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**New Zealand (except Westland)
Non-Licensed Hotel Clerical Workers—
Collective Agreement (Conciliated)**

Dated 17/12/74

Note: See clause 25 herein for the date on which rates of wages come into force

**NEW ZEALAND (EXCEPT WESTLAND)
NON-LICENSED HOTEL CLERICAL WORKERS—
REGISTERED COLLECTIVE AGREEMENT**

In the Industrial Commission of New Zealand—In the matter of the Industrial Relations Act 1973; and in the matter of the New Zealand (except Westland) Non-Licensed Hotel Clerical Workers Dispute of Interest between the New Zealand Federated Clerical and Office Staff Employees' Industrial Association of Workers and the undermentioned:

New Zealand Private Hotelkeepers Industrial Association of Employers,
95-99 Molesworth Street, Wellington.

NORTHERN INDUSTRIAL DISTRICT

Belvue Motel, 9 Sarawai Street, Newmarket, Auckland 1.
Channels Private Hotel, corner Peel Street and Gladstone Road, Gisborne.
Earls Court Motel, 104 Gladstone Road, Parnell, Auckland 1.
Hicks Bay Motel, Hicks Bay, Te Araroa.
Orange Grove Motels Limited, 549 Childers Road, Gisborne.
Park Avenue Motel, 41 Park Road, Grafton, Auckland 1.
Railton Private Hotel, 411 Queen Street, Auckland 1.
Takapuna Tourist Court, Takapuna Beach, Auckland 9.
Young Women's Christian Association (Inc.), 385 Queen Street, Auckland 1.

TARANAKI INDUSTRIAL DISTRICT

Aotea Motel, 26 Weymouth Street, New Plymouth.
Auto Lodge Motels Limited, 393 Devon Street East, New Plymouth.

WELLINGTON INDUSTRIAL DISTRICT

Marewa Lodge Motels, 22 Taradale Road, Napier.
People's Palace, 213 Cuba Street, Wellington.
Wellington Private Hotelkeepers Industrial Union of Employers, Federation House, 95-99 Molesworth Street, Wellington.
Young Men's Christian Association (Inc.), National Council, 276 Willis Street, Wellington.
Young Women's Christian Association (Inc.), 355 Willis Street, Wellington.

MARLBOROUGH INDUSTRIAL DISTRICT

Bings Motels, 29 Maxwell Road, Blenheim.
Grove Motels Limited, 81 Grove Road, Blenheim.
Criterion Motel Limited, 52 Scott Street, Blenheim.
Marineland Private Hotel and Motels, 28 Waikawa Road, Picton.

NELSON INDUSTRIAL DISTRICT

Midland Hotel, 241 Hardy Street, Nelson.
Naumai Private Hotel, 8 Bridge Street, Nelson.

CANTERBURY INDUSTRIAL DISTRICT

Ambassadors Hotel, 19 Manchester Street, Christchurch.
Hotel Seaview, 362 Stafford Street, Timaru.
People's Palace, 80 Manchester Street, Christchurch.

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT

Excelsior Guest House, corner Princes and Dowling Streets, Dunedin.
Hotel Central, 100 Princes Street, Dunedin.
Hotel St. Andrew, 45 St. Andrew Street, Dunedin.

Leviathan Hotel Company Limited, corner Cumberland & Lower High Streets,
Dunedin.

Motel Moray, 10 Smith Street, Dunedin.

THE Industrial Commission, having before it the terms of a conciliated settlement arrived at in the above-mentioned dispute of interest and notified to the Commission pursuant to the provisions of section 82 of the Industrial Relations Act 1973, hereby registers as a collective agreement the terms, conditions, and provisions set out in the schedule hereto, and orders:

1. That the said terms, conditions, and provisions shall be binding on the parties hereto; and
2. That the said parties shall respectively do, observe, and perform every matter and thing by this collective agreement required to be done, observed, and performed, and shall not do anything in contravention of this collective agreement but shall in all respects abide by and perform it.

