

NEW ZEALAND LICENSED-HOTEL CLERICAL WORKERS—AWARD

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

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 Clerical and Office Staff Employees Industrial Association of Workers (hereinafter called “the union”) and the undermentioned association, unions, and persons (hereinafter called “the employers”):

The Hotel Association of New Zealand Industrial Association of Employers, Dominion Life Building, Victoria Street, Wellington.

NORTHERN INDUSTRIAL DISTRICT

Auckland Hotel Association Industrial Union of Employers, 5 Princes Court, Princes Street, Auckland.
 Esplanade Hotel, The Licensee, Victoria Road, Devonport, Auckland.
 Hamilton Hotel, The Licensee, 34 Victoria Street, Hamilton.
 Mount Wellington Trust Hotel, The Licensee, Main Highway, Panmure, Auckland.
 Princes Gate Tourist Hotel, The Licensee, 1 Arawa Street, Rotorua.
 Pukekohe Hotel, The Licensee, Pukekohe.
 Royal International Hotel, The Licensee, Victoria Street West, Auckland.
 Station Hotel, The Licensee, 131 Beach Road, Auckland.
 Te Awamutu Hotel, The Licensee, 13 Sloane Street, Te Awamutu.

TARANAKI INDUSTRIAL DISTRICT

Central Hotel, The Licensee, 23 Union Street, Hawera.
 Criterion Hotel, The Licensee, 63 Devon Street West, New Plymouth.
 Imperial Hotel, The Licensee, Currie Street, New Plymouth.

WELLINGTON INDUSTRIAL DISTRICT

Commercial Hotel, The Licensee, 92 The Square, Palmerston North.
 Masonic Hotel, The Licensee, Marine Parade, Napier.
 Midland Hotel, The Licensee, 163 Lambton Quay, Wellington.
 Rutland Hotel, The Licensee, 34 Victoria Avenue, Wanganui.
 Wellington Hotel Association Industrial Union of Employers, Dominion Life Building, Victoria Street, Wellington.

MARLBOROUGH INDUSTRIAL DISTRICT

Barry's Hotel, The Licensee, High Street, Blenheim.
 Clarendon Hotel, The Licensee, Nelson Square, Picton.
 Criterion Hotel, The Licensee, 2 Market Street North, Blenheim.

NELSON INDUSTRIAL DISTRICT

Central Hotel, The Licensee, Trafalgar Street, Nelson.
 Hampden Hotel, The Licensee, Murchison.
 Hotel Nelson, The Licensee, Trafalgar Street, Nelson.
 Junction Hotel, The Licensee, Commercial Street, Takaka.
 Motueka Hotel, The Licensee, High Street, Motueka.
 Railway Hotel, The Licensee, Gladstone Road, Richmond.

WESTLAND INDUSTRIAL DISTRICT

Albion Hotel, The Licensee, Mawhera Quay, Greymouth.
 Black and White Hotel, The Licensee, Palmerston Street, Westport.
 Fox Glacier Hotel, The Licensee, Fox Glacier.
 Hotel Reefton, The Licensee, Broadway, Reefton.
 Hotel Westland, The Licensee, Weld Street, Hokitika.
 Revington's Hotel, The Licensee, Tainui Street, Greymouth.

CANTERBURY INDUSTRIAL DISTRICT

Ashburton Licensing Trust, Baring Square West, Ashburton.
 Canterbury Hotel Association Industrial Union of Employers, 153 Hereford Street,
 Christchurch.

Clarendon Hotel, The Licensee, 78 Worcester Street, Christchurch.

Dominion Hotel, The Licensee, Stafford Street, Timaru.

Royal Hotel, The Licensee, Shearman Street, Waimate.

Warner's Hotel, The Licensee, Cathedral Square, Christchurch.

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT

City Hotel, The Licensee, 99 Princes Street, Dunedin.

Clutha Licensing Trust, Balclutha.

Criterion Hotel, The Licensee, 475 Moray Place, Dunedin.

Dunedin Hotel Association Industrial Union of Employers, Skinners Building, 33 Jetty
 Street, Dunedin.

Hotel Alexandra, The Licensee, Tarbert Street, Alexandra.

Invercargill Licensing Trust, 29 Esk Street, Invercargill.

Law Courts Hotel, The Licensee, 53 Stuart Street, Dunedin.

Mataura Licensing Trust, Mersey Street, Gore.

