

NEW ZEALAND PRIVATE-HOTEL CLERICAL WORKERS—  
AWARD

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

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 Clerical and Office Staff Employees' Industrial Association of Workers (hereinafter called "the union") and the undermentioned association, unions, persons, firms, and companies (hereinafter called "the employers").—

INDUSTRIAL ASSOCIATION OF EMPLOYERS

New Zealand Private Hotelkeepers' Industrial Association of Employers, 8-12 The Terrace, Wellington C. 1.

NORTHERN INDUSTRIAL DISTRICT

Brents, Ltd., Private Hotel, Rotorua.  
Glenalvon (Mr. and Mrs. R. J. Windleburn), Auckland.  
James, Ltd., Private Hotel, Whangarei.  
Young Men's Christian Association (Inc.), Auckland.  
People's Palace (Brigadier B. Erikson), Auckland.

TARANAKI INDUSTRIAL DISTRICT

Grand Central, Private Hotel (J. N. Bell), New Plymouth.  
Hotel Cargill, Private Hotel (C. and N. Giles), New Plymouth.  
Marsland View, Private Hotel (Mrs. A. L. Liston), New Plymouth.

WELLINGTON INDUSTRIAL DISTRICT

Grand Central, Private Hotel (Mr. G. L. Johnston), Wellington.  
Hawke's Bay Private Hotel and Boardinghouse Keepers' Industrial Union of Employers, Church Lane, Napier.  
Hotel Midland, Ltd., Private Hotel, Masterton.  
Wellington Private Hotelkeepers' Industrial Union of Employers, 8-12 The Terrace, Wellington C. 1.  
Windsor Hotel, Private Hotel (Mr. Giles), Wellington.  
People's Palace (Brigadier A. Hildreth), Cuba Street, Wellington.

MARLBOROUGH INDUSTRIAL DISTRICT

City Hotel, Private Hotel (Mrs. R. B. Chapman), Blenheim.

NELSON INDUSTRIAL DISTRICT

Inangahua, Private Hotel (Miss V. Della-Bosca), Nelson.  
Metropolitan Private Hotel, Nelson.  
Naumai Private Hotel (Mr. T. J. Leigh), Nelson.

WESTLAND INDUSTRIAL DISTRICT

Fox Glacier Hotel, Private Hotel (Sullivan Bros.), Weheka.

## CANTERBURY INDUSTRIAL DISTRICT

Ambassadors Hotel, Private Hotel (T. Sleeman), Christchurch.  
 Canterbury Private Hotel Proprietors' Industrial Union of Employers,  
 159 Oxford Terrace, Christchurch C. 1.  
 Federal Hotel, Private Hotel (B. W. Marshall), Christchurch.  
 Balmoral, Private Hotel (J. Newman), Timaru.  
 Grand Central, Private Hotel (C. L. Hanson), Ashburton.  
 People's Palace, Private Hotel (Brig. H. Durton), Christchurch.

## OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT

Carrington Hotel, Private Hotel (Miss A. Wyber), Gore.  
 Central Hotel, Private Hotel (W. Y. Campbell), Dunedin.  
 Commercial Hotel, Private Hotel (T. B. Lucey), Balclutha.  
 Leviathan Hotel Co., Ltd., Private Hotel, Dunedin.  
 Otago Private Hotelkeepers' Industrial Union of Employers, 20  
 Crawford Street, Dunedin, C. 1.  
 Queen's Hotel, Private Hotel (Miss L. Boyle), Oamaru.  
 Railway Hotel, Private Hotel (W. G. Ryder), 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 31st day of March, 1951, 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 10th day of November, 1949.

[L.S.]

A. TYNDALL, Judge.

## SCHEDULE

*Industry to Which Award Applies*

1. This award shall apply to clerical workers who are substantially employed in the offices of private-hotel keepers and boardinghouses and are not covered by any other award.

*Wages*

2. (a) The minimum weekly rates of wages shall be as follows:—

	1st.	2nd.	3rd.	4th.	Others.
<b>Females—</b>					
Where five or more clerical workers are employed	101/-	90/-	80/-	72/6	66/-
Where four clerical workers are employed	94/-	86/-	77/6	72/6	..
Where three clerical workers are employed	88/6	77/6	72/6	..	..
Where two clerical workers are employed	84/-	75/-	..	..	..
Where one clerical worker is employed ..	81/-	..	..	..	..
<b>Males</b>	135/-	..	..	..	..

(b) In addition to the above wages, every worker shall be entitled to board and lodgings, subject to the following conditions:—

- (i) A separate bedroom with the usual service.
- (ii) Meals shall be served in the hotel under the same conditions as the guests.
- (iii) Where lodging accommodation is not provided, workers shall receive a lodging-allowance of 11s. per week in lieu thereof.
- (iv) Where meals are not provided, workers shall receive a meal allowance of £1 2s. per week in lieu thereof.
- (v) Where meals are not provided on their days off, workers shall be paid an additional 3s. per day.

(c) "Full pay" means the above cash wages plus board and lodging allowance provided herein.

(d) A worker who on the coming into force of this award is in receipt of a higher wage than is prescribed herein shall not have such wage reduced whilst the present employment continues.

(e) When a worker is required by the employer to wear special duty uniforms or smocks, such shall be provided by the employer and laundered at his expense, except that in cases where the employer does not launder such uniforms or smocks, he shall pay to the workers 4s. per week for laundering same.

#### *Hours of Work*

3. (a) The hours of work for all workers coming within the scope of this award shall not exceed forty in any one week without payment of overtime, and not more than eight hours shall be worked on any one day and not more than four hours on the day of the weekly half-holiday without payment of overtime; but all workers not employed on a five-day-week basis shall be paid an extra 3s. 6d. per week in addition to their weekly wage.

