

NELSON INDUSTRIAL DISTRICT.

(8294.) NELSON TEA-ROOMS AND RESTAURANT EMPLOYEES.— AWARD.

In the Court of Arbitration of New Zealand, Nelson 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 Nelson Hotel, Private Hotel, Club, and Restaurant Workers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Nelson.

Benyon, S. M., Marble Bar, Trafalgar Street.
 Day, G. A., Tea-rooms, Bridge Street.
 Hacker, F., Kosy Lounge, Hardy Street.
 Hare, Mrs. F., Cafe de Paris, Bridge Street.
 McLean, A., Excelsior Tea-rooms, Bridge Street.
 Peacock, Mrs., Ye Shakespear Tea-rooms, Trafalgar Street.
 Radford, J. T., Tahunanui Kiosk, Tahunanui.
 Rae, Mrs. W. H., Haeremai Tea-rooms, Bridge Street.
 Rae, Mrs. W. H., Tasmanian Cafe, Bridge Street.
 Skyring, W., Natural Food Company, Hardy Street.
 Trathen and Co., Tea-rooms, Trafalgar Street.
 Walker, Mrs., Tea-rooms, Bridge Street.
 White, Charles, Grand Cafe, Hardy Street.
 White, Charles, Savoy Cafe, Bridge Street.
 White, George, Burlington Cafe, Hardy Street.

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 a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 1st day of September, 1925, and shall continue in force until the 1st day of January, 1927, 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 affixed, and the Judge of the Court hath hereunto set his hand this 18th day of August, 1925.

[L.S.]

F. V. FRAZER, Judge.

Schedule.

Hours of Work.

1. (a.) Forty-eight hours shall constitute a week's work, and not more than ten hours shall be worked on any day without payment of overtime.

(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.

(c.) No female shall be employed after the hour of 10.30 p.m. in contravention of the provisions of the Shops and Offices Act, 1921-22.

Holidays.

2. (a.) The working-hours above prescribed shall be worked within six days only in each week.

(b.) One full day's holiday of twenty-four consecutive hours shall be allowed to every worker covered by this award, and, so far as the exigencies of the business will reasonably permit, each worker respectively shall receive his or her holiday on the same day in each week.

(c.) Workers who are engaged in establishments which are closed for business on Sundays, or who under the preceding subclause of this clause receive their full day off 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.

(d.) In lieu of allowing one full day's holiday of twenty-four hours in each week (or a half-day's holiday, as the case may be) as herein-

before provided, it shall be lawful for an employer to allow any worker, by mutual agreement, leave of absence on full pay, as hereinafter defined, at the ordinary rate of pay, for a period of fourteen days, instead of a full day's holiday and seven days instead of a half-day's holiday for every period of three months during which the holiday or half-holiday is so suspended, or, in the event of the service not continuing for three months, for a period proportionate to the length of service: Provided that notice of any such arrangement, stating the name of the worker with whom it has been made, shall be sent by post or wire by the employer to the Inspector of Awards and the secretary of the union in the district concerned within forty-eight hours after such arrangement has been made.

(e.) In show and race weeks the half-holiday or full day's holiday may be suspended if, in lieu thereof, the employer allows, in the case of the worker whose half-holiday is suspended, one period of twenty-four hours' holiday instead of the usual half-holiday in one of the two weeks immediately following the week in which the half-holiday is so suspended; and, in the case of the worker whose full day's holiday is suspended, one period of forty-eight hours' holiday instead of the usual full day's holiday in one of the two weeks immediately following the week in which the full day's holiday is so suspended: Provided that any employer desiring to suspend any worker's holiday shall give not less than seven days' notice of his intention to do so to the nearest Inspector of Awards and to the secretary of the union in the district concerned.

Nothing in subclauses (d) and (e) of this clause shall permit of the employment of a worker for more than forty-eight hours in any one week without payment of overtime.

Annual Holidays and Special Payments.

3. (a.) Employees who work on Christmas Day or Good Friday shall be paid double rates for such work.

(b.) Employees who work on Boxing Day, Easter Monday, Sovereign's Birthday, or Labour Day shall be paid time-and-a-half rates for such work.

