

**(4223.) AUCKLAND HOTEL AND RESTAURANT EMPLOYEES.—AWARD
(RE PRIVATE-HOTEL, OYSTER-SALOON, RESTAURANT, LUNCHEON-
ROOM, TEA-ROOM, AND REFRESHMENT-ROOM WORKERS).**

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' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers"):

Private Hotels.

Barry, M., "Kingscourt," Queen Street, Auckland.
Black, E. F., "Cargon," Eden Crescent, Auckland.
Brown, A. A., "Stonehurst," Symonds Street, Auckland.
Carter, Mrs., "Mansions," Whittaker Place, Auckland.
Gleeson, Miss C. G., "Hinemoa," Alfred Street, Auckland.
Lund, G. D., "Ventnor," King's Parade, Devonport.
McDonald, Mrs. G. H., "Radnor," Waterloo Quadrant, Auckland.
Murrane, Mrs. K., "Arundel," Waterloo Quadrant, Auckland.
Nairn, Mrs. J., "Sonoma," Alfred Street, Auckland.
Scherff, Mrs. F., "Glenalvon," Waterloo Quadrant, Auckland.
Trevelyan, Mrs. E. J., "The Langham," 76 Wyndham Street, Auckland.

Restaurants, Tea and Luncheon Rooms, and Oyster-saloons.

Anderson, W. F., Shortland Tea-rooms, Shortland Street, Auckland.
Angello, S., Reliance Fish and Oyster Saloon, 205 Karangahape Road, Auckland.
Ash, Miss S., Alexander Tea-rooms, Queen Street, Auckland.
Ashby, H. J., Tea-rooms, 2 Wellesley Street West, Auckland.
Barber, Mrs. R., Tea-rooms, 28 Karangahape Road, Auckland.
Bell, Mrs. M., Mecca Café, Swanson Street, Auckland.
Buchanan, John, Tea-rooms, 173 Symonds Street, Auckland.
Butler, Mrs. W. T., Oyster-saloon, 15 Market Square, Auckland.
Constantine, P., Prince of Wales Café, 48 Victoria Street West, Auckland.
Cooke, W. R., and Sons (Limited), Refreshment-rooms, Queen Street, Auckland.
Cooper, Misses E. and S., Doncaster Tea-rooms, 47 Victoria Street West, Auckland.
Crandall, W. R., The Tiffin, Queen Street, Auckland.
Dall, A. A., Broadway, Newmarket, Auckland.
Demer, L., Victoria Café, Victoria Street, Auckland.
Demetri, Peter, C C C Dining-rooms, High Street, Auckland.
Douglas, C. F., Oyster-saloon, 18 Jervois Road, Auckland.
Epstein, U., Refreshment-rooms, Ferry Buildings, Quay Street, Auckland.

Restaurant, Tea and Luncheon Rooms, and Oyster Saloons—continued.

