

**NEW ZEALAND HOSPITAL 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 1954; and in the matter of an industrial dispute between the New Zealand Federated Hotel, Hospital, Restaurant and Related Trades' Employees' Industrial Association of Workers (hereinafter called "the union") and the under-mentioned union and companies (hereinafter called "the employers"):

New Zealand Hospital Boards' Industrial Union of Employers, Druids Chambers, Woodward Street, Wellington.

**AUCKLAND INDUSTRIAL DISTRICT**

Commercial Cleaners (Hamilton) Ltd., C.M.L. Building, Garden Place, P.O. Box 778, Hamilton.

**TARANAKI INDUSTRIAL DISTRICT**

Commercial Cleaners (Manawatu) Ltd., Care of Duff and Duff, Plymouth Building, Currie Street, New Plymouth.

**WELLINGTON INDUSTRIAL DISTRICT**

Commercial Cleaners (Wellington) Ltd., 268 Willis Street, Wellington.

**MARLBOROUGH INDUSTRIAL DISTRICT**

Commercial Cleaners (Wellington) Ltd., Alfred Street, Blenheim.

**NELSON INDUSTRIAL DISTRICT**

Commercial Cleaners (Wellington) Ltd., P.O. Box 240, Blenheim.

**WESTLAND INDUSTRIAL DISTRICT**

Commercial Cleaners (Canterbury) Ltd., Mackay Street, Greymouth.

**CANTERBURY INDUSTRIAL DISTRICT**

Commercial Cleaners (Canterbury) Ltd., 112 Wordsworth Street, Christchurch.

**OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT**

Commercial Cleaners (Otago) Ltd., 2 Dowling Street, Dunedin.

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 on the day of the date hereof and shall continue in force until the 1st day of October 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 1st day of April 1960.

[L.S.]

A. TYNDALL, Judge.

#### SCHEDULE

##### *Interpretation*

1. This award shall apply to all domestic workers and other workers referred to in the wages schedules of this award. It shall not be lawful for either employer or worker to contract themselves out of the provisions of this award. Nothing in this award shall apply to workers whose work brings them within the scope of the New Zealand (except Westland) Storemen and Packers' award.

##### *Hours of Work*

2. (a) The ordinary hours of work shall not exceed 40 in any one week without payment of overtime, and shall be made up of five shifts, not exceeding eight 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 must be completed within 12 hours, computed from starting to finishing-time, including meal hours. Non-resident workers employed on broken shifts shall be paid 7s. 11d. per week in excess of the ordinary weekly wages provided in this award, or 1s. 7d. per day for relieving, casual, or part-time workers.

(c) Except when changing shifts, workers shall not be brought back to work after their day's work is finished until after an interval of at least 12 hours; any period during which a worker is required to work after the expiration of 12 hours from his starting-time or within 12 hours of his ordinary finishing-time shall be deemed to be overtime and shall be paid for at overtime rates specified in sub-clause (a) of clause 3 hereof in addition to his ordinary weekly wages.

(d) "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.

(e) 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.

##### *Overtime*

3. (a) Overtime shall be paid at the rate of time and a half for the first four hours and double time thereafter. When the prescribed daily limit of hours of work is exceeded, overtime is to be computed on a weekly basis, excepting when

the weekly total of overtime is less than four hours. Payment for overtime shall be made to the worker not later than the next succeeding pay-day after such overtime has been worked.

(b) No worker 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 subclause (i) of clause 15 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 24 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) 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 5s. unless the worker has been notified on the previous day that he will be required to work overtime.

#### *Sunday Pay*

4. 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.

#### *Weekly Holidays*

5. (a) Two days' holiday within each week shall be allowed to each worker covered by this award, and any worker who is required to work on one or both of his weekly holidays shall be paid overtime rates in accordance with subclause (a) of clause 3 of this award whilst so employed.

A worker called back to work on any of his weekly holidays shall be paid for a minimum of four hours' work.

(b) *Change of Holidays*—The employer shall, except in cases of emergency, give seven days' notice in writing to each worker of any change in the respective days fixed for his weekly holidays, otherwise the holidays shall be deemed not to have been given.

(c) *Holiday-book*—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.

#### *Special Holidays*

6. (a) 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 wages in addition to their weekly wage.

(b) Where one of the special holidays above referred to falls on the day of a worker's weekly holiday, or during his annual holiday, such worker shall receive an extra day's pay in addition to his weekly wage.

