

(10390.) KENTS BAKERIES, .LTD. (AUCKLAND), BAKERS AND PASTRYCOOKS AND THEIR LABOURERS.—INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 7th day of February, 1933, between the Auckland Operative Bakers and Pastrycooks and Related Trades Employees' Industrial Union of Workers (hereinafter called "the union") of the one part, and Kents Bakeries, Ltd., of Newmarket (hereinafter called the "employer") of the other part, whereby it is mutually agreed by and between the parties hereto as follows, that is to say:—

1. That the terms, conditions, stipulations, and provisions contained and set out in the schedule hereunto annexed shall be binding upon the said parties, and they shall be deemed to be and are hereby incorporated in and declared to form part of this agreement.

2. The said parties hereto shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, conditions, stipulations, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

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 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 hour of starting work for bakers and their labourers shall not be 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 commence two hours earlier—namely, 2 a.m. In the event of a treble holiday, work may commence at 1 a.m.

(e) An employer may institute a night shift for bakers starting work not earlier than 12 p.m.; on double nights work may commence at 11 p.m.; on treble nights work may commence at 10 p.m. On nights when four days' bread is required work may commence at 9 p.m. Workers employed on night shifts shall be paid 10s. per week extra, and if required to start earlier than the prescribed hours shall be paid 1s. per hour extra for each hour worked before the prescribed hours. Sunday, for the purpose of subclauses (d) and (e) shall be deemed to be a holiday.

(f) Any journeyman employed exclusively to make dough by machinery or by hand, or to cut over or knock down dough, shall be paid 10s. per week in addition to the minimum wage fixed by this agreement.

(g) The hours of starting work for pastrycooks shall be not earlier than 5 a.m. on five days of the week, and not earlier than 4 a.m. on one day of the week. Except as hereinbefore provided, no pastrycook's work shall be commenced before 5 a.m. unless paid at the rate of double time.

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 or pastrycook	4	10	0
Baker's labourer	3	15	0

(b) A bakehouse labourer shall not be employed in the actual manufacture of bread or small goods, but may perform any kind of unskilled work including in assisting in working machines.

(c) 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.

(d) The wage fixed by this agreement 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.

(e) 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 employed in accordance with sub-clauses (d) and (g) of clause 1 shall be paid not less than 17s. per day, or a labourer jobber 13s. per day of eight hours. He shall be paid not less than half a day 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 journeyman jobber employed in accordance with sub-clause (e) of clause 1 shall be paid 18s. 8d. per day, or a labourer jobber 14s. 8d. per day of eight hours. He shall be paid not less than half a day in any event. If he is employed for less than eight hours he shall be paid 2s. 5½d. per hour if a journeyman jobber, and 1s. 11½d. per hour if a labourer jobber.

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

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

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 four 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.

Junior Labourers.

5. (a) Subject to the provisions and restrictions contained in subclause (b) of clause 2, junior labourers may be employed at the following rates :—

	Per Week.		
	£	s.	d.
Eighteen and under nineteen years of age ..	1	17	6
Nineteen and under twenty years of age ..	2	5	0
Twenty and under twenty-one years of age ..	2	15	0
Thereafter, labourer's rates.			

(b) Junior labourers may be employed as follows: One junior labourer to the factory and thereafter in the ratio of not more than one junior labourer to every two adult labourers.

Holidays.

6. (a) The following shall be deemed to be holidays: New Year's Day, the day immediately following New Year's Day, Anniversary Day, Good Friday, Easter Monday, Labour Day, Sovereign's Birthday, Christmas Day, and Boxing Day.

No bread of any kind shall be made or baked for sale, whether in the form of loaves, rolls, or any other form, between the hour of 6 p.m. on the day immediately preceding any holiday provided for in this section and the hour of 6 p.m. in the evening of such holiday: Provided that nothing in this section shall affect the making of dough and the manufacturing of bread for the day immediately following the holiday, provided such day following is itself not a holiday. Employers may at their option substitute some other day for Anniversary Day.

(b) Sunday and holiday 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.

(c) All work done on Sundays, Good Friday, and Christmas Day shall be paid for at double time rates.

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

(e) Where Anniversary Day is not generally observed in any locality as a holiday, some other day may be substituted therefor by agreement between the union and the majority of the employers in any such locality.

(f) 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.

(g) It shall be optional for employers of pastrycooks to grant such workers two ordinary days as a holiday in lieu of any of the above-mentioned holidays, with the exception of Good Friday, Labour Day, and Christmas Day.

(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.

7. 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.

8. Employers shall not provide any of the workers with board and lodgings on their own premises: Provided that in any case where a worker can satisfy the nearest Inspector of Awards that it is not suitable 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 a 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.

9. (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 agreement 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. To be fixed by the Court of Arbitration.

Terms of Employment.

11. (a) Except where otherwise provided herein, the employment shall be a weekly employment. Wages shall be paid weekly. 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.

12. (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 18th day of April, 1927, 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.

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 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.

Whitewashing.

14. No journeyman provided for in this agreement shall be required to do any whitewashing-work or cleansing-down the walls of any bakehouse.

Changing-room.

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

Bakehouse Stores.

16. Journeymen bakers and pastrycooks shall not be required to take delivery of stores when bakers' labourers are available.

Copy of Agreement.

17. 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.

18. 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 starting and finishing times of all workers.

Scope of Agreement.

19. This agreement shall operate throughout the Northern (except Gisborne Judicial District) Industrial District.

Term of Agreement.

20. This agreement shall come into force on the 8th day of February, 1933, and shall continue in force until the 7th day of May, 1933, and thereafter until another agreement is entered into between the parties.

Signed on behalf of the Auckland Operative Bakers and Pastry-cooks and Related Trades Employees' Industrial Union of Workers—

A. McCARTHY, President.

E. J. WATSON, Secretary.

Signed on behalf of the employers—for and on behalf of Kents Bakeries, Ltd.—

A. C. DAVIS, Managing Director.

E. L. BLAMPIED, Secretary.

(10435.) KENTS' BAKERIES, LTD. (AUCKLAND), BAKERS AND
PASTRYCOOKS AND THEIR LABOURERS.— CONCURRENCE IN
AGREEMENT.

NOTICE of concurrence in industrial agreement dated 7th February, 1933, and recorded in Book of Awards, Vol. XXXIII, p. 48, between Kents' Bakeries, Ltd., and the Auckland Operative Bakers and Pastrycooks and Related Trades Employees' Industrial Union of Workers was filed with the Clerk of Awards at Auckland on the 29th day of March, 1933, by

Parkes, J., Point Chevalier, Baker.

E. M. MOSLEY, Clerk of Awards.

29th March, 1933.