- Evans, W. M., Refreshment-rooms, 6 Queen Street, Auckland.
 Fitness, Charles G., People's Palace, 15 Wellesley Street East, Auckland.
 George, E., and Co., Commonwealth Dining-rooms, 275 Queen Street, Auckland.
 Gittos and Dobson, Tea-rooms, Wellesley Street East, Auckland.
 Grantham, Miss A., Windsor Tea-rooms, Queen Street, Auckland.
 Green, S., Oyster-saloon, 38 Broadway, Newmarket, Auckland.
 Haywards Limited, Tea-rooms, Grand Picture Theatre, Queen Street, Auckland.
 Howie, E. J. B., Tea-rooms, 200 Symonds Street, Auckland.
 Kent, George, and Sons, Tea-rooms, 58. Broadway, Newmarket, Auckland.
 King, Thomas, caterer, Remuera Road, Auckland.
 Kunac and Vobani, Brunswick Luncheon and Tea Rooms, Queen Street, Auckland.
 Lane, B., Luncheon and Tea Rooms, Devonport, Auckland.
 Lipanovich, J., Dominion Café, 89 Victoria Street West, Auckland.
 Maguire, Mrs. E. G., Centreway Luncheon and Tea Rooms, Queen Street, Auckland.
 Makovina, J., King George Café, Hobson Street, Auckland.
 McDonald, F., Montana Tea-rooms, 184 Karangahape Road, Auckland.
 McKeown, E., and Sons (Limited), Dining-rooms, Queen Street, Auckland.
 Meaney, M., Dive Restaurant, Queen Street, Auckland.
 Melville, C., Continental Café, 328 Queen Street, Auckland.
 Millar, Miss M., Piccadilly Tea-rooms, Strand Arcade, Auckland.
 Mills, George, King's Luncheon-rooms, France Street, Auckland.
 Moller, Miss N., Islington Tea-rooms, Customs Street East, Auckland.
 Murray, E., A B C Luncheon-rooms, 314 Queen Street, Auckland.
 Murray, Mrs. S., Tea-rooms, 3 Market Square, Auckland.
 Nairn, T., Luncheon-rooms, 281 Queen Street, Auckland.
 Nelson, A., Albert Coffee Palace, 7 Victoria Street East, Auckland.
 Newbold, F. S., caterer, Flower Street, Eden Terrace, Auckland.
 Pettie, J., Buchanan's Tea-rooms, Queen Street, Auckland.
 Phillips, Mrs. G., Trocadero Luncheon-rooms, Victoria Street East, Auckland.
 Phillipson, C., Burlington Tea-rooms, Victoria Arcade, Auckland.
 Polglase, J., Burlington Tea-rooms, 83 Karangahape Road, Auckland.
 Prior, F. W. and A., Strand Café, Strand Arcade, Auckland.
 Quoi, S., Star Dining-rooms, 64 Albert Street, Auckland.
 Salmon, J., Warwickshire Supper-rooms, 256 Karangahape Road, Auckland.
 Sanitarium Health Food Company (Limited), Vegetarian Café, Strand Arcade, Auckland.

Restaurant, Tea and Luncheon Rooms, and Oyster Saloons—continued.

Savegh, J., Refreshment-rooms, 318 Queen Street, Auckland.

Scott, Mrs. E., Mostyn Café, 44 Karangahape Road, Auckland.

Sinclair, J., caterer, Claude Road, Epsom, Auckland.

Sinclair, W., caterer, 4 Lincoln Street, Ponsonby, Auckland.

Smerdon, George, Tea-rooms, 78 Broadway, Newmarket, Auckland.

Smith and Caughey (Limited), Tea-rooms, Queen Street, Auckland.

Sneller, W. J., Shamrock Dining-rooms, Shortland Street, Auckland.

South, A. J., Thames Café, Customs Street East, Auckland.

Spenseley, Mrs. N., Broadway Tea-rooms, Queen Street, Auckland.

Stacey, E., Supper-rooms, 31 Market Square, Auckland.

Stacey, G. E., Tea-rooms, 61 Queen Street, Auckland.

Taylor, Misses M. and E., Tea-rooms, Queen Street, Auckland.

Triggs, Mrs. E., Kensington Tea-rooms, 236 Queen Street, Auckland.

Whitehead, F. M., Café Cecil, Queen Street, Auckland.

Whitehead, W. H., Coffee Palace, Cook Street, Auckland.

Woods, Mrs. J. H., Karo Luncheon and Tea Rooms, Karangahape Road, Auckland.

Wright, G. W., Tea-rooms, 162 Karangahape Road, Auckland.

Youngson, A., Tea-rooms, 35 Karangahape Road, Auckland.

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, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, 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 from the 3rd day of April, 1916, and shall continue in force until the 17th 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 17th day of March, 1916.

T. W. STRINGER, Judge.

SCHEDULE.

PART I.—PROVISIONS RELATING TO PRIVATE HOTELS.

Wages.

