

NELSON COLLEGE COUNCIL OF GOVERNORS EMPLOYEES—  
INDUSTRIAL AGREEMENT

*[Filed in the Office of the Clerk of Awards, Nelson]*

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 27th day of June 1962 between the Nelson College Council of Governors (hereinafter referred to as "the employer") of the one part and the Nelson Hotel, Hospital, Restaurant and Related Trades Employees Industrial Union of Workers' (hereinafter referred to as "the union") of the other part, wherein it was mutually agreed by and between the parties as set out below.

1. That the terms and conditions stipulations and provisions contained and set out in the Schedule hereto shall be binding on the said parties and that they shall be deemed to be and are hereby declared to form part of this agreement.

2. The said parties hereto shall respectively do observe and perform every matter and thing by this agreement and by the said terms conditions and stipulations and provisions but shall in all respects abide by and perform the same.

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SCHEDULE

*Application of Agreement*

1. This agreement shall apply to all workers engaged as kitchen staff waitresses domestic staff seamstresses caretakers and cleaners employed in or around those colleges within the jurisdiction of the Nelson College Council of Governors.

*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 employers: 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) Except in special circumstances the daily hours of work shall be worked within a span of 13 consecutive hours, and workers shall not be brought back to work after their day's work is finished until after an interval of at least 11 hours. Any period during which a worker is required to work after the expiration of 13 hours from his starting time or within 11 hours of his previous finishing time shall be deemed to be overtime and shall be paid for at overtime rates specified in clause 3 hereof in addition to his ordinary weekly wages.

(c) 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 sub-clause (f) of Clause (14) in which case the period may be extended to five and one half hours.

#### 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. Two days holiday within each week shall be allowed to each worker covered by this agreement and any worker who is required to work on one or both of his weekly holidays shall be paid overtime rates in accordance with sub-clause (a) clause 3 of this agreement 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.

#### Special Holidays

6. (a) Employees who work on Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, shall be paid one extra days 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 days pay in addition to his weekly wage.

#### Annual Holidays

7. Annual holidays shall be allowed in accordance with the Annual Holidays Act.

#### Wages

8. (a) *Cooks and Kitchen Hands*—The following are the minimum weekly wages:

	Female Rate			Male Rate		
	Per Week			Per Week		
	£	s.	d.	£	s.	d.
<i>Nelson College</i> —						
First cook .. ..	11	19	9	14	8	7
Second cook .. ..	11	4	10	13	4	10
Kitchen assistants .. ..	9	1	9	12	9	10
<i>Nelson College for Girls</i> —						
First cook .. ..	11	5	7	13	16	2
Second cook .. ..	10	9	10	13	3	4
Kitchen assistants .. ..	9	1	9	12	9	10

(b) *Female Workers*—

- (i) In respect of females employed as waitresses, pantrymaids, seamstresses, linen maids, cleaners and other female domestics other than kitchen maids: Wages £8 12s. 6d. per week.

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

- (ii) Head waitress, where five to nine waitresses are employed, 7s. 6d. per week extra.

(c) Caretakers and cleaners not otherwise covered in sub-clauses 8 (a) and (b) are to be paid at the rate settled from time to time by the Department of Education for payment of caretakers and cleaners employed as full or part-time caretakers and cleaners by the Board.

*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) Part-time workers except caretakers and cleaners shall be paid the following rates:

			s.	d.
Kitchen workers	..	..	5	0 per hour
Other workers	..	..	4	10 per hour

(c) For work on Sundays and any of the holidays prescribed in clause 6 the rates prescribed in sub-clauses (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 agreement at £1 16s. 8d. per week. Workers living out may arrange with the employer to be provided with meals while on duty.

(b) Suitable facilities for changing shall be provided for non-resident staff, such facilities to include 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.

(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.

*Transfer of Workers*

11. 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 except where the worker is transferred at his own request, such request to be in writing.

*Sick Leave*

12. After six months' continuous service with the same employer a worker shall be entitled on production of a medical certificate to leave on pay for up to one week of sickness in each complete year of service. Sick leave is non-cumulative.

*Uniforms and Aprons*

13. 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.

*Terms of Employment*

14. (a) Except as otherwise specially provided in this Agreement 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 Agreement.

(b) Wages shall be paid in full weekly or fortnightly or at such other times 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 agreement 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 agreement 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 weeks 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) 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.

(g) It is a condition of employment under this agreement 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.

*Workers to be Members of a Union*

15. (a) Any adult person engaged or employed in any position or employment subject to this agreement by any employer bound by this agreement shall, if he is not already a member of a union of workers bound by this agreement become a member of such union within 14 days after his engagement, or after this clause comes into force; as the case may require.

(b) Subject to sub-clause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by the agreement so long as he continues in any position or employment subject to this agreement.

(c) Every worker obliged under sub-clause (a) hereof to become a member of a union who fails to become a member, as required by that sub-clause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with sub-clause (b) hereof commits a breach of this agreement.

(d) Every employer bound by this agreement commits a breach of this agreement if he continues to employ any worker to whom sub-clause (a) and (b) apply, after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purpose of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this agreement.

(NOTE—Attention is drawn to section 174H of the Industrial Conciliation and Arbitration Act 1954, which gives to workers the right to join the union.)

