

(4393.) POVERTY BAY BAKERS AND PASTRYCOOKS.—AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the Auckland Operative Bakers and Pastrycooks' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Beere and Carson, bakers, Waerenga-a-hika, Gisborne.
 Clayton, F., baker, Te Karaka, Gisborne.
 Dines, R. H., and Co., bakers, Waipiro Bay, East Coast.
 Donovan, William, baker, Matawai, Gisborne.
 Eckford, J., baker, Tokomaru Bay, East Coast.
 Erskine, James, baker, Gladstone Road, Gisborne.
 Findlay, Walter, baker, Gladstone Road, Gisborne.
 Frazer, John, baker, Te Araroa, East Coast.
 Fryer, H., and Co., bakers, Kaiti, Gisborne.
 Ladd, Frank, baker, Patutahi, Gisborne.
 Lufty, G. T., baker, Tolaga Bay, East Coast.
 Manson, Charles, baker, Tokomaru Bay, East Coast.
 Oatridge, F. J., baker, Sheehan Street, Gisborne.
 Stong, T., baker, Makaraka, Gisborne.
 Twigley and Marshall, bakers, Gladstone Road, Gisborne.
 Walsh, John, baker, Mangapapa, Gisborne.

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, 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 as from the 1st day of January, 1916, and shall continue in force until the 1st day of January, 1918, and thereafter as provided by subsection (1) (d) of section 90 of the Industrial Conciliation and Arbitration Act, 1908.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 12th day of August, 1916.

T. W. STRINGER, Judge.

SCHEDULE.

Hours of Work.

1. (a.) The hours of work for bakers and pastrycooks shall not exceed forty-seven hours in any one week, nor more than eight hours on any one day; four days of eight hours, and one of six and one of nine; each day to stand by itself. Time for sponging or doughing to be deducted from the day's work; not less than one hour to be allowed for same. Pastrycooks, half an hour for bun doughing.

(b.) The hour of starting work for bakers shall be not earlier than 4 a.m. on Monday, Tuesday, Wednesday, Thursday, and Friday, and 3 a.m. on Saturdays, nor later than 9.30 a.m.

(c.) All work to cease between 9 p.m. and 4 a.m.

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

Hours of Starting Work for Pastrycooks.

2. The hour of starting work for pastrycooks shall be not earlier than 6 a.m. on Tuesday, Wednesday, Thursday, and Friday, and not earlier than 4 a.m. on Monday and Saturday, on any holiday, or on the day immediately preceding a holiday.

Wages.

3. (a.) The minimum wage shall be as follows: Foreman baker or pastrycook, £3 15s. per week; journeyman baker or pastrycook, £3 5s. per week.

(b.) The wage fixed by this award is a weekly wage, and no deduction shall be made therefrom except for time lost through the worker's own default or sickness.

(c.) All wages shall be paid weekly on or before the termination of the week's work.

(d.) When an employer is himself substantially engaged in doing 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, or if he elects not to do the sponging he shall pay the worker who does it for his time.

Jobbers.

4. (a.) A jobber shall be paid not less than 12s. per day of eight hours. He shall be paid not less than for half a day's work in any event.

(b.) 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 award for journeymen.

(c.) A worker shall be considered a jobber if not employed continuously for more than two weeks.

Overtime.

5. Subject to the present practice with regard to sponging and doughing, if overtime is required to be worked after eight hours from the starting-hour it shall be paid for as follows: 2s. 3d. per hour for foremen; for journeymen and jobbers the overtime shall be 1s. 9d. per hour.

Holidays.

6. (a.) The following shall be deemed to be holidays: New Year's Day, 2nd January, Show Day, Good Friday, Easter Monday, King's Birthday, Labour Day, Christmas Day, Boxing Day, and also a Thursday for a picnic day in the month of January or February (to be agreed upon by both sides).

(b.) Sunday sponging shall cover all holidays. Sponging on holidays shall be paid for at the rate of 3s. per hour.

(c.) If a workman is required to work on any of such holidays he shall be paid at the rate of 4s. per hour in addition to his weekly wage.

(d.) 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 purpose of this award.

Carters.

7. A carter shall not be employed in any bakehouse in connection with the manufacture of any goods in the baking trade, and no baker shall be allowed to deliver bread.

Boarding of Workers.

8. Employers shall not provide any of their workers with board and lodging on their 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 17s. 6d. per week. This clause shall not apply to apprentices.

Meal-hours.

9. (a.) Not less than half an hour for breakfast shall be allowed, and three-quarters of an hour for dinner.

(b.) No worker shall be allowed to work longer than four hours before a meal.

Employment of Females.

10. Females shall not be employed to manufacture any goods in a bakehouse, nor do any hot-plate work, nor finishing off of small-goods.

Termination of Employment.

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 obligation which he agrees to perform as a duty enforceable under this award of teaching such apprentice his trade, and shall pay such apprentice not less than the under-mentioned 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 3s. 6d. per week; sixth six months, £1 5s. 6d. per week; seventh six months, £1 7s. 6d. per week; eighth six months, £1 10s. per week.

(b.) Where an employer provides his apprentice 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 award 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 any employer shall from any cause beyond his control be unable to fulfil his 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 award.

(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 have discharged 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 of the cause thereof to the Inspector of Factories.

(i.) Every employer shall be allowed to have one apprentice whether he employs any journeymen or not. If an employer employs more than two journeymen he shall be allowed two apprentices, but not more than two apprentices shall be allowed in any one bakehouse.

(j.) For the first three years the overtime rates for apprentices shall be 9d. per hour up to 6 p.m., and 1s. per hour from 6 p.m. to 9 p.m.; fourth year, 1s. per hour up to 6 p.m., and 1s. 4d. per hour from 6 p.m. to 9 p.m.

Under-rate Workers.

13. (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 Factories 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.

14. (a.) If any employer shall hereafter engage any worker coming within the scope of this award who shall not be a member of the union, and who shall not become a member thereof within fourteen days after his engagement and remain such member, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union equally qualified to perform the particular work required to be done, and ready and willing to undertake the same.

(b.) The provisions of the foregoing 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 6d. per week.

Scope of Award.

15. This award shall apply only to employers carrying on business as bakers or pastrycooks in the Poverty Bay portion of the industrial district, which is defined to be all that portion which lies on the south-east side of a line starting at the East Cape and carried along the dividing ranges until it meets the boundary-line between the Northern District and the Wellington District.

Term of Award.

16. This award shall come into force as from the 1st day of January, 1916, and shall continue in force until the 1st day of January, 1918.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 12th day of August, 1916.

T. W. STRINGER, Judge.

MEMORANDUM.

This award embodies the recommendations of the Conciliation Council, which the parties agreed to accept. The Court's usual preference clause has been substituted for the clause agreed on by the parties, which was in that form which the Court of Appeal has recently decided this Court has no jurisdiction to insert in an award.

T. W. STRINGER, Judge.