

(2096.) AUCKLAND HOTEL AND RESTAURANT EMPLOYEES, ROTORUA.—AWARD (*RE* TOURIST ACCOMMODATION AND BOARDING HOUSES).

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of “The Industrial Conciliation and Arbitration Act, 1908,” and its amendment; and in the matter of an industrial dispute between the Auckland Hotel and Restaurant Employees’ Industrial Union of Workers (hereinafter called “the union”) and the undermentioned persons (hereinafter called “the employers”):—

- Astley, Mrs. C., Park View House, Rotorua.
- Blencowe, J., Sonoma House, Rotorua.
- Brakebush, August H., The Pines House, Rotorua.
- Brakebush, Edith M., Kia Ora House, Rotorua.
- Brent, S. T., Bathgate House, Rotorua.
- Buckthought, G., Langham House, Rotorua.
- Campbell, Andrew, Edinburgh House, Rotorua.
- Campbell, Annie, Fenton House, Rotorua.
- Crowther, C., Grande Vue House, Rotorua.
- Dewyer, J., Metropole Private Hotel, Rotorua.
- Fallona, J. F., Waiwera House, Rotorua.
- Faulkner, C. T., Hinemoa House, Rotorua.
- Gresling, R., Carlton House, Rotorua.
- Hammond, P. J., Arawa House, Rotorua.
- Mani Tinuhau, Waihi House, Rotorua.
- McIntosh, Jessie M., St. Elamo House, Rotorua.
- McLean, J., Australia Private Hotel, Rotorua.
- Melville, Margaret, Bungalow House, Rotorua.
- Page, H., Commonwealth Private Hotel, Rotorua.
- Pearce, H., Thirwell House, Rotorua.
- Reynolds, Martha E., Devonshire House, Rotorua.
- Seabury, Loui, Sandringham House, Rotorua.
- Worrall, A. E., Randwick House, Rotorua.

THE Court of Arbitration of New Zealand (hereinafter called “the Court”), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award:—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part

of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 18th day of April, 1910, and shall continue in force until the 18th day of April, 1912.

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 11th day of April, 1910.

W. A. SIM, Judge.

#### SCHEDULE.

##### *Wages.*

1. The following shall be the minimum weekly wages for the following classes of workers in boardinghouses: Kitchen—Male cook, £2; any other male worker employed in the kitchen or scullery, £1 5s.; female cook, £1 10s.; any other female worker employed in the kitchen or scullery, £1. Pantry—Males, £1; females, 16s. Porters and general hands, £1. Waitresses, 16s. Housemaids, 16s. Laundresses, £1 2s. 6d.

##### *Board and Lodging.*

2. Where board is not provided, workers shall be paid 10s. per week in addition to the above rates. Where lodging is not provided they shall each receive an additional sum of 5s. 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 then be paid to such worker for lodging.

##### *Hours of Work.*

3. (a.) A week's work for all classes of workers covered by this award shall not exceed sixty-five hours.

(b.) Subject to the special provisions hereinafter contained, not more than twelve hours shall be worked by any worker in one day.

(c.) In cases of emergency a worker may be required to work more than twelve hours in any one day; but for the time so worked in excess of twelve hours time off shall be allowed at the rate of

time and a half, and for the purposes of this clause each week shall stand by itself.

(d.) During the weeks in which Christmas Day, New Year's Day, Good Friday, and Easter Monday respectively occur a worker may be required to work more than twelve hours in any one day, provided the worker is paid overtime at the rate hereinafter prescribed for the time so worked in excess of twelve hours.

(e.) On other special occasions workers may, with the previous consent in writing of the union, be required to work more than twelve hours in any one day, provided they are paid overtime at the rate hereinafter prescribed for the time so worked in excess of twelve hours.

(f.) Each employer shall be entitled to arrange on the previous evening the hours of work for each day to suit the requirements of his particular business, subject to the following conditions: Dining-rooms—The hours of waitresses shall not exceed twelve hours per day, and, subject to the special provisions hereinbefore contained, shall be worked between the hours of 5 a.m. and 11 p.m. Kitchen—The hours for cooks and kitchen hands shall not exceed twelve hours per day, and, subject to the special provisions hereinbefore contained, shall be worked between the hours of 5 a.m. and 9 p.m. Pantry—The hours for pantry hands shall not exceed twelve hours per day, and, subject to the special provisions hereinbefore contained, shall be worked between the hours of 5 a.m. and 9 p.m.

#### *Overtime.*

4. Where more than sixty-five hours shall have been worked in any one week, overtime at the rate of 9d. per hour shall be paid to workers receiving £1 10s. per week or less, and at the rate of time and a half to those receiving more than £1 10s. per week. Overtime shall be paid at the same rate for time worked beyond the twelve hours in any one day where such work is authorised by this award, and is not to be paid for in time off.

#### *Half-holidays.*

5. (a.) Each worker shall be allowed one half-holiday in each week from the hour of 2 p.m. An employer shall be entitled to require any worker in his employment to perform for his ordinary wages the work usually done by any worker who is away on his or her half-holiday.

(b.) In cases of necessity, housemaids, waitresses, porters, and porter kitchenmen may be required to work on the half-holiday from 6 p.m. to 7 p.m., provided they are notified thereof before noon of the day on which they are required to work, and they are paid for the time so worked at the rate of 9d. per hour.

*Payment of Wages.*

6. Wages shall be paid weekly unless otherwise agreed. Where no agreement is made in writing fixing the period of notice, then a notice of not less than forty-eight hours shall be given by either party of the termination of the service. Employers shall be entitled to keep in hand two days' pay.

*Meal-hours.*

7. Not less than half an hour shall be allowed to every worker for each meal.

*Scope of Award.*

8. This award is limited to the parties named herein, but the Court reserves to itself power to add other persons as parties thereto.

*Term of Award.*

9. (a.) The provisions of this award shall continue in force until any change is made by legislation in any of the conditions fixed by this award. On any such change being made, all the foregoing provisions of this award shall cease to operate, and thereafter during the term of this award the following provisions shall be in force: Subject to any legislative provisions on the subject, the hours of work, wages, and other conditions of work of all workers coming within the scope of this award shall be fixed by agreement between each employer and the individual workers employed by him.

(b.) This award shall be in force for a term of two years from the 18th day of April, 1910.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereto set his hand, this 11th day of April, 1910.

W. A. SIM, Judge.

## MEMORANDUM.

The boardinghouses affected by this award form a special class by themselves. The proprietors all cater for the tourist traffic to Rotorua. They have a recognised tariff, and they carry on business in very similar conditions. In these circumstances the Court has found it possible to make an award, and the long hours worked by some of the workers made it desirable that there should be some regulation on the subject.

The fact that it has been possible to make an award in the present case does not affect in any way the view expressed by the Court as to boardinghouses generally when refusing to make an award in Christchurch in 1909 (Book of Awards, Vol. x, p. 507).

The hours of work in the present case were agreed on by the parties. They were unable to agree as to wages, and these have been fixed by the Court.

The operation of this award is limited to the parties named therein. It is not intended to operate as an award dealing generally with the business carried on by keepers of private hotels and boardinghouses, and the provisions of subsection (3) of section 90 of "The Industrial Conciliation and Arbitration Act, 1908," will not apply to this award. The award will bind only such other persons as may be added hereafter as parties thereto by the Court.

W. A. SIM, Judge.