(c) Should any special department of the hospital close on the day of a special holiday, workers employed therein may elect to have the day off in addition to the ordinary weekly holidays, in which case the workers shall be entitled to the special payment provided in subclause (a) of this clause, but shall forfeit one day's ordinary pay.

*Annual Holidays*

7. (a) A worker who has had 12 months' continuous service with the same employer shall be allowed an annual holiday of two weeks on pay, and for the tenth and subsequent years of service he shall be allowed three weeks. If a worker's engagement is terminated before the completion of 12 months' service he shall be paid a proportionate amount of holiday pay.

(b) Unless otherwise agreed upon between the worker and the employer such holidays shall be given and taken within a period of eight weeks after the 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 four weeks within any one year shall not be counted as part of the qualifying period for any holiday or holiday allowance.

(d) A roster setting out the dates on which the staff's annual holidays will fall due shall be prepared and made accessible to the staff.

(e) Not less than 14 days' notice of the dates on which the holiday will be given shall be given to each worker.

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

*Wages*

8. (a) *Cooks and Kitchen Hands*—The following are the minimum weekly wages and rating required to be observed according to the numbers subsisted:

	Female Rate		
	Per Week		
	£	s.	d.
Up to 50:			
First cook .....	9	10	1
Second cook (if required) .....	9	1	8
Kitchenmaid (if required) .....	8	16	9
51 to 100:			
First cook .....	10	4	10
Second cook .....	9	7	9
Kitchenmaids .....	8	16	9
101 to 200:			
First cook .....	11	0	7
Second cook .....	10	4	10
Third cook .....	9	1	8
Kitchenmaids .....	8	16	9
201 to 300:			
First cook .....	11	14	9
Second cook .....	10	19	10
Third cook.....	10	4	10
Relieving cook .....	9	1	8
Kitchenmaids .....	8	16	9
301 to 400:			
First cook .....	12	7	8
Second cook .....	11	14	1
Extra second cook .....	11	14	1
Third cook.....	10	2	6
Relieving cook .....	9	10	1
Kitchenmaids .....	8	16	9

	Female Rate			Male Rate		
	Per Week			Per Week		
	£	s.	d.	£	s.	d.
401 to 500:						
First cook .....	12	10	7	15	7	0
Second cook .....	11	17	8	13	9	11
Extra second cook .....	11	17	8	13	9	11
Third cook .....	11	0	7	12	18	6
Relieving cook .....	9	12	1	12	18	6
Fourth cook .....	9	12	1	12	11	0
Kitchen assistants .....	8	16	9	12	3	6
501 to 650:						
First cook .....	13	0	7	15	19	5
Second cook .....	12	3	6	13	16	2
Extra second cook .....	12	3	6	13	16	2
Third cook.....	11	4	3	13	4	6
Extra third cook .....	11	4	3	13	4	6
Fourth cook .....	9	16	8	12	17	0
Kitchen assistants .....	8	16	9	12	3	6
651 and over:						
First cook .....	13	12	7	16	10	0
Second cooks (three) .....	12	8	6	14	2	5
Third cooks (three) .....	11	8	0	13	10	6
Fourth cook .....	9	16	8	13	3	0
Kitchen assistants .....	8	16	9	12	3	6

(b) Kitchens shall be rated on the number of kitchens subsisted, the method of calculation being that used for assessing the subsistence figures for the Department of Health's annual form 4. Subsistence figures for each kitchen for the six months ended 31 March and 30 September in each year shall be supplied to the union secretary and a review of the classifications made, effective from that date, but no change shall occur if the subsistence figures do not vary more than 5 per cent above or below the current group limits. Should a dispute occur in connection with this schedule the matter shall be referred to a committee of two representatives of the New Zealand Hospital Boards' Industrial Union of Employers, and of the New Zealand Federated Hotel, Hospital, Restaurant, and Related Trades' Employees' Industrial Association of Workers set up for that purpose. A majority decision of the committee, upon written notice being served on the parties concerned, shall be binding. If the parties are unable to agree, a Conciliation Commissioner shall act as chairman and exercise a casting vote.

(c) Female night cooks, diet cooks, and doctors' cooks shall be paid at least the wage of the second cook employed in the main kitchen of the institution in which they are employed, provided that they shall not be paid more than the rate prescribed for the second female cook in a kitchen where 401 to 500 are subsisted.

(d) Female general hand: £8 13s. 2d. per week.

Not more than one female general hand may be employed in each kitchen, who shall not exceed 16 hours per week at kitchen work. Where the hours worked by such general hand exceed 16 in any one week in the kitchen, she shall be paid the kitchen rate provided in the award.

