

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT.

(10900.) OTAGO AND SOUTHLAND BAKERS AND PASTRYCOOKS
AND THEIR LABOURERS.—AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the Dunedin Bakers and Pastrycooks and their Labourers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Abbott, J. and W., Bakers, King Street, Dunedin
 Adams, Ernest, Ltd., Bakers, 209 George Street, Dunedin
 Aitken, T., Baker, Clyde
 Aitken, T., Baker, Portobello, Dunedin
 Alloo, Wm., Baker, 504 Castle Street, Dunedin
 Anderson, James, Baker, Milton
 Ashton, Eric, Baker, 333 King Edward Street, South Dunedin
 Ashton, E. T., A.B.C. Bakery, Law Street, South Dunedin
 Ballantyne, F., Baker, Mataura
 Bartram and Co., 59 Thames Street, Oamaru
 Bell and Chisholm, "Capital" Cake-shop, Yarrow Street,
 Invercargill
 Bell, E., and Sons, Ltd., Bakers, Tay street, Invercargill
 Bremner, John L., Baker, Naseby
 Broderick, T., Baker, Heriot
 Brown's Cafeteria, Ltd., 87 George Street, Dunedin
 Brown, J. R., Baker, Surrey Street, South Dunedin
 Brown, Mrs. P. W., Prince Albert Road, St. Kilda
 Bulger, J. W., Baker, Main Road, Green Island
 Burleigh, Mrs. J., 325 North Road, North-east Valley, Dunedin
 Burgess, C. M., Baker, Alexandra
 Campbell, C., Baker, 51 Leith Street, Dunedin
 Campbell, M., Baker, Millers' Flat
 Carline, John, Baker, Alexandra
 Capstick and Cosgrove, Bakers, Palmerston
 Champion, G., Baker, 1 Tramway Road, Invercargill
 Chave, Chas. A., Baker, 125 George Street, Dunedin
 Clarke, W. G., Baker, Winton
 Clarke and Son, Bakers, Wyndham
 Co-operative Store and Bakery Co., 109 Thames Street, Oamaru
 Congalton, A., 30 Mailer Street, Mornington
 Cosy Nook Tea-rooms, Winton
 Cleverly, F. G. R., Baker, 127 Thames Street, Oamaru
 Craig, J., Baker, Ophir
 Davison, Mrs. I. M., Home-made-cake Kitchen, Tay Street,
 Invercargill
 Denton, L. P., Baker, Bluff
 Derby, Archibald, 145 Collins Street, Invercargill
 Derby, J. R., and Co., 154 Liddell Street, Invercargill
 Dimmock, J. M., Baker, Beaumont
 Donald, H., Baker, 9 Centre Street, Invercargill
 Donaldson, A. C., Baker, 273 George Street, Dunedin