In Witness of the registration of this collective agreement the seal of the Industrial Commission has hereto been affixed, and the President of the Commission has hereunto set his hand, this 17th day of December 1974.

(L.S.)

G. O. Whatnall, President.

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SCHEDULE

INDUSTRY TO WHICH AGREEMENT APPLIES

1. This agreement shall apply to clerical workers who are substantially employed in the offices of private-hotel keepers, boarding houses, and motels and are not covered by any other award or agreement.

WAGES

2. (a) The minimum weekly rates of wages shall be as follows:

		First \$	Second \$	Third \$	Fourth \$	Others \$
Where five or more full-time clerical workers are employed	M	66.64	58.80	54.21	50.43	48.69
	F	56.76	49.86	45.82	42.50	40.96
Where four full-time clerical workers are employed:	M	63.22	56.46	52.63	50.43	—
	F	53.75	47.80	44.43	42.50	—
Where three full-time clerical workers are employed:	M	57.47	50.11	48.03	—	—
	F	48.69	42.21	40.38	—	—
Where two full-time clerical workers are employed:	M	52.61	49.41	—	—	—
	F	44.41	41.60	—	—	—
Where one full-time clerical worker is employed:	M	52.61	—	—	—	—
	F	44.41	—	—	—	—

Provided that in respect of the "others" rate not more than four workers shall be paid at this figure and the remainder paid at not less than the "fourth" figure.

Any worker upon completing one year's continuous service with the same employer shall be paid \$2.73 per week in addition to the wages set out herein.

A worker 22 years of age and over shall be paid not less than the following rates:

- (i) *With less than 12 months' non-licensed hotel clerical experience*—The appropriate first year rate for a first worker in a three-handed office.
- (ii) *With 12 months' or more non-licensed hotel clerical experience*—The appropriate "upon completing one years continuous service" rate referred to above for a first worker in a three-handed office.

(NOTE—It shall be the worker's responsibility to supply the evidence of service referred to in (ii) above.)

(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 under the same conditions as to guests;
- (iii) Workers living off the premises shall be paid an additional \$15.69 per week and these workers may arrange with the employer to be provided with a fixed number of meals each working week, in which case the employer shall be entitled to deduct from the workers' wages an amount of 67 cents per meal for each meal supplied;
- (iv) Where a staff sitting room is not available the office staff shall be permitted to receive their guests in the lounge.

(c) For the purposes of this agreement "full pay" means the appropriate rate specified in subclause (a) of this clause plus the cash value of the allowance specified in paragraph (iii) of subclause (b) of this clause.

(d) A worker who on the coming into force of this agreement 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 that in cases there the employer does not launder such uniforms or smocks, he shall pay to the worker 89 cents 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 wages.

HOURS OF WORK

3. (a) (i) The ordinary hours of work for all workers coming within the scope of this agreement 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. No workers shall be employed for more than five hours continuously without an interval of not less than half an hour for a meal.

(ii) Subject to the provisions of subclause (b) of clause 4 of this agreement, a worker shall be allowed two consecutive days off in each week.

(b) (i) Broken shifts shall be completed within 13 hours computed from starting to finishing times including meal breaks.

(ii) Where the employer does not provide accommodation workers employed on broken shifts shall be paid an allowance of \$2.43 per week, or in the case of relieving or casual workers 48 cents per day.

(iii) Shifts may be worked as required.

A straight shift shall not exceed eight hours' work plus one meal period of not more than one hour.

For any shift commencing after 12 noon and finishing at or before 11.30 p.m. an additional 59 cents per shift shall be paid.

For any shift, any part of which falls between 11.30 p.m. and 6 a.m. an additional 86 cents per shift shall be paid.

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

(d) Any live-out worker who is required to commence work before 7 a.m. or who is employed after 10.30 p.m. shall receive a travelling allowance of 50 cents per day provided that where the employer provides transport this allowance shall not be paid.

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, except as elsewhere provided in this clause, at the rate of time and a half for the first three hours and thereafter at double time on "full pay" as defined in clause 2 of this agreement.

(b) Where a worker is required to work on one or both of the usual 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.

