

TARANAKI INDUSTRIAL DISTRICT.

(4260.) TARANAKI OPERATIVE BAKERS AND PASTRYCOOKS.—
AWARD.

In the Court of Arbitration of New Zealand, Taranaki 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 Taranaki Operative Bakers and Pastrycooks' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers"):

Bakers.

New Plymouth—	Normanby—
Findlay, J.	Cocker, A.
Lealand, P.	Okato—
Lealand Bros.	Fox, J. S.
May and Arrowsmith (Limited).	Greenway Bros.
Munro, D.	Okaiawa—
West, Joe.	Blackman, H. G.
Wooller, A.	Opunake—
Awatuna East—	Callaghan, C.
Robertson, J.	Otakeho—
Eltham—	Eaves, H. G.
Newman, J. A.	Patea—
Reilly, T. W. J.	Loader, F. G.
Turner, J.	Revell, H. H.
Hawera—	Pihama—
Clement, H. N.	Gibbons, W.
Cormack, A.	Rahotu—
Keen, J. P.	Hughson, T. P., and Son.
Tonkin, C.	Stratford—
Inglewood—	Central Co-operative Stores Company.
Cramer, C. A.	Cramer, F.
Lile, A.	Elder, W.
Nicholls and Son.	Kerr and Co.
Kaponga—	Tariki—
Allen Bros.	Riley, H.
Kakaramea—	Toko—
Honey, A.	Stanford, J. A.
Kohuratahi—	Urenui—
Howard, D. B.	McLennon, H.
Mania—	Waitara—
Young, A. L.	Hutchinson, D.
Yuille and Gee.	Jefferies, C. E.
Midhurst—	Whangamomona—
Lester Bros.	Rooney and Son.

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 April, 1916, and shall continue in force until the 1st day of April, 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 April, 1916.

T. W. STRINGER, Judge.

SCHEDULE.

Hours of Work.

1. (a.) The hours of work for bakers and pastrycooks shall not exceed forty-eight in any one week.

(b.) Subject to the special provisions hereinafter contained, the daily hours of work shall be regulated by each employer from time to time according to the requirements of his business, but so that any time worked in excess of ten hours in any one day by any worker shall be reckoned and paid for as overtime, whether or not such worker shall have worked forty-eight hours in that week.

(c.) The hour of starting work for bakers shall be not earlier than 4 o'clock a.m., except on Saturdays and the day immediately preceding a public holiday, when it may be one hour earlier—viz., 3 a.m. In the event of a double holiday work may commence two hours earlier—viz., 2 a.m. Where employers have country de-

liveries or have to forward bread by country coaches they may start at 3 a.m. All work shall cease between 9 p.m. and 2 a.m.

(d.) If any employer shall require any of his workers to start work at an earlier hour than that 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. If a jobber is required to work at an earlier than the hours hereinbefore prescribed he shall be paid double time for any time worked between midnight and such prescribed hours.

(e.) Any journeyman employed to make dough by machinery or hand may start work earlier than the hours hereinbefore prescribed, but any journeyman who for that purpose is required to start work earlier than those hours shall be paid 5s. per week in addition to the minimum wage fixed by this award.

(f.) In towns having a population of less than 1,500 persons according to the census of 1911 the hours of work may be fixed by each employer according to the requirements of his particular business.

(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. In cases of emergency, and on any holiday and the day immediately preceding such holiday, the starting-time shall be agreed on between the employer and the foreman.

Wages.

2. (a.) The minimum wages shall be as follows: Foreman baker or pastrycook, £3 12s. 6d. per week; journeyman baker or pastrycook, £3 2s. 6d. per week; baker's labourer, £2 10s. per week.

(b.) A baker's labourer shall not be employed in the actual manufacture of bread or small-goods, except that he may be employed to assist a journeyman in working a breadmaking-machine.

(c.) Bakers' labourers shall be employed in the proportion of not more than one labourer to every four journeymen or fraction of four.

