

(10657.) WESTLAND TEA-ROOMS AND RESTAURANT EMPLOYEES.—
AWARD.

In the Court of Arbitration of New Zealand, Westland Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925 ; and in the matter of an industrial dispute between the Westland Hotel, Restaurant and Boardinghouse Employees' Industrial Union of Workers (hereinafter called " the union ") and the undermentioned persons, firms, and companies (hereinafter called " the employers ") :—

Greymouth—

Buckley, M., Everybody's Tea-rooms, Tainui Street.
Harker, G., Harker's Tea-rooms, Ltd., Mackay Street.
Hill, Arthur, Marble Bar, Leonard Street.
Lima, H., Lima's Marble Bar, Tainui Street.
Meates, Mrs. R., Marble Bar and Ice-cream Parlour, Tainui Street.
Moore, H., Tea-rooms and Marble Bar, Mackay Street.
Munday, A., Trocadero Refreshment-rooms, Boundary Street.
Rohloff, Mrs. E., Marble Bar, Mackay Street.
Saraty, Miss B., De Luxe Tea-rooms, Boundary Street.

Hokitika—

Dowell, D. R., Refreshment-rooms, Revell Street.
Malloch, Mrs. A. J., Tea-rooms, Revell Street.
McMullan, A. E. L., Tea-rooms, Hamilton Street.
Preston, Mrs. F., Tea-rooms, Revell Street.

Waiuta—

Beard, Mrs. S. E., Restaurant and Boardinghouse.
 Harris, Mrs. M. A., Restaurant and Boardinghouse.
 Larcombe, Mrs. C., Restaurant and Boardinghouse.
 Mitchell, Mrs. J. C., Restaurant and Boardinghouse.

Westport—

Bradley, C., Ice-cream Parlour, Palmerston Street.
 Ferguson, A., Ice-cream Parlour, Palmerston Street.
 Hansby, R., Ice-cream Parlour, Palmerston Street.
 Herd, Mrs. C., Tea-rooms, Palmerston Street.
 Johnson, L., Ice-cream Parlour, Palmerston Street.
 Kearns, G., Ice-cream Parlour, Palmerston Street.
 Leighton, Mrs. E., Ice-cream Parlour, North Beach.
 McIntyre, Miss B., Boardinghouse, Bright Street.
 Milroy, Mrs., The Maire Tea-rooms, Palmerston Street.
 Morganto, Mrs. L., Temperance Restaurant, Palmerston Street.
 Penny, A., Restaurant, Palmerston Street.
 Phibbs, W., Zipp Restaurant, Palmerston Street.
 Robinson, J., Elite Tea-rooms, Palmerston Street.
 Robinson, J., Ice-cream Parlour, Palmerston Street.
 Ridsdale, Mrs. E. B., Tasma Tea-rooms, Palmerston Street.
 Scandrett, G., Dominion Café, Palmerston Street.
 Taylor, Mrs. B., Tea-rooms, Palmerston Street.

Country Districts—

Broderick, Mrs. M. J., and Beckwith, Mrs. M., Restaurant, Wallsend.
 Caffey, Mrs. T., Restaurant, Mine Creek.
 Dowse, Mrs. D. H., Tea-rooms, Waimangaroa Junction.
 Lloyd, Thomas, Restaurant, Dobson.
 McCann, Miss S., Restaurant, Mangatina.
 O'Brien, Mrs. D., Restaurant, Stockton.
 Purton, Mrs. M. A., Restaurant, Dobson.

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 13th day of August, 1934, and shall continue in force until the 12th day of August, 1935, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

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 3rd day of August, 1934.

[L.S.]

_____ A. W. BLAIR, 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 rates prescribed in clause 5 hereof 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. For the purpose of this clause "week" shall mean each period of seven days, the first of such to commence on the day of the worker commencing his or her employment.

(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: Provided that no worker shall be required to work more than five hours on the day of his or her half-holiday, otherwise the half-holiday shall be deemed not to have been given.

(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 hereinbefore 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 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 so 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.

(f) 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.

(g) For the purpose of this award "full pay" shall mean cash wages only, and shall not include any payment under clause 13 hereof.

Special Days.

3. (a) Employees who work on Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Labour Day, and the Sovereign's Birthday shall be paid, in addition to their ordinary weekly wage, the following amounts: Waitresses, housemaid-waitresses, pantrymaids, relieving maids, linenmaids, laundresses, housemaids, and kitchen-maids, 3s.; porters, male kitchen hands, cooks, and other workers receiving less than £2 10s. weekly, 4s.; and all other workers, 5s., for each of the holidays worked.