Except as provided in subclauses (a) and (b) of this clause, in all institutions in which there are more than one kitchen, each kitchen shall be rated separately and the workers paid in accordance with the above schedule.

(e) 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 in such work shall be paid 5s. 5d. per week in addition to their ordinary wages, or 1s. 1d. per day for relieving workers.

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.

(f) Where males are employed in kitchens for which the schedule of wages provides for female workers, they shall be paid at a rate to be decided by the committee referred to in subclause (b) of this clause.

(g) *Male Workers*—

(i) In respect of males employed as orderlies, wardsmen, store-porters, cleaners, nightwatchmen, patrolmen, and other domestics:

	Per Week		
	£	s.	d.
First three months	11	15	9
After three months' service	12	2	10

For the purpose of this subclause a female worker employed as an orderly, shall count as a male worker.

(ii) Workers required to remain on call shall be paid 14s. 7d. 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. 11d. per day. Workers called back under this clause shall be paid for the time worked at overtime rates.

(iii) Workers engaged or appointed as head orderlies or deputy head orderlies shall be paid not less than the following rates of wages:

	Head Per Week			Deputy Per Week		
	£	s.	d.	£	s.	d.
If in control of up to 10 male workers	12	17	2	12	10	0
If in control of up to 20 male workers	13	0	8	12	13	6
If in control of up to 30 male workers	13	11	5	12	17	2
If in control of up to 40 male workers	14	5	8	13	4	3
If in control of up to 60 male workers	14	19	11	13	11	5
If in control of up to 80 male workers	15	12	4	13	17	8
81 or more	16	4	3	14	3	10

For the purpose of this subclause a female worker employed as an orderly shall count as a male worker.

(iv) Orderlies employed on male nursing duties and/or employed as psychiatric patient attendants shall be paid 14s. 7d. per week in addition to their ordinary weekly wage, or 2s. 11d. per day for relieving workers.

Orderlies undertaking the preparation of patients for operations shall be paid 2s. 11d. per day in addition to their ordinary wage for each day upon which they perform such work.

Orderlies required to carry out the duties of dressing, undressing and lifting patients in and out of baths shall be paid an allowance of 1s. 6d. per day.

(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 9s. 2d. per week in addition to the rate prescribed in paragraph (i) of this subclause, or 5s. 10d. per day for relieving workers:

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Sterile skin preparations for medical and surgical operations, surgical dressing, catheterisation, irrigation, prostate massage, V.D. clinics, out-patient clinics for haemorrhoids, varicose veins, and strictures.

- (vi) Any worker objecting to employment in a mortuary or operating theatre shall not be compelled to perform such duties.
- (vii) Workers employed as a special watch shall be paid at 5s. 1d. per hour. Overtime rates shall not apply to these workers, regardless of the number of hours employed. This clause shall not apply to full-time workers.
- (viii) Male domestic workers required to undertake special duties in the theatre, mortuary, X-ray department, physiotherapy department, clinic, laboratory, dispensary, or plaster department, or called upon to dispose of sputum or clean sputum-containers, shall be paid 7s. 6d. per week in addition to the rate prescribed in paragraph (i) of this subclause, or 1s. 6d. per day for relieving workers.

Orderlies required to remove bodies from ward to mortuary or required to assist in restraining alcoholics, mental defectives and cases suffering from head injuries shall be paid the extra payments provided for in this subclause.

- (ix) Workers required to handle infectious linen or bedding or bedding material including pillows, or required to decontaminate soiled linen shall be paid 14s. 7d. per week in excess of the ordinary week's wages whilst employed on those duties or 2s. 11d. per day when so employed.
- (x) When workers are employed emptying at the incinerator or burning refuse from a hospital, other than by automatic means or are required to attend to boilers, they shall be paid 1s. 6d. 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.

Workers cleaning out grease traps or foul drains shall be paid an allowance of 2s. 4d. per day.

- (xi) The allowances prescribed in paragraphs (ii) and (x) shall be cumulative with any one of the payments prescribed in paragraphs (iv), (v), (viii) and (ix) of this subclause, but the provisions of the last-named four paragraphs shall not be cumulative.
- (h) *Female Workers*—

- (i) In respect of females employed as wardsmails, housemaids, waitresses, pantrymaids, laundresses, seamstresses, linen-maids, telephonemaids, cleaners, and other female domestics other than kitchenmaids:

	Per Week		
Wages	£	s.	d.
.....	8	7	6

Provided that the minimum rate for female workers under the age of 17, other than cooks and kitchenmaids, shall be £1 5s. per week less than the rate prescribed above.

