
Hearing before the
SECOND RESTAURANT WAGE BOARD
at
Hartford
Connecticut

May 26th
1958

PRESENT:
Representing the Employees:
Mrs. Margaret Poland
Mr. Leonard LaPenta
Mr. James Snyder

Representing the Public:
Mrs. Elwood Street
Chief Justice William Maltbie, Chairman
Mr. George Paul

Representing the Employers:
Mrs. Ethel Forman
Mr. Louis Ricciuti
Mr. David LeFavour

JUSTICE MALTIE: This, gentlemen, is a hearing by a Wage Board to fix minimum wages for the restaurant industry, and which, in full aspect, I suppose, includes hotels, restaurants and other things of that kind. What we are concerned with--it isn't like a legislative hearing, but what we are concerned with is to have presented to us, facts, upon which we can make a report to the Commissioner of Labor, who makes the Order, and for that
reason, mere numbers or anything of that kind, doesn't signify anything at all to us. We have a stenographer here, and the witnesses will come forward and be sworn and will give their testimony.

Now, Mr. Baldwin of the Labor Department, had a request from certain people who particularly asked for an early hearing, and because they did go to the trouble of telephoning in and asking for that, I think they're entitled to that privilege.

Is Mr. Norman C. Smith here?

MR. SMITH: Yes, Sir.

JUSTICE MALTBIE: Will you come forward, please?

NORMAN C. SMITH, a witness having been duly sworn, testified as follows:


Q. And you represent whom?

A. I'm controller of the Loomis Institute in Windsor, which is the Loomis School for Boys and the Chaffee School For Girls.

JUSTICE MALTBIE: Now, you heard, I think, what I said. What we are after is to find facts upon which we can make a report to the Labor Commissioner upon an issue of minimum wages; and you probably know also, that the schools are only exempt from the law to a certain extent with respect to help which they don't pay regular wages to. I think what would help us as much as anything, is to tell us what your practice is with regard to hiring people, both service and non-service. That is, waiters and waitresses on one hand, and those who are not, on the other. Tell us that your practice is with reference to the hiring of them, and that the basis of pay is now, which you make to them, and whether or not, against a minimum wage, whatever it is-- or rather, I'll
put it this way: Whether or not, in your bargaining with them, you make any allowance for what they may receive as gratuities, I don't suppose that what they receive from the Loomis School is very much, but tell us what they might receive for clothing or board. Now, that's the general information we want.

MR. TILSON: I'm John Q. Tilson, Jr., by the way. He hasn't met his lawyer.

JUSTICE MALTbie: Now, with that explanation, if you will go ahead?

MR. SMITH: I think perhaps the first thing to do is to outline the kind of personnel we are concerned with. Let's take it up in two categories. I would like to talk first of Loomis School, which is the boys' boarding school.

JUSTICE MALTbie: I presume what he says about the Loomis School is more or less typical of all boarding schools?

MR. TILSON: We feel it is typical of all independent schools.

MR. SMITH: I think the necessity of underlining "boarding school" is important because it indicates, being on a twenty-four hour day operation, we are serving three meals a day to our school population, and, therefore, we have to have people on duty for a considerable period of time during the day. We are also concerned with the occasional staging of special events, which makes it necessary for us to serve sometimes as many as five different sittings of meals during the day. So that it makes it most necessary for us, and our most ideal situation is to have resident employees engaged in the preparation of cooking and serving of foods. We have a steward who is a member of our staff, and under most circumstances, we would provide him with a house. In our particular
situation, he has elected to purchase his own home, and we have increased his cash salary to compensate him for the fact that he is providing his own home, which we would ordinarily do. With all our other kitchen employees, we offer dormitory space for them. We have space for them where they live, so in general terms, I think we can say, as far as the general picture is concerned in the boys' boarding school, we can summarize by saying we do provide room space for all of our employees. We also provide their food while they're with us. We make no provision for providing them for their food while our commissary department is closed for vacation periods. I think it is probably accurate to say too, that we can assume that the room space we provide our employees with, is available to them twelve months a year. It is a matter of practicability, they don't use it. They depart, once the commissary department is closed.