#### *Disputes*

16. The essence of this agreement being that on no account whatsoever shall the work be impeded, any dispute in connection with any matter not provided for in this agreement shall be settled between the employer 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 or other person mutually agreed upon who may either decide the same or refer the matter to the Court. Either party if dissatisfied with the decision of the Commissioner or such other person may appeal to the Court upon giving written notice of such appeal to the other party within 14 days after such decision shall have been communicated to the party desiring to appeal.

#### *Agreement*

17. The employers shall at all times cause the agreement to be exhibited and maintained in a conspicuous place and in such a position as to be easily read by the employee.

#### *Accidents*

18. Employers shall provide an adequate and modern first aid emergency case fully equipped in a convenient and accessible place to workers.

#### *Right of Entry*

19. The secretary or other authorised officer of the union shall with the consent of the employer (which consent shall not be unreasonably withheld) be entitled to enter at all reasonable times upon the premises or works and there interview any workers but not so as to interfere with the employer's business.

#### *Application of Agreement*

20. This agreement shall apply to the original parties named herein.

#### *Terms of Agreement*

21. This agreement in so far as wages and special payments are concerned shall be deemed to have come into force on the 4th day of July 1962, and in so far as all other matters are concerned it shall come into force on the day of the date hereof

and shall continue in force until either party through their representatives serve notice that a new agreement is desired, within the limits specified in part five, section 103 (3) of the Industrial Conciliation and Arbitration Act 1954.

In witness whereof the parties hereto have executed these presents this 27th day of June 1962.

For and on behalf of Nelson College Council of Governors—

[L.S.]

BEATRICE DUNCAN, Governor.  
D. F. HORLOR, Governor.  
A. D. FOUNTAIN, Secretary.

Witness to the above signatures—R. L. Loach.

For and on behalf of the Nelson Hotel, Hospital, Restaurant and Related Trades Employees Industrial Union of Workers—

V. FORBES, President.  
E. PEARCE, Secretary.

Witness to the above signatures—P. Merritt.

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**NELSON COLLEGE COUNCIL OF GOVERNORS EMPLOYEES—VARIATION OF  
INDUSTRIAL AGREEMENT**

*[Filed in the Office of the Clerk of Awards, Nelson]*

AMENDMENT to the industrial agreement above, pursuant to the Industrial Conciliation and Arbitration Act 1954, dated this 30th day of January 1964 between the Nelson College Council of Governors (hereinafter referred to as “the employer”) of the one part and the Nelson Hotel, Hospital, Restaurant and Related Trades Employees Industrial Union of Workers’ (hereinafter referred to as “the union”) of the other part, wherein it was mutually agreed by and between the parties as set out below.

That the Nelson College Council of Governors Employees Industrial Agreement dated this 27th day of June 1962 and numbered 40 in the Book of Awards be amended as set out hereunder:

*Wages*

8. (a) *Cooks and Kitchen Hands*—The following are the minimum weekly wages:

	Female Rate Per Week			Male Rate Per Week		
	£	s.	d.	£	s.	d.
<i>Nelson College:</i>						
First cook .....	12	13	11	15	5	5
Second cook .....	11	18	7	14	1	0
Kitchen assistants .....	9	14	6	13	5	8
<i>Nelson College for Girls:</i>						
First cook .....	11	19	5	14	12	8
Second cook .....	11	3	3	13	19	6
Kitchen assistants .....	9	14	6	13	5	8

(b) *Female Workers:*

- (i) In respect of females employed as waitresses, pantrymaids, seamstresses, linen maids, cleaners and other female domestics other than kitchen maids: Wages £9 5s. per week.

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

- (ii) Head waitress, where five to nine waitresses are employed, 7s. 8d. per week extra.

(c) Caretakers and cleaners not otherwise covered in sub-clauses 8 (a) and (b) are to be paid at the rate settled from time to time by the Department of Education for payment of caretakers and cleaners employed as full or part-time caretakers and cleaners by the Board.

*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) Part-time workers except caretakers and cleaners shall be paid the following rates:

	s.	d.
Kitchen workers .....	5	4 per hour
Other workers .....	5	2 per hour

(c) For work on Sundays and any of the holidays prescribed in clause 6 the rates prescribed in sub-clauses (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 agreement at £2 per week. Workers living out may arrange with the employer to be provided with meals while on duty.

(b) Suitable facilities for changing shall be provided for non-resident staff, such facilities to include 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.



(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.

*Terms of Agreement*

21. This agreement in so far as wages and special payments are concerned shall be deemed to have come into force on the 16th day of September 1963 and so far as all other conditions of the agreement are concerned shall come into force on the day of the date hereof: and this agreement with all its amendments shall continue in force until either party through their representatives serve notice that a new agreement is desired within the limits specified in Part V, section 103 (3) of the Industrial Conciliation and Arbitration Act 1954.

In witness whereof the parties hereto have executed these presents this 30th day of January 1964.

For and on behalf of Nelson College Council of Governors:

G. K. CHAPMAN, Governor.

S. A. HAINES, Governor.

A. D. FOUNTAIN, Secretary.

Witness to the above signatures—R. E. Loach.

For and on behalf of the Nelson Hotel, Hospital, Restaurant and Related Trades Employees Industrial Union of Workers:

V. FORBES, President.

E. PEARCE, Secretary.

Witness to the above signatures—P. R. Merritt.