(c) All hours worked in excess of eight hours on any special holiday provided in clause 6 (a) of this agreement shall be paid for at double time rates.

(d) Workers shall not be brought back to work after their day's work is finished until after an interval of at least eight hours. Any period during which a worker is required to work within eight hours of his or her finishing time shall be deemed to be overtime and shall be paid for at the overtime rate specified in this clause.

(e) Overtime shall be computed on an hourly basis, each day to stand by itself.

(f) "Time and a half" shall mean one-fortieth of the full weekly wage plus an amount equal to 50 per cent thereof.

(g) "Double time" shall mean one-fortieth of the full weekly wage plus an amount equal to 100 per cent thereof.

(h) Workers required to work one hour or more after the completion of their day's work or shift or required to work for four or more hours on a holiday shall be provided with a meal or paid a meal allowance of \$1.10.

CONDITIONS AS TO OFFICES

5. (a) Adequate lighting, heating, ventilation, and ablution facilities shall be provided in all hotels for the use of office staff. In conjunction with ablution facilities soap, hot water, and 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. There shall be a suitable provision in female toilets for the hygienic disposal of sanitary items.

(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 agreement to have morning and afternoon tea on the premises, also supper in the case of those workers employed on the late shift. Workers commencing duty 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. The accommodation shall contain a suitable counter or table and a mirror and provision for clothing to be hung.

HOLIDAYS

6. (a) *Special Days*—(i) Employees who work on Christmas Day, Boxing Day, New Year's Day, 2 January, New Zealand Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, 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) When a special day falls on one of the worker's weekly days off and the worker is not called back to perform on that, day a day shall be added to the worker's annual holiday or to his proportionate holiday payment as the case may be.

(iii) Should any of the special holidays specified in 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) When a worker is normally employed or rostered on Saturday or Sunday as part of the ordinary working week, the special payments provided for in clause 2 of this agreement shall be taken into account when computing the special days' pay.

(b) *Weekly Holidays*—(i) Two full days' holiday each of 24 consecutive hours shall be allowed in each week to every worker covered by this agreement.

(ii) The employer shall, except in exceptional circumstances, give seven days' notice in writing to a worker of any change in his weekly holidays.

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 three weeks paid on the basis of the worker's average weekly taxable earnings: Provided that the holiday pay does not exceed the worker's "full pay" plus 30 per cent and provided, further, that in no case shall the holiday pay be less than

the worker's "full 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) For the purposes of this clause lump sum special payments shall be excluded from the computation of average weekly taxable earnings, and full pay shall be as defined in subclause (c) of clause 2 of this agreement.

(c) 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 (d) 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 "full pay" at the time of taking the holiday.

(d) 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 6 per cent of his gross taxable earnings but not exceeding 7.8 per cent of his gross full pay for that period of employment.

(e) 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.

(f) 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 these 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 the period of such closure 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 6 per cent of his gross taxable earnings but not exceeding 7.8 per cent of his gross full 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.

(g) For the purpose of this clause, continuity of service with the same employer shall not be deemed to be broken:

(i) By reason of the sale or transfer of a business to a new employer who continues to employ the worker;

(ii) Where an employer transfers an employee to an associated or subsidiary organisation operating as a separate legal entity.

(h) 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.

LONG SERVICE LEAVE

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

(i) One period 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 period 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 period of five weeks after the completion of 40 years of 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 agreement 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 agreement he shall not be entitled to the special holiday provided in paragraph (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 conjunction with the annual holiday or at such other time as may be agreed by the employer and the worker.

(d) If a worker entitled to such special holidays leaves his employment before such holidays have 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 regarding service which is not less favourable to the workers than the foregoing.

TRAVELLING EXPENSES

9. (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 agreement.

(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

10. 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.

Weekly rates shall mean "full pay" as defined in subclause (c) of clause 2 of this agreement.