(c.) "Double rates" means one day's pay in addition to ordinary wages.

(d.) "Time-and-a-half rates" means one half-day's pay in addition to ordinary wages.

(e.) All employees shall be allowed one week's holiday on full pay after the completion of twelve months' service under this award.

(f.) Such holiday is to be given and taken within a period of two months after the completion of the twelve months' service.

(g.) Where a worker's employment is terminated and such worker has been employed for six months or more but not exceeding twelve months, such worker shall be entitled to a proportionate allowance of holidays.

(h.) In the case of the transfer of a business the employer shall pay his proportionate share of holiday-money due to each worker at the time of the transfer, provided that the period of the worker's employment is three months or more but less than six months.

(i.) "Full pay" means cash wages plus amount allowed for board and lodgings as provided in clause 10 hereof.

Wages.

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

KITCHEN.

(a.) Where six or more hands are employed :—

	Males.			Females.		
	£	s.	d.	£	s.	d.
Chief cook	5	5	0	4	14	0
Second cook	3	15	0	3	6	6
Third cook	2	10	0	2	4	0
All other workers	2	5	0	1	17	6

(b.) Where five hands are employed :—

Chief cook	5	2	0	4	11	0
Second cook	3	12	0	3	3	6
Third cook	2	9	6	2	3	6
All other workers	2	5	0	1	17	6

(c.) Where four hands are employed :—

Chief cook	4	12	0	4	1	0
Second cook	3	2	0	2	13	6
Third cook	2	7	0	1	18	6
All other workers	2	5	0	1	17	6

(d.) Where three hands are employed :—

Chief cook	3	19	6	3	13	6
Second cook	2	12	0	2	6	0
All other workers	2	5	0	1	17	6

(e.) Where two hands are employed :—

Chief cook	3	2	0	2	16	0
Second cook	2	7	0	1	18	6

(f.) Where one hand is employed 2 9 6 2 3 6

(g.) Kitchen hand attending to boiler, 5s. per week extra.

For the purpose of this clause a worker shall be deemed to be employed about a kitchen and scullery if he or she is 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 carving, or serving sweets, or any other operations connected with the business of the kitchen.

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

DINING-ROOM.				£	s.	d.
Waiter .. . . .	..	..	..	2	17	0
Head waitress (if three or more waitresses are employed) .. . . .	..	..	..	1	17	6
Other waitresses .. . . .	..	..	..	1	13	0
Housemaid-waitress .. . . .	..	..	..	1	13	0
OTHER CLASSES.						
Housemaid .. . . .	..	..	..	1	13	0
Pantrymaid .. . . .	..	..	..	1	13	0
Laundress .. . . .	..	..	..	1	13	0
Linenmaid .. . . .	..	..	..	1	13	0
Relieving-maid .. . . .	..	..	..	1	13	0
Pantryman .. . . .	..	..	..	2	5	0
Porter (day) .. . . .	..	..	..	2	5	0
Porter (night) .. . . .	..	..	..	2	7	0
Oyster-opener .. . . .	..	..	..	2	15	6
General hands—						
Male .. . . .	..	..	..	2	5	0
Female .. . . .	..	..	..	2	2	6
Bar-attendants and counter hands or dispensers in marble bars—						
Male .. . . .	..	..	..	2	17	0
Female .. . . .	..	..	..	1	13	0

A "general hand" may be employed in any capacity desired by his or her employer, but, in the event of a general hand being employed in any special capacity for more than one-third of his or her time during any one week, such worker shall be paid the wages fixed for any such special capacity if such wages are in excess of the ordinary wages received by the worker in question: Provided, however, that the term "general hand" shall not apply in the case of a housemaid, housemaid-waitress, or waitress required to relieve in the pantry, or in the case of a pantrymaid being required to relieve in the dining-room or housemaid's work.

On the day of the holiday as provided, or in cases of emergency, an employer may require any worker in his employment to perform the work usually performed by another worker at the same rate of wages as is fixed for his or her own department: Provided that if such services extend over more than one day in any week the appropriate higher rate shall be paid for each succeeding day.

