

NEW ZEALAND.

DEPARTMENT OF LABOUR.

Decisions under the Industrial Conciliation  
and Arbitration Acts.

CANTERBURY INDUSTRIAL DISTRICT.

(4215.) CHRISTCHURCH AND SUBURBAN (INCLUDING LYTTTELTON  
AND KAIAPOI) BAKERS AND PASTRYCOOKS.—AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, and its amendments, this 10th day of January, 1916, between the Canterbury Bakers, Pastrycooks, and Confectioners' Industrial Union of Workers (hereinafter referred to as "the union") and the undermentioned persons, firms, and companies (hereinafter referred to as "the employers")—

C. E. Boon, Sydenham;  
A. Hayes, Sydenham;  
J. C. Gibson, Sydenham;  
F. Needham, Richmond;  
J. Gilmore, Woolston;  
W. and E. Broadway, Christchurch;  
H. Bruce, Linwood;  
Lyttelton Bread Company, Lyttelton;  
R. Besley and Son, Waltham;  
J. H. Blackwell, Kaiapoi;  
T. Thomson, Addington;  
J. Neave, Sydenham;  
J. Schumacher, Sydenham;  
Stacye and Hawker, Linwood;  
P. A. Aldersley, Richmond;  
A. Schumacher, Ferry Road;  
Campbell Bros., Christchurch;  
H. Voss, Hornby;  
L. J. Blake, St. Albans;

Mrs. E. Blair, Papanui;  
 G. P. Kissel, Templeton;  
 W. T. Hill, St. Albans;  
 J. A. Heath, Sydenham;  
 F. Matthews and Son, Sydenham;  
 J. Hiron, Linwood;  
 J. W. Smith, Woolston;  
 Cook and McKenzie, Merivale;  
 W. Robertson, Christchurch;  
 J. T. Norton, Lyttelton;  
 L. P. Ebert, Waltham;  
 Mrs. R. Sutherland, Fitzgerald Avenue, Christchurch;  
 S. Needham, Addington;

whereby it is mutually agreed by and between the union and the employers as follows:—

#### SCHEDULE.

##### *Hours of Work.*

1. (a.) The hours of work for bakers and pastrycooks shall not exceed forty-eight in any one week, nor more than ten hours on any one day.

(b.) The hours of starting work for bakers shall not be earlier than 4 a.m., except on Saturdays or day preceding a public holiday, when allowed to start at 3 a.m.; in event of double holiday, 2 a.m.

(c.) If any employer shall require any of his workers to start work at an earlier hour than hereinbefore prescribed he shall pay such worker overtime at the rate of double time for all time worked between 2 a.m. and the hour prescribed for starting work, and such overtime shall be paid notwithstanding a full day's work shall not be worked by the particular worker who is required to start work at such earlier hour.

(d.) If a jobber is required to work at an earlier hour than hereinbefore prescribed he shall be paid double time for any time worked between 2 a.m. and such prescribed hours.

(e.) All work to cease between 9 p.m. and 2 a.m., except on Good Friday for manufacturing of buns.

(f.) Any journeyman employed to make dough exclusively may start earlier than the hours prescribed hereinbefore, but any journeyman who for that purpose is required to start work earlier than those hours shall be paid 7s. 6d. per week in addition to the minimum wage paid by this agreement.

##### *Hours of starting for Pastrycooks.*

(g.) The hour of starting work for pastrycooks shall not be earlier than 6 a.m. on Tuesday, Wednesday, Thursday, and Friday, and not earlier than 4 a.m. on Monday and Saturday.

*Wages.*

2. (a.) The minimum wage shall be as follows: Foreman baker or pastrycook, £3 10s. per week; journeyman baker or pastrycook, £3 per week; baker's labourer—a youth may be employed at £1 10s. per week.

(b.) That all wages shall be paid weekly on or before the termination of the week's work.

3. When an employer is himself substantially engaged in the actual work of a journeyman or foreman in his own bakehouse he shall take an equal share of sponging or doughing with the men. If an employer elects not to do any sponging he shall pay his worker for same.

