

NELSON COLLEGE COUNCIL OF GOVERNORS EMPLOYEES – VARIATION
OF INDUSTRIAL AGREEMENT

Amendment of the industrial agreement above, pursuant to the Industrial Conciliation and Arbitration Act 1954, dated this 25th day of September, 1970 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 number 40 in the Book of Awards be amended as set out hereunder:

HOURS OF WORK

2. (a) The ordinary hours of work shall not exceed 40 in any 1 week without payment of overtime, and shall be made up of five shifts not exceeding 8 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 1 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 \$1.05 per week in excess of the ordinary weekly wages provided in this award, or 21 cents per day for relieving, casual, or part-time workers.

(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 3 hours and double time thereafter. All overtime shall be calculated and paid for on a daily basis. 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 5 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 (f) of clause (14) in which case the period may be extended to 5½ hours.

SATURDAY AND SUNDAY PAY

4. (a) When a worker is required to perform work on any Saturday he shall in addition to his ordinary rate of pay, be paid for the time worked on such Saturday at not less than 50 per cent of the ordinary rate.

(b) 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 rate 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.

ANNUAL HOLIDAYS

7. (a) Except as otherwise provided, every worker shall at the end of each year of his employment by any employer become entitled to an annual holiday of two weeks paid on the basis of the worker's average weekly taxable earnings provided that the holiday pay does not exceed the worker's ordinary pay plus 30 per cent and provided, further, that in no case shall the holiday pay be less than the worker's ordinary pay at the time of taking the holiday. For the purpose of calculating a worker's average weekly taxable earnings for the year the employer may fix a close-off date other than the anniversary date of the worker's commencement of employment.

(b) Upon completion of five years' continuous service with the same employer each worker shall for the fifth and subsequent years be entitled to an annual holiday of three weeks instead of two weeks paid as prescribed in subclause (a) of this clause. 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 other cleaning contractor shall, for the purpose of this clause, be deemed to have been service with the contractor.

(c) In lieu of the annual holiday provided in subclause (a) and (b) of this clause, orderlies permanently employed as patient attendants in a psychiatric ward shall be allowed a holiday of two weeks on pay on the completion of each six months' service.

(d) For the purpose of this clause lump sum special payments shall be excluded from the computation of average weekly taxable earnings, and ordinary pay shall be as defined in the Annual Holidays Act 1944.

(e) Where a holiday is taken in more than one period the amount payable under this clause shall be divided proportionately. Where a holiday is allowed wholly or partly in advance of the date fixed by the employer as provided in subclause (a) of this clause it shall be sufficient compliance with this clause for payment to be assessed on the percentage formula prescribed in subclause (f) of this clause subject to final adjustment and payment of any remainder after that date, provided that in no case shall the holiday pay be less than the worker's ordinary pay at the time of taking the holiday.

(f) Where the employment of any worker is terminated at the end of a period of employment which is not less than three weeks but less than one year, the employer shall forthwith pay to the worker, in addition to all other amounts due to him, an amount equal to 4 per cent of his gross taxable earnings but not exceeding 5.2 per cent of his gross ordinary pay for that period of employment.

(g) Where the period of employment is less than three weeks the amount to be paid as proportionate holiday pay shall be as prescribed by the Annual Holidays Act 1944.

(h) Where it is customary for any employer to allow annual holidays to his workers or to any class of his workers during a period in each year when his premises are closed, or the work of those workers is for any reason discontinued, and at the date of the commencement of any such period any such worker has not become entitled to an annual holiday then the worker shall not be entitled to any wages for two weeks following that date, but the employer shall before that date pay to him, in addition to all other amounts due to him, an amount equal to 4 per cent of his gross taxable earnings but not exceeding 5.2 per cent of his gross ordinary pay for the period of his employment up to that date, and the next year of his employment shall be deemed to commence on that date.

(i) Where a worker is entitled to an annual holiday of three weeks instead of two weeks the provisions of subclauses (f) and (h) of this clause shall be modified to provide payment of any amount equal to 6 per cent of the worker's gross taxable earnings but not exceeding 7.8 per cent of his gross ordinary pay for the period of his employment.

(j) 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.

