

## CANTERBURY INDUSTRIAL DISTRICT.

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(5023.) CANTERBURY HOTEL WORKERS EMPLOYED BY MEMBERS OF CANTERBURY LICENSED VICTUALLERS' ASSOCIATION OUTSIDE OF CHRISTCHURCH CITY AND SUBURBS.—AGREEMENT.

In the matter of an industrial dispute between the Canterbury Licensed Victuallers' Association Industrial Union of Employers and the Canterbury Hotel and Restaurant Employees' Industrial Union of Workers.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, this 28th day of September, 1918, between the Canterbury Licensed Victuallers' Association Industrial Union of Employers, registered as an industrial union of employers under the said Act, of the one part, and the Canterbury Hotel and Restaurant Employees' Industrial Union of Workers, also registered under the said Act.

Agreement arrived at between the Canterbury Licensed Victuallers' Association Industrial Union of Employers on the one hand and the Canterbury Hotel and Restaurant Employees' Industrial Union of Workers on the other :—

### *Hours of Work.*

1. (a.) The hours of work for all workers coming within the scope of this agreement 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 ten 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.*

(a.) The working-hours above prescribed shall be worked within six days only in each week. One full day's holiday of twenty-four hours on any day in each week shall be allowed to each worker in every hotel.

(b.) Assistants who are substantially employed in hotel-bars, and who under the preceding clause receive their full day's holiday on a Sunday, shall be entitled, in addition to such full-day's holiday, to a half-day's holiday from the hour of 1 o'clock in the afternoon on one of the six working-days in each week.

#### *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. Kitchen: Where two hands are employed—Chef, £2 10s. per week; second, £1 12s. 6d. per week. Where one hand is employed—Male cook, £2 per week; female cook, £1 12s. 6d. per week. Where two females are employed—First, £2 per week; second, £1 5s. per week.

Where only two females are employed in a hotel: Where only two females are employed in a hotel they shall be classed as "cook-general" and "housemaid-general," and shall be paid not less than the following weekly rates of wages: Cook-general, £1 12s. 6d.; housemaid-general, £1 4s.

Waitresses: Waitresses shall be paid not less than £1 4s.

Housemaids: Housemaids shall be paid not less than £1 2s. 6d. Where the housemaid assists in the dining-room or elsewhere she shall be paid not less than £1 3s.

Barmen: Barmen, £2 10s.

Bar-porter: Where porters are employed in the bar to do bar-men's work they shall be classed as bar-porters, and may be employed in the bar not more than the hours herein specified, and shall be paid not less than £1 17s. 6d. per week.

Specified hours for bar-porters: Barman's half-holiday relief, during one afternoon in each week from the hour of 1 o'clock, such period in the bar to be for the purpose of relieving the barman on his half-holiday. The period for which a bar-porter shall relieve in the bar shall not exceed three hours in any one day, except on the day he acts as half-holiday relief.

Rush hours: When the War Regulations Act ceases to exist the bar-porter may assist in the bar between the hours of 8 p.m. and 10 p.m. on the nights of Friday and Saturday in each week.

Porters: Day-porters, £1 10s.

*Casual Labour.*—"Casual employee" shall mean any employee engaged for temporary work in a hotel for a less period than fourteen days.

The following shall be the minimum rate of pay for casual work: Waiters, 10s. per day; waitresses, 7s. 6d. per day. Waiters and waitresses engaged for one meal shall be paid not less than 5s. Housemaids, 7s. 6d. per day; laundresses, 4s. per half-day, 7s. 6d. per day; pantry hands, 7s. 6d. per day; porters, per day or night, 7s. 6d.; barmen, 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.

Any worker who is at present in receipt of wages in excess of those prescribed in the foregoing clauses shall not have his or her wages reduced.

#### *Board and Lodging.*

4. Where board is not provided to any worker covered by this agreement 15s. per week shall be paid in addition to the above rates; where lodging is not provided they shall receive an additional 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 be paid to such worker for lodging.

#### *Payment of Wages.*

5. Wages shall be paid weekly. For the purpose of computing a broken week wages shall be based on a six-days week.

#### *Termination of Engagement.*

6. Where no agreement in writing is made fixing the period of notice then notice of not less than twenty-four hours shall be given by either party. Where notice is not given before or at the usual hour of starting work the commencement of the period of notice shall date from the usual hour of starting work on the succeeding day. Employers shall be entitled to keep in hand two days' pay. Two days' pay may be given in lieu of notice.