Oamaru Licensing Trust, Thames Street, Oamaru.

Railway Hotel, The Licensee, Princes Street, Riverton.

Wain's Hotel, The Licensee, 310 Princes Street, Dunedin.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, 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 18th day of December 1966 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 18th day of June 1965.

[L.S.]

A. P. BLAIR, Judge.

SCHEDULE

Industry to Which Award Applies

1. This award shall apply to clerical workers wholly or substantially employed in the offices of licensed hotels and any other establishments such as trust controlled retail licensed establishments.

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	11	1	0	9	16	0	8	18	6	8	3	6	7	11	6
Where four clerical workers are employed	10	5	0	9	6	6	8	11	6	8	3	6			
Where three clerical workers are employed	9	9	6	8	11	6	8	3	6						
Where two clerical workers are employed	9	1	6	8	8	0									
Where one clerical worker is employed	8	17	6												
Males	13	18	0												

Any worker upon completing one year's continuous service with the same hotel or with the same employer shall be paid 5s. 6d. per week in addition to the wages set out herein.

(b) In addition to the above wages, every worker shall be entitled to board and lodging 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 £1 1s. 9d. per week in lieu thereof.
- (iv) Where meals are not provided, workers shall receive a meal allowance of £2 3s. 6d. per week in lieu thereof.
- (v) Where meals are not provided on their days off, workers shall be paid a further sum of 6s. 3d. per day.
- (vi) Workers under this award shall be permitted to use the staff sitting room as provided for under the provisions of the New Zealand Licensed Hotels' Employees' Award in force for the time being.

(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 in cases where the employer does not launder such uniforms or smocks, he shall pay to the worker 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 wage.

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) Shifts may be worked as required. A straight shift is where the day's work is interrupted by not more than two meal periods which shall not exceed one hour each. Eight hours' work within 10 hours shall constitute a straight shift.

(c) Where the employer does not provide accommodation, workers employed on broken shifts shall be paid 8s. 6d. above the ordinary weekly wage provided in this award.

(d) An allowance of 3s. per shift shall be paid, in addition to the ordinary weekly wage, for any shift commencing after 12 noon.

(e) (i) In the case of illness or extreme emergency any employer covered by this award may require his employees to work on one or both of the usual weekly holidays.

(ii) Where a worker is required to work on one of the 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.

(iii) Where the services of a casual worker as provided in clause 9 of this award are not immediately available, a regular employee may, by agreement between the employer and the worker concerned, be employed for a service of two hours on any of his or her weekly days off: Provided always that such time shall be paid for at double time rates in addition to the weekly wage, and provided, further, that should such employment exceed the two hour period the provisions of paragraph (ii) of this subclause shall apply.

(iv) Nothing in this subclause shall permit of the employment of a worker for more than 40 hours in any one week without payment of overtime.

(f) Any worker required to commence work after the cessation of public wheeled traffic or before the ordinary time of starting such traffic, and any worker who may work continuously until after the cessation of public wheeled traffic and cease work before the ordinary time of starting such traffic shall be conveyed to and from his home at the expense of the employer or shall be paid for time reasonably occupied in travelling, at ordinary rates of pay. For the purpose of this award "public wheeled traffic" shall mean trams, buses, trains, or ferries ordinarily used by such workers travelling to or from their work.

(g) "Week" shall mean the working or pay week operating in each establishment.

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 ablation facilities shall be provided in all hotels for the use of office staff. In conjunction with ablation facilities, means of drying shall be provided and where towels are supplied these shall be in such a form as shall allow of exclusive use by each worker.

(NOTE—Attention is drawn to the provisions of the Shops and Offices Act 1955 and its regulations in respect to staff amenities and safety, health, and welfare generally.)

(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. Workers employed prior to 7.30 a.m. shall be supplied with early morning tea on commencement.

(c) Cloakroom 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 after five years' continuous service with the same employer each worker shall for the sixth and subsequent years 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 a licence of an hotel, workers may be continued in the employment by the new licensee, who may in such cases, by mutual agreement with the outgoing licensee, accept liability for compliance with the requirements of the Annual Holidays Act in respect of any holidays due at the time of transfer to such employees so retained in employment in the hotel. Any such arrangement shall be notified immediately to the secretary of the local union by the incoming licensee.