(b) "Week" shall mean each period of seven consecutive days commencing from the day on which the employee began employment in the present service of his or her employer.

(c) Workers may be required to work on one or both of the usual weekly holidays: Provided that any worker who under this clause is required to work on one or both of the weekly holidays shall be given an extra day or two days in addition to the usual weekly holidays; such substituted holidays may be given in either of the two weeks preceding or following the week in which such holidays are curtailed: Provided, further, that such substituted day or days off shall be given consecutively with the usual weekly holidays, or, alternatively, may be added to the worker's annual holidays with full pay.

Nothing in this subclause shall permit of the employment of a worker for more than forty hours in any week without payment in accordance with clause 4 hereof.

#### *Overtime*

4. (a) All time worked in excess of forty hours in any week or eight hours in any day shall be deemed to be overtime and shall be paid for, in addition to the weekly wage, at the rate of time and a half on "full pay" as defined in clause 2 hereof for the first four hours and thereafter double time.

(b) Overtime shall be computed on an hourly basis, each day to stand by itself.

#### *Holidays*

5. (a) *Annual*.—(i) The provisions of the Annual Holidays Act, 1944, shall apply to workers covered by the provisions of this award.

(ii) Employers shall give their employees at least two weeks' previous notice of the date of the annual holiday and shall pay workers for the annual holiday before its commencement.

(iii) Should any of the special holidays specified in sub-clause (b) hereof occur during the currency of any workers' annual holidays, then such annual holidays shall be extended by one day for every such special holiday so occurring, and the worker shall receive full pay for each additional day.

(iv) Any worker not completing the year of employment shall be entitled to a proportionate holiday as provided in the Annual Holidays Act, 1944.

(v) In the case of the transfer of an hôtel, the employer shall pay his proportionate share of holiday-money due to each worker at the time of transfer.

(b) *Special Days.*—Employees who work on Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, and the birthday of the reigning Sovereign shall be paid time and a half rates on full pay for such work. "Time and a half rates" shall mean the proportionate daily wage and board and lodging allowance ordinarily payable and included in the weekly wage, plus an additional amount equal to 50 per cent. of such proportionate daily wage and allowance. For the purpose of these calculations seven consecutive days shall count as a week.

(c) *Weekly Holidays.*—(i) The working-hours above prescribed shall be worked within five and a half days in each week.

(ii) "Week" herein shall mean each period of seven days, the first of such to commence on the day of the worker commencing his or her employment.

(iii) One full day's holiday of twenty-four consecutive hours and one half-holiday from not later than 1 p.m. on another day shall be allowed in each week to every worker covered by this award.

### *Travelling Expenses*

6. (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 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 shall prevent 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 one week's full pay as defined by clause 2 of this award.

(c) If the worker should be discharged on the grounds of his or her gross incompetency within one week of his or her commencing work, or on the grounds of his or her misconduct or default within thirteen weeks of his or her commencing work, or if the worker shall of his or her own volition and through no fault of the employer leave the employment within thirteen weeks of his or her 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 the same to the worker.

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

#### *Casual Employees*

7. Clerical workers employed for less than one week shall be deemed to be casual workers and shall be paid 25 per cent. *pro rata* above the weekly rates herein prescribed.

#### *Record of Service*

8. Each employee on leaving or being discharged from his employment shall, on request, be given within twenty-four hours thereafter a certificate in writing signed by the employer and stating the position held and the length of service.

#### *Terms of Employment*

9. (a) The employment shall be weekly and one week's notice of the termination of the employment shall be given by either party.

(b) Wages shall be paid in cash weekly not later than Thursday, and in the employer's time.

#### *Disputes*

10. The essence of this award being that the work of the employer shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between

the parties bound by this award, or any of them, as to any matter whatever arising out of or connected therewith and not specifically dealt with in this award, every such dispute or difference as the same shall arise shall be referred to a committee to be composed of two representatives of the union and two representatives of the employers for their decision. The decision of the majority of the committee shall be binding, and if no decision is arrived at, then the matter shall be referred to the National Disputes Committee at Wellington, consisting of three representatives of the New Zealand Federated Clerical and Office Staff Employees' Industrial Association of Workers and three representatives of the employers. The decision of the National Disputes Committee shall be binding, and if no decision is arrived at, either party may appeal to the Court of Arbitration upon giving written notice of such appeal to the other party within fourteen days after the failure of the National Disputes Committee to arrive at a decision, or the National Disputes Committee may itself refer the matter to the Court of Arbitration for decision.

#### *Time-table*

11. A time-table setting forth the working-hours of each employee shall be available at all reasonable times in a convenient place in each office.

#### *Right of Entry*

12. The secretary or other authorized officer of the union of workers shall, with the consent of the employer (such consent not to be unreasonably withheld), be entitled to enter at all reasonable times the premises where workers are employed and there interview workers, but so as not to interfere unreasonably with the employer's business.

#### *Wages and Time Book*

13. Every employer bound by this award 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 in which he or she is employed.
- (c) The daily hours of his or her employment.
- (d) The wages paid each week.

Employers bound by this award shall, upon request by the union, supply a list of their employees, such application not to be made more often than once each month.

*Workers to be Members of Union*

14. (a) Subject to the provisions of subsection (5) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, it shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(c) Every person who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested so to do by his employer or any officer or representative of the union, commits a breach of this award, and shall be liable accordingly.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

*Under-rate Workers*

15. (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*

16. 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*

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

#### *Term of Award*

18. This award, in so far as it relates to wages, shall be deemed to have come into force on the 7th day of September, 1949, 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 31st day of March, 1951.

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 10th day of November, 1949.

[L.S.]

A. TYNDALL, Judge.

#### MEMORANDUM

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

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

A. TYNDALL, Judge.