

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

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

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 1st day of July 1965, 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:

1. That the terms and conditions, stipulations and provisions contained and set out in the Schedule attached hereto shall be binding upon the said parties and 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, stipulations, and provisions respectively required to be done, observed, and performed and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations, and provisions but shall in all respects abide by and perform the same.

Definition—

- (a) For the purposes of this agreement the term “clerical worker” shall comprise those engaged wholly or substantially at one or more classes of the following work: Writing, typing, shorthand, attending telephones, receptionists, bookkeeping and office machine operating, receiving and/or paying out cash, workers employed in connection with the office administration of any of the foregoing classes; or on any other work relating to the correspondence, accounts or records of any establishment.
- (b) The term “Receptionists” used in the Schedule hereof shall be deemed to apply to and include all workers, other than assistant managers and trainees, to which this agreement applies who are employed in any hotel.
- (c) The term “Trainees” shall be deemed to apply to clerical workers whose conditions of service provide that they shall be trained in hotel management.

SCHEDULE

Clause 1

This agreement shall apply to clerical workers, employed by the Tourist Hotel Corporation of New Zealand, other than any worker whose salary (excluding overtime or special payments) is over £1,100 per annum.

Clause 2: Hours of Work

(a) The ordinary hours of work shall not exceed 40 per week nor eight per day to be worked on five days of the week, Monday to Friday inclusive, between the hours of 8 a.m. and 5 p.m.

(b) *Receptionists* may be rostered for work between the hours of 7.30 a.m. and 9 p.m. on any six days of the week. The ordinary hours of work for such workers shall not exceed 40 hours per week, nor eight hours per day, to be worked on not more than six days in any week, provided that to allow for shift changes not more than 42 ordinary hours and not more than 38 ordinary hours may be worked on alternate weeks.

(c) The ordinary hours of work for assistant managers and trainees shall be such hours as may be necessary to perform completely the duties of these employees.

Clause 3: Overtime

(a) All time worked in excess of the normal daily or weekly hours as prescribed in clause 2 (a) or 2 (b) shall be deemed to be overtime. Computation shall be on a daily basis and payment for overtime shall be at time and a half rates for the first three hours, thereafter at double time rates. When a worker having ceased duty for the day is, after one hour or more, called out to recommence duty after 9 p.m. or before 6 a.m., time so worked shall be paid for at double time rates with a minimum of three hours.

(b) Time worked on Saturdays in addition to the normal working hours shall be paid for at time and a half rates for the first three hours and double time thereafter, and time worked after noon on Saturdays shall be paid for at double ordinary rates. Time worked on Sunday shall be paid at double time rates, with a minimum payment for four hours. Provided that receptionists rostered for work on Saturday or Sunday as part of their ordinary week under clause 2 (b) shall be paid as follows—

Saturday: ordinary rates.

Sunday: double rates.

(c) Workers employed on overtime after 6 p.m. or required to continue working after 1 p.m. on Saturday or Sunday shall either be provided with a suitable meal by the employer or shall be allowed meal money of 5s. 7d. per meal.

Clause 4: Holidays

(a) The following shall be observed as holidays without deduction of pay; Christmas Day, Boxing Day, New Year's Day, and the day following, Good Friday, Easter Monday, Labour Day, Anzac Day, the birthday of the reigning Sovereign, and Anniversary Day or a day in lieu thereof.

(b) In the event of a holiday, other than Anzac Day, falling on a Saturday or Sunday, such holiday shall be observed on the succeeding Monday, and in the event of another holiday falling on such Monday, such other holiday shall be observed on the succeeding Tuesday. Where one of the holidays named in sub-clause (a) hereof falls on the day of the weekly day-off of any receptionist, assistant manager or trainee such worker shall have an additional day added to his annual leave or shall take an additional day's holiday at such other time as may be mutually agreed between the worker and the employer.

(c) Workers who are employed on any of the holidays set out in sub-clause (a) of this clause shall be paid at the rate of double time in addition to the weekly wages. Provided that any receptionist, assistant manager or trainee required to work on any such holiday as part of his ordinary week's work shall be paid for such day at double time rate or shall have one day added to his annual leave as the worker may decide.

(d) Annual leave shall be granted in accordance with the provisions of the Annual Holidays Act 1944: provided, however, that upon completion of five years' continuous service the period of annual leave shall be three weeks. For a lesser period than one year a proportionate holiday shall be given and paid for.

Clause 5: Wages

The rate of wages for any worker shall be the rate agreed between such worker and the employer but shall not be less than the appropriate rate in the following scales.