1. The following shall be the minimum weekly rates of pay for the following classes of workers in the establishments kept by the persons and firms mentioned under the heading "Private Hotels":—

Kitchen and scullery workers.—Males: Where five or more workers are employed in or about the kitchen and scullery of any hotel—First hand, £4 10s.; second hand, £2 15s.; third hand, £1 10s.; others, £1 7s. 6d. Where four workers are so employed—First hand, £3 15s.; second hand, £2 5s.; third hand, £1 7s. 6d.; fourth hand, £1 7s. 6d. Where three workers are so employed—First hand, £3 10s.; second hand, £2 2s. 6d.; third hand, £1 7s. 6d. Where two workers are so employed—First hand, £2 10s.; second hand, £1 10s. Where one worker is so employed, £2.

Females: In establishments where females are employed in the kitchen or scullery the minimum scale of pay for such workers shall be in the proportion of not less than three-fourths of the scale prescribed for males in similar capacities.

For the purposes of this clause a worker shall be deemed to be employed about a kitchen and scullery if he or she is substantially employed in either assisting in the cooking of food or preparing of food to be cooked, or attending to boilers and kitchen fires, or in cleaning cooking-utensils, or performing other work connected with culinary operations.

In computing the number of hands, if the employer works in the kitchen he or she shall be counted as a worker in the kitchen, and his or her rating for the purpose of payment to other employees shall be according to the work he or she is substantially engaged at.

Where a kitchen worker is required to attend to a boiler he shall be paid 5s. per week extra and in addition to ordinary rates.

Dining-room: Waiters, £1 12s. 6d.; waitresses, £1.

Housemaids, £1; housemaid-waitress, £1.

Pantry: Males, £1 7s. 6d.; females, £1.
 Porters: Day-porters, £1 5s.; night-porters, £1 10s.
 General hands, £1 5s. Lift-boys and buttons are not general hands. Billiard-marker, £1 10s. Laundresses, £1 5s.

Board and Lodging.

2. Where board is not provided for any worker covered by this part of this award such worker shall be paid 15s. per week in addition to the wages herein prescribed. Where lodging is not provided on the employer's business premises for any such worker he or she shall be paid 7s. 6d. per week in addition to the wages herein prescribed: Provided always that if an employer is willing and offers to provide suitable lodging for any such worker on the premises or reasonably near thereto, and such worker prefers to lodge elsewhere, no allowance shall then be paid to such worker for lodging.

PART II.—PROVISIONS RELATING TO OYSTER-SALOONS, RESTAURANTS, TEA AND LUNCHEON ROOMS, AND REFRESHMENT-ROOMS.

Wages.

3. The following shall be the minimum weekly rates of pay for the following classes of workers in oyster-saloons, restaurants, tea-rooms and luncheon-rooms, and refreshment-rooms:—

Kitchen and scullery workers.—Males: Where four or more workers are employed in or about the kitchen and scullery of any oyster-saloon, restaurant, tea and luncheon room, or refreshment-room—First hand, £3 15s.; second hand, £2 5s.; third hand, £1 7s. 6d.; others, £1 7s. 6d. Where three workers are so employed—First hand, £3 10s.; second hand, £2 2s. 6d.; third hand, £1 7s. 6d. Where two workers are so employed—First hand, £2 10s.; second, £1 10s. Where one worker is so employed, £2.

Females: In oyster-saloons, restaurants, tea and luncheon rooms, or refreshment-rooms, where females are employed in the kitchen or scullery the minimum scale of pay for such workers shall be in the proportion of not less than three-fourths of the rates prescribed for males in similar capacities.

For the purposes of this clause a worker shall be deemed to be employed in or about a kitchen and scullery if he or she is substantially employed in either assisting in the cooking of food or preparing of food to be cooked, or attending to boilers and kitchen fires, or in cleaning plates and cooking-utensils, or performing other work connected with culinary operations.

In computing the number of hands, if the employer works in the kitchen he or she shall be counted as a worker in the kitchen, and his or her rating for the purpose of payment to other employees shall be according to the work he or she is substantially engaged at.

Where a kitchen worker is required to attend to a boiler he shall be paid 5s. per week extra and in addition to the ordinary rates.

Dining-room: Waiters, £1 12s. 6d.; waitresses, £1 2s. 6d.

Housemaids, 17s. 6d.; housemaid-waitress, £1.

Pantry: Males, £1 7s. 6d.; females, £1 2s. 6d.