Two journeymen must be employed before one labourer can be employed; no more than two labourers in any one bakehouse.

*Jobbers.*

4. A jobber shall be paid not less than 12s. per day of eight hours. He shall be paid not less than half a day's work in any event. If he is employed for more than four hours he shall be paid not less than 1s. 6d. per hour to the full day of eight hours, and after that he shall be paid overtime at the rate fixed by this agreement for journeymen.

A worker shall be considered a jobber if not employed continuously for one week.

A jobber shall be paid by the employer the necessary expense incurred in going and coming from work.

*Overtime.*

5. If overtime is required to be worked it shall be paid for as follows: 1s. 9d. per hour for foreman and 1s. 7d. per hour for journeymen for the first four hours, and 2s. 1d. per hour for foreman and 1s. 11d. for journeymen up to 9 p.m., when all work shall cease.

*Holidays.*

6. The following shall be deemed to be holidays: New Year's Day, 2nd January, Anniversary Day, Good Friday, Easter Monday, King's Birthday, Labour Day, Christmas Day, Boxing Day, and also a Saturday for a picnic day in the month of January or February or for grocers' picnic.

Payment for all holidays not worked to be deducted from wages.

If a workman is required to do any work on any of such holidays he shall be paid at the rate of 1s. 11d. per hour for journeymen and 2s. 1d. for foreman for all work done.

Wages for all work done on Sundays or holidays, including doughing or sponging, shall be paid for at the rate of 1s. 11d. per hour for journeymen and 2s. 1d. for foreman. A minimum of one hour to be allowed for sponging or other work.

If any of these holidays shall be generally observed on any other day such other day shall be deemed to be the holiday for the purposes of this agreement.

An employer may agree with his journeymen pastrycooks that, instead of having Anniversary Day, Easter Monday, King's Birthday, and Boxing Day as holidays, they shall work on those days and have six days' holidays on full pay for same. Any journeyman who shall leave his employment before he has had his holidays shall be paid a proportionate sum for the period which he shall have worked.

#### *Carters.*

7. A carter shall not be employed in any bakehouse in connection with the manufacture of any goods in the baking trade, but a baker may deliver bread so long as he does not work more than the prescribed hours.

#### *Boarding of Workers.*

8. Employers shall not provide any of their workers with board and lodging on their own premises: Provided that in any case where a worker can satisfy the nearest Inspector of Factories that it is not practicable for such worker to obtain at a reasonable rate suitable board and lodging elsewhere than on the employer's premises, such Inspector of Factories may issue to such worker a permit authorizing him to agree with his employer to board and lodge on his employer's premises at a rate not exceeding 15s. per week.

This clause shall not apply to apprentices.

#### *Meal-hours.*

9. Not less than half an hour shall be allowed for breakfast and three-quarters of an hour for dinner, unless under special circumstances, when by mutual agreement between the employer or his representative and the worker a shorter interval may be taken for meals.

No worker shall be allowed to work longer than four hours before breakfast.

A baker's labourer shall not be employed in the actual manufacture of bread or small-goods.

#### *Employment of Females.*

10. Females shall not be employed to manufacture any goods in a bakehouse nor do any hot-plate work, but they may be employed in finishing and packing small-goods and cleaning fruit.

11. One week's notice of the termination of the engagement of a worker shall be given to the worker by the employer, or by the worker to the employer.

#### *Apprentices.*

12. (a.) Any employer taking an apprentice shall be deemed to have undertaken the obligations which he agrees to perform as

a duty enforceable under this agreement of teaching such apprentice the trade, and shall pay such apprentice not less than the undermentioned wages: For the first six months, 12s. 6d. per week; second six months, 15s. per week; third six months, 17s. 6d. per week; fourth six months, £1 per week; fifth six months, £1 2s. 6d. per week; sixth six months, £1 5s. per week; seventh six months, £1 7s. 6d. per week; eighth six months, £1 10s. per week.