In all of the cases with the exception of the steward, our employees are not paid cash for the months of July and August. For the other months, they are on a salary basis, and their salary is based on a monthly figure. They are not hourly employees. They are paid twice a month. They are provided with their personal laundry under a laundry contract which we have with an outside laundry.

MR. SMITH: That includes ordinary laundry as well as the other?

MR. SMITH: That includes, as well as laundry they use in pursuit of their particular job-- it also includes personal laundry, bed linens and so on. I might say we, too, furnish along with the room, sheets, blankets, pillow cases and so on.

That essentially, is the broad outline of our approach to the
commissary employees. Now—

MR. TILSON: What is the monthly pay?

MR. SMITH: Monthly pays, of course, will vary with the particular employee. I think we have really two classes of employees, and I'm not so sure it applies to all schools and institutions of all kinds. We have one group, the old retainers, who have been with us year after year, including the second cook, chef, salad man and baker. Then, we have the floating population of carrot scraper, potato peeler, dishwasher and pantryman. In spite of our best efforts, those people stay with us a short time, and they are not particularly a high grade of employee. We have trouble very often with drunkenness on the job. We hire our people through an employment agency in Hartford. They come to us and we find, if we have ten periods to fill during the year, our records will show that by the time the academic year is finished, that's a period of about thirty-five weeks during the calendar year, we may have had twenty-five to thirty people in those jobs. They are the type of employees, here today and gone tomorrow. Those people, we treat—although we put them on a salary basis, we treat those people in a different way than the ordinary retainer. We do not offer them, in most cases, our normal employee benefit program, our group life insurance retirement advantages, hospitalization coverage, and that kind of thing, because it's been our experience that they don't stay long enough, and we would be engaged in taking them on, with all this paper work, and then discharging them. As far as their monthly pay, however, the steward is with us today and he has a complete record, but I can give you
two typical cases.

JUSTICE MALTFIE: Is there a schedule of those he can leave with us?

MR. SMITH: I don't believe he can leave it. He actually has them in a book, and can read those figures. Our second cook has been with us a number of years and we consider him a retainer. He, at the moment, has a cash salary of $140 a month. Excuse me, $280 a month. $140, payable semimonthly. So, therefore, it is a total of $280 a month. We compute the value of his board and room at the rate of $1.10 per day. This man, I might say again, is not paid during the months of July and August normally. The ordinary cook and bottle washer, the second category of employees I mentioned a few minutes ago, we pay him, and we will hire a new man, at the rate of $100 per month, and this is the per month figure, and we compute the value of his room and board on the same basis, $1.10 per day.

MR. TILSON: I would just like to add that in the other schools, they are a little bit different. The Association consists of all boarding schools, all private day schools and parochial schools. All private day schools and parochial schools have this same general problem except that it is one meal a day, and they pay $1.00 an hour or more in cash, and they don't have any deductions.

JUSTICE MALTFIE: You're speaking now of non-boarding schools?

MR. TILSON: I'm speaking of such schools as Kingswood, Hopkins. When they hire help, they hire them by the hour and pay at least $1.00 an hour, and they do not make any deductions for
meals or uniforms. They're on a straight cash basis.

JUSTICE MALTBIE: As far as gratuities, it would/figure on this proposition?

MR. TILSON: No gratuities.

JUSTICE MALTBIE: But is there any distinction made between the service, that is, the waiter classification, and the non-service, the kitchen employees?

MR. TILSON: A lot of them have student waiters, so that the bulk of the help is kitchen help, dishwashing and preparing of meals rather than the actual waiting on tables, which is ordinarily done by students.

JUSTICE MALTBIE: You spoke of various benefits in the employment at the school, like group life insurance and that kind of thing. That includes a standing employee of the school in every department?

