

## (2538.) ROTORUA HOTEL WORKERS.—AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, and its amendments, this 23rd day of March, 1912, between the Auckland Hotel and Restaurant Employees' Industrial Union of Workers, an industrial union duly registered under the said Act (hereinafter called "the union") of the one part, and Messrs. L. D. Nathan and Co. (Limited) and Hancock and Co. (New Zealand), (Limited), trading in Rotorua as the "Rotorua Hotels Syndicate," and being the owners of the following hotels—Grand Hotel, Rotorua; Lake House Hotel, Rotorua; Palace Hotel, Rotorua; Geysler Hotel, Whakarewarewa—all being employers within the meaning of the said Act (hereinafter called "the employers") of the other part, witnesseth that the parties hereby agree as follows, that is to say:—

## SCHEDULE.

*Hours of Work.*

1. As provided for in the Shops and Offices Amendment Act, 1910; but in the case of the kitchen, pantry, and dining-room the daily hours provided for in the said Act shall be worked between the hours of 5.30 a.m. and 9 p.m.

*Holidays.*

2. As provided for in the Shops and Offices Amendment Act, 1910; but on the day of any employee's half-holiday, or in cases of emergency, an employer may require any worker in his employ to perform the work usually performed by the worker away on his or her holiday, at the same rate of wages as is fixed for their own department.

*Wages.*

3. The following shall be the weekly minimum rates of pay for the following classes of workers in hotels:—

*Kitchen.*—Where five or more hands are employed: Chef, £4 5s.; second, £2 12s. 6d.; third, £1 10s.; others, £1 7s. 6d. Where four hands are employed: Chef, £3 15s.; second, £2 10s.; others, £1 7s. 6d. Where three hands are employed: Chef, £3 5s.; second, £2 2s. 6d.; others, £1 7s. 6d. Where two hands are employed: Chef, £2 5s.; sculleryman, £1 7s. 6d., the latter to be paid at the rate of £1 10s. per week if performing the duties of chef on the chef's half-holiday. Where only one hand is employed: Male cook, £2; female, £1 10s. Sculleryman or other kitchen hand when attending to boiler to receive 5s. per week extra.

In hotels where females are employed in the kitchen or scullery the wages paid to such workers shall be in proportion of not less than three-fourths of the rate of wages prescribed for male workers employed in a similar capacity: provided always that no female

worker employed in the kitchen or scullery shall be paid less than £1 per week.

*Waiters* shall be paid a minimum of £1 12s. 6d. per week.

*Housemaids* and *waitresses* shall be paid a minimum of £1 per week. Waitress attending to hampers for guests to receive 2s. 6d. per week extra.

*Pantry Hands*.—Males, £1 5s. per week; females, £1 per week.

*Porters*.—Day-porters shall be paid a minimum wage of £1 6s. per week. Night-porters shall be paid a minimum wage of £1 10s. per week.

*Barmen*.—Where two or more are employed: Head barman, £2; others, £1 15s. Where only one employed, a minimum of £1 17s. 6d. per week. Barmaids shall be paid a minimum wage of £1 10s. per week.

*Billiard-markers* shall be paid a minimum wage of £1 10s. per week.

*Laundresses* shall be paid a minimum wage of £1 5s. per week.

*Buttons*.—One youth not exceeding nineteen years of age may be employed at the rate of 15s. per week in the proportion of one to three porters or fraction thereof.

*General Hands*.—Males, £1 7s. 6d.; females, £1.

#### *Probationers.*

4. Employers shall be at liberty to employ probationers for a period not exceeding six months. Males as probationer waiters and females as probationer waitresses at the following rates of pay: Males, £1 per week; waitresses, 15s. per week. Such probationers shall only be employed in the proportion of one probationer to each three or fraction of three employees in receipt of not less than the specified minimum wage.

#### *Overtime.*

5. As provided for in the Shops and Offices Act.

#### *Casual Labour.*

6. The following shall be the minimum rates of pay for casual labour:—

(a.) Males: Chef—First day £1, two succeeding days 15s. per day, and thereafter ordinary wages. Other cooks—First day 10s. per day, two succeeding days 7s. 6d. per day, and thereafter ordinary wages. Other workers—First three days 7s. 6d. per day, and thereafter ordinary wages.