(a) <i>Females at Head Office—</i>		Ordinary	Time and	Double
		Time	a half	Time
		s. d.	s. d.	s. d.
First Year	370 ..	3 6½	5 3	7 1
Second Year	425 ..	4 1	6 1½	8 2
Third Year	485 ..	4 8	7 0	9 4
Fourth Year	550 ..	5 3½	7 11	10 6½
Fifth Year	625 ..	6 0	9 0	12 0
Sixth Year	695 ..	6 8	10 0	13 4
Seventh Year	755 ..	7 3	10 10½	14 6
Eighth Year	815 ..	7 10	11 9	15 7½
Ninth Year	865 ..	8 4	12 6	16 8
Tenth Year	940 ..	9 0½	13 6	18 0½

Where warranted by merit or responsibility workers may proceed beyond the 10th year rates as follows—

	Ordinary	Time and	Double
	Time	a half	Time
	s. d.	s. d.	s. d.
985 ..	9 5½	14 8½	18 10½
1040 ..	10 0	15 0	1 0 0
1080 ..	10 4½	15 6	1 0 9

(b) 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—

£500/£600 per annum. Automatic increments of £25 are to be paid at six monthly intervals.

Grade 2—

£650/£700 per annum. Increments of £25 are payable on merit at the discretion of the employer.

Grade 1—

£750/850 per annum. Increments of £50 are payable on merit at the discretion of the employer.

Assistant Managers—

£750/£1150 per annum with automatic increments of £100 annually.

(c) *Trainees—*£600/£750 per annum with automatic increments of £50 annually.

(d) No worker shall have his wages or conditions reduced by virtue of the coming into force of this agreement.

Clause 6: Accommodation and Clothing

Receptionists, assistant managers and trainees shall be provided with free board and lodging as follows:

- (i) A separate bedroom with the usual service.
- (ii) Meals shall be served in the hotel under the same conditions as the guests.
- (iii) Use of the staff sitting room as provided for under the provisions of the New Zealand Licensed Hotels Employees' Award.

(a) 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, provided that in cases where the employer does not launder such uniforms or smocks, he shall pay to the worker 5s. per week for laundering same.

Clause 7: Travelling Expenses

(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 the worker in journeying to the employment.

(b) If the employer should engage a worker in pursuance of sub-clause (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 full week's pay.

(c) If the worker should be discharged on the grounds of his or her gross incompetency within one week of his commencing work, or on the grounds of his misconduct or default within 13 weeks of his or her commencing work, or if the worker shall of his own volition and through no fault of the employer leave the employment within 13 weeks of his commencing work, the worker shall refund to the employer any monies the employer may have paid in pursuance of sub-clause (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 sub-clause (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.

Clause 8: Record of Service

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.

Clause 9: Timetable

A timetable setting forth the working hours of each worker shall be displayed in a convenient place in each office.

Clause 10: Sick Leave

Workers shall be entitled to sick leave without deduction of pay in accordance with the following scale:

Period of Service	Days Allowed
Up to 3 months	7 days
Over 3 months up to 6 months	14 days
Over 6 months up to 9 months	31 days
Over 9 months up to 5 years	46 days
Over 5 years up to 10 years	92 days
Over 10 years up to 20 years	183 days
Over 20 years up to 30 years	275 days
Over 30 years	365 days

The employer may require the worker to produce a medical certificate for any one period of sick leave beyond three days.

Clause 11: Terms of Employment

(a) The employment shall be weekly.

(b) Two weeks notice of termination of employment shall be given by either party except in the case of misconduct when the employment may be terminated without notice. Should the requisite notice not be given two weeks wages shall be paid or forfeited as the case may be.

(c) Wages shall be paid weekly or fortnightly in cash, during working hours within three working days of the end of the pay period and not later than Thursday.

Clause 12: Conditions as to Offices

(a) Adequate lighting, heating, ventilation and ablution facilities shall be provided for the use of office staff. Towels shall be supplied in such 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) Cloak room accommodation shall be provided for non-resident staff.

(c) Tea or coffee shall be provided for refreshment breaks between meals in accordance with existing custom in the hotel industry.

Clause 13: Union Membership

(a) Any person engaged or employed in any position or employment subject to this agreement shall, if he is not already a member, become a member of a union, which is affiliated to the New Zealand Clerical Association.

(b) Subject to sub-clause (a) hereof, every person so engaged or employed shall remain a member of the appropriate industrial clerical union in the industrial district he is located so long as he continues in any position or employment subject to this agreement.

(c) It shall be a condition of employment that the worker agrees to authorize the employer to deduct union fees from wages. The employer shall forward such fees to the union from time to time.

Clause 14: Scope of Agreement

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

Clause 15: Disputes

The essence of this agreement 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 agreement or any of them, as to any matter whatsoever arising out of or connected therewith and not specifically dealt with in this agreement, 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 employer. 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.

Clause 16: Effective Operation of Agreement

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 not so as to interfere unreasonably with the employer's business.

Clause 17: Wages and Time Book

(a) The employer 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.

Clause 18: Term of Agreement

This agreement shall come into force on the first day of July 1965, and shall continue in force until the first day of July 1966.

Dated this 1st day of July 1965.

For and on behalf of the Tourist Hotel Corporation of New Zealand:

J. F. HOPKIRK.

Witness to the above signature—D. F. Anderson.

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

D. JACOBS.

Witness to the above signature—D. G. Nolan.