MR. SMITH: Yes, it does.

MR. LaPENTA: I would like to ask Mr. Smith a question. I would like to know how many hours per day pot washers and cooks have to work to receive that money they get paid, which you call cash salary?

MR. SMITH: Yes, again using a typical case of a $100 a month man, his normal day carries him from 10:00 A.M. to 7:00 P.M., with a half hour off for lunch and a half hour off for supper. He will be engaged from time to time, working on these special events I mentioned earlier where we may be serving as many as five meals a day.

MR. LaPENTA: What about the cook?
MR. SMITH: May I somehow or other bring my steward into the picture?
JUSTICE MALTMAN: Yes, if there are any questions he can answer
better than you, we will let him.

FRANCES TURTLE, a witness having been duly
sworn, testified as follows:

MR. LaPENTA: I would like to ask you how many hours a day these
people in these classifications have to work?

MR. TURTLE: Eight hours a day, six days a week.

JUSTICE MALTMAN: Have you anything to add to what Mr. Smith has
already said?

MR. TURTLE: Mr. Smith mentioned they were charged $1.10 per day
for room and board. That is in addition to their
salary. It isn't deducted from their salary.

MR. SMITH: This is credited to them, and this is not a deduction
to these cash salaries, and that is a very important
point to emphasize.

JUSTICE MALTMAN: Anything else?

MR. TURTLE: I guess the only thing is, he brought up something
about uniforms. They are not provided with uniforms.
If they have their own, they use them, but if they don't have, they
use whatever they want, but all the laundry is taken care of.

JUSTICE MALTMAN: Do you have the boys wait on tables?

MR. SMITH: We have the boys wait on tables, and they do a consider-
able amount of work in the pantry consisting of stock-
ing up and so forth.

MR. LaPENTA: Are the students paid for that work?

MR. SMITH: No, they are not. They are not subsidized. It is
the basic part of our philosophy and the philosophy
of a good many schools that if they were at home, we hope they would be helping mother with the dishes, and when they come to school, we want them to do the same thing. It is on a rotating basis, so every student is caught during the system.

MR. LaPENTA: In other words, it is a necessity?

MR. SMITH: It is a necessity in a way, but there is a little more to it. Actually, I think we get better results than if we hired employees to do that kind of work. Because of the type of employees, we feel we get much better service by the student.

MR. TILSON: This is part of a scholarship. Either it is on a rotating program or it is on a scholarship.

MRS. POLAND: How much do you estimate that the value of laundry service is that the employees receive? Do you have any estimate of that with you?

MR. SMITH: Yes, and without referring to any record-- I don't have any such record with me. I would say that the estimate, based on the retail price that this particular laundry charges, would run between $30. and $100. a year.

MRS. POLAND: How is the laundry staffed?

MR. SMITH: We don't have a laundry. This is done under a commercial laundry contract.

MR. TILSON: None of them have laundries. It is all under contract.

JUSTICE MALTRIE: Any other questions? Then, I think we can excuse you.

(Witness excused.)

JUSTICE MALTRIE: While we are on the schools, I wonder, have you anybody?
MR. TILSON: Yes, I have somebody from Yale University and Connecticut hospitals.

JUSTICE MALTBIE: Of course, hospitals present a different proposition?

MR. TILSON: Of course, Yale does too.

JUSTICE MALTBIE: Yes. As I say, two or three people called to ask to be heard earlier, and perhaps we will give them the opportunity, if you don’t mind waiting a little while.

How about Mr. Smith, President of the Sproat-Smith in-plant feeding? Is he here?

MR. SMITH: Right here, Sir.

CHARLES S. SMITH, a witness having been duly sworn, testified as follows:

JUSTICE MALTBIE: Will you give your name, please?

