

NEW ZEALAND (EXCEPT TARANAKI AND MARLBOROUGH) PRIVATE-HOTEL
CLERICAL WORKERS—AWARD

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

In the Court of Arbitration of New Zealand, Northern, Wellington, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts—In the matter of the Industrial Conciliation and Arbitration Act 1954; 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 under-mentioned Association, unions, persons, firms and companies (hereinafter called "the employers"):

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

NORTHERN INDUSTRIAL DISTRICT

Armidaie Guest House (C. G. Corbett), Gisborne.

Hotel Glenalvon (E. A. Bennett), Auckland.

Northland Private Hotel (Mrs P. A. Anderson), Auckland.

People's Palace (Major A. Angus), Auckland.

Rotorua Private Hotels Industrial Union of Employers (E. C. East, Secretary), Hinemoa Street, Rotorua.

Tasman Hotel (Tasman Pulp and Paper Co. Ltd.), Kawerau.

Young Women's Christian Association (Inc.), Upper Queen Street, Auckland.

WELLINGTON INDUSTRIAL DISTRICT

Lloyds Hotel (L. C. Hallam), 38 Cuba Street, Wellington.

People's Palace Hotel, 213 Cuba Street, Wellington.

Wellington Private Hotel Keepers' Industrial Union of Employers, 8-12 The Terrace, Wellington.

Young Men's Christian Association (Inc.) National Council, 276 Willis Street, Wellington.

NELSON INDUSTRIAL DISTRICT

Midland Hotel (H. Greenfield), 241 Hardy Street, Nelson.

Naumai Private Hotel (D. H. and R. I. Hopkins), 8 Bridge Street, Nelson.

WESTLAND INDUSTRIAL DISTRICT

Railway Hotel (C. Pearson), Shakespeare Street, Greymouth.

CANTERBURY INDUSTRIAL DISTRICT

Ambassadors Hotel (Mrs E. I. Sleeman), 19 Manchester Street, Christchurch.

Federal Hotel (B. Marshall), 780 Colombo Street, Christchurch.

Hydro-Grand Hotel (Mrs F. I. Smyth), Stafford Street, Timaru.

People's Palace (Major A. Boon), 80 Manchester Street, Christchurch.

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT

Commercial Hotel (F. H. and Z. A. Hood), Renfrew Street, Balclutha.

Hotel Central (F. Drake), 100 Princes Street, Dunedin.

Leviathan Hotel Co. Ltd., High Street, Dunedin.

Otago Private Hotel Keepers' Industrial Union of Employers, 20 Crawford Street, Dunedin.

Queen's Hotel (E. Woodham), 115 Thames Street, Oamaru.

Railway Hotel (Mrs L. M. Middlemiss), Esk 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 130 of the Industrial Conciliation and Arbitration Act 1954, 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 1st day of December 1961 and thereafter as provided by section 152 of the Industrial Conciliation and Arbitration Act 1954.

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 7th day of December 1960.

[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:

Females—

	First	Second	Third	Fourth	Others
	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
Where five or more clerical workers are employed	8 13 7	7 15 1	6 17 8	6 2 9	5 12 10
Where four clerical workers are employed	8 0 0	7 6 4	6 12 1	6 2 9	.....
Where three clerical workers are employed	7 9 6	6 12 1	6 2 9	.....	.....
Where two clerical workers are employed	7 1 5	6 7 9	.....	.....	.....
Where one clerical worker is employed	6 16 5	.....	.....	.....	.....
Males	11 0 2	.....	.....	.....	.....

(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 18s. 2d. per week in lieu thereof.
- (iv) Where meals are not provided, workers shall receive a meal allowance of £1 16s. 4d. per week in lieu thereof.

- (v) Where meals are not provided on their days off, workers shall be paid an additional 5s. 2d. per day.
- (vi) Where a staff sittingroom is not available the office staff shall be permitted to receive their guests in the lounge.
- (c) "Full pay" means the above cash wages plus board and lodging and meal 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 5s. per week for laundering same.

(f) *Saturday and Sunday Pay*—Workers when required to work on Saturday as part of their normal working-week shall be paid in addition to their ordinary rate of pay an amount equal to 50 per cent of the ordinary rate, that is, one-tenth of an ordinary full week's wage.

Workers when required to work on Sunday as part of their normal working-week shall be paid in addition to their ordinary rate of pay an amount equal to 50 per cent of the ordinary rate—that is, one-tenth of an ordinary full week's wages.

Hours of Work

3. (a) The ordinary hours of work for all workers coming within the scope of this award shall not exceed 40 in any one week nor eight in any one day without payment of overtime. The 40 hours shall be worked within five days only in each week.

