

(2499.) CANTERBURY HOTEL AND RESTAURANT EMPLOYEES.—
AWARD *RE* TIMARU AND WASHDYKE HOTEL WORKERS.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and the amendments thereof; and in the matter of an industrial dispute between the Canterbury Hotel and Restaurant Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Club Hotel : E. Ward.	Hibernian Hotel : M. J. O'Donnell.
Commercial Hotel : J. J. Ardagh.	Melville Hotel : J. Reilly.
Crown Hotel : W. Connolly.	Old Bank Hotel : M. O'Meeghan.
Doncaster Hotel (Washdyke) : T. Connolly.	Queen's Hotel : T. Yarr.
Empire Hotel : D. Leech.	Royal Hotel : W. Quirk.
Excelsior Hotel : W. N. Jones.	Shamrock Hotel : W. J. Skinner.
Grosvenor Hotel : C. Sutherland.	Sportsmen's Arms Hotel (Salt-water Creek) : G. Birchfield.
	Timaru Hotel : A. P. Gawne.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, doth hereby order and award :—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall

be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as from the 1st day of March, 1912, and shall continue in force until the 28th day of February, 1915.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 20th day of April, 1912.

W. A. SIM, Judge.

SCHEDULE.

Hours of Work.

1. Hours of work shall be as set forth in the amendment to the Shops and Offices Act, 1910.

Time-table.

2. A time-table showing the hours of work of each employee shall be exhibited in the staff's dining-room, or such place or places as shall be convenient to the employee, and accessible at all times.

Wages.

3. (a.) *Kitchen.*—Where five or more hands are employed: Chef, £4 10s.; second, £2 15s.; third, £1 10s.; fourth, £1 7s. 6d.; others, £1 5s. Where four hands are employed: Chef, £3 15s.; second, £2 5s.; third, £1 7s. 6d.; others, £1 5s. Where three hands are employed: Chef, £3 10s.; second, £2 2s. 6d.; third, £1 5s. Where two hands are employed: Chef, £2 5s.; second, £1 10s. Where only one hand is employed: Male cook, £2; female cook, £1 10s. Where two females are employed: First, £1 12s. 6d.; second, £1 2s. 6d. Man looking after boiler, 5s. per week extra.

(b.) *Pantry.*—Males: Where more than one is employed: First hand, £1 10s.; others, £1 5s. Where only one is employed, not

less than £1 7s. 6d. Females: All females employed in the pantry shall be paid not less than £1.

(c.) *Waiters*.—Where three or more waiters are employed: Head waiter, £2 10s.; second, £2; others, £1 12s. 6d. Where two waiters are employed: Head waiter, £2; second, £1 12s. 6d. Where only one waiter is employed, £1 12s. 6d.

(d.) *Waitresses*.—Where two or more waitresses are employed: Head waitress, £1 5s.; others, £1. Where only one waitress is employed, £1 2s. 6d.

(e.) *Housemaid-waitress*.—Where the housemaid has to assist in the dining-room she shall be classed as a housemaid-waitress, and paid not less than £1.

(f.) *Laundresses*.—Laundresses shall be paid not less than £1 5s.

(g.) *Housemaids*.—Where more than one housemaid is employed: First housemaid, 17s. 6d.; second, 16s. 6d. Where one housemaid is employed, 17s. 6d. Where only two females are employed in an hotel they may be classed as general servants, and paid not less than 17s. 6d.

(h.) *Barmen*.—Where three or more barmen are employed: Head barman, £2 5s.; second, £2; others, £1 15s. Where two barmen are employed: Head barman, £2 2s. 6d.; second, £1 15s. Where only one barman is employed, £1 15s.

(i.) *Bar-porters*.—Where porters are employed in the bar during the following specified hours, £1 10s. (Hours specified: From 2 o'clock on one afternoon in each week, for a total period of time of not more than seven hours, and not more than five hours continuously without a meal hour. Such period in the bar to be for the purpose of relieving the barman on his half-holiday. From 7 p.m. on any Saturday. For the purpose of relieving in the bar for meals only on any day excepting such day as he is employed as half-holiday relief. The period for which a porter shall relieve in the bar for meals only shall not exceed one and a half hours at any one time, and not more than three hours in any one day.)