Duff, Alexander, Baker, Balclutha
 Duncan, Mrs. B., Baker, Alexandra
 Duff, Robert, Baker, Tapanui
 Dick, R., Baker, Waikiwi
 Dunford and Mullins, Misses, "Elite" Marble Bar, 34 Princes
 Street, Dunedin
 Eberhardt, F., 123 Princes Street, Dunedin
 Forrester, J., jun., Baker, Kaitangata
 Foster Bros., Bakers, Tyne and Arun Streets, Oamaru
 Fraser, J. A., and Co., Bakers, Romahapa
 Frew Bros., Bakers, Gordon Road, Mosgiel
 Fyfe Bros., Bakers, Duntroun
 Gardner, H., Baker, 299 King Street, Dunedin
 Gardner, John L., 12 Tay Street, Invercargill
 Grimmett, E. E., Baker, 115 King Edward Street, South Dunedin
 Godfrey, F. and A., Bakers, 171 Cargill Road, South Dunedin
 Gold, J., and Sons, Bakers, Balclutha
 Goodley Bros., Bakers, Waikouaiti
 Hamilton, D. R., Baker, Queenstown
 Harding, A. G., Baker, Patearoa
 Hendry, A. Y., Baker, Outram
 Hendry, W. C., Ltd., Baker, South Road, Caversham
 Hislop, C. F., Baker, Kaitangata
 Hickin, W. J., Baker, Colac Bay, Southland
 Hoffman, James, 147 Main Road, Gore
 Holland, J., Baker, Waikouaiti
 Jamieson, O. D., Baker, Winton, Southland
 Jamieson, Alex., Baker, Orepuki, Southland
 Jay's Ltd., Home-made-cake Shop, 156 George Street, Dunedin
 Johnson, L., and Sons, Bakers, Sawyers Bay, Dunedin
 Johnston, Mrs. L., Tudor Tea-rooms, Bluff
 Joiner, J., Baker, Enfield
 Jones, A., and Co., Baker, Ranfurly
 Jones, E., Baker, Naseby
 Jones, J. A., Baker, Seacliff
 Jones, Phillip, Baker, Waipahi
 Irvine, William, Baker, Edendale, Southland
 Kirby, Joseph E., Baker, Owaka
 Knowles, Miss, Home Cake Kitchen, Balclutha
 Laing, H., Baker, Otautau
 Landrebe, A. S., Baker, Lawrence
 Lange Bros., Ltd., Bakers, 172 Tay Street, Invercargill
 Laurenson, J. G., and Sons, Bakers, 111 Highgate, Dunedin
 Lousley, Mrs. G., 531 Cargill Road, South Dunedin
 McCallum, J., Baker, 64 Elgin Road, Mornington, Dunedin
 McCrorie, Mrs. 52 Prince Albert Road, St. Kilda
 McCulloch, J., Baker, Orepuki
 MacDougall, D., Baker, Riverton
 McFarlane Bros., Bakers, Gore
 McFarland, T., Pastrycook, Esk Street, Invercargill
 McGregor, Alex., Baker, Palmerston
 MacKinlay, G. A., Baker, Kaitangata
 McLean, John, Baker, Main Road, Green Island
 McLeod Bros., Bakers, Milton
 McLeod, Mrs. M. (Harrods), Pastrycook, 151 George Street,
 Dunedin
 McLeod, D. D., Baker, Tuatapere
 McLeod, G., Baker, Tuatapere
 Martin, A. B., Baker, 14 Wigan Street, Gore

- Martin, F. J. Baker, Lawrence
 Marshall, John, Baker, Lumsden
 Meffan, Mrs. Edna, 134 George Street, Dunedin
 Meldrum, Norman, 23 Usk Street, Oamaru
 Maxwell, James, 20 Dee Street, Oamaru
 Mercer, William, Baker, Roxburgh
 Millars, A. C. M., Ltd., Pastrycooks, 17 Dee Street, Invercargill
 Milnes Ltd., Baker, 34 George Street, Port Chalmers
 Minn, A. D., Baker, 7 Filleul Street, Dunedin
 Morgan, E. J., 98 King Street, North Invercargill
 Matthews, John, Baker, 241 King Edward Street, South Dunedin
 Middleditch, C. and W., Bakers, Ribble Street, Oamaru
 Peacock, F., and Son, Pastrycook, King Edward Street, South
 Dunedin
 Peacock, Miss M., 156 George Street, Dunedin
 Phillips, A. W., 26A David Street, Caversham
 Paterson, Miss, "Brown Owl" Cake-kitchen, Tay Street,
 Invercargill
 Powley, A. E., Baker, Milton
 Presland, John, 149 Thames Street, Oamaru
 Purches, A., 185 North Road, North-east Valley, Dunedin
 Rawle, A., Baker, Winton
 Reney, G., Baker, Thames Street, Oamaru
 Renton, P. M., Baker, Owaka
 Reidy, Mrs. M., Baker, Lumsden
 Rigby, J. C., Pastrycook, 11 North Road, North-east Valley,
 Dunedin
 Rialto Marble Bar (P. J. Hackitt, Manager), 136 Rattray Street,
 Dunedin
 Ritchie, Miss E., 169 Cargill Road, South Dunedin
 Ritchie, G., Baker, Gore
 Romans, G. H., Baker, Arrowtown
 Rushton, Bernard, Baker, Nightcaps
 Samson, Miss E., Bridgman Street, South Dunedin
 Schrick, Mrs. E., Baker, Patearoa
 Schroeder, C. F., Home-made-cake Kitchen, Tay Street, Invercargill
 Scott and Sons, Bakers, Cromwell
 Searle, T. S., 291 South Road, Caversham
 Sheddon, J. C., Stuart Street, Dunedin
 Simms, Alex., 190 George Street, Dunedin
 Smyth, W., and Co., Arun Street, Oamaru
 Smart, S., 10 Tees Street, Oamaru
 Stirling, John, Baker, Half-moon Bay, Stewart Island
 Stokes, P. J., 348 King Street, Dunedin
 Stott, A. H., Baker, 10 Esk Street, East Invercargill
 Stott, Miss Janie, "The Regent" Home Cake Kitchen, Gore
 Steel, Geo., Pastrycook, Gore
 Sinclair, Robert, Pastrycook, Balclutha
 Sinclair, Mrs. T., Home cake Kitchen, Balclutha
 Somerville, Mrs. I. B., Home-made-cake Kitchen, Tay Street,
 Invercargill
 Strand Ltd., 1 Princes Street, Dunedin
 Symon, R. C., 151 Dee Street, Invercargill
 Tanner, F., Baker, 746 King Street, Dunedin
 Taylor, William, Baker, Kaikorai Valley Road, Roslyn, Dunedin
 Templeton, J., Baker, Waimahaka
 Thomson, T. F., 341 George Street, Dunedin
 Toner, J. (Pie-shop), 241 Thames Street, Oamaru
 Thompson, Ed., 462 Cumberland Street, Dunedin

