

(5866.) CHRISTCHURCH (TEN-MILES RADIUS) CONFECTIONERS AND BISCUIT-MAKERS —AWARD.

In the Court of Arbitration of New Zealand, Canterbury 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 Canterbury Operative Bakers, Pastrycooks, and Confectioners' Employees' (Confectioners and Biscuit-makers' Section) Industrial Union of Workers (hereinafter called "the union") and the under-mentioned persons, firms, and companies (hereinafter called "the employers") :—

Aulsebrook and Co., St. Asaph Street, Christchurch.

Dainties Limited, Dundas Street, Christchurch.

Fox, Chivers (Limited), St. Asaph Street, Christchurch.

Guillermo and Co., Montreal Street, Christchurch.

Power and McDonald, Lichfield Street, Christchurch.

Robertson, A. F., Armagh Street, Christchurch.

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 hereinafter provided, and shall continue in force until the 6th day of May, 1921, 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 21st day of June, 1920.

T. W. STRINGER, Judge.

SCHEDULE.

Hours of Work.

1. The hours of work shall be in accordance with the Factories Act—viz., forty-eight hours per week for male workers above the age of eighteen years, and forty-five hours per week in the case of other workers.

Overtime.

2. All time worked in excess of the hours prescribed in clause 1 shall be paid for at time-and-a-half rates for the first three hours and double time thereafter, to be computed on the flat rate.

Wages.

	Per Week.		
	£	s.	d.
3. Bakehouse—			
Employee mixer, second in charge	4	4 0
Brakesmen, drivers, or setters of cutters	3	17 6
Employee in charge of reel oven	3	15 0
Employee in charge of travelling oven	3	15 0
Stokers	3	15 0
Cake department—			
Second in charge	3	19 0
Chocolate department—			
Second in charge	4	4 0
Inrobing machine hand	3	19 0
Head moulder	3	19 0
Starch-room—			
Second in charge	4	4 0
Where only one man employed	3	19 0
Syrup-boiler and cream-maker	3	14 0
Chocolate centres, first hand	3	19 0
Employee in charge of starch machines	3	12 0
Employee making liquorice, "all sorts," and cream paste	3	14 0
Employee in charge of jubes	3	19 0
Sugar-boilers, toffee and candy	3	14 0
Tinsmiths, first hand	4	4 0
Tinsmiths, second and third hands	4	0 0
All other adult male workers employed in any department	3	10 0

4. In addition to the minimum rates provided above there shall be paid to such workers a bonus of 6s. per week unless and until the Court otherwise orders.

5. A worker shall be entitled to be paid only for time worked.

Workers receiving Higher Wages.

6. Any worker now receiving higher wages than herein prescribed shall not have their wages reduced.

Youths.

7. Youths may be employed at not less than the following rates: First six months, £1 per week; second six months, £1 2s. 6d. per week; second year, £1 7s. 6d. per week; third year, £1 15s. per week; fourth year, £2 5s. per week.

Females.

8. Female workers may be employed at not less than the following rates: First six months, 15s. per week; second six months, 18s. per week; third six months, £1 1s. per week; fourth six months, £1 4s. per week; fifth six months, £1 7s. per week; sixth six months, £1 10s. per week; seventh six months, £1 14s. per week; eighth six months, £1 18s. per week; and thereafter not less than £2 per week.

Bonus.

9. In addition to the above rates in clauses 7 and 8 there shall be paid to such workers a bonus of 3s. per week unless and until the Court otherwise orders.

Deductions.

10. Subject to the conditions of the Factories Act any time lost through the default of the worker, or by reason of the breakdown or accident to any of the machinery used by the employers, or shortage of material, such time lost shall be deducted from the wages specified in clauses 7 and 8 hereof at the same rate per hour as fixed for such services.

Piecework.

11. Piecework shall be permitted at not less than the piecework rates now ruling, provided that any worker employed on piecework shall receive at least 10 per cent. more than such worker would receive if employed on a weekly wage.

Termination of Engagement.

12. Not less than one week's notice shall be given by either party of the termination of the engagement, but nothing in this clause shall prevent an employer from summarily dismissing any worker for misconduct.

Payment of Wages.

13. Wages shall be paid at weekly or fortnightly intervals, at the option of the employer, on any day other than Saturday.

Holidays.

14. (a.) The following shall be observed as full holidays, viz.: Christmas Day, Boxing Day, New Year's Day and the day following, Good Friday, Easter Monday, Labour Day, Easter Saturday, and the birthday of the reigning Sovereign.

(b.) Any work done on Sundays or any specified holiday or any holiday observed in lieu thereof shall be paid for at the rate

of double time. No deduction shall be made from a worker's wages for Good Friday, Easter Saturday, and Easter Monday.

Notice of Overtime.

15. Twenty-four hours' notice shall be given an employee who is required to work overtime, or in lieu thereof tea-money.

Under-rate Workers.

16. (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.

17. (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 seven 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.

18. The operation of this award is limited to the area lying within a radius of ten miles from the Chief Post-office, Christchurch.

Term of Award.

19. This award so far as relates to wages shall come into force as from the 6th day of May, 1920, and so far as all the other provisions of this award are concerned it shall come into force on the date hereof, and this award shall continue in force until the 6th day of May, 1921.

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 21st day of June, 1920.

T. W. STRINGER, Judge.

MEMORANDUM.

This award embodies without alteration the recommendations of the Conciliation Council, which the parties agreed to accept.

T. W. STRINGER, Judge.