(b.) Where an employer provides his apprentices with board and lodging the above-mentioned wages may be reduced by 7s. 6d. per week during the first year, 10s. per week during the second year, 12s. 6d. per week during the third year, and 15s. per week during the fourth year.

(c.) The period of apprenticeship shall be four years, but three months' probation shall be allowed the first employer of any apprentice to determine his fitness, such three months to be included in the period of apprenticeship.

(d.) At the end of the period of apprenticeship the employer shall give the apprentice a certificate to show that he has served his apprenticeship. Should the employer at any time before the termination of the apprenticeship wish for any reason to dispense with the services of the apprentice he shall give him a certificate for the time served and procure him another employer carrying on business within a reasonable distance of the original employer's place of business, who will continue to teach the apprentice, to pay him the wages prescribed by this agreement according to the total length of time he has served, and generally to perform the obligations of the original employer: Provided that it shall not be obligatory upon an employer to find the apprentice another employer if he shall so misconduct himself as to entitle the employer to discharge him, but he shall give him a certificate covering the time actually served.

(e.) If an employer shall from any cause beyond his control be unable to fulfil the obligations to his apprentice it shall be lawful for such apprentice to complete his term with another employer, and such employer may take and employ such apprentice notwithstanding he has the full number of apprentices allowed by this agreement.

(f.) An employer taking an apprentice shall give notice thereof and of the name of the apprentice to the Inspector of Factories within one month after the expiration of the period of probation, and an employer transferring an apprentice to another employer shall similarly within one week thereof give notice of such transfer to such Inspector.

(g.) An employer shall not be deemed to discharge his duty towards his apprentice if he fails to keep him at work owing to slackness of work, but such slackness may form a proper ground for transferring him to a master willing to undertake the responsibility of teaching him.

(h.) When an apprentice is discharged for cause the employer shall send notice of the discharge and the cause thereof to the Inspector of Factories.

(i.) An employer shall be allowed to have one apprentice to two journeymen, an employer to count as a journeyman if he works solely at the trade.

*Apprentices' Overtime.*

(j.) For the first three years the overtime pay for apprentices shall be 9d. per hour for the first four hours and 1s. per hour to 9 p.m.; fourth year, 1s. per hour for the first four hours and 1s. 3d. up to 9 p.m.

No apprentice is allowed to deliver bread or assist the carter to deliver bread.

*Under-rate Workers.*

13. (a.) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement 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 Factories or such other person as the Court may from time to time appoint for that purpose; and such Inspector or 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 person may think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b.) Such permit shall be for a period, not exceeding six months, as such Inspector or person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice 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 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 Factories of every agreement made with a worker pursuant thereto.

(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.*

14. (a.) It shall be the duty of every employer when engaging a worker to ascertain if he is a member of the union, and if he is not a member of the union the employer shall notify the secretary of the union accordingly within seven days from the time of engaging such worker.

(b.) It shall be the duty of every non-unionist engaged as aforesaid to join the union within seven days after receiving a request in writing from the secretary of the union to do so.

(c.) It shall be the duty of every non-unionist employed in the trade at the date of coming into operation of this agreement to become a member of the union within twenty-four hours from such date.

(d.) Non-compliance with any of the foregoing provisions shall constitute a breach of this agreement.

15. No journeyman provided for in this agreement shall be required to do any whitewashing work, chopping wood, or cleaning down the walls of any bakehouse.

16. That authority be given to the secretary of the union to inspect the time and wages book in connection with bakeries.

*Term of Industrial Agreement.*

17. This industrial agreement shall come into force on the 10th day of January, 1916, and shall continue in force until the 10th day of January, 1918.

Signed on behalf of the union—

[SEAL.]

H. CHILLINGWORTH,  
Chairman, Bakers' Union.  
J. S. WILSON,  
Secretary, Bakers' Union.

Signed on behalf of employers—

[SEAL.]

CHAS. E. BOON,  
Chairman, Master Bakers.  
J. EVANS,  
Secretary, Master Bakers.