

**TOURIST HOTEL CORPORATION OF NEW ZEALAND CLERICAL
EMPLOYEES'—VARIATION OF INDUSTRIAL AGREEMENT**

This industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 25th day of November, 1970, between the Tourist Hotel Corporation of New Zealand (hereinafter called "the employer") of the one part and the New Zealand Federated Clerical and Office Staff Employees Industrial Association of Workers (hereinafter called "the union") of the other part, whereby it is mutually agreed by and between the said parties as follows—

"That the Tourist Hotel Corporation of New Zealand Clerical Employees' Industrial Agreement dated 14th October 1966 shall be and is varied in manner as follows:—

Clause 1: By deleting the figure \$2759 and substituting \$2896.

Clause 3 (c): By deleting the figures 5/7 and substituting 75 cents.

Clause 4 (a): By deleting the figure 7 in the third line and substituting 8.

Clause 4 (b): By deleting the word 'fifth' in the third line and substituting 'third'

Clause 4 (b): By adding the following paragraphs:—

- (i) 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 4 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 plus 30% 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.

In calculating the worker's average weekly taxable earnings for the year, the close-off date shall be the end of the pay week, two weeks prior to the week in which the worker commences his annual leave.

- (ii) For the purpose of this clause, lump sum special payments shall be excluded from the computation of average weekly taxable earnings.
- (iii) 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 sub-clause (i) of this clause, it shall be sufficient compliance with this clause for payment to be assessed on the percentage formula prescribed in sub-clause (v) 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.
- (iv) 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 8% of his gross taxable earnings, but not exceeding 10.4% of his gross ordinary pay, as defined for that period of employment less \$2 per week for each week of his employment so as not to include the taxable living in rate.
- (v) 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.

(vi) Where a worker is entitled to an annual holiday of 5 weeks, an amount equal to 10% of his gross taxable earnings, but not exceeding 13.0% of his gross ordinary pay, as defined, for the period of his employment shall be paid, less \$2 per week for each week of his employment so as not to include the taxable living in rate.

(vii) The qualifying period of a workers holidays shall be taken from the date on which they originally commenced their employment or from the date on which their last holiday fell due and not from the date on which their last holidays were taken.

Clause 5 (a) By deleting all the rates in sub-clause (a) and substituting therefore the following—

Females at Head Office:	\$
1st Year	992
2nd Year	1160
3rd Year	1296
4th Year	1486
5th Year	1686
6th Year	1866
7th Year	2044
8th Year	2207
9th Year	2322
10th Year	2527

Where warranted by merit or responsibility, workers may proceed beyond the 10th Year rate as follows—

\$
2630
2783
2891

(b) By deleting all the rates in sub-clause (b) and substituting the following:—
In the case of Receptionists the following rates of pay shall apply and promotion between the grades shall be on merit at the discretion of the employer.

Grade 3: \$1355/\$1575 per annum. Automatic increments are to be paid at six monthly intervals as follows—

	\$
1st six months	1355
2nd six months	1405
3rd six months	1480
4th six months	1520
5th six months	1575

Grade 2: \$1800/\$1915 per annum. Increments are payable on merit at the discretion of the employer as follows—

	\$
1st step	1800
2nd step	1865
3rd step	1915

Grade 1: \$2050/\$2270 per annum. Increments are payable on merit at the discretion of the employer as follows—

	\$
1st step	2050
2nd step	2160
3rd step	2270

Assistant Managers:

\$2075/\$3045 per annum. Annual increments are payable automatically as follows—

	\$
Commence	2075
1st step	2310
2nd step	2525
3rd step	2740
4th step	2955
5th step	3045

Trainees:

\$1640/2035 per annum. Annual increments are payable automatically as follows—

	\$
Commence	1640
1st step	1760
2nd step	1865
3rd step	1975
4th step	2035

Clause 6 (a) By deleting the figures 5s. 0d. and substituting 60 cents.

Clause 19—Term of Agreement: This variation of agreement shall come into force in as far as it relates to wages on the 15th day of January 1970, and in all other matters on the date of signing by the parties, and shall continue in force until the thirtieth day of June 1971.

Dated this 25th day of November, 1970.

For and on behalf of: The Tourist Hotel Corporation of New Zealand—

L. S. DENNIS.

Witness to the above signature: J. E. Hopkirk.

For and on behalf of: The New Zealand Federated Clerical and Office Staff Employees' Industrial Association of Workers—

D. G. NOLAN.

Witness to the above signature: K. J. Carmody.