PART-TIME WORKERS

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

(a) The minimum hourly wage rates shall be as follows:

				Monday to Friday \$	Saturday, Sunday or special holiday \$
Males	..	..	..	2.01	3.02
Females	..	..	..	1.77	2.66

- (b) The proportion of part-time workers to full-time workers shall not exceed one part-time worker to one full-time worker employed.
- (c) 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.
- (d) The employer shall notify the union of the employment of any part-time worker within 48 hours of the commencement of the employment.
- (e) These provisions shall not be used for the purpose of reducing the hours of work or the earnings of any worker.

RECORD OF SERVICE

12. Each employee 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

13. (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 any 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.

If a worker leaves his employer's service without notice he shall forfeit one week's wages.

(b) Wages shall be paid weekly, in cash except as may be mutually agreed upon between the union and the employer concerned, not later than Thursday, and in the employer's time.

(c) In the case of termination of employment without notice, any worker who lives on the premises shall not be required to vacate the room before 9 a.m. on the day following the termination provided such worker conducts himself in an orderly manner.

(d) Workers shall be paid forthwith upon discharge. Where the employment is terminated by the worker he shall be paid not later than on expiry of notice.

(e) Details of wages calculations and hours worked shall be supplied to each worker.

(f) Where termination of employment is the direct result of closure or change of ownership, a period of notice of two weeks shall be given to employees who have two or more years of continuous employment with the same employer. In the absence of such notice payment for the unexpired portion shall be made in lieu thereof.

COLLECTION OF UNION SUBSCRIPTIONS

14. By agreement with the union the employer may deduct all union subscriptions from the wages of employees and shall remit same to the appropriate union.

DISPUTES

15. (a) The procedure set out in the succeeding provisions of this clause shall apply to a dispute of rights between the parties bound by this instrument, or any of them, including a dispute on:

(i) The interpretation of this instrument; or

(ii) Any matter (not being a personal grievance within the meaning of section 117 of the Industrial Relations Act 1973) related to matters dealt with in this instrument and not specifically and clearly disposed of by the terms of this instrument.

(b) Either the workers' union or the employer or employers who are parties to any such dispute may invoke the procedure.

(c) The union and the employer or employers who are parties to any such dispute shall refer the dispute to a committee consisting of an equal number of representatives appointed respectively by the union and the employer or employers concerned, together with a chairman who shall be:

- (i) Mutually agreed upon by the parties; or
- (ii) If there is no such agreement, either a conciliator or a person appointed by him.

(d) A decision reached by a majority of the committee shall be the decision of the committee; but if the members of the committee (other than the chairman) are equally divided in opinion, the chairman may either:

- (i) Make a decision, which shall then be the decision of the committee; or
- (ii) Refer the dispute forthwith to the Industrial Court for settlement.

(e) Subject to the right of appeal conferred by subclause (f) of this clause, the decision of the committee shall be binding on the parties to the dispute.

(f) Any party may appeal to the Industrial Court against a decision of the committee, or any part of that decision. The appellant shall:

- (i) Within 14 days after the date on which the decision of the committee has been made known to him, give to every other party written notice of his intention to appeal; and
- (ii) Within seven days after the date on which that notice has been given, lodge with the Registrar of the Industrial Court a written notice of appeal; and
- (iii) Specify in each such notice the decision or the part of the decision to which the appeal relates.

(g) The essence of this clause being that, pending the settlement of the dispute, the work of the employer shall not on any account be impeded but shall at all times proceed as if no dispute had arisen, it is hereby provided that:

- (i) No worker employed by any employer who is a party to the dispute shall discontinue or impede normal work, either totally or partially, because of the dispute;
- (ii) While the provisions of this clause are being observed no such employer shall, by reason of the dispute, dismiss any worker directly involved in the dispute.

(NOTE—This clause has been inserted in accordance with the requirements of section 115 of the Industrial Relations Act 1973.)

PERSONAL GRIEVANCES

16. (a) For the purposes of this clause, the expression “personal grievance” means any grievance that a worker may have against his employer because of a claim that he has been unjustifiably dismissed, or that other action by the employer (not being an action of a kind applicable generally to workers of the same class employed by the employer) affects his employment to his disadvantage.