Probationers.

5. Employers shall be at liberty to employ as waitresses, housemaid-waitresses, bar-attendants, counter hands, or dispensers in marble bars, female probationers, for a period not exceeding six months, at a wage of not less than 17s. 6d. per week, in the proportion of one

probationer to each three or fraction of three employees engaged as waitresses, housemaid-waitresses, bar-attendants, counter hands, or dispensers in marble bars respectively in receipt of not less than the specified minimum wage. Only one period of probation shall be permissible, and after serving the specified period of probation the probationer shall be paid the minimum wage herein specified. Employers shall notify the nearest Inspector of Awards within seven days after engaging a probationer under this clause.

Casual Labour.

6. The following shall be the minimum rates for casual workers :—

(a.) Kitchen : Chef, £1 5s. per day for the first three days, thereafter ordinary wages.

(b.) Second cook, 17s. 6d. per day for the first three days, thereafter ordinary wages.

(c.) All other workers, 12s. 6d. per day for the first three days, thereafter ordinary wages.

(d.) Waiters, 15s. per day for the first three days, thereafter ordinary wages.

(e.) Waitress, 12s. 6d. per day for the first three days, thereafter ordinary wages.

(f.) When a waiter or waitress is employed for a single meal he or she shall receive 7s. 6d. A "single" meal shall mean either a breakfast, dinner, luncheon, or tea.

(g.) Pantryman, 12s. 6d. per day for the first three days, thereafter ordinary wages.

(h.) Pantrymaids, 10s. per day for the first three days, thereafter ordinary wages.

(i.) Porters and general hands, 12s. 6d. per day for the first three days, thereafter ordinary wages.

(j.) Laundresses, 10s. per day.

(k.) All meals for casual employees are to be provided during the period of their employment.

(l.) A worker shall be deemed to be employed as a casual worker if his or her engagement is for a period of less than seven days.

(m.) A worker shall not be compelled to work longer than five hours without an interval of half an hour for a meal.

(n.) A day's casual labour shall not exceed eight hours.

Special Occasions.

7. Where work is to be done away from the employer's premises, such as at races, banquets, balls, outings, &c. :—

(a.) Chefs, £1 7s. 6d.; second cooks, £1 2s. 6d.; other kitchen hands, 15s., per day.

(b.) Waiters and pantry hands, 15s. per day of eight hours.

(c.) Waitresses, 12s. 6d. per day of eight hours.

(d.) Waiters, waitresses, and pantry hands who are employed otherwise than by the day shall be paid not less than 7s. 6d. if employed for three hours or less, and for any time exceeding three hours, at the rate of 2s. 6d. per hour for every additional hour worked.

(e.) Where workers are engaged by the day and are required to work later than midnight they shall be entitled to 1s. per hour additional to the daily wage for each hour worked after midnight until completion of the eight hours' period covered by the daily wage, and thereafter 2s. 6d. per hour.

(f.) An employer shall provide his workers with meals, and shall pay all fares and travelling-time from the time of departure from his place of business to attend a function until the time of arriving there on the return journey.

(g.) Except as to subclause (f), this clause shall not apply to members of the employer's staff usually employed at the employer's place of business, when temporarily transferred from the employer's premises to other premises where a function is being held: Provided, however, that in the case of permanent employees being employed away from the employer's premises after 8 p.m., such employees shall be deemed to be casual workers for that particular work, and shall be paid under this clause.

(h.) "Travelling-time" shall cover time before 8 a.m. and after 5 p.m. only.

Period of Notice.

8. (a.) 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, but this shall not affect the employer's right to dismiss an employee without notice or misconduct or other good cause: Provided that it shall not be lawful under this award for either the worker or the employer to give notice to terminate service on Saturday or Sunday of any week or on the day preceding or day of any public holiday.

(b.) For the purpose of computing broken time six or seven days shall count as a week, according to whether the business is a six- or seven-day establishment.