(b) This clause shall apply only to workers on full time employment at a weekly wage.

Annual Holidays.

4. (a) All employees shall be allowed one week's holiday on "full pay" on completion of twelve months' continuous service: Provided that where the service is broken for a period of less than one month by reason only of sickness or of accident to the worker, such service

for the purposes of this clause shall be deemed to be continuous, but the period of absence shall not be counted as part of the qualifying period of service.

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

(c) If any worker completes at least six months', but less than twelve months' service, such worker shall be entitled to a proportionate allowance for holidays. Such qualifying period shall date from the commencement of the employment or from the expiry date of the last qualifying period in respect of which the worker received or became entitled to a holiday.

(d) In the case of the transfer of a business, 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 at least three months but less than six months.

(e) For the purpose of this award "full pay" shall mean cash wages, and shall not include payment under clause 13 hereof.

Overtime.

5. (a) All time worked in excess of the hours herein specified shall be deemed to be overtime, and shall be paid for at the following rates: Waitresses, housemaid-waitresses, pantrymaids, relieving maids, linenmaids, laundresses, housemaids, and kitchen-maids, 1s. per hour for the first four hours, and 1s. 4d. per hour thereafter. Porters, male kitchen-hands, male and female general hands, cooks and other workers receiving less than £2 10s. weekly, 1s. 6d. per hour for the first four hours, and 2s. per hour thereafter. All other workers, 2s. for the first four hours, and 2s. 9d. per hour thereafter.

(b) Any worker having worked overtime shall fill in an overtime form and hand it in to the office of the employer within forty-eight hours of the day on which the overtime was worked.

Rationing.

6. (a) An employer may ration a worker, provided that such worker has been employed continuously for a period of not less than seven consecutive days immediately preceding the commencement of any stand-down period. Workers shall not be stood down for a period of less than seven days, except that an employer may, in cases of emergency, bring a worker back to work before the expiration of the said seven days: Provided that all periods during which any worker is stood down shall be counted for the purpose of determining the qualifying period for the annual holiday provided for in clause 4 hereof.

(b) Forty-eight hours' notice of intention to ration the employment or to alter the mode of rationing shall be given to the worker concerned.

Wages.

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

	Males.			Females.		
	Per Week.			Per Week.		
	£	s.	d.	£	s.	d.
(a) Where four cooks are employed—						
Chief cook	4	10	0	4	0	6
Second cook	3	4	0	2	16	9
Third cook	2	5	0	2	0	0
Fourth cook	2	2	0	1	17	6
(b) Where three cooks are employed—						
Chief cook	3	18	0	3	10	0
Second cook	2	10	0	2	5	0
Third cook	2	2	0	1	17	6
(c) Where two cooks are employed—						
Chief cook	2	18	0	2	10	0
Second cook	2	2	0	1	17	6
(d) Where one cook is employed ..	2	5	0	2	0	0
(e) Where one cook is employed and no kitchen hand is employed ..	2	2	6	1	17	6
(f) Kitchen hands	2	2	6	1	10	0

(g) For the purpose of this award a cook shall be a worker employed in the preparation of and in the cooking, carving, and serving of food, and shall include the work of a pastrycook, but shall not include the work of a kitchen hand as hereinafter provided.

(h) For the purpose of this award a kitchen hand shall mean a worker employed in preparing vegetables to be cooked, attending to boilers and kitchen fires, cleaning and washing plates, dishes, or cooking-utensils, serving sweets, or in any other operation connected with the business of the kitchen, but shall not include the work of a cook as hereinbefore defined.

	Per Week.		
	£	s.	d.
(i) Dining-room and others—			
Waiter	2	2	6
Head waitress (if three or more waitresses are employed)	1	13	0
Other waitresses	1	10	0
Housemaid-waitress	1	10	0
Housemaid	1	10	0
Pantrymaid	1	10	0
Laundress	1	10	0
Linen-maid	1	10	0
Relieving-maid	1	10	0
Pantryman	2	0	6

					Per Week.		
					£	s.	d.
Porters, &c.—							
Porters (day)	..	..	..	..	2	0	6
Porters (night)	..	..	..	..	2	2	3
General hands—							
Male	..	..	..	..	2	0	6
Female	..	..	..	..	1	17	3
Bar-attendants and counter hands or dispensers in marble bars—							
Male	..	..	..	..	2	2	6
Female	..	..	..	..	1	10	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 any other 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.

(j) In computing the number of cooks, 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.

Subclause (j) shall not apply to small country establishments where only one worker is employed in the kitchen.

Probationers.