#### *Preference.*

7. Employers shall employ members of the union in preference to non-members, provided there are members of the union available and competent to perform the work required to be done. The production of references from the worker's last employer, or the last two employers should the worker have been employed by more than one employer in the district covered by this agreement, certifying the worker to be competent, sober, and honest, shall be considered sufficient proof of competency.

When a non-unionist has been before or shall be after the coming into force of this agreement engaged by an employer in consequence of the union being unable to supply a worker able and willing to undertake the work required to be done, or for any other reason, the union shall, unless such engaged worker shall in the meantime have joined the union, at any time after seven days' notice to the employer, have the right to supply in place of the worker engaged a union worker competent to perform the work required to be done (proof of competency to be as herein set forth), and upon receipt of such notice the employer shall discharge such non-union worker, and upon the expiration of seven days' notice in his place engage such union worker.

All employers covered by this agreement shall engage all workers through the workers' union, provided that the workers' union shall establish and maintain an employment bureau within a mile of the Christchurch Post-office, which shall have telephone connection with the Central Exchange, and wherein shall be kept a book termed the "employment-book," wherein shall be entered the names and addresses of all workers in the industry reporting themselves for the time being out of employment, together with a description of the branch of the industry in which such worker claims to be proficient, and the name and address of the last employer by whom the worker shall have been employed. Immediately upon receiving notice that the worker has obtained employment a note to that effect shall be entered in such book. The executive of the union shall use their best endeavours to verify all entries contained in such book. Every employer shall have access to such book during office-hours. It shall be the duty of the secretary of the union, on the application of an employer for an employee to fill a vacancy, to immediately notify such employer as to whether a suitable employee is available, and if a suitable employee is not available to take such steps as may be deemed necessary to procure a worker to fill the vacancy. No fee or charge shall be made to any employer, and failure on the part of the union to observe any of the conditions of this clause shall leave the employer free to employ whom he may think fit.

The secretary or organizing secretary shall be permitted to interview employees at their place of employment in any week at a suitable time to be arranged between the employer and the secretary of the union.

#### *8. Certificate of Service.*

Name :	Period of service :
In what capacity employed :	
Date of leaving :	Reason for leaving :
General conduct and competency :	

A certificate of service in form as above shall be issued by employers to an employee, or forwarded to the secretary of the union on behalf of the employee, not later than twenty-four hours after the employee has left the service. Employers may not issue

a certificate of service to an employee who has been less than three months in their employ. Every recipient of a certificate of service shall have the same stamped with the seal of the union before presenting it to an employer.

*Method of computing Workers.*

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

*Special Committee.*

10. Any industrial conditions not covered by this agreement which may tend to cause friction between the employers and employees shall, before any other action be taken, be referred to a joint committee consisting of the president and secretary of the licensed victuallers' union and the president and secretary of the employees' union. Such committee shall use every endeavour to take such steps as may seem to them desirable to enable them to arrive at a satisfactory decision. Every decision of the committee shall be deemed final, and shall be strictly observed by all parties concerned.

*Scope of Agreement.*

11. This agreement shall apply to all persons carrying on business as hotelkeepers in the Industrial District of Canterbury who are members of the Canterbury Licensed Victuallers' Association and who are not already covered by an industrial agreement.

When an employer engages an employee he shall pay his or her fare to his place of business if the employee stays in his employ for three months.

This industrial agreement shall come into force on the 28th day of September, 1918, and remain in force until the 28th day of September, 1920.

Signed for and on behalf of the Canterbury Licensed Victuallers' Association Industrial Union of Employers, this 28th day of September, 1918—

[SEAL.]

E. NORDON, Secretary.

Signed for and on behalf of the Canterbury Hotel and Restaurant Employees' Industrial Union of Workers, this 28th day of September, 1918—

[SEAL.]

P. W. EVANS, Secretary of Union.

Witness to signatures—W. H. Hagger, Conciliation Commissioner.

NOTE.—Section 25, subsection (4), of the Industrial Conciliation and Arbitration Act, 1908, provides that, notwithstanding the expiry of the term of the industrial agreement, it shall continue in force until superseded by another industrial agreement or by an award of the Court of Arbitration, except where the registration of an industrial union of workers bound by such agreement has been cancelled.