

NORTHERN (AUCKLAND) INDUSTRIAL DISTRICT.

(10375.) GISBORNE JUDICIAL DISTRICT BAKERS AND PASTRY- COOKS AND THEIR LABOURERS.—INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and of section 5 of the Industrial Conciliation and Arbitration Amendment Act, 1932, this 23rd day of December, 1932, embodies the terms of the settlement arrived at by the assessors appointed for the hearing of the industrial dispute between the Auckland Operative Bakers and Pastrycooks' Industrial Union of Workers (Gisborne Branch), (hereinafter called "the union") of the one part, and Messrs. J. H. Bartrom, Findlay Bros., and others (hereinafter called "the employers") of the other part, whereby it is mutually agreed by and between the said assessors as set out in the schedule hereto.

LIST OF PARTIES CITED.

Bartrom, J. H. and A. A., Pool Street.
 Clare, W., and Sons, Makaraka.
 Findlay Bros., Gladstone Road, Gisborne.
 Findlay, H. A., Tokomaru Bay.
 Kunioka, H., Ruatoria.
 Ladd, F., Tolaga Bay.
 Lane Bros., Peel Street, Gisborne.
 McDowel, J., Upper Gladstone Road, Gisborne.
 McKnight, H., Pioneer Kitchenette, Gladstone Road, Gisborne.
 McRae, J. H., Te Araroa.
 Mills, C., Te Karaka.
 Munro, T., Clifford Street, Gisborne.
 Parker, C. O., Tikitiki.
 Robertson, G., Gladstone Road, Gisborne.
 Stubbings, W., Patutahi.
 Walsh, J., Mangapapa.
 Wooler's Bakery, Te Hapara.

SCHEDULE.

Hours of Work.

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

(c) When a holiday occurs in any week the hours normally worked on that day shall, for the purpose of computing the weekly hours, be deemed to be one-sixth of the hours as defined under subclause (a) hereof as constituting a week's work.

(d) The hours for starting work for bakehouse workers shall be not earlier than 4 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 be commenced two hours earlier. Sunday, for the purposes of this subclause, shall be regarded as a holiday.

(e) If any employer shall require any of his workers to start work at an earlier hour than hereinbefore provided, he shall pay such worker 6d. per hour in addition to the ordinary rate of pay.

All work shall cease between 9 p.m. and midnight.

Wages.

2. (a) The minimum rates of wages shall be as follows :—

	Per Week.		
	£	s.	d.
Foreman baker or pastrycook	5	0	0
Journeyman baker and pastrycook	4	10	0

(b) When an employer is himself substantially engaged in his own bakehouse he shall not be classed as foreman or first hand, unless he actually does the work of the foreman or first hand. He shall either take an equal share of doughing or sponging with the men, or he shall pay the worker who does it for his time. All foremen shall take their turn at doughing or sponging.

(c) The wage fixed by this award is a weekly wage, and no deductions shall be made therefrom, except for time lost through the worker's own default or sickness, or from accident not arising out of or in the course of his employment.

(d) A worker engaged for relieving-work necessitating his living away from his home shall be paid his fare both ways by his employer.

Jobbers.

3. (a) A journeyman jobber shall be paid not less than 17s. 6d. per day, or a labourer jobber 13s. 6d. 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 less than eight hours, he shall be paid 2s. 3d. per hour if a journeyman jobber, and 1s. 9d. per hour if a labourer jobber.

(b) A jobber shall be considered a jobber if not employed continuously for one week.

Overtime.

4. (a) Any time worked in excess of eight hours on any day shall be paid for as follows : For the first two hours, time and a quarter ; for the next two hours, time and a half ; thereafter, double time.

(b) Any time worked in excess of forty-six hours in any week shall be paid for at the same rates, provided that if overtime has already been paid on the daily hours, only the excess shall be payable under this subclause.

Holidays.

5. (a) The following shall be deemed to be holidays : New Year's Day, the day immediately following New Year's Day, Good Friday, Easter Monday, Labour Day, Sovereign's Birthday, Christmas Day, Boxing Day, and Show Day, also Picnic Day, which shall be observed on a Thursday, not later than the end of February, to be agreed upon between the union and the majority of the employers.

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

(c) Sunday sponging and doughing shall not be paid for, but no deduction shall be made from the week's wages in respect of holidays not worked.

(d) All other work done on Sundays shall be paid for at double rates.

(e) All work done on Christmas Day or Good Friday shall be paid for at double rates.

(f) All work done on any other holidays shall be paid for at the rate of time and a half.