- Turnbull, J. S., Baker and Pastrycook, Gordon Road, Mosgiel
 Varcoe, J. S., General Merchant, Tapanui
 Walker, M., Gordon Road, Mosgiel
 Ward, W. C., Ltd., "O.K." Cake Shop, Dee Street, Invercargill
 Williams, Mrs., Rata Tea-rooms, Bluff
 Wilson, Mrs., "Kiwi" Cake-shop, Balclutha
 Weir, E. V., Baker, Bluff
 Winkel, M., Dominion Cafe, 13 George Street, Dunedin
 Wallace, J. G., Baker, Thames Street, Oamaru
 Weatherburn, W., Baker, Mataura
 Wootton's Ltd., Pastrycook, 135 Rattray Street, Dunedin
 Wootton, J. B., Pastrycook, 26a Prince Albert Road, St Kilda
 Willett, Miss, Pastrycook, Thames Street, Oamaru
 Wright, William, and Co., Ltd., Bakers, 464 King Street, Dunedin
 Souter, A. and F., Baker and Pastrycook, Gordon Road, Mosgiel
 O'Gorman, Patrick, 204 Princes Street, Dunedin, and Ravensbourne
 Shirley, Frank, 168 Princes Street, Dunedin
 Ramsay (Misses Edith and Mary) and Horwood (Mrs. F. B.),
 58 Princes Street, Dunedin
 Johnson, Mrs. S., 77 Princes Street, Dunedin
 Bloy, Mrs. F. J., 33 Princes Street, Dunedin
 Macadams (A. F. Armstrong, Proprietor), 5 George Street,
 Dunedin
 Alexander (Miss V. A.) and Dickson (Miss J. D.), 93 Princes
 Street, Dunedin
 Ritz Ltd., 93 Princes Street, Dunedin
 Dickson, J. M., Sponge Kitchen, 43 George Street, Dunedin
 Rewcastle, David, "Excella" Cake-shop, 55 George Street, Dunedin
 Sandom, Henry Albert, 213 George Street, Dunedin
 Sime, Alex. George, 253 George Street, Dunedin
 Kenward, C. M., and Gray (Miss), St. Andrew Street, Dunedin
 Simmonds, Miss M. I., Home-made Cakes, 225 King Edward Street,
 South Dunedin
 McIntyre, Mrs. A., Home-made Cakes, 106 King Edward Street,
 South Dunedin
 Strang, Mrs. Eliz., Home-made Cakes, 134 High Street, Dunedin
 Sheddan, Mrs. Mary, Home-made Cakes, 127 High Street, Dunedin
 McCrorie, Mrs. Anastasia, Pastrycook, 14 Prince Albert Road,
 St. Kilda
 Ormrod, Mrs. E. F., Home-made-cake Shop, 20B Prince Albert
 Road, St. Kilda
 Boyd, John, 40 Prince Albert Road, St. Kilda
 Johnston, Mrs. B., Cafe Vedic, 55 Princes Street, Dunedin
 McKenzie, Mrs. Evelyn, "O.K." Cafe, 121 George Street, Dunedin
 Jack, A. J., 52 Prince Albert Road, St. Kilda
 Miller, J. H., Cake-shop, 147 Rattray Street, Dunedin
 Barnes, Mrs. C., Cake-shop, 180 Cargill Road, South Dunedin