A. Charles S. Smith. I am president of Sproat-Smith, Inc.

Q. Your home is in Cheshire?

A. That’s right, Sir.

MR. SMITH: Our business is a little bit more complex than maybe some of those you may hear about today. We are in practically every phase of the food business with the exception of retail restaurants. We are in industrial in-plant feeding, we are in social catering. We have a resort which we run on a daily basis, and my prime interest for being here, and I'm not prepared—because the auditor isn't here, I'm not prepared to give too much on statistics on wage rates, except figures I can give you from my head, because the auditor isn't here with me today, but I would be perfectly willing to have him come another time.

JUSTICE MALTBIE: If he can prepare a statement of that kind, he could file it with us.
Mr. Smith: But my prime reason for being here, and I was told this was the committee to present this to, was on the definition of "Restaurant", and that is of prime importance to us and to our employees. I understand that now—let me go back on that. I have been in business since 1945, when I got out of the Navy, here in Connecticut, and I have been operating under the restaurant category and have been so approved up to December 31, by the Labor Department.

Now, I understand that this definition reads, as I have here, and I stand corrected, if it is not correct, I got it from the Restaurant Association. (Reading) "A restaurant is an establishment which formally serves at least two meal times daily on a sit-down basis, eat on the premises arrangement, with meals including juice, hot meal dish, beverage and dessert."

Now, when I first got the news of this, I went to my duly elected representative in the Town of Cheshire, Mr. Paul Andrews, who, by the way, is also Chairman of the House Labor Committee, and we discussed this and the Minimum Wage Law in regard to this Public Act No. 435, and whether, at the time, the legislature made any definition of restaurant, and this is the letter I received, which I am willing to leave a copy with you. (Reading)

"Dear Mr. Smith:

I appreciate the call from you and Mr. Taylor regarding the problem which has arisen over the application of the new Minimum Wage Law (Public Act No. 435) as it affects your operation. I believe my responsibility to you as a resident of Cheshire and, therefore, one of the people I am supposed to represent is to attempt to clarify the intent of the 1937 Labor Committee in preparing and submitting the changes in the Minimum Wage Law.

To the best of my knowledge and belief, the only specific change which was recommended was to exclude certain business
to $1.00, hotels, restaurants, inns, and cabins, and to leave their minimum wage at seventy-five cents. You have suggested that some question exists in the minds of the Labor Department and that their feeling is that we discussed and changed the definition of a restaurant.

I, frankly, do not recall any such discussion or intent. Logically, we felt that a resort serving food should not be treated differently than a year-round restaurant or hotel. As a matter of fact, the restaurants were not complaining too much about their situation. It was certainly never understood by me that the passage of Public Act 435 was going to lead to any question other than the specific matter of permitting this group to continue as they were and not be forced to raise their minimum to $1.00.

/s/ Paul M. Andrews, Chairman, House Labor Committee

(Letter dated May 19, 1953, was offered in evidence and marked, "Exhibit 1").

MR. SMITH: Now, the only interest I would like to point out that I have in this is in regard to the definition of a restaurant.

Now, I would like to submit—and this is a definition of a "Restaurant Industry", under the State of New York, Department of Labor, Minimum Wage Order No. 5-C, and I am going to give you a copy, which defines the restaurant industry. If you would like me to read it, I will.

JUSTICE MALTFIE: Just let me see if we have that here. Perhaps—

Mr. Baldwin says we may not have the definition so it may be well to leave it with us.

MR. SMITH: Yes, I will leave four copies. Do you want me to read it?

JUSTICE MALTFIE: Do you want to make some comment on it?

MR. SMITH: Yes, when I'm through.

JUSTICE MALTFIE: Well, perhaps it is best to read it.

MR. SMITH: This is just the definition of that Wage Act, and they
call it "Restaurant Industry", not a restaurant.

JUSTICE MALTFIE: Yes, that's what we are supposed to be doing.

MR. SMITH: (Reading)

"The term "restaurant industry" includes any eating or drinking place which prepares and offers food or beverages for human consumption either on any of its premises or by such service as catering, banquet, box lunch, or curb or counter service, to the public, to employees or to members or guests of members, and services in connection therewith or incidental thereto.

