

(4073.) GISBORNE HOTEL WORKERS.—AWARD.

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

Aislabie, B., Turanganui Hotel, Gisborne.

Caulton, R. G., Coronation Hotel, Gisborne.

Graham, W. D., Record Reign Hotel, Gisborne.

Harris, Frank, Albion Club Hotel, Gisborne.

Martin, J., Royal Hotel, Gisborne.

Neale, George, British Empire Hotel, Gisborne.

Oman, George B., Gisborne Hotel, Gisborne.

Parker, Mrs. E. M., Masonic Hotel, Gisborne.

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 May, 1915, and shall continue in force until the 19th day of April, 1917, and thereafter as provided by subsection (1) (*d*) of section 90 of the Industrial Conciliation and Arbitration Act, 1908.

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 19th day of June, 1915.

T. W. STRINGER, Judge.

SCHEDULE.

Hours of Work.

1. (*a.*) The hours of work for all workers coming within the scope of this award shall (subject as herein provided) be regulated by the Shops and Offices Act, 1908, and its amendments.

(*b.*) Except in special circumstances workers shall not be brought back to work after their day's work is finished until after an interval of at least nine hours, and workers shall be paid at the rate of time and a half for the time by which such interval is curtailed: Provided that this clause shall not apply to bar-assistants who have been off duty during the day for any continuous period of not less than four hours.

Holidays.

2. (a.) Every assistant who is employed substantially in or about a bar or private bar of a hotel which does not carry on business on a Sunday shall be entitled to a half-holiday from 1 o'clock in the afternoon of such working-day as the occupier, in the case of each assistant, thinks fit.

(b.) Every assistant employed in or about a hotel other than assistants to whom the last preceding subsection applies shall be entitled to a whole holiday of twenty-four hours, commencing at his usual hour for commencing work on such day in each week as the occupier, in the case of each such assistant, thinks fit: . Provided that in Show week or any race week the employer may require any worker to forego the weekly holiday aforementioned: Provided further that the holidays so lost shall be allowed to the worker within the five weeks immediately following.

Wages.

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

Kitchen:—

- (a.) Where five or more hands are employed—Chef, £5; second, £3; third, £1 15s.; others, £1 10s.
- (b.) Where four hands are employed—Chef, £4; second, £2 7s. 6d.; others, £1 7s. 6d.
- (c.) Where three hands are employed—Chef, £3 10s.; second, £2 2s. 6d.; others, £1 7s. 6d.
- (d.) Where two hands are employed—Chef, £2 10s.; second, £1 10s.
- (e.) Where one hand is employed—Male, £2; female, £1 15s.
- (f.) Kitchen hand attending to boiler, 5s. per week extra.

3A. Dining-room:—

- (a.) Where three or more waiters are employed—Head, £2 10s.; second, £2; others, £1 12s. 6d.
- (b.) Where two are employed—Head, £2; second, £1 12s. 6d.
- (c.) Where one is employed, £1 12s. 6d.

4. Waitresses, £1 1s.; housemaids, £1.

5. Pantry: Males, £1 7s. 6d.; females, £1.

6. Porters: Day-porters, £1 7s. 6d.; night-porter when in charge of night bar or locker, £1 15s.; others, £1 10s.

7. Barmen: Where three or more are employed—Head, £2 7s. 6d.; second, £2 2s. 6d.; others, £2. Where only two are employed—Head, £2 7s. 6d.; second, £2 1s. 6d. Where only one barman is employed, £2 5s.

7A. Barmaids, £1 15s.

8. Billiard-marker, £1 10s.

9. Laundresses, £1 7s. 6d.

Casual Labour.

10. The following shall be the minimum rates for such workers:—

Kitchen: Males—Chef, first day £1, two succeeding days 15s. per day, and after the third day ordinary wages; others, first day 10s., two succeeding days 7s. 6d. per day, and thereafter ordinary wages. Females—Head cooks, for the first three days 10s. per day, and thereafter ordinary wages; other cooks, 7s. 6d. per day.

Waiters: For the first three days 10s. per day, and thereafter ordinary wages. Waitresses, 7s. 6d. per day.

Where a waiter is employed for a single meal he shall be paid not less than 7s. 6d.; where a waitress is employed for a single meal she shall be paid not less than 5s.

Pantrymen shall be paid 7s. 6d. per day for the first three days, and thereafter ordinary wages. Pantrymaids shall be paid not less than 7s. 6d. per day. Barmen, 12s. 6d. per day for the first three days, thereafter ordinary wages. Porters and general hands, 7s. 6d. per day for the first three days, thereafter ordinary wages. Laundresses, 5s. per day and board.

Special Occasions.

11. (a.) 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.

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

Overtime.

12. As provided in the Shops and Offices Act, 1908, and its amendments.

Payment of Wages.

13. Wages shall be paid weekly unless otherwise agreed upon in writing.

Termination of Employment.

14. 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: Provided that nothing in this clause shall prevent the employer from summarily dismissing any worker for wilful misconduct.

Method of counting Workers.

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

Board and Lodging.

16. Where board is not provided all hotel employees covered by this award shall be paid 15s. per week in addition to the above rates; where lodging is not provided they shall each receive an additional sum of 7s. 6d. per week: 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 paid to such worker for lodging.

Existing Conditions.

17. Notwithstanding the rate of wages fixed by the schedule of this award the wages of no worker at present in receipt of a higher rate than that provided by the said schedule shall be reduced so long as he or she continues in their present position and employment.

Time-table.

18. Every worker shall be provided with a time-table setting forth his or her working-hours.

Preference.

19. (a.) None but members of the Auckland Hotel and Restaurant Employees' Industrial Union of Workers shall be employed in any branches of the trade covered by this award.

(b.) Each employer shall be at liberty to engage workers at his own place of business, and if any worker so engaged is not a member of the union the employer shall require such worker to join the union within forty-eight hours from the time of his or her engagement.

(c.) Nothing in this clause shall be deemed to apply to workers employed for a lesser period than seven days.

Special Committee.

20. A committee consisting of one representative of the employers and one representative of the union, together with a chairman who shall be agreed upon by the aforesaid representatives, shall be appointed to deal with any matters not covered by this award, and shall be empowered to classify and fix the rate of wages for any worker whose position is not clearly defined by this award, and shall also determine any question arising out of this award which may be referred to the said committee by mutual agreement between the union and the employers. The chairman of this committee shall have a casting-vote, and the decision of the committee shall be final and binding on both parties.

Scope of Award.

21. This award shall apply to all hotelkeepers carrying on business within the Town of Gisborne.

Term of Award.

22. This award shall come into force on the 1st day of May, 1915, and shall continue in force until the 19th day of April, 1917.*

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 19th day of June, 1915.

T. W. STRINGER, Judge.

MEMORANDUM.

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

T. W. STRINGER, Judge.