and

Dunedin Master Bakers' Industrial Union of Employers,
 Otago Employer's Association, 20 Crawford Street, Dunedin.

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, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, 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 a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 30th day of September, 1935, and shall continue in force until the 31st day of March, 1937, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 24th day of September, 1935.

[L.S.]

E. PAGE, Judge.

SCHEDULE.

Hours of Work.

1. (a) The hours of work for bakers and pastrycooks and their labourers shall be forty-six per week without payment of overtime.

(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-six hours in that week.

(c) When a holiday occurs in any week that day shall, for the purpose of computing the weekly hours, be reckoned as seven hours forty minutes worked.

(d) The hours of starting work for bakehouse workers shall be as required by the employer, but, except as herein provided, shall not be earlier than 4 a.m. On Saturdays or on such other day as required by the employer (who shall give notice of such day to the Inspector of Awards), and on the day immediately preceding a public holiday the starting-time may be not earlier than 3 a.m. On the day immediately preceding a two-day holiday the starting-time may be not earlier than 2 a.m., and on the day immediately preceding a three-day holiday the starting-time may be not earlier than 1 a.m.: Provided that Sunday shall for the purpose of this subclause be regarded as a holiday, and provided also that if an adult worker is required to start earlier than the hours herein prescribed he shall be paid 6d. per hour extra for each hour or portion of an hour worked between the hour of 10 p.m. and the usual hour of starting, and a junior worker shall be paid an extra 4d. per hour for every hour or part of an hour worked before the prescribed hour of starting.

(e) Any journeyman or his assistant employed exclusively to make dough by machinery or hand, or to cut over or knock down dough, shall, if required by his employer, start earlier than the hours hereinbefore prescribed without extra payment, except that any journeyman so required to start work earlier than the prescribed hour shall be paid 9s. per week in addition to the minimum wage fixed by this award, and his assistant if so required to start work earlier than the prescribed hour shall be paid 5s. per week in addition to the minimum wage fixed by this award.

Wages.

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

| | | Per Week. | | |
|---------------------------------|----|-----------|----|----|
| | .. | £ | s. | d. |
| Foreman, baker or pastrycook | .. | 4 | 17 | 6 |
| Journeyman, baker or pastrycook | .. | 4 | 7 | 6 |
| Bakehouse labourer | .. | 3 | 12 | 6 |

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

(c) An employer may class himself as a foreman if (i) he is a competent bread-baker, and (ii) is actually present and in charge of all operations of his bakehouse for not less than two-thirds of the ordinary working-hours. He shall 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 award is a weekly wage, and no deduction shall be made therefrom except for time lost through the worker's own default, sickness, accident, or other cause outside the control of his employer.

Jobbers.

3. (a) The minimum wage payable to jobbers shall be as follows:—

Journeyman Jobber: 16s. per day of eight hours, or 2s. per hour with a minimum of 8s. for any day.

Labourer Jobber: 13s. 6d. per day of eight hours, or 1s. 9d. per hour, with a minimum of 7s. for any day.

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

Overtime.

4. Subject to the provisions of clause 1 (b), if more than forty-six hours are worked in any one week the time worked in excess of eight hours in any one day shall be paid for at the rate of time and a quarter for the first three hours and time and a half thereafter, provided that if juniors are required to work overtime they shall be paid a minimum overtime rate of 1s. per hour.

Junior Labourers.