(b.) Females: Head cooks—First three days 10s. per day, and thereafter ordinary wages. Others—First three days 7s. 6d. per day, and thereafter ordinary wages.

(c.) Waiters: First three days 10s. per day, and thereafter ordinary wages.

(d.) Barmen: First three days 10s. per day, and thereafter ordinary wages.

(e.) All other workers: First three days 7s. 6d. per day, and thereafter ordinary wages.

(f.) When the work is done away from the employer's premises, at races, balls, banquets, &c.: Waiters, chefs, and barmen, £1 per day; other workers, 10s. per day. A day's casual labour shall not exceed ten hours.

(g.) A worker shall be deemed to be employed as a casual worker if his or her engagement is not longer than a period of seven days.

#### *Board and Lodging.*

7. (a.) Where board is not provided for employees, 10s. per week in addition to the above rates shall be paid. Where lodging is not provided for employees, an additional sum of 5s. per week shall be paid: provided always that if an employer is willing and offers to provide suitable lodging for any worker, and such worker prefers to lodge elsewhere, no allowance shall then be made to such worker for lodging.

(b.) No employer shall require more than two employees to sleep in the one room except in cases of emergency.

(c.) In cases where the employees do lodge on the employers' premises or in rooms provided by the employer, such employee, if he is a night-porter, shall be given a room for his occupation solely.

#### *Duties, Obligations, and Responsibilities of Employees.*

8. The duties, obligations, and responsibilities of all employees shall be regulated and allocated by the employer or the employer's representative, as the case may be, and according to circumstances and requirements.

#### *Termination of Employment, &c.*

9. When no agreement in writing is made fixing the period of notice, then a notice of not less than seven days shall be given by either party of the termination of the service. Employers shall be entitled to keep in hand one week's pay.

For the purpose of computing wages and broken time, seven days shall count as a week.

#### *Payment of Wages.*

10. Wages shall be paid fortnightly.

#### *Method of Counting Workers.*

11. In computing the number of persons employed for the purpose of this award, casual workers shall not be reckoned, and where an employer does the work of any worker affected by this award he or she shall be counted as an employee.

*Meal-hours.*

12. Not less than half an hour shall be allowed for each meal.

*Time-table.*

13. A time-table shall be exhibited in some convenient place in each hotel.

*Preference.*

14. If any employer shall hereafter engage any worker who shall not be a member of the union, and who within one calendar month after his or her engagement shall not become a member of the union, the employer shall dismiss such worker from his service, if requested to do so by the union, provided there is then a member of the union equally qualified to perform the particular work required to be done, and ready and willing to undertake the same, the employer in all cases to be the judge of the respective qualifications. In considering the qualifications of the member offered to replace the non-member the employer shall be entitled to take into account such matters as the personal appearance and manner of the two workers, and generally their respective suitability for the work required to be done. The transfer of any employee to another hotel in Rotorua shall not be deemed to be a new appointment.

The provisions of the foregoing clause shall operate only if and so long as the rules of the union shall permit any person of good character and sober habits to become a member of the union upon payment of an entrance fee not exceeding 5s., upon a written or verbal application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

*Scope of Award.*

15. This award shall bind only the parties named therein.

*Term of Award.*

16. This award shall come into force on the 1st day of April, 1912, and shall continue in force until the 31st day of December, 1914.

In witness whereof these presents have been executed by or on behalf of the parties hereto.

Signed on behalf of the Auckland Hotel and Restaurant Employees' Industrial Union of Workers.

[SEAL.]

GEO. NIXON, President.  
THOS. LONG, Secretary.

Signed by the Auckland Hotel and Restaurant Employees' Industrial Union of Workers, by their president and secretary, in the presence of—S. A. Singer.

L. D. NATHAN AND CO. (LIMITED).

DAVID L. NATHAN, Director.

HAROLD W. HUDSON, Secretary.

Signed by L. D. Nathan and Co. (Limited), by their director and secretary, in the presence of—S. A. Singer.

HANCOCK AND CO. (N.Z.), LIMITED,

By their Attorneys,

ERNEST DAVIS,

ELIOT R. DAVIS.

Signed by Hancock and Co. (N.Z.), Limited, by their attorneys, in the presence of—S. A. Singer.

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