(g) Should any of the above-mentioned holidays fall on a Sunday, then for the purposes of this agreement such holiday shall be observed on the following Monday.

(h) An annual holiday of six working-days on full pay shall be granted to each worker on completion of each year of service. A proportionate holiday allowance shall be paid to an employee if his engagement is terminated after six months' service.

(i) Such holiday is to be given and taken within a period of two months after the date of its becoming due.

(j) In the case of the transfer of a business, the employer shall pay his proportionate share of holiday-money due to each employee at the time of transfer, provided that the period of the worker's employment is not less than three months.

Drivers.

6. A driver 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.

Board and Lodging.

7. Employers shall not provide any of the workers with board and lodging on their own premises: Provided that in any case where a worker can satisfy the nearest Inspector of Awards 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 Awards 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 £1 2s. 6d. per week. This clause shall not apply to apprentices.

Meal-hours.

8. (a) Not less than half an hour shall be allowed for breakfast or tea 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 before breakfast.

Employment of Female Workers.

8A. (a) Where females are employed as journeywomen they shall be paid three-fourths the wages of journeymen. Females other than journeywomen shall not be employed to manufacture any goods in the bakehouse or do any hot-plate work.

(b) Females may be employed in breaking eggs, cleaning fruit, papering tins and cake-hoops, cleaning and greasing tins and utensils, finishing (including icing and piping), and packing small goods, and generally to do all kinds of unskilled work at rates that may be agreed upon between the worker and employer.

Terms of Employment.

9. (a) Except where otherwise provided herein, the employment shall be a weekly employment. Wages shall be paid weekly on Saturday. At the termination of the service wages due shall be paid without delay.

(b) One week's notice of termination of service shall be given by the employer or employee, but this shall not affect the employer's right to dismiss any employee without notice for misconduct or other good cause.

Preference.

10. (a) If any employer shall hereafter engage any worker coming within the scope of this agreement 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. The provisions of this subclause relating to the dismissal of workers shall apply, with equal effect, to any worker coming within the scope of this agreement engaged since the 11th January, 1932, but before the coming into force of this agreement, who is not a member of the union during the currency of this agreement.

(b) The provisions of this clause shall operate only if and so long as the rules of the union shall permit any worker coming within the scope of this agreement 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 1s. per week, and such fines as may be lawfully imposed on him for non-attendance without reasonable excuse at a specially called meeting of the union, of which written notice has been given

to him or sent to him by post at his last address as notified by him to the union, or for misconduct at a meeting of the union, or for being more than three months in arrear, without reasonable excuse, in his contributions to the union: Provided that the maximum fine shall not exceed 2s. 6d. for non-attendance at a meeting of the union or for being in arrear with his contributions, and £1 for misconduct at a meeting of the union.

(c) With the consent of the employer first obtained, the local secretary or organizing secretary shall be permitted to interview employees at their place of employment on any one day in each week at a suitable time to be arranged between the employer and the secretary of the union.

Under-rate Workers.

11. (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 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 Awards 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.

Changing-room.

12. A room or accommodation shall be provided for the workers to change their clothes.

Copy of Agreement.

13. Every employer bound by this agreement shall at all times cause to be exhibited and maintained in a conspicuous place a copy of this agreement.

Time and Wages Record.

14. Every employer bound by this agreement shall keep a time and wages book, in which shall be correctly recorded by each employer (a) the name of every worker employed, (b) the kind of work on which he or she is employed, (c) the daily hours of his or her employment, (d) the wages paid each week, and (e) the starting and finishing times of all workers.

Matters not provided for.

15. Any dispute in connection with any matter not provided for in this agreement shall be settled between the particular employer concerned and the secretary or president of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the local Conciliation Commissioner, or such other person as may be agreed upon by the parties, and his decision shall be binding upon the parties concerned.

Scope of Agreement.

16. This agreement shall operate throughout the Gisborne Judicial District.

Term of Agreement.

17. This agreement shall come into force on the 3rd day of January, 1933, and shall continue in force until the 2nd day of January, 1934.

In witness whereof the said assessors have executed these presents pursuant to the said section 5 of the Industrial Conciliation and Arbitration Amendment Act, 1932, the day and year first before written.

Signed by the assessors appointed on behalf of the union—

J. DONALDSON.
WM. C. NISBETT.
W. H. PRITCHARD.

Witness—Pat Hally, Conciliation Commissioner.

Signed by the assessors appointed on behalf of the employers—

J. J. WALSH.
W. E. LANE.
WALTER FINDLAY.
CHAS. MILLS.

Witness—Pat Hally, Conciliation Commissioner.