The industry includes but is not limited to service restaurants, cafeterias, commissaries, automats, bars and grills, taverns, coffee shops, luncheonettes, diners, sandwich shops, tea rooms, ice cream parlors, nightclubs and cabarets; restaurant concessions in hotels; restaurants operated by, or as concessions in, department and variety stores, drug stores, candy stores, bakeries, delicatessens, places of amusement or recreation, other commercial and industrial establishments, and social fraternal and professional clubs and similar organizations; caterers and banquet halls; restaurants, cafeterias, snack bars, and canteens in institutions catering to visitors and guests; concessions in restaurants and nightclubs such as hat and coat check rooms, cigarette girls, photographers and their assistants; frozen custard stands, frankfurter stands, and refreshment stands which qualify as restaurants under the foregoing term "restaurant industry."

The term "restaurant industry" excludes eating or drinking places operated by establishments customarily offering lodging accommodations of five or more rooms to the public--,

JUSTICE MALTFIE: That is what we ordinarily say for hotels.

MR. SMITH: Yes. (Continuing)

to employees or to members or guests of members, and also establishments where the service of food or beverage is not available to the public but is incidental to instruction, medical care, religious observance, or the care of handicapped or destitute persons or other public charges."

MR. SMITH: Now, it isn't my intent that this be adopted in its entirety. That's practically the same definition that's in the Wage Order of Pennsylvania except it is considerably briefer. It covers practically the same ground except the inclusion of having five or more rooms for guests, which is not in the Pennsylvania
Order.

(Document defining "Restaurant Industry" was offered in evidence and marked, "Exhibit 2").}

MR. SMITH: We feel that we should be included in the restaurant industry. I always assumed that was the business I was in.

JUSTICE MALTFIE: I don't understand quite what you do do. Tell me what your operations are? They apparently are varied?

MR. SMITH: They are quite varied. We are in the industrial in-plant feeding business, and that means we manage and operate cafeterias. We manage and operate mobile canteens. We go into a plant where there is an established cafeteria. We manage and operate that, and the mobile canteens operate from that operation. They vary somewhat, and we have what would be known as a station canteen where people would come, the same as at a drive-in. The employees come in and pick up their hot dog, hamburger or roast beef sandwich. We may only serve one hot meal in a plant a day or we may serve four, depending on the plant. So, therefore, we can be classified as a mercantile operation in one plant, and under restaurant in another, if this classification isn't defined more accurately. Now, for example, we have several plants where we operate only at lunch time, and in one of those plants, it is strictly a short-order setup. In another plant, it is a full-course proposition. But we require the people to work eight hours because we can't get them to work for less. We are actually competing with unemployment compensation or marginal labor, in regard to our part-time employees. That makes it...
extremely difficult. When someone can take home $20.00 a week, and on part-time work, they can pick up only $5. or $6.00, they're foolish to work, and we are faced with that problem. That's one operation we have. We have a social catering operation where we may go out for a one-meal banquet, take everything out of the commissary, serve the meal and bring it back. Then, we pay go to Smith College for four days where we are going to feed 2200 people, two meals a day. In that case, we have to take care of the lodging, and if we are not under the restaurant operation, we would never be able to serve that meal so that they can pay for it.

JUSTICE VALERIE: What do you mean?

MR. SMITH: I'm now talking about the minimum wage, and I want to make sure I'm not discussing 75¢ or $1.00. I am talking about time and one-half. I will give you a good example. We just completed this job down at the Wilcox Pier in West Haven. We fed 400 at lunch time and 900 at the night time banquet. We had 32 employees go out on that job. I just figured this out so I could tell you today. We had over there a delay that wasn't any cause of ours. For example, the banquet never got underway until nine o'clock in the evening. These employees I had, besides their ordinary sitting time, which is quite a great deal in our business, because we come in and sit and wait, and during that time, we don't do anything for the customers. Then, it was 10 p.m. and we couldn't clear the tables until after two and a quarter hours, so we sat and waited. This time, we had four and one-half additional hours to our normal sitting time that we had to pay for. We are willing to pay our employees, you understand that, and they're
getting paid a wage for just sitting there.