(c.) If any employer dismisses an employee without notice and without good cause he shall pay the employee two days' full pay as hereinbefore defined. If an employee leaves his employer's service without notice and without good cause he or she shall forfeit two days' full pay. The employer shall be entitled to keep in hand two days' pay.

Payment of Wages.

9. (a.) Wages shall be paid weekly unless otherwise agreed upon in writing.

(b.) Deductions may be made from the weekly wages for any time lost by an employee through sickness or default.

Board and Lodging.

10. (a.) Subject as hereinafter mentioned, workers covered by this award shall be supplied by their respective employers with two substantial meals per working-day. It shall not be obligatory for any employer to supply his or her 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 the 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 meal per day only, in which case he or she shall pay the worker, in addition to the rates above mentioned, 1s. per day for every day on which he or she shall supply only one such meal; or he or she may elect not to supply any such meals, in which case he or she shall pay to such worker, in addition to the rates of pay above mentioned, 2s. per day for every day on which he or she supplies no meals.

(b.) In establishments which close for business not later than 6 p.m. it shall not be necessary to supply workers with more than one substantial meal—viz., at midday—or its equivalent 1s., and one light meal in the afternoon.

(c.) A "substantial meal" means a meal with meat, entrees, fish, or eggs, and shall be well cooked and of good and sufficient quantity and quality.

(d.) 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 mentioned.

Overtime.

11. All time worked in excess of the hours herein specified shall be deemed overtime, and shall be paid for at the rate of time and a half on full pay as hereinbefore defined for the first four hours, and thereafter double time.

Method of counting Workers.

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

Copy of Award.

13. Every employer bound by this award shall at all times cause to be exhibited and maintained in a conspicuous place on the premises, and in such a position as to be easily read by his employees, a notice containing the name and address of the Inspector of Awards of the district, and a statement of the holidays and working-hours of each of his employees, and a copy of this award.

Time and Wages Book.

14. Every employer bound by this award shall keep a time and wages book in which shall be correctly recorded (a) the name of every worker employed, (b) the kind of work on which he or she is employed, (c) the daily hours of his or her employment, (d) the wages paid each week.

Holiday-book.

15. (a.) An approved holiday-book shall be kept in some place accessible to the workers, showing the whole holiday fixed in each week for each worker; and such book shall be signed by such worker before leaving the premises.

(b.) Every worker who fails to sign the record provided, or who signs an incorrect record, shall be deemed to have committed a breach of this award.

Preference.

16. (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 fourteen 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 this 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 1s. per week.

(c.) The local secretary or organizing secretary of the union shall be permitted to interview employees at their place of employment on any one day in each week at a suitable time to be arranged between the employer and the secretary of the union.

(d.) Employers shall, if requested by the organizing secretary of the union, supply him with a list of the names of the members of the staff.

Under-rate Workers.

17. (a.) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall

think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b.) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(c.) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d.) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e.) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Emergency Waitresses, Pantrymaids, and Bar-attendants.

18. (a.) Emergency waitresses and pantrymaids may be employed on six days a week, between the hours of 11.45 a.m. and 2.30 p.m., or between the hours of 5 p.m. and 7.30 p.m., at the rate of 17s. per week for each service; one meal to be provided for each service on each day worked.

(b.) Waiters and male bar-attendants may be employed between 8 p.m. and 11.30 p.m. at the rate of £1 15s. per week.

Uniforms and Aprons.

19. (a.) Where special uniforms are required, other than the ordinary dresses aprons, and facings usually worn by female servants, the same shall be supplied and laundered at the employer's expense, and shall be and remain the property of the employer.

(b.) Where the employer does not launder the aprons, caps, and facings worn by employees, he or she shall provide laundry accommodation for same to be done on the premises, or in lieu thereof shall pay 3s. per week in addition to the wages prescribed.

(c.) "Laundry accommodation" means use of tubs, copper, laundry-iron, and drying accommodation.

Scope of Award.

20. This award shall operate throughout the Nelson Industrial District.

Term of Award.

21. This award shall come into force on the 1st day of September, 1925, and shall continue in force until the 1st day of January, 1927.

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 18th day of August, 1925.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

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

F. V. FRAZER, Judge.