8. (a) 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 twelve months, at a wage of not less than 15s. per week for the first six months, and £1 2s. 6d. per week for the second six months, 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 prescribed. Employers shall notify the nearest Inspector of Awards within seven days after engaging a probationer under this clause.

(b) One worker under the age of nineteen years may be employed as a probationer in the kitchen in each establishment covered by this award employing at least one cook other than the employer, unless the employer actually performs the work of a cook (for the purpose of this clause a kitchen hand shall not be deemed to be a cook), subject to the following conditions :—

The work of a probationer shall be confined to the cooking of food, or the preparing of food to be cooked, and this worker shall not be permitted to do any of the other work usually performed by a kitchen hand without payment of the wages provided for a kitchen hand.

The employer shall provide every facility to teach the probationer the work of a cook as carried on in the establishment of the employer, and to provide such training as will qualify the probationer to fill the position of a cook in a similar establishment, at the expiration of the period of probation. Where such facilities are not provided an employer shall not be entitled to employ a probationer in the kitchen in the terms of this clause.

The period of probation shall be for two years, and during this period the probationer shall be entitled to the following rates of pay : First six months, 17s. 6d. ; second six months, £1 2s. 6d. ; third six months, £1 7s. 6d. ; fourth six months, £1 12s. 6d.

One period of probation only shall be permitted, and the probationer shall in each instance be a person without previous kitchen experience. Employers shall notify the nearest Inspector of Awards within seven days after engaging a probationer under this clause.

Probationers employed under this clause shall not count as workers in the classification of the kitchen under clause 7.

Casual Workers.

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

(a) First cook, 15s. per day.

(b) Second cook, 12s. 6d. per day.

(c) All other workers, 7s. 6d. per day.

(d) All meals for casuals shall be provided during the period of their employment.

(e) 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 consecutive days.

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

Special Occasions.

10. (a) Where work is performed away from the employer's premises, such as at races, banquets, balls, outings, &c., the following minimum rates of wages shall be paid :—

First cook, 17s. 6d. per day.

Second cook, 15s. per day.

All other workers, 10s. per day.

(b) All workers, other than cooks, who are employed at the function only shall be paid not less than 6s. if employed for three and a half hours or less, and for any time exceeding three and a half hours at the rate of 1s. per hour for every additional hour worked. A "single meal" shall mean a breakfast, dinner, luncheon, tea, or supper.

(c) All meals shall be provided during the period of employment. Workers shall be provided with seating accommodation to have their meals.

(d) Any time that is worked in excess of eight hours per day shall be paid for at the rate of time and a half.

(e) The employer shall convey all workers to and from the place of employment free of charge, or in lieu thereof an employer may pay all fares from his place of business to attend the function and also shall pay the return fare.

Payment of Wages.

11. (a) Wages shall be paid weekly, unless otherwise agreed upon in writing. At the termination of the service all wages due, except as provided in subclause (c) of clause 12, shall be paid without delay.

(b) Deductions may be made from the weekly wages for any time lost by an employee through sickness or default or accident, whether or not arising out of and in the course of the employment, or for any cause over which the employer has no control.

Period of Notice.

12. (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 at any time during the working-day; but this shall not affect the employer's right to dismiss an employee without notice for misconduct or other good cause.

If notice of termination of employment be given by either party before midday, such notice shall commence as from the time of commencement of work on the day that the notice was given; in the event of notice being given in the afternoon of any day such notice shall commence as from the end of the day on which the notice was given.

(b) For the purpose of computing broken time the hourly rate shall be determined by dividing the weekly wage by forty-eight.

(c) If any employer dismisses an employee without notice and without good cause, he shall pay the employee two days' money wages as herein specified. If an employee leaves his employer's service without notice and without good cause, he shall forfeit two days' money wages. The employer shall be entitled to keep in hand two days' money wages.

Board and Lodging.

13. (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 only one meal per day, in which case he or she shall pay the worker, in addition to the rates above mentioned 10d. 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, 1s. 8d. 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 mid-day (or its equivalent, 10d.) and one light meal in the afternoon (or its equivalent, 5d.). In the case of establishments which keep open after 6 p.m. on one night of the week it shall be necessary for the employer to provide a second substantial meal (or its equivalent, 10d.) only on the days on which the establishment is open after 6 p.m. and only to those employees who are retained for this duty.

(c) A "substantial meal" means a meal with meat, entrees, fish or eggs, and shall be well cooked and of good and sufficient quality and quantity, except that in establishments where meals as are prescribed in this subclause are not prepared for the patrons of such establishment, the employer shall be required only to provide similar meals for his employees as are prepared and sold to his patrons.

(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.