- (ii) Head waitress, where five or more waitresses are employed 7s. 6d. per week extra, or 1s. 6d. per day for relieving workers.

- (iii) Relieving head waitress, where five or more waitresses are employed 3s. 9d. per week extra, or 9d. per day for relieving workers.
- (iv) Any female domestic worker other than a kitchen worker placed in charge of at least five other workers shall be paid 7s. 6d. per week extra, or 1s. 6d. per day for relieving workers.
- (v) Workers required to handle infectious linen or bedding or bedding material including pillows, or required to decontaminate soiled linen shall be paid 14s. 7d. per week in excess of the ordinary week's wages whilst employed on those duties, or 2s. 11d. per day when so employed.
- (vi) Female domestics whilst employed as psychiatric attendants 7s. 6d. per week in addition to the ordinary wage, or 1s. 6d. per day for relieving workers.
- (vii) Workers required to remain on call shall be paid 14s. 7d. 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. 11d. per day. Workers called back under this clause shall be paid for the time worked at overtime rates.  
This paragraph shall be cumulative with any one of paragraphs (iii), (iv), (v) and (vi), of this subclause, but the provisions of the last-named four paragraphs shall not be cumulative.
- (viii) 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, but notwithstanding the provisions of this subclause all seamstresses and laundry workers employed by institutions not covered by the Seamstresses' or Laundry Workers' awards shall be deemed to be covered by this award and given the wages and conditions prescribed herein.
- (ix) No female worker shall be required to handle unassisted large main meal trolleys.

#### *Casual and Part-time Labour*

9. (a) All workers employed by the day in a casual capacity shall be paid at the rate of ordinary time plus 20 per cent 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 prior 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 following rates:

Kitchen workers .....	.....	5s. per hour.
Other workers .....	.....	4s. 10d. per hour.

Notwithstanding the above, part-time cooks may be employed under this clause in kitchens in which 50 or less are subsisted at a rate to be agreed upon in each instance between the union and the board.

(c) For work on Sundays and any of the holidays prescribed in clause 6 the rates prescribed in subclauses (a) and (b) of this clause shall be amended where necessary so that a casual or part-time worker shall receive not less than the appropriate rate for a full-time worker employed on such day.

(d) The employer shall collect all current union fees on behalf of the appropriate union from all workers employed under this clause.



*Board and Lodging*

10. (a) Board and lodging provided for any worker shall be valued for the purpose of this award at £1 15s. per week. Workers living out may arrange with the employer to be provided with meals while on duty.

			Per Week	
			s.	d.
One meal per day for five days	.....	.....	9	2
Two meals per day for five days	.....	.....	12	8
Over 10 meals per week	.....	.....	18	10
Meals for part-time workers	.....	.....	2	4 per meal

Whilst it is not obligatory on the employer to supply meals, workers employed on Sundays or statutory holidays may arrange with the employer to be provided with meals while on duty on these days at the rate prescribed herein for part-time workers.

The above mentioned amounts which may be deducted for meals, or for board and lodgings, shall be deemed to be varied to the extent that the rates of remuneration are varied by general orders made in future from time to time by the Court of Arbitration.

(b) Suitable facilities for changing shall be provided for non-resident staff, such facilities to include locking cupboards, and hand-basins with running hot and cold water, and clean towels or other suitable drying facilities, and the staff shall be required to use the same, provided that in respect to locking cupboards the workers shall pay for any replacement keys at the rate of 2s. 6d. per key.

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

(d) Suitable sitting-room accommodation, properly heated, lighted and ventilated, shall be provided for resident staff, and no restrictions on their off-duty hours shall be imposed, except that staff shall be required to be in their quarters by midnight unless late leave has been granted.

*Transfer of Workers*

11. (a) Wherever a rearrangement of duties shall occur and a worker is transferred to any class of work other than that on which he is usually employed, he shall be paid not less than the wages he is receiving at the time of transfer: Provided that if the work to which he is transferred is paid for at a higher wage, he shall be paid at such higher wage.

The duties of a porter or orderly shall include work in or about a hospital store-room.

(b) Wherever a rearrangement of duties shall occur and a worker is transferred to another institution controlled by the same employer, such worker shall be paid any additional fares incurred in travelling backwards and forwards to his employment, and the additional travelling-time shall be taken into account and treated as part of the worker's working-hours.

(c) The above provisions shall not apply in the case of a worker transferred at his or her own request.