(d.) In country bakehouses where only one journeyman is employed the following wages may be paid: On an outturn of 2,000 2 lb. loaves per week, £3 5s. per week; 1,500 2 lb. loaves or over per week, £3 per week; 1,250 2 lb. loaves or over per week, £2 15s. per week; under 1,250 2 lb. loaves per week, £2 10s. per week.

(e.) When the employer is himself substantially engaged in doing the actual work of a journeyman in his own bakehouse he shall be classed as a foreman or first hand, and he shall take an equal share of sponging with the men, or if he elects not to do sponging he shall pay the worker who does it for his time.

(f.) 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.

Jobbers.

3. A jobber shall be paid at the rate of not less than 11s. per day of eight hours. He shall be paid not less than half a day's wages in any event. If he is employed for more than four hours he shall be paid not less than 1s. 4½d. per hour up to the full day of eight hours, and after that he shall be paid overtime at the rates fixed by this award for journeymen.

Overtime.

4. Subject to the present practice with regard to sparging, and also to the provisions of clause 1 (d) hereof, if overtime is required to be worked it shall be paid for as follows: Time and a quarter from the customary time of ceasing work up to 6 p.m.; time and a half from 6 p.m. up to 9 p.m.; double time from 2 a.m. to ordinary time of starting work. Overtime for apprentices, 9d. per hour for the first three years, and for the last year of apprenticeship time and a quarter.

Holidays.

5. The following shall be deemed to be holidays: New Year's Day, Agricultural Show Day, Good Friday, Easter Monday, Labour Day, King's Birthday, Christmas Day, and Boxing Day. Sunday sparging shall cover all holidays. If a workman is required to work on any of such holidays he shall be paid at the rate of time and a half in addition to his weekly wage.

6. 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 award.

Carters.

7. Carters 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 his 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 only apply to bakers, and shall not apply to the boarding of apprentices.

Meal-hours.

9. (a.) 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 arrangement between the employer or his representative and the worker a shorter interval may be taken for meals.

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

Employment of Females.

10. Females shall not be employed to manufacture any goods in a bakehouse, or to do any hot-plate work, but they may be employed in finishing and packing small-goods and cleaning fruit.

Termination of Engagement.

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

Apprentices.

12. (a.) An 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 the trade, and shall pay such apprentice not less than the under-mentioned rates of wages: For the first six months, 12s. 6d. per week; for the second six months, 15s. per week; for the third six months, 17s. 6d. per week; for the fourth six months, £1 per week; for the fifth six months, £1 2s. 6d. per week; for the sixth six months, £1 5s. per week; for the seventh six months, £1 7s. 6d. per week; and for the 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 for 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 according to the total length of time he

has served, and generally to perform the obligation 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 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 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 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.) Existing arrangements with or relating to apprentices now serving under indentures or under existing awards shall not be affected by anything herein contained, and so far as is necessary for the purpose of giving effect to such arrangements the said awards shall continue in force.

(k.) An apprentice who has served his term of apprenticeship may be employed as an improver for a further period of one year by any employer at a minimum wage of £2 per week.

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.) 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 fourteen 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 fourteen 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 award to become a member of the union within fourteen days from such date.

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

Scope of Award.

15. This award shall apply to all employers carrying on business as bakers and pastrycooks in the Taranaki Industrial District.

Term of Award.

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

T. W. STRINGER, Judge.

MEMORANDUM.

This award embodies with some slight modifications the recommendations of the Council of Conciliation, which the parties had agreed to accept.

The preference clause is in a form agreed on by the Council of Conciliation, and is not in the form which the Court itself imposes.

T. W. STRINGER, Judge.

NOTE.—Section 90, subsection (1) (*d*), of the Industrial Conciliation and Arbitration Act, 1908, provides that, notwithstanding the expiration of the currency of the award, the award shall continue in force until a new award has been duly made or an industrial agreement entered into, except where the registration of an industrial union of workers bound by such award has been cancelled.
