not connected with the conduct or competency of the worker prevents the worker from commencing work, the employer shall pay the worker reasonable travelling-expenses incurred by the worker in journeying to and from the town or locality of engagement, together with two days' full pay.

(e) " Travelling-expenses " shall mean such second-class rail fares, saloon boat fares, coach or motor fares, and cost of meals and accommodation as are reasonably necessary.

Time and Wages Book

12. Each employer shall keep a time and wages book in which shall be correctly recorded:—

- (a) The name of every worker employed:
- (b) The kind of work on which he or she is employed:
- (c) The daily hours of his or her employment:
- (d) The wages paid each week.

Holiday Book

13. An approved holiday book shall be kept in some place accessible to the workers, and such book shall be signed by each worker before leaving the premises.

Time-table

14. A time-table setting out the correct working-hours of each worker shall be affixed and maintained in some conspicuous place in each department, and shall be accessible to the workers employed therein and to the accredited representative of the workers' union.

Workers to be Members of Union

15. (a) It shall not be lawful for an employer bound by this award to employ or to continue to employ in any position or employment subject to this award any person who is not for the time being a member of an industrial union of workers bound by this award.

(b) It shall be a breach of this award for any worker to accept employment and work under this award for a period of fourteen days without becoming a financial member of the union.

(c) The local secretary or organizing secretary shall be permitted to interview workers at their place of employment at a suitable time to be arranged between the employer and the secretary of the union.

(d) Employers shall, if requested by the organizing secretary of the union, supply him with a list of the names of the members of the staff, such application to be made not oftener than once each three months.

General

16. Nothing in this award shall be construed so as to reduce the present wage or reduce leave or other privileges of any worker whilst he remains in his present position or employment.

Disputes

17. Any dispute connected with any matter not provided for in this award shall be settled between the particular employer concerned and the secretary or president of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the Conciliation Commissioner, who shall, within fourteen days, either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner, may appeal to the Court upon giving written notice of such appeal to the other party within fourteen days after such decision shall have been communicated to the party desiring to appeal.

Copy of Award

18. There shall at all times be exhibited and maintained in a conspicuous place and in such a position as to be easily read by the workers a notice containing the name and address of the Inspector of Awards of the district, a statement of the holidays and the working hours of each of the workers, and a copy of this award.

Under-rate Workers

19. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Application of Award

20. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer who, not being an original party hereto, is, when this award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial districts to which this award relates.

Scope of Award

21. This award shall operate throughout the Northern, Taranaki, Wellington, Marlborough, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts.

Term of Award

22. This award, in so far as it relates to wages and special payments, shall be deemed to have come into force on the first day of the working-week in each establishment commencing on or after the 6th day of December, 1948, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 17th day of December, 1950.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 17th day of December, 1948.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award embodies the terms of settlement arrived at in Conciliation Council.

Wages have been made payable retrospectively, in accordance with the agreement of the parties.

The workers' assessors desire to record the fact that certain concessions have been agreed to by them in consideration of the fact that this is the first award covering private hospitals. These concessions are not to be used to prejudice workers' claims in future proceedings.

A. TYNDALL, Judge.