Porters: Day-porters, £1 7s. 6d.; night-porters, £1 10s.

General hands, £1 7s. 6d. Billiard-marker, £1 10s. Laundresses, £1 5s. Oyster-openers, £1 15s.

Bar-attendants and counter hands: Males, £1 10s.; females, £1.

Board and Lodging.

4. Subject as hereinafter mentioned workers covered by this part of this award shall be supplied by their respective employers with two substantial meals per working-day. It shall not be compulsory for any employer to supply his employees with meals on the day or on the half-day on which the premises are closed for business, but if employees are supplied with meals at such times no charge or deduction from the above rates of pay shall be made on account of meals so supplied: Provided further that in lieu of supplying any worker with two meals a day as hereinbefore mentioned any employer may supply such worker with one such meal per day only, in which case he shall pay such worker, in addition to the rates before mentioned, 1s. per day for every day on which he shall supply only one such meal; or he may supply no such meals, in which case he shall pay such worker, in addition to the rates before mentioned, 2s. a day for every day on which he supplies no such meals.

Employers in restaurants which provide lodgings for guests shall also provide their workers with lodgings, or shall pay the workers for whom they do not provide lodgings 7s. 6d. per week in addition to the wages hereinbefore provided.

PART III.—GENERAL PROVISIONS.

Casual Workers.

5. The following shall be the minimum rates of pay for casual work:—

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. When a waiter is employed for a single meal he shall be paid not less than 5s.

Pantrymen and pantrymaids shall be paid 7s. 6d. per day for the first three days, and thereafter ordinary wages.

Porters and general hands, 7s. 6d. per day for the first three days, and thereafter ordinary wages.

Special occasions: When the work is done away from the employer's premises—races, balls, banquets, &c.: Waiters, chefs, and barmen, £1 per day; second cooks, 15s. per day; other kitchen hands, 10s. per day; waitresses, 7s. 6d. per day. Waiters and pantry-men who are not employed by the day but who are simply employed at the function shall be paid not less than 7s. 6d. if employed three hours or less, and for any time exceeding three hours and less than a full day at the rate of 2s. 6d. per hour for every additional hour worked. Waitresses and pantrymaids employed under similar conditions shall be paid 5s. and 7s. 6d. respectively.

A day's casual labour shall not exceed ten hours.

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

Casual workers shall not be reckoned in computing the number of workers employed for the purposes of clauses 1 and 3 of this award.

Hours of Work.

6. The hours of work for all workers covered by Part I of this award shall (subject as hereinafter provided) be regulated by the provisions of the Shops and Offices Act, 1908, and its amendments in respect to licensed hotels.

The hours of work for all workers covered by Part II of this award shall (subject as hereinafter provided) be the same as those prescribed by the provisions of the Shops and Offices Act, 1908, and its amendments in respect to restaurants, and such provisions shall be deemed to be incorporated in this award.

Except in special circumstances no workers covered by this award shall be brought back to work after their day's work is finished until after an interval of at least ten hours, and workers shall be paid at the rate of time and a half for the time by which such interval is curtailed.

Holidays.

7. The working-hours above prescribed shall be worked within six days only in each week. In lieu of the half-holiday or whole holiday provided for in the above-mentioned Act, one full day's holiday of twenty-four hours on any day in each week shall be allowed to every worker covered by this award. Workers covered by this award who are engaged in establishments which are now closed for business on Sundays, and who under the preceding paragraph of this clause receive their full day's holiday on Sunday, shall be entitled, in addition to such full day's holiday, to a half-holiday from the hour of 2 p.m. on one of the working-days of the week.

Place of Engagement.

8. When an employer wishes to obtain the services of a worker he or she shall in the first instance make an application to the secretary of the union to supply him with the required worker, and if the union is not in a position to supply his or her requirements within a reasonable or prescribed time the employer may engage any person whether a member of the union or otherwise.

Preference.

9. (a.) If any employer shall hereafter engage any worker coming within the scope of this award who shall not be a member of the union, and who shall not become a member thereof within seven days after his engagement and remain such member, 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.