(vi) When a worker is normally employed on Saturday and/or Sunday as part of the ordinary working week, the special payments provided for in clause 2 of this award shall be taken into account when computing the annual holiday pay.

(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.

(ii) Except in the case of Anniversary Day where a single holiday is transferred to another date, workers employed on both or either of those days shall be paid one day's extra pay as prescribed herein.

Where two holidays are transferred to two other dates, workers employed on any one of those four days shall be paid one day's extra pay as prescribed herein, and workers employed on two or more of those four days shall be paid two days' extra pay as prescribed herein.

(iii) The abovementioned payments shall not exempt the employer from paying to his employees the special rates prescribed for Saturday and Sunday work.

(iv) Where one of the special holidays above referred to falls on the day of a worker's weekly holiday, such worker shall have an additional day added to his annual leave, or such other day as may be mutually agreed for each day involved.

(v) When a worker is normally employed on Saturday or Sunday as part of the ordinary working week, the special payments provided for in clause 2 hereof shall be taken into account when computing the special day pay.

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

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

(iii) *Change of Holidays*—The employer shall, except in exceptional circumstances previously approved by the Inspector of Awards, give seven days' notice in writing to a worker of any change in his weekly holidays.

Part-time Workers

7. Part-time workers may be employed within the terms of this award under the following conditions:

- (a) Where the employer does not regularly require the services of a worker for the full period of 40 hours per week, or such other number of ordinary hours as is normally worked by clerical workers in the particular establishment, he shall pay such workers *pro rata* the appropriate scale of salary plus 10 per cent.
- (b) Where a worker is unable to accept full-time employment the employer shall pay *pro rata* the appropriate scale salary.
- (c) The proportion of part-time workers to full-time workers shall not exceed one part-time worker to each two or fraction of two full-time workers employed, provided that each establishment shall be permitted to employ one part-time worker.
- (d) Workers under this clause shall not be employed for more than 30 hours in any one week nor less than two hours on any one day.
- (e) The employer shall notify the union of the employment of any part-time worker within 48 hours of the commencement of the employment.
- (f) These provisions shall not be used for the purpose of reducing the hours of work or the earnings of any worker.

Travelling Expenses

8. (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

9. 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.

Record of Service

10. Each worker 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

11. (a) Except in the case of casual workers, the employment shall be a weekly one and one week's notice of termination of the employment shall be given by either party.

If an employer dismisses a worker without notice he shall pay the worker one week's wages in lieu thereof, but this shall not apply to nor affect the employer's right to summarily dismiss a worker without notice for misconduct including dishonesty or drunkenness.

If a worker leaves his employer's service without notice or is dismissed for dishonesty or drunkenness he shall forfeit one week's wages.

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

Unqualified Preference

12. (a) Any adult person engaged or employed in any position or employment subject to this award by any employer bound by this award shall, if he is not already a member of a union of workers bound by this award, 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 subclause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this award so long as he continues in any position or employment subject to this award.

(c) Every worker obliged under subclause (a) hereof to become a member of a union who fails to become a member, as required by that subclause, 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 subclause (b) hereof commits a breach of this award.

(d) Every employer bound by this award commits a breach of this award if he continues to employ any worker to whom subclauses (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 purposes 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 award.

(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.)

Under-rate Workers

13. (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.

Disputes

14. 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 whatsoever 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 employer 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.

Timetable

15. A timetable 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

16. 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 Book

17. (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 the worker concerned shall sign such record.

(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.

Application of Award

18. 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

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

Term of Award

20. 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 29th day of March 1965, and so far as all other provisions of the award are concerned, it shall come into force on the day of the date hereof; and this award shall continue in force until the 18th day of December 1966.

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 18th day of June 1965.

[L.S.]

A. P. BLAIR, Judge.

MEMORANDUM

The matters referred to and settled by the Court related to wages (cl. 2 (a) and (b) (iii), (iv) and (v)), hours of work (cl. 3), overtime (cl. 4 (a)), holidays (cl. 6 (a) (vi) and (b) (v)), claims and counter-proposals concerning payment for sickness, etc., and term of award, including the operative date of wage provisions.

Upon being satisfied by supporting documentary evidence that an unqualified preference provision has been agreed to by all the assessors in accordance with section 174B of the Industrial Conciliation and Arbitration Act 1954 (as enacted by the Industrial Conciliation and Arbitration Amendment Act 1961), the Court has inserted clause 12 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. P. BLAIR, Judge.