(b) The standard procedure for the settlement of any personal grievance shall include the following:

- (i) Any worker who considers that he has grounds for a personal grievance shall have the right to submit his grievance in accordance with this procedure;
- (ii) As soon as practicable after a personal grievance arises, the worker shall submit the grievance to his immediate supervisor, affording him an opportunity to remedy the cause of the grievance, the intent being that it is desirable, if the circumstances permit it, to settle the grievance rapidly and as near as possible to the point of origin;
- (iii) Where any such attempt at settlement has failed, or where the grievance is of such a nature that a direct discussion between the worker and his immediate supervisor would be inappropriate, the worker shall notify

the branch secretary or secretary or a duly authorised representative of his union, who, if he considers that there is some substance in the personal grievance, shall forthwith take the matter up with the employer or his representative;

- (iv) If the matter is not disposed of in discussion with the employer or his representative, the grievance shall be reduced to writing in a statement setting out all the facts relied on. The statement shall establish the nature of the worker's grievance, and of the issues, for all subsequent consideration of the case;
 - (v) The written statement shall be referred to a grievance committee consisting of an equal number of representatives (not exceeding three) nominated respectively by the union and the employer, with or without a chairman as the parties may decide;
 - (vi) The employer shall have the right to be assisted or represented before the grievance committee by an employers' organisation;
 - (vii) If the matter is not settled by the grievance committee, it shall be referred to the Industrial Court;
 - (viii) The reference to the Court may be made by the employer or his representative, or by the worker's union or its representative, or by both;
 - (ix) The Court, after inquiring fully into the matter and considering all representations made by or on behalf of the parties, may make a decision or award by way of a final settlement which shall be binding on the parties;
 - (x) It shall be the duty of every party to the award or agreement to promote the settlement of personal grievances under the procedures hereinbefore provided and to abstain from any action that might impede the effective functioning of the procedures.
- (c) For the purpose of ensuring that the work of the employer shall not be impeded but shall at all times proceed as if no dispute relating to the personal grievance had arisen:

- (i) No worker employed by any employer who is a party to the dispute shall discontinue or impede normal work, either totally or partially, because of the dispute;
 - (ii) While the provisions of the procedure for the settlement of the personal grievance are being observed, no such employer shall, by reason of the dispute, dismiss any worker directly involved in the dispute.
- (d) Any statements made or information given in the course of any proceedings before a grievance committee or the Court in respect of an alleged unjustifiable dismissal shall be absolutely privileged.
- (e) In the case of an alleged unjustifiable dismissal, any final settlement, decision or award made under this clause may, if it includes a finding that the worker was unjustifiably dismissed, provide for any one or more of the following:
- (i) The reimbursement to him of a sum equal to the whole or any part of the wages lost by him;
 - (ii) His reinstatement in his former position or in a position not less advantageous to him;
 - (iii) The payment to him of compensation by his employer.

(NOTE—This clause has been inserted in accordance with the requirements of section 117 of the Industrial Relations Act 1973.)

TIMETABLE

17. 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

18. 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.

TIME AND WAGES BOOK

19. (a) Every employer bound by this agreement 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 on which he or she is employed;
 - (iii) The daily hours of his or her employment;
 - (iv) The wages paid each week; and to such record shall be appended the signature of the worker concerned.
- (b) Employers bound by this agreement shall, upon request by the union, supply a list of their employees, such application not to be made more often than once each month.

UNDER-RATE WORKERS

20. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement may be paid such lower wage as may from time to time be fixed, on application of the worker after due notice to the union, by the local Inspector of Awards and Agreements 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 and Agreements 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.

UNQUALIFIED PREFERENCE

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

(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 agreement.

(d) Every employer bound by this agreement commits a breach of this agreement 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 of any age who for the time being is in receipt of not less than the minimum rate of wages payable to a person of the age of 18 years or upwards.

(NOTE—Attention is drawn to section 104 of the Industrial Relations Act 1973 which gives to workers the right to join the union.)

APPLICATION OF AGREEMENT

22. This agreement 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 agreement comes into force or at any time whilst this agreement is in force, connected with or engaged in the industry to which this agreement applies within the industrial districts to which this agreement relates.