JUSTICE MALTBIE: So that at this particular place in West Haven, your employees would be really on the job, active or inactive, how many hours?

MR. SMITH: In this particular one, it was particularly unusual. We had five hours where we sat and waited.

JUSTICE MALTBIE: What was the total period covered there?

MR. SMITH: They came on the job—my non-service employees came on that job at ten o'clock in the morning, and we were off at around about two a.m. the following morning.

JUSTICE MALTBIE: How many hours is that?

MR. SMITH: That's sixteen hours, and five of those hours were the ones we actually got caught on.

JUSTICE MALTBIE: For eleven hours, they were on active service?

MR. SMITH: These five hours I am talking about are hours we had to wait because of delay. We also have sitting time. In other words, they come up and we set up the thing on this operation, and we wait until it is ready to be served.

JUSTICE MALTBIE: As I understand, you don't question that it falls within the restaurant industry?

MR. SMITH: No.

JUSTICE MALTBIE: You feel it would be unjust to you to pay overtime above eight hours for this type of service?

MR. SMITH: I couldn't afford to do it because I couldn't get the jobs then. For example, I could do it if I had to pay overtime, but I would break this down and see that they got forty hours, and they would get the minimum wage, and that would hurt the
more than us. I would just have to put another one on there. This social catering is something where you are loaded for three or four weeks—let's say from the first of June to the end of June, with jobs you can hardly handle, and then there may be a period when you have very little. We are faced with rising food costs constantly. We are about the only industry that is, and we work strictly in a percentage, and if your overhead gets out of line, you're licked, and our employees understand that. They enjoy that kind of work.

JUDGE KELLY: They stay with you, do they?

MR. SMITH: Yes, they do. And I heard the gentleman here before talk about his pot washers. I have problems that way, and it's a very serious thing. It is in our unskilled labor that an average institution couldn't hire because they would bankrupt them.

JUDGE KELLY: Do you distinguish between what we have been talking about, service being waiters and waitresses and non-service being kitchen help?

MR. SMITH: Yes, we do because non-service employees are on a part-time basis. We hire no permanent waiters or waitresses.

MR. RUSCIUSI: You mean, service employees?

MR. SMITH: Yes, service employees. They're hired by the job.

JUDGE KELLY: What do you pay them?

MR. SMITH: This, I hope, I am not going to be held to because Mr. Taylor takes care of these. I think these girls who were waitresses in this particular job got a total of $20,00
if they did the waiting on both jobs, and some of them were split.
A total of $8.00 for the noon job, if they only waited on that, and
$12.00 on the night job.

JUSTICE MALTESE: How many hours did the-- For how many hours did
you pay those who waited on both jobs?

MR. SMITH: I paid them a flat rate, Sir. For example, you may
want to know how long they worked. They usually come
in one hour and fifteen minutes before this service time. How
long they wait after that depends on the speakers and so forth,
and how long it goes on. Then they break off and come back one
hour and fifteen minutes before the dinner meal, and it depends
on how long they speak. You usually find that a waitress is in
there about four hours.

JUSTICE MALTESE: For each one?

MR. SMITH: Yes.

MR. LaFENIA: I would like to ask how many people does each waitress
or waitress actually wait on?

MR. SMITH: That depends on the nature and type of service. For
example, these girls that we hire request that we keep
it down anywhere from twenty-five to thirty-five people, depending
on the type of service. Those services vary, and it depends on
whether it is buffet, or whether it is full chinaware they have
to carry and so on. It's hard for me to answer.

MR. LaFENIA: You also made a statement that they receive $8.00
for one job?

MR. SMITH: In this particular case, I was talking about this par-
ticular case.

MR. LaFENIA: Do they pay gratuities?
MR. SMITH: That depends on my contract.