(b.) The provisions of the foregoing clause shall operate only if and so long as the rules of the union shall permit any worker coming within the scope of this award 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 application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

Time and Wages Book.

10. (a.) Every employer bound by this award shall keep a time and wages book, in which shall be correctly recorded (1) the name of every worker employed, (2) the kind of work on which he or she is employed, (3) the daily hours of his or her employment, (4) the wages paid each week, (5) the holidays fixed for each employee in every week.

(b.) In every establishment covered by this award the employer shall cause to be posted up in a conspicuous place a time-sheet showing in the case of each worker the ordinary daily hours for commencing and finishing work.

Payment of Wages.

11. Wages shall be paid in cash weekly unless 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.

Probationers.

12. Employers bound by this award shall be at liberty to employ as waitresses female probationers, for a period not exceeding three months at a wage of not less than 15s. per week, in the proportion of one probationer to each three or fraction of three employees in

receipt of not less than the specified minimum wage. Only one period of probation shall be allowed, and after serving the specified period of probation the probationer shall be paid the minimum wage herein prescribed.

Midday Waitresses and Pantrymaids.

13. Midday waitresses and pantrymaids may be employed to work between the hours of 11.45 a.m. and 2.30 p.m. at the rate of 15s. per week, one meal to be provided each day worked. Such workers, if worked beyond the hours before mentioned, shall be paid at the rate of 1s. per hour for all overtime.

Uniforms.

14. Where special uniforms are required the same shall be supplied by and at the expense of the employer, and shall be and remain the property of the employer.

Scope of Award.

15. (a.) This award shall apply only to employers carrying on business within a radius of fifteen miles from the Chief Post-office in the City of Auckland.

(b.) The only employers intended to be bound by the provisions of this award (other than restaurant-keepers, luncheon-room, tea-room, refreshment-room, and oyster-saloon keepers) are those named herein under the heading of "Private Hotels," and they shall be bound only in respect of the specified establishments, and the provisions of subsection (3) of section 90 of the Industrial Conciliation and Arbitration Act, 1908, shall not apply so as to extend this award to employers in other similar establishments unless they are hereafter expressly added as parties to this award.

Term of Award.

16. (a.) This award shall come into force on the 3rd day of April, 1916, and shall continue in force until the 17th day of April, 1917.

(b.) The Court reserves the right to suspend, alter, amend, or vary any of the provisions of this award either of its own motion or, with the leave of the Court first obtained, on application of any party to this award.

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 17th day of March, 1916.

____ T. W. STRINGER, Judge.

MEMORANDUM.

This award is based on the awards already made in connection with similar establishments in the Wellington and Otago and Southland Districts.

In determining as to which of the parties cited should be brought under the award as private hotels we have been guided by the nature of the business done in the various establishments, the number of workers employed, and the tariff charged. The dividing-line drawn by us between those who should and those who should not come under the award is more or less arbitrary, and probably could not be justified on any logical grounds; but the only alternatives open to us were either to exclude or to include all boardinghouses, and neither of these alternatives seemed reasonable or proper, and we were forced therefore to adopt a middle course which will at least have the effect of placing the workers employed in the more important establishments under similar conditions to those employed in hotels.

We strongly advise the boardinghouse-keepers who are not included in this award to place workers in their employ, if reasonably practicable to do so, under similar conditions so far as wages and holidays are concerned to those provided for the workers covered by this award, as failure to do so will afford good grounds for seeking to bring them under the award.

We had some doubt as to whether we should grant preference to unionists in this case in view of the fact that in November, 1913, the union endeavoured to obtain concessions from the employers under threat of a strike. Having regard to the lapse of time, however, and to the fact that one class of the employers had agreed to the preference clause being inserted in the award, we have decided to insert it.

T. W. STRINGER, Judge.

NOTE.—Section 90, subsection (1) (d), of the Industrial Conciliation and Arbitration Act, 1908, provides that, notwithstanding the expiration of the currency of the award, the award shall continue in force until a new award has been duly made or an industrial agreement entered into, except where the registration of an industrial union of workers bound by such award has been cancelled.