*Sick Leave*

12. After six months' continuous service with the same employer, a worker shall be entitled to leave on pay for up to two weeks of sickness in each complete year of service: Provided that after the first year of employment sick leave shall accumulate at the rate of two weeks for each complete year of continuous service, with a total entitlement of 26 weeks over the whole period of employment. The employer may require a medical certificate as proof of illness in all cases but a medical certificate must be produced if the period of sickness extends beyond three working days.

Where a cleaning contractor takes over the employment of staff from a hospital board or from another cleaning contractor without interruption in the continuity of work, continuous service with that board or the other cleaning contractor shall, for the purpose of this clause, be deemed to have been service with the contractor: Provided that the board shall be liable for sick leave accumulated prior to the transfer.

#### *Medical and Surgical Treatment*

13. Every worker shall be entitled to medical and surgical treatment as provided for in any general by-laws and regulations of the employer or in accordance with the established practice for the treatment of staff in the institution where the worker is employed.

#### *Uniforms and Aprons*

14. (a) 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.

(b) Where a hospital board requires domestic staff to wear uniforms, it shall also provide and launder uniforms for staff employed by cleaning contractors. Such uniforms shall remain the property of the board.

(c) Workers required to work outside in bad weather shall be supplied with oilskins, caps, and gumboots, and waterproof aprons shall be supplied to laundry workers.

(d) Workers when required to scrub or wash out with caustic soda or similar corrosive cleaning agent, shall be supplied by the employer with gumboots, or shall be paid in lieu thereof a boot allowance of 1s. per week.

#### *Terms of Employment*

15. (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, and where practicable within working hours. Each worker shall be supplied with written details showing how his wages are made up. There shall be no unnecessary delay in the payment of wages due.

(c) Except as otherwise specially provided in this award, no deduction shall be made from the weekly wages except for time lost through default of a worker. At the termination of the employment all wages and other payments due under this award shall be paid without delay.

(d) Seven consecutive 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.

Where the required notice is not given, the person improperly terminating the service shall pay or forfeit one week's wages or the value of the unexpired period of notice as the case may require.

(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.

(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 to the worker one week's 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 one week's 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 10 minutes' duration shall be allowed to each worker during the forenoon and afternoon of each day within the employer's time and without deduction from wages.

(j) It is 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 either 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. Any such worker who uses his own transport on such occasions shall be paid an allowance of 1s. per day.

(l) Workers other than cooks employed on the night-shift shall be paid 10s. 10d. 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 2s. 2d. per night.

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

#### *Distant Engagement*

16. (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 13 weeks of his commencing work or if the worker shall of his own volition, and through no fault of the employer, leave the employment within 13 weeks of his 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.

(c) If the worker should be discharged by the employer, otherwise than under the circumstances mentioned in subclause (b) of this clause, 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 13 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 expenses.

(d) 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.

(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*

17. 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.

#### *Workers to be Members of Union*

18. (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 14 days without becoming a financial member of the union.

(c) The local secretary or organising secretary shall be permitted to interview workers at their place of employment on any one day in each week at a suitable time to be arranged between the employer and the secretary of the union.

(d) Employers shall, if requested by the organising secretary of the union, supply him with a list of the names of the members of the staff, such application to be made not more often than once each month.

(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.)

#### *Disputes*

19. The essence of this award being that the work of the employers 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 the award, or any of them, as to any matter whatever arising out of or connected therewith and not specifically dealt with in the 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 two representatives of the New Zealand Federated Hotel, Hospital, Restaurant, and Related Trades' Employees' Industrial Association of Workers and two 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.

#### *Under-rate Workers*

20. (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.

#### *Fire Precautions*

21. Staff may be instructed in fire-fighting methods and in the use of fire-fighting appliances and the location of fire-escapes.

It is agreed that all staff will do their utmost to prevent fire and render whatever assistance is possible to ensure the safety of patients and staff in the event of fire.

#### *General*

22. This award shall not operate to reduce the wage of any worker while he remains in his present position of employment.

#### *Copy of Award*

23. 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, and a statement of the holidays and the working-hours of each of the workers, and a copy of this award.

#### *Application of Award*

24. 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*

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

*Term of Award*

26. This award shall come into force on the day of the date hereof and shall continue in force until the 1st day of October 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 1st day of April 1960.

[L.S.]

A. TYNDALL, Judge.

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## MEMORANDUM

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

The assessors wish it to be recorded that the method of incorporation of the effect of the current general order as agreed upon, is due entirely to the special circumstances applicable to employment under this award.

A. TYNDALL, Judge.

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