(b) Where the employer does not provide accommodation, workers employed on broken shifts shall be paid an allowance of 7s. 9d. per week, or in the case of relieving or casual workers 1s. 6d. per day.

(c) "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.

(d) Where a worker is required to work on one or both of the usual weekly holidays he shall be paid double time on "full pay" in addition to the weekly wage with a minimum of four consecutive hours overtime.

Overtime

4. (a) All time worked in excess of 40 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 three hours and thereafter double time.

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

(c) "Time and a half" shall mean one-fortieth of the full weekly wage plus an amount equal to 50 per cent thereof.

(d) "Double time" shall mean one-fortieth of the full weekly wage plus an amount equal to 100 per cent thereof.

Conditions as to Offices

5. (a) Adequate lighting, heating, ventilation and ablution facilities shall be available in all hotels for the use of the office staff.

(b) Every employer shall permit workers covered by this award to have morning and afternoon tea on the premises also supper in the case of those workers employed on the late shift.

(c) Cloak-room accommodation shall be provided for non-resident staff.

Holidays

6. (a) *Annual Holidays*—(i) Annual holidays shall be allowed in accordance with the provisions of the Annual Holidays Act 1944: Provided, however, that for the eleventh and subsequent years of continuous service with the same employer, each worker shall be given an annual holiday of three weeks on full pay; the qualifying period for the commencement of this provision shall be the date of the commencement of the employment.

(ii) Employers shall give their employees at least four 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 subclause (b) of this clause occur during the currency of any worker's 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 hotel, the employer shall pay his proportionate share of holiday-money due to each worker at the time of transfer.

(b) *Special Days*—(i) Employees who work on Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, and Anniversary Day (or a day in lieu thereof) shall be paid one extra day's pay on "full pay" in addition to their weekly wages. For the purpose of these calculations seven consecutive days shall count as a week.

(ii) When a special day falls on one of the worker's weekly days off and the worker is not called back to perform work on that day, a day shall be added to the workers annual holiday or to his proportionate holiday payment as the case may be.

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

"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.

(ii) Two full days' holiday each of 24 consecutive hours shall be allowed in each week to every worker covered by this award.

Travelling Expenses

7. (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) of this clause 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 13 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 13 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) of this clause. 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) of this clause until the worker shall have completed 13 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 Workers

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

Weekly rates shall mean "full pay" as defined in clause 2 (c) of this award.

Record of Service

9. Each employee on leaving or being discharged from his employment shall, on request, be given within 24 hours thereafter a certificate in writing signed by the employer and stating the position held and the length of service.

Terms of Employment

10. (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

11. 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 14 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

12. 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

13. The secretary or other authorised 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

14. (a) Every employer bound by this award shall keep a time and wages book, in which shall be correctly recorded:

- (i) The name of every worker employed.
- (ii) The kind of work in which he or she is employed.
- (iii) The daily hours of his or her employment.
- (iv) The wages paid each week and to such record shall be appended the signature of the worker concerned.

(b) 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

15. (a) Subject to the provisions of sections 174 (5) and 175 of the Industrial Conciliation and Arbitration Act 1954, 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 18 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 21 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 section 174 (3) of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.)

Under-rate Workers

16. (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 14 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

17. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every 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

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

Term of Award

19. This award, in so far as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the first day of the pay period in each establishment commencing on or after the 1st day of August 1960, and so far as all other provisions 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 1st day of December 1961.

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 7th day of December 1960.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award, apart from the matter mentioned hereunder, embodies the terms of settlement arrived at by the assessors in Conciliation Council.

Regarding the scope of the award, the position is that there are no respondent employers for the Taranaki and Marlborough Industrial Districts in the list of parties. None were cited in Marlborough and the only one cited in Taranaki had gone out of business. Further, there are no unions of employers in these districts which could be affiliated to the cited association of employers.

The Court has on previous occasions held that where there are no cited employers in one of the industrial districts comprising a combined district dispute, it has no jurisdiction to include that industrial district in the scope of the award when made. In the circumstances the Court, after referring the matter to the representatives of the parties for comment, has decided to omit the Taranaki and Marlborough Industrial Districts from the scope of the award. We think it advisable also to draw the attention of the parties to the opinion of the Court to be found in 33 Book of Awards at p. 563.

The defects are not ones which can properly be remedied at this stage of the proceedings by adding parties, but if after the award is made it is desired to extend the award so as to add parties in the Taranaki or Marlborough Industrial Districts, then it is open for section 158 of the Industrial Conciliation and Arbitration Act to be invoked.

A. TYNDALL, Judge.