Copy of Award.

14. 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.

15. 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 usually employed, (c) the daily hours of his or her employment, and (d) the wages paid each week.

Holiday-book.

16. (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 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.

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.

Preference.

18. (a) If any employer has, before the coming into operation of this award, engaged a worker or shall thereafter 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 or her 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. Should an employer refuse to dismiss a worker who will not become a member of the union, and the reasons for refusal to dismiss such a worker are considered by the secretary of the union to be unsatisfactory, the matter shall be referred to the Disputes Committee.

(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, and such fines as may be lawfully imposed on him or her for non-attendance without reasonable excuse at a specially called meeting of the union, of which written notice has been given to him or her or sent to him or her by post at his or her last address as notified by him or her to the union, or for misconduct at a meeting of the union, or for being more than three months in arrear, without reasonable excuse, in his or her contributions to the union: Provided that the maximum fine shall not exceed 2s. 6d. for non-attendance at a meeting of the union or for being in arrear with his or her contributions, and £1 for misconduct at a meeting of the union.

(c) Employees shall be permitted to have interviews with the local secretary or organizing secretary 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 are requested, if desired by the organizing secretary of the union, to supply him with a list of the names of the members of the staff.

(e) The union agrees to provide the utmost facilities for providing the employers with competent and experienced staff, and every employer bound by this award is requested to apply to the union for staff whenever a vacancy shall occur.

Uniforms and Aprons.

19. (a) The uniform to be worn by female employees shall be black dresses, white collars, apron, cuffs, and belts.

(b) Employers shall provide reasonable laundry accommodation for workers to launder their aprons, caps, and facings worn with their ordinary black uniforms, but employers who do not provide reasonable laundry accommodation, shall, at their own expense, launder the aprons, caps, and facings hereinbefore referred to and worn by their employees.

(c) Where special uniforms other than those specified in subclause (a) hereof are required to be worn by female employees, the same shall be supplied and laundered at the employer's expense, and shall be and remain the property of the employer.

(d) Where special uniforms other than black alpaca or white coats are required by male employees, the same shall be supplied by the employer, and shall be and remain the property of the employer.

(e) Where white coats are required to be worn by male employees, the employer shall launder same, or, at the option of the employer, pay for the same to be laundered.

(f) Subclauses (d) and (e) hereof shall not apply to workers engaged to work under "Special Occasions," clause 10.

Emergency Workers.

20. (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 a wage of 17s. 6d. per week for each service. Mid-day waitresses may be employed, at the discretion of the employer, between the hours of 5 p.m. and 7.30 p.m. on one evening in any one week, providing such workers shall not be required to work more than five days in a week.

Mid-day waitresses and pantrymaids who are employed in establishments where they are required to work only during five services each week shall be paid a minimum wage of 15s. per week. One meal shall be provided for each service on each day worked.

(b) Waiters and male bar-attendants may be employed on six days a week between the hours of 8 p.m. and midnight at a wage of £1 10s. per week, or between the hours of 9 p.m. and midnight at a wage of £1 5s. per week. Time worked in excess of or outside the hours specified in this clause shall be paid for on an hourly basis at time and a half rates.

(c) Light refreshments shall be provided once during each service.

(d) The provisions of clauses 1, 2, 3, 5, 7, 8, 9, 10, 11, 12, and 13 shall not apply to emergency workers.

Disputes Committee.

21. The essence of this award being that the work of the employers shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this award, or any of them, as to any matter whatever arising out of or connected therewith and not specifically dealt with in this award, every such dispute or difference, as the same shall arise, shall be referred to a committee to be composed of two representatives of the union and two representatives of the employers, for their decision. The decision of the majority of the committee shall be binding, and if no decision is arrived at, either party may appeal to the Court of Arbitration upon giving written notice of such appeal to the other party within fourteen days after failure of the Disputes Committee to arrive at a decision or the Disputes Committee may itself refer the matter to the Court of Arbitration for decision.

Medical Outfit.

22. A first-aid outfit shall be provided and maintained by the employer, and shall be kept in a convenient place for use in case of accident in his establishment.

Scope of Award.

23. This award shall operate throughout the Westland Industrial District.

Term of Award.

24. This award shall come into force on the 13th day of August, 1934, and shall continue in force until the 12th day of August, 1935.

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 3rd day of August, 1934.

[L.S.]

A. W. BLAIR, Judge.

MEMORANDUM.

The only matters referred to the Court related to under-rate workers and the date of the coming into force of the award. In other respects the award embodies the recommendations of the Conciliation Council, which the parties agreed to accept.

A. W. BLAIR, Judge.