MR. LaPINTA: With the guests?

MR. SMITH: Yes. In other words, all my bookings are done through a committee, or one or two people.

MR. LaPINTA: But you do have gratuities on at least eight-sevenths of your bookings?

MR. SMITH: I wouldn't want to make a positive statement on that, not being sure of it.

MR. LaPINTA: If they do get gratuities, what would you consider a fair gratuity?

MR. SMITH: I can't answer that.

MR. LaPINTA: The fact they are getting 10%, and these people are waiting on 25 to 35 people, and they receive $5.00 for 4 hours, they're getting pretty close to the tip.

MR. SMITH: I don't follow you.

MR. LaPINTA: You made the statement they are more or less receiving $5.00 for four hours and are waiting on 25 to 35 people?

MR. SMITH: Yes, Sir, on that type of service.

MR. LaPINTA: When you book a party, you would ask a guest if they're going to give gratuities?

MR. SMITH: If they're going to give gratuities, it is none of my business.

JUSTICE KINSELLA: It is none of your business?

MR. SMITH: Let's take, for example, college affairs, where the university may pay for the entire banquet for the alumni, and they don't want any soliciting for gratuities. Then, I'm
interested because I've got to make up to those girls what they wouldn't get for gratuities. In my business, it is so versatile that I have to be sure about what we are talking. Frankly, I can talk about it and get myself mixed up unless I talk about a particular job. In that particular case, we would pay these girls $13.00. The one I'm thinking of right now. And they get no gratuities. The one I am particularly thinking of right now, they only work three hours because it is a different type of service -- semi-buffet type.

MR. LaPENTA: In other words, this gratuity is put on the bill?
MR. SMITH: But it's not put on as a gratuity.
MR. LaPENTA: Why is that?
MR. SMITH: Because I charge them so much for the dinner, and I tell the girls you're going to get no gratuities on this.
MR. LaPENTA: Who gets the gratuity?
MR. SMITH: There isn't any. I make it up to them. I give them five additional dollars. Don't you understand?
MR. LaPENTA: I understand what you're speaking about.

JUSTICE MALTRIE: Where they do get the gratuity-- Let's take one instance where they do get gratuities, your deal with them would be you would pay them so much?
MR. SMITH: Yes, I would pay them for a flat job.
JUSTICE MALTRIE: And you disregard entirely, gratuities?
MR. SMITH: Yes.

JUSTICE MALTRIE: But where you know there is to be no gratuities, you agree to give them more?
MR. SMITH: That's right.
JUSTICE MALTBIE: But not as gratuities, but you would increase
the amount which you give them?

MR. SMITH: Yes, we know they're not going to get any, and we have
a standard setup with them.

MR. LEVENTA: We realize that, but where you would give the girls
$13, it isn't marked off as gratuities, which is
something extra given to the girls. What I would like to know is
just exactly how much do you charge for gratuities?

MR. SMITH: I don't charge for gratuities.

MR. LEVENTA: I know, but you're saying in some situations you do?

MR. SMITH: If I said that, I think you misunderstood. I never
charged for gratuities, or charged the people for gratui-
ties. If I said that, I think you misinterpreted me. I don't do
that on my invoice. You will never see anything on the invoice for
gratuities, because they either pay it themselves, or they don't
pay any gratuities, and it comes in as labor costs, not as gratuities.

MR. PAUL: My understanding is (1), you want the definition of
restaurant to be so worded, and (2), you are appealing
to this Board not to put in the overtime stipulation, and that
actually, you are paying $2.00 an hour?

MR. SMITH: Actually, I am in good shape. Minimum wage-wise, I'm
not worried, but on that 48 hours, I am concerned.
Anything I'm telling you is strictly what I would be quoting by
memory.

JUSTICE MALTBIE: Does Mr. Taylor book all the parties for you?

MR. SMITH: No, I book all the parties, but he is the treasurer.