(k) Service shall be deemed to be continuous, notwithstanding that it may have been interrupted by reason of the worker's temporary absence on account of sickness or injury not arising out of or in the course of his employment: Provided that any such period 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.

(l) 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.

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

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

SPECIAL HOLIDAYS FOR LONG SERVICE

8. (a) A worker shall be entitled to special holidays as follows:

- (i) One special holiday of two weeks after the completion of 20 years and before the completion of 30 years of continuous service with the same employer.
- (ii) One special holiday of three weeks after the completion of 30 years and before the completion of 40 years of continuous service with the same employer.
- (iii) One special holiday of five weeks after the completion of 40 years' continuous service with the same employer.

(b) Should a worker have completed 30 years of continuous service with the same employer prior to the date of this award he shall not be entitled to the special holiday provided in paragraph (i) of subclause (a) of this clause. Should a worker have completed 40 years of continuous service with the same employer prior to the date of this award he shall not be entitled to the special holiday provided in paragraph (i) or (ii) of subclause (a) of this clause.

(c) All such special holidays provided for in subclause (a) of this clause shall be on ordinary pay as defined by the Annual Holidays Act 1944 and may be taken in one or more periods and at such time or times as may be agreed by the employer and the worker.

(d) If a worker having become entitled to a special holiday leaves his employment before such holiday has been taken he shall be paid in lieu thereof.

(e) The provisions of this clause shall not apply where an employer has in operation or brings into operation an alternative scheme for rewarding service, which is not less favourable to the worker than the foregoing, including any bonus or gratuity or superannuation scheme (whether or not such scheme is solely at the cost of the employer, but at no less cost to the employer than the cost involved in providing special holidays under this clause).

WAGES

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

	Female Rate per Week	Male Rate per Week
Nelson College—		
First cook	\$37.93	\$40.93
Second cook	\$36.04	\$37.93
Kitchen assistants	\$26.66	\$36.00
Nelson College for Girls—		
First Cook	\$36.14	\$39.37
Second Cook	\$34.17	\$37.74
Kitchen assistants	\$26.66	\$36.00

9. (g) Female Workers—

- (i) In respect of females employed as wardsmajds, housemajds, waitresses, pantrymajds, laundresses, seamstresses, linenmajds, telephone majds, cleaners, and other female domestics other than kitchenmajds \$26.28 per week.

Provided that the minimum rate for female workers under the age of 17, other than cooks and kitchenmajds, shall be \$3 per week less than the rate prescribed above.

- (ii) Any female domestic worker other than a kitchen worker placed in charge of five to nine other workers shall be paid \$1.80 per week extra.

(h) Caretakers and cleaners not otherwise covered in subclause (a) and (g) 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

10. (a) All workers employed by the day in a casual capacity shall be paid at the rate of ordinary time plus 20 percent 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 5 consecutive days.

- (b) Part-time workers except caretakers and cleaners shall be paid the following rate:
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| Female workers | 73.5 cents per hour |
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(c) For work done on Saturdays, Sundays and any of the holidays prescribed in clause 6 of this award the rates prescribed in subclause (a) and (b) of this clause shall be amended so that a casual or part-time worker shall be paid at the same hourly rate as a full time worker employed on such days in the same capacity.

(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

11. (a) Board and lodging provided for any worker shall be valued for the purpose of this award at \$6 per week. Workers living out may arrange with the employer to be provided with meals while on duty at a cost of 35 cents per meal. Whilst it is not obligatory on the employer to supply meals, workers employed on Sundays and statutory holidays may arrange with the employer to be provided with meals while on duty on these days at the rate prescribed.

The abovementioned 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 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

28. This agreement in so far as wages and special payments are concerned shall be deemed to have come into force on the first day of the pay week in each establishment commencing on or after the 18th day of March 1970, 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 five Section 103(3) of the Industrial Conciliation and Arbitration Act 1954.

In witness whereof the parties hereto have executed these presents this twentyfifth day of September 1970.

For and on behalf of Nelson College Council of Governors:

BEATRICE DUNCAN, Governor
G.J.C. SMITH, Governor
A.D. FOUNTAIN, Secretary.

Witness of the above signatures: M.E. Rizos

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

V.A. HOCKING, President
E. PEARCE, Secretary.

Witness to the above signatures: B.E. Martin.