

(10444.) DUNEDIN BAKERS AND PASTRYCOOKS AND THEIR
LABOURERS.—INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 18th day of April, 1933, between the Dunedin Bakers and Pastrycooks' Industrial Union of Workers (hereinafter referred to as "the union") and J. Renfrew Brown and the other persons, firms, and companies whose names appear attached hereto (hereinafter referred to as "the employer"), witnesseth that it is hereby mutually agreed and declared between the union and the employer as follows:—

That, as between the parties hereto, the terms, conditions, and provisions herein contained shall be binding on the said parties, and the said terms, conditions, and provisions shall be deemed to form part of this agreement; and, further, the said parties shall respectively do, observe, and perform every matter and thing by this agreement 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 agreement.

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 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 be commenced two hours earlier—namely, 2 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 with a maximum of 4s. per shift. 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 12s. 6d. 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.

(h) In the case of country deliveries to the extent of a minimum of four hundred loaves where bread has to be sent outside the district the starting-time shall be not earlier than one hour before the ordinary starting-time, without special payment for time worked before the prescribed hour as provided in clause (d) of "Hours of Work."

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 deduction 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. 6d. per day, or a labourer jobber 13s. 6d. 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. 6d. per hour if a journeyman jobber, and 1s. 10d. per hour if a labourer jobber.

(b) A journeyman jobber employed in accordance with sub-clause (e) of clause 1 shall be paid 19s. per day, or a labourer jobber 15s. 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. 6d. per hour if he is a journeyman jobber, and 2s. 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 to and coming from work.

Overtime.

4. Subject to the provisions of clause 1, all time worked in excess of the hours specified shall be deemed to be overtime and shall be paid for at the rate of time and a quarter for the first two hours, time and a half for the next two hours, and thereafter double time.

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 labourers' rates.			

(b) Junior labourers shall be employed as follows : One 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, day after New Year's Day, Anniversary Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Sovereign's Birthday, Christmas Day, Boxing Day, and picnic day. On all the above-mentioned holidays no work except sponging or doughing shall be done in any bakehouse.

(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) The annual picnic shall be held not later than the end of February on a Saturday to be agreed upon between the union and the majority of the employers in the locality.

(d) 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 section 1 (a) as constituting a week's work.

(e) When Anniversary Day is not generally observed in any locality as a holiday some other day may be submitted therefor by agreement between the union and the majority of the employers in 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) All employees shall be granted six consecutive working-days' holiday on full pay on completion of twelve months' service.

(h) Such holiday shall be given and taken within a period of two months after the completion of twelve months' service.

(i) Payment for annual holiday to be made at the commencement of such holiday.

(j) If any worker is employed for six months and less than twelve months, such worker shall be entitled to a proportionate allowance for holidays.

(k) In case of a 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 three months and less than six 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 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. Females may be apprenticed to learn the trade, subject to the same conditions as prescribed by the Court of Arbitration in respect

of male apprentices in this trade and contained in an order dated the 26th day of November, 1924, covering the Northern Industrial District, with the following modifications :—

(a) The term of apprenticeship shall be four years. The proportion of apprentices to journeywomen shall be one to one. The employer shall rate as a journeywoman if she is substantially employed at the trade. Female apprentices shall not be employed if male apprentices are employed.

(b) The minimum rates of wages shall be as follows :—

			Per Week.		
			£	s.	d.
First six months	..	..	0	15	0
Second six months	..	..	0	17	6
Third six months	..	..	1	2	6
Fourth six months	..	..	1	7	6
Fifth six months	..	..	1	12	6
Sixth six months	..	..	1	17	6
Seventh six months	..	..	2	2	6
Eighth six months	..	..	2	7	6

Thereafter a minimum rate as follows shall be paid :—

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

(d) 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 the following rates of wages :—

			Per Week.		
			£	s.	d.
First six months	..	..	1	0	0
Second six months	..	..	1	5	0
Third six months	..	..	1	10	0
Fourth six months	..	..	1	15	0
Thereafter	..	..	2	0	0

(e) Females other than journeywomen may be employed in decorating, icing, and piping Christmas, christening, birthday, and wedding cakes, and shall be paid not less than two-thirds of the rate of wages prescribed for journeywomen for the time they are so employed.

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 the 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.

(c) If an employer dismisses an employee without notice and without good cause he or she shall pay such employee one week's wages on full pay. If an employee leaves his employer's service without notice and without good cause he or she shall forfeit one week's wages on full pay.

Preference.

12. (a) If any employer has, before the coming into operation of this agreement, engaged a worker or thereafter shall 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 or her 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. Should an employer refuse to dismiss a worker who will not become a member of the union, and the reasons for refusal to dismiss such worker are considered by the secretary of the union to be unsatisfactory, the matter shall be referred to the Disputes Committee.

(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 the 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 1s. per week, and such fines as may be lawfully imposed upon him or her for non-attendance without reasonable excuse at a specially called meeting of the union of which written notice has been given to him or her or sent to him or her by post at his or her last address as notified by him or her 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 or her 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 or her contributions, and £1 for misconduct at a meeting of the union.

(c) Employers are requested, if desired by the secretary of the union, to supply him with a list of the names of the members of his staff.

Disputes Committee.

13. The essence of this agreement being that the work of the employers shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties

bound by this award or any of them as to any matter whatever arising out of or connected therewith, and not specifically dealt with in this agreement, every such dispute or difference, as the same shall arise, shall be referred to a committee to be composed of two representatives of the employers and two representatives of the union for their decision. The decision of the majority of the committee shall be binding, and, if no decision is arrived at, then either party may appeal to the Court of Arbitration upon giving written notice of such appeal to the other party within fourteen days after the failure of the committee to arrive at a decision, or the committee may itself refer the matter to the Court for settlement.

Term of Agreement.

14. This agreement shall come into force on the 18th day of April, 1933, and shall continue in force until the 18th day of April, 1934.

Signed on behalf of J. Renfrew Brown, Dunedin, this 18th day of April, 1933, by—

J. RENFREW BROWN.

In the presence of—John Gilchrist.

Signed on behalf of the Dunedin Bakers and Pastrycooks' Industrial Union of Workers, this 18th day of April, 1933—

C. M. HEWITT, President.

J. HAYMES, Secretary.

In the presence of—J. Robinson.