SCOPE OF AGREEMENT

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

EQUAL PAY ACT 1972

24. For the purpose of giving effect to the provisions of the Equal Pay Act 1972, the minimum percentages that the rate of "full pay" wages for female workers in each classification shall bear, on and after the third increment date (4 June 1975), to the rate of "full pay" wages for male workers to whom the classification related shall be 92 per cent and the rates of wages specified in this agreement shall where necessary be deemed to be amended accordingly.

TERM OF AGREEMENT

25. This agreement, 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 first day of the pay period in each establishment commencing on or after the 17th day of August 1974, and so far as all other provisions of the agreement are concerned, it shall come into force on the day of the date hereof; and this agreement shall continue in force until the 16th day of November 1975.

In Witness Whereof the seal of the Industrial Commission has hereto been affixed, and the President of the Commission has hereunto set his hand, this 17th day of December 1974.

G. O. Whatnall, President

MEMORANDUM

This collective agreement incorporates the terms of settlement arrived at by the parties in the course of an inquiry held before a Conciliation Council.

The unqualified preference provision (clause 21) has been inserted in accordance with the agreement of all the assessors.

The rates of remuneration prescribed by this collective agreement are NOT to be increased by the application of the 9 per cent general wage adjustment that was effective from 1 July 1974 pursuant to the Wage Adjustment Regulations 1974.

Having regard to prevailing circumstances the Commission has, pursuant to section 92 (2) of the Industrial Relations Act 1973, consented to the specified period for which this agreement is to continue in force being less than one year from the date of registration of this agreement.

G. O. Whatnall, President

NEW ZEALAND (EXCEPT WESTLAND) NON-LICENSED HOTEL
CLERICAL WORKERS – AMENDMENT OF AGREEMENT

Dated 6/8/75

In the Industrial Commission of New Zealand – In the matter of the Wage Adjustment Regulations 1974; and in the matter of the New Zealand (except Westland) Non-Licensed Hotel Clerical Workers Collective Agreement, dated the 17th day of December 1974.

In pursuance and exercise of the powers conferred upon it by Regulation 4(4) of the Wage Adjustment Regulations 1974: and upon application made in that behalf by the parties to the New Zealand (except Westland) Non-Licensed Hotel Clerical Workers Collective Agreement, dated the 17th day of December 1974: and upon being satisfied that the parties to this Collective Agreement desire that it should be reviewed by it, the Commission doth hereby order as follows:

(1) That the said Collective Agreement shall be amended in the manner following.

Clause 2 – Wages – (a) Delete the existing weekly wage rates and substitute the following:

	First	Second	Third	Fourth	Others
	\$	\$	\$	\$	\$
Where five or more full-time clerical workers are employed	M 70.49 F 63.90	62.65 56.69	58.06 52.47	54.28 48.99	52.54 47.39
Where four full-time clerical workers are employed	M 67.07 F 60.76	60.31 54.54	56.48 51.01	54.28 48.99	
Where three full-time clerical workers are employed	M 61.32 F 55.46	53.96 48.70	51.88 46.78		
Where two full-time clerical workers are employed	M 56.46 F 51.00	53.26 48.05			
Where one full-time clerical worker is employed	M 56.46 F 51.00				

(b) (iii) Delete \$15.69 and insert \$16.24.

Clause 11 – Part-Time Workers – (a) Delete the existing hourly wage rates and substitute the following:

	Monday to Friday	Saturday Sunday or Special Holiday
	\$	\$
Males	2.12	3.18
Females	1.96	2.94

(2) That this order shall be deemed to have come into force on the 9th day of July 1975.

Dated at Wellington, this 6th day of August 1975.

(L.S.)

G. O. Whatnall, President.

MEMORANDUM

The rates of remuneration prescribed by this order are NOT to be increased by the application of the second cost of living order made pursuant to Regulation 3 of the Wage Adjustment Regulations 1974, Amendment No. 4 dated 9 June 1975.

(L.S.)

G. O. Whatnall, President.