He pays all the costs.
MRS. POLAND: I would like to have you clarify one thing. This noon meal your help will serve for which they receive $8.00 approximately. You said they work four hours of service. Now, they come in an hour and a quarter before service. What do they do in that time?

MR. SMITH: They set up tables. I don't mean set up physically the tables, but they set up the tables with silverware and so forth.

MRS. POLAND: They put the silverware on the tables, but actually that hour and a quarter is not considered sitting down, and it was really 5 1/2 hours they worked.

MR. SMITH: You misinterpreted. As far as the waitresses are concerned, there is no sitting down. That four hours includes the hour and a quarter. We have no sitting time with the waitresses. When we move out on jobs, the waitress comes to the job strictly from her home, and she can go back between noon service and night service. I'm only thinking now of my permanent employees.

MR. RICCIUTI: I think Mr. Smith's problem is a little bit different than the average restaurant so far as gratuities are concerned. I think we have a very good understanding of what he is after, and that is, definition of restaurant and overtime.

MRS. POLAND: Mr. Smith, do you find in this busy season that is approaching, that the hours per week run over 48 hours?

MR. SMITH: Oh yes. Of course, I've got the problem that I've got to wash my dishes in there -- wash them out.

JUSTICE MALTBIE: I think you presented your case fairly well. This is all the time we can legitimately give you, and
anything your treasurer wants to send to us, we would like it.

Mr. Dederian, President of the Harvey-Johnson Cafeterias. Is he here?

MR. DEDERIAN: Yes, Sir.

JUSTICE MALTBIE: I wonder if you would mind if we got this matter of Yale University out of the way, which I assume can be presented probably by a single person, if you don't mind.

GEORGE H. GRISWOLD, a witness having been duly sworn, testified as follows:

JUSTICE MALTBIE: Your name is what? A. George H. Griswold.


Q. What is your job?

A. I am personnel director at Yale University.

MR. TILSON: This is just part of showing that this again is a business that's outside of the normal run of restaurants. We just don't want to have you people come up with an Order without keeping this thing in mind. Yale has a union contract with the Restaurant Workers' Union, and the starting wage is $1.12 an hour in cash. It makes no deductions for meals or uniforms.

JUSTICE MALTBIE: But they are furnished?

MR. TILSON: They are furnished. So we are well above any minimum. We are strongly against time and one-half for overtime, although Yale pays that under the Union contract, but a lot of other colleges do not, but because of the lunch problem of split shifts, it runs into considerable difficulty if you do get into that.

JUSTICE MALTBIE: What is the provision in your contract about overtime?

MR. GRISWOLD: Time and one-half after 40.
JUSTICE MALBIE: And with whom did you say that contract was?

MR. GRISWOLD: I think we can submit this.

(The contract referred to was presented to the Board.)

MR. TILSON: Actually, it is affiliated with the Restaurant Workers.

JUSTICE MALBIE: Local No. 35. You will leave this. You say, this is not necessarily typical?

MR. TILSON: Other colleges are not organized. They pay $1.00 an hour or more in cash, and they do not make deductions. Some of them, they pay— I am not sure of overtime practices in all colleges. They pay on an hourly basis, so if they work 44 hours, they pay 44 hours at straight time. Some of them have overtime provisions, but we just urge, when you’re making an Order, that all of these charitable institutions are different, and the hospitals, when I get to them, will be somewhat the same as other charitable institutions.

JUSTICE MALBIE: And now, MR. DEDEERIAN, if you will come forward.

WILLIAM DEDEERIAN, a witness having been duly sworn, testified as follows:

JUSTICE MALBIE: Your full name? A. William Dederman

Q. And you live where? A. In New Britain.

Q. And your business?

A. I own and operate the Harvey-Johnson Cafeterias and industrial catering for them.

JUSTICE MALBIE: I think you heard the type of information we have been getting from these other people, and what we are after. Suppose you go ahead and tell us what your practice is? You can speak rather generally for the cafeterias, can you?