

NELSON COLLEGE COUNCIL OF GOVERNORS EMPLOYEES –
VARIATION OF INDUSTRIAL AGREEMENT

Amendment to the industrial agreement above, pursuant to the Industrial Conciliation and Arbitration Act 1954, dated this 2nd day of April, 1973 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 952 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 \$1.75 per week in excess of the ordinary weekly wages provided in this award, or 35 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 percent 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 agreement, 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 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.

ANNUAL HOLIDAYS

7. The previous provision of three weeks annual holidays after 5 years continuous service has been changed to 3 weeks annual holidays after two years continuous service to be given on the second and subsequent years.

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	54.25	59.11
Second Cook	51.77	53.25
Third Cook	49.30	54.05
Kitchen Assistants	41.75	53.00
Nelson College for Girls –		
First Cook	51.90	57.10
Second Cook	49.30	55.00
Kitchen Assistants	41.75	53.00

9. (g) Female Workers – (i) In respect of females employed as wardsmasids, housemaids, waitresses, pantrymaids, laundresses, seamstresses, linenmaids, telephone maids, cleaners, and other female domestics other than kitchenmaids \$41.25 per week.

Provided that the minimum rate for female workers under the age of 17, other than cooks and kitchenmaids, 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 \$2.50 per week extra.

(h) Caretakers and cleaners not otherwise covered in subclauses (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:

Female workers – \$1.07 per hour.

(c) For work on Saturdays, Sundays and any of the holidays prescribed in clause 6 of this agreement 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 agreement at \$8.50 per week. Workers living out may arrange with the employer to be provided with meal while on duty at a cost of 30 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 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 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.

SICK LEAVE

13. After six months' continuous service with the same employer a worker shall be entitled to sick leave on pay in accordance with the following schedule:

Length of Service	Total Period of Sick Leave Over Whole Length of Service
Over 6 months and up to 1 year	10 working days.
Over 1 year and up to 2 years	20 working days inclusive of days previously allowed.
Over 2 years and up to 3 years	30 working days inclusive of days previously allowed.
Over 3 years and up to 4 years	40 working days inclusive of days previously allowed.
Over 4 years and up to 5 years	50 working days inclusive of days previously allowed.
Over 5 years and up to 6 years	60 working days inclusive of days previously allowed.
Over 6 years and up to 7 years	70 working days inclusive of days previously allowed.
Over 7 years and up to 8 years	80 working days inclusive of days previously allowed.
Over 8 years and up to 9 years	90 working days inclusive of days previously allowed.
Over 9 years and up to 10 years	100 working days inclusive of days previously allowed.
Over 10 years and up to 11 years	110 working days inclusive of days previously allowed.
Over 11 years and up to 12 years	120 working days inclusive of days previously allowed.
Over 12 years and up to 20 years	130 working days inclusive of days previously allowed.
Over 20 years	170 working days inclusive of days previously allowed.
Over 30 years	250 working days inclusive of days previously allowed.

The employer may require a medical certificate as proof of illness in all case, but a medical certificate must be produced if the period of sickness extends beyond three working days.

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 1st day of the pay week in each establishment commencing on or after the 21st day of December, 1972, 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 Arbitration Act 1954.

In witness whereof the parties have executed these presents this 2nd day of April, 1973.

For and on behalf of Nelson College Council of Governors:

D. F. Horlor, Governor.
G. J. C. Smith, Governor.
A. D. Fountain, Secretary.

Witness to the above signatures – M. D. Paris.

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

W. T. T. Tyler, President.
E. Pearce, Secretary.

Witness to the above signatures – A. J. Sweney.