

(8295.) NELSON PRIVATE-HOTEL 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") :—

*Private-hotel Keepers.*

Nelson—

Acheson, Mrs. E. J., Wainui House, Nile Street.

Andrews, J., "Airedale," Hardy Street.

Ball, Mrs. Una, Karamea Private Hotel, Karamea.

Chapman, R. B., Montreal Private Hotel.

Flower, A., Lake Rotoroa Accommodation-house, Gowan.

Lunn, Mrs. H., "Inangahua," New Street.

McNabb, M., Railway Private Hotel, Gloucester Street.

Moore, Mrs. J., "Carlton," Bridge Street.

Parker, M. H., "Naumai," Bridge Street.

Stent, Mrs. S., "Sea View," Haven Road.

Walter, Mrs. J. S., "Metropolitan," Bridge 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 September, 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 20th day of August, 1925.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

*Hours of Work.*

1. (*a*.) The hours of work for all workers coming within the scope of this award shall not exceed forty-eight hours in any one week without payment of overtime, and not more than ten hours shall be worked on any one 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 on full pay for the time by which such interval is curtailed.

*Overtime.*

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

*Holidays.*

3. (*a*.) Save as hereinafter provided 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: Provided that in lieu of allowing the full day's holiday as aforesaid it shall be competent for an employer, by mutual agreement with any worker, to allow such worker two half-holidays in each week, such agreement to be reduced to writing, and notice thereof sent by the employer to the local Inspector of Awards and the secretary of the union within forty-eight hours after such agreement has been entered into. On the day on which any such half-holiday is given the worker shall not be required to perform more than four hours' work, and shall not be employed later than 2 p.m.

(c.) (i.) In lieu of allowing one full day's holiday of twenty-four hours in each week as hereinbefore provided it shall be lawful, by mutual agreement, for an employer to allow any worker leave of absence on full pay, as hereinafter defined, at the ordinary rate of pay for a period of fourteen days for every period of three months during which the 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.

(ii.) In Show and Race Weeks the full day's holiday may be suspended if in lieu thereof the employer allows in the case of any 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 the secretary of the union in the district concerned.

Nothing in this subclause (c) shall permit of the employment of a worker for more than forty-eight hours in any one week without payment of overtime.

#### *Special Days.*

4. (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, New Year's Day, Easter Monday, Labour Day, or the Sovereign's Birthday 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.

*Annual Holiday.*

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

(b.) Such holiday is to be given and taken within a period of two months after it becomes due.

(c.) Upon the termination of employment of a worker who has been employed for more than six months and less than twelve months, such worker shall be entitled to a proportionate allowance for holiday days.

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

(e.) "Full pay" means cash wages plus the amount allowed for board and lodging as provided in clause 11 hereof.

*Wages.*

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

## KITCHEN.

	Males.			Females.		
	£	s.	d.	£	s.	d.
Where six or more hands are employed :—						
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
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
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
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
Where two hands are employed :—						
Chief cook .. .. .	3	2	0	2	16	0
Second cook .. .. .	2	7	0	1	18	6
Where one hand is employed .. .. .	2	9	6	2	3	6
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 (employed as such where three or more waitresses are employed)	..			1	16	0
Other waitresses .. .. .	..	..	..	1	11	0
Housemaid-waitress .. .. .	..	..	..	1	11	0

OTHER CLASSES.				£	s.	d.
Housemaids .. .. .	..	..	..	1	11	0
Pantrymen .. .. .	..	..	..	2	5	0
Pantrymaids .. .. .	..	..	..	1	11	0
Porters (night) .. .. .	..	..	..	2	7	0
Porters (day) .. .. .	..	..	..	2	5	0
General hands (male) .. .. .	..	..	..	2	5	0
General hands (female) .. .. .	..	..	..	2	1	0
Laundresses .. .. .	..	..	..	1	13	6
Linen-maids .. .. .	..	..	..	1	13	6
Relieving-maids .. .. .	..	..	..	1	11	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 hereinbefore 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.*

7. Employers bound by this award shall be at liberty to employ as waitresses or housemaid-waitresses, female probationers for a period not exceeding six months, at a wage of not less than 17s. 6d. per week, in the proportion of not more than one probationer to each three or fraction of three employees engaged as waitresses or housemaid-waitresses in receipt of not less than the specified minimum wage. Only one period of probation shall be permissible, and after having once served the specified period of probation with any employer the worker 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.*

8. 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" mean 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 day's casual labour shall not exceed eight hours.

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

*Special Occasions.*

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

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

(b.) Waiters and pantryhands, 15s. per day.

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

(d.) Waiters, waitresses, and pantrymaids who are simply employed at the function 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.) 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.

(f.) Except as to subclause (e), 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.

(g.) "Travelling-time" shall not mean any time included in the eight-hour period covered by the wage rate.

#### *Terms of Employment.*

10. (a.) Wages shall be paid weekly. At the termination of the service wages shall be paid without delay.

(b.) Forty-eight hours' notice of termination of service shall be given by the employer or employee, unless a lesser period of time is agreed on in writing between the individual employer and employee, but this shall not affect the employer's right to dismiss an employee without notice for misconduct or other good cause: Provided that it shall not be lawful under this award for either the worker or the employer to give such notice on a Saturday or Sunday of any week or on the day preceding or day of any public holiday. It shall not be a sufficient compliance with this clause requiring an employer to give forty-eight hours' notice unless such notice is given outside and independent of any period during which a worker is on accumulated leave, under clause 3 hereof.

(c.) If an employer dismisses an employee without notice and without good cause, he or she shall pay the said 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' pay. The employer shall be entitled to keep in hand two days' pay.

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

(e.) No deduction shall be made from the weekly wages except for time lost through sickness or default of a worker.

#### *Board and Lodging.*

11. (a.) Where board is not provided for any worker covered by this award, such worker shall be paid £1 per week in addition to the

wages herein prescribed. Unless employers provide meals for their employees on their day off they shall be paid a further sum of 3s. per day.

(b.) Where lodging is not provided for any such worker, he or she shall be paid 10s. per week in addition to the wages herein prescribed.

(c.) Employees who are married and elect to lodge off the employer's premises shall be paid, in addition to their wages, the allowance provided in subclause (b) hereof.

(d.) No employer shall require more than two employees to sleep in one room, except in special cases, and where only one night-porter is employed he shall have a room to himself. Such rooms shall be properly ventilated and lighted, and shall contain not less than 480 cubic feet of air-space for each person accommodated.

#### *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, and in such a position as to be easily read by the employees, a notice containing the name and address of the Inspector of Awards of the district, 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, and such book shall be signed by each worker before leaving the premises.

(b.) Every worker who fails to sign the record provided or who signs an incorrect record shall be liable to a fine of £1.

#### *Uniforms and Aprons.*

16. (a.) Where special uniforms are required, other than the ordinary dresses, aprons, caps, 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 the employees he or she shall provide laundry accommodation for the 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.

*Preference.*

17. (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 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.*

18. (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.

*Scope of Award.*

19. (a.) This award shall operate throughout the Nelson Industrial District.

(b.) The only employers intended to be bound by the provisions of this award are those named herein under the heading of "Private-hotel Keepers" and their respective successors in business, and each of such employers and their respective successors in business shall be bound only in respect of any of the specified establishments which he or she may for the time being conduct; and the provisions of section 90, subsection (3), 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 the award.

*Term of Award.*

20. This award shall come into force on the 1st day of September, 1925, and shall continue in force until the 1st day of September, 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 20th 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.