(j.) *Barmaids*.—Barmaids shall be paid not less than £1 10s.

(k.) *Porters*.—Day-porters: Where two hands are employed—Head porter, £1 10s.; second, £1 5s. Where only one is employed, £1 5s.

(l.) *Porters*.—Night-porters: Where two are employed—Head porter, £1 10s.; second, £1 5s. Where only one is employed, £1 7s. 6d.

(m.) *Billiard-markers*.—Billiard-markers shall be paid not less than £1 10s.

(n.) *Buttons*.—Buttons under eighteen years of age shall receive not less than 10s.; buttons over eighteen and under twenty-one, 15s.; buttons over twenty-one, £1. No one employed as buttons shall do the work of porter or general hand.

(o.) *General Hands*.—Where day and night porters are employed a general hand may be employed at not less than £1 5s.

Board and Lodging.

4. Where board is not provided to any workers covered by this agreement, 10s. per week shall be paid in addition to the above rates.

When lodging is not provided they shall receive an additional 5s. per week.

Provided always that if any employer is willing and offers to provide suitable lodgings for any worker, and such worker prefers to lodge elsewhere, no allowance shall then be made to such worker for lodging.

Casual Labour.

5. (a.) "Casual employee" shall mean any employee engaged for temporary work for a less period than fourteen days.

(b.) The following shall be the minimum rates of pay for casual workers:—

Kitchen.—Where four or more hands are usually employed in the kitchen: Chef, £1 per day; others, 10s. for the first day and 7s. 6d. for every day thereafter. Where less than four are usually employed in the kitchen: Chef (male), 15s. per day; all others, 10s. for the first day, 7s. 6d. for every day thereafter. Females: Chef, 10s. per day; all others, 7s. 6d. per day.

Waiters.—Waiters, 10s. per day.

Waitresses.—Waitresses, 7s. 6d. per day. Waiters or waitresses engaged for one meal shall be paid not less than 5s.

Pantry.—Pantrymen and pantrymaids shall be paid not less than 7s. 6d. per day.

Porters.—Porters, whether night or day, shall be paid not less than 7s. 6d. per day or night.

Barmen.—Barmen shall be paid not less than 10s. per day. Where a barman is engaged part of a day he shall be paid at the rate of not less than 1s. 6d. per hour.

Barmaids.—Barmaids shall be paid not less than 7s. 6d. per day, and where employed for less than one day they shall be paid at the rate of not less than 1s. per hour.

Payment of Wages.

6. Wages shall be paid weekly unless where otherwise agreed. Where no agreement in writing is made fixing the period of notice, then a notice of not less than forty-eight hours shall be given by either party of the termination of the service. Employers shall be entitled to keep in hand two days' pay.

Two days' pay must be given in lieu of notice.

Preference Clause.

7. If any employer shall hereafter engage any worker who shall not be a member of the union, and who within seven days after his or her engagement shall not become a member of the union, the

employer shall then notify the secretary of the union, in writing, of the fact of the engagement and employment of such worker. When employers require the services of a worker, such employer shall apply to the secretary of the union to supply a worker; should the union be unable to supply a worker within seven days, then the employer may employ any worker he chooses.

After the expiration of seven days following the engagement of any non-unionist worker, the union may require the non-unionist worker so engaged to become and remain a member of the union.

Any non-unionist refusing to join the union after being requested to do so in accordance with the provisions of this clause shall be deemed to have committed a breach of this award.

Scope of Award.

8. This award shall bind only hotelkeepers carrying on business in Timaru and Washdyke.

Term of Award.

9. This award shall come into force as from the 1st day of March, 1912, and shall continue in force until the 28th day of February, 1915.

In witness whereof the seal of the Court of Arbitration hath hereunto been put and affixed, and the Judge of the said Court hath hereto set his hand, this 20th day of April, 1912.

W. A. SIM, Judge.

MEMORANDUM.

This award embodies, without alteration, the recommendation of the Conciliation Council, which the parties agreed to accept.

W. A. SIM, Judge.