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

| | Per Week. |
|--|-----------|
| | £ s. d. |
| Sixteen and under seventeen years of age .. | 1 0 0 |
| Seventeen and under eighteen years of age .. | 1 5 0 |
| Eighteen and under nineteen years of age .. | 1 10 0 |
| Nineteen and under twenty years of age .. | 1 15 0 |
| Twenty and under twenty-one years of age .. | 2 5 0 |
| Thereafter, labourers' rates. | |

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

(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 other 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.

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

(g) It shall be optional for employers to grant 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.

Drivers.

7. A driver shall not be employed in the actual manufacture of goods, but a bakery employee may deliver goods.

Board and Lodging.

8. 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.

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 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 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, and recorded in Book of Awards, Vol. XXV, p. 1306, 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 or journeymen 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 | 0 | 0 |
| Fourth six months | .. | .. | 1 | 5 | 0 |
| Fifth six months | .. | .. | 1 | 10 | 0 |
| Sixth six months | .. | .. | 1 | 15 | 0 |
| Seventh six months | .. | .. | 2 | 0 | 0 |
| Eight six months | .. | .. | 2 | 5 | 0 |

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 to 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 piping and icing), and packing small-goods, and generally to do all kinds of unskilled work, at the following rates of wages:—

| | | | Per Week. | | |
|---------------------------------------|----|----|-----------|----|----|
| | | | £ | s. | d. |
| First twelve months | .. | .. | 0 | 17 | 6 |
| Second twelve months | .. | .. | 1 | 2 | 6 |
| Third twelve months | .. | .. | 1 | 7 | 6 |
| Fourth twelve months and thereafter.. | | | 1 | 12 | 6 |

(e) The term of service shall be regarded as continuous on any subsequent engagement, and a certificate of service shall be furnished by the previous employer.

(f) 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 three-quarters of the rate of wages prescribed for journeymen 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 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 shall forfeit one week's wages on full pay.

Automatic Bakeries.

12. The following special provisions shall apply to automatic bakeries.

(i) "Automatic bakery" for the purpose of this portion of the award shall be deemed to mean an establishment in which at least three-fourths of the work is done by machinery.

(ii) (a) "Baker": The work of a baker shall include the preparation of sponge and dough for bread-making machinery, attendance to the machines while in motion, and the cleaning and lubricating of such machinery. Should the ordinary work in connection with the business be insufficient to keep a worker fully employed, the employer may at his discretion employ such worker at other suitable work in the establishment.

(b) "Bakers' labourers": The work of labourers shall include assisting bakers in charge of bread-making machinery, assisting in loading and unloading ovens, trucking and packing away bread, cleaning bread-tins, keeping factory and loading department clean, assisting in cleaning and lubricating the machinery, and generally doing all kinds of unskilled work in or about the factory.

(iii) "Labourers": Subclause (b) of clause 2 of this award shall not apply to labourers employed in automatic bakeries.

(iv) General conditions: Save as modified by these special conditions, the provisions of this award shall apply to automatic bakeries and workers therein.

Change-room.

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

Copy of Award.

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

Time and Wages Book.

15. Every employer bound by this award 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.

Preference.

16. (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 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 award engaged since the 18th day of April, 1927, but before the coming into force of this award, who is not a member of the union during the currency of this award.

(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 award of good character and sober habits to become a member of the union upon payment of an entrance fee not exceeding 5s., upon 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 was sent to him by post at his last address as notified by him to the union, or for being more than three months in arrear, without reasonable excuse, in his contributions to the union, or for misconduct at a meeting of 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 day in each week at a suitable time to be arranged between the employer and the secretary of the union.

Under-rate Workers.

17. (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 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.

Special Provision as to Country Bakehouses.

18. The following special provision shall apply to country bakehouses in which no journeyman is employed full time and the turnover does not exceed 600 loaves per week:—

The wage shall be calculated on the rate prescribed in clause 2 (a) proportionately to the time actually worked, with a

minimum of £4 per week. Any payment required to be made in accordance with the provisions of clause 1 (d) shall be in addition to the said minimum of £4.

Disputes Committee.

19. The essence of this award 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 award, 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.

Scope of Award.

20. This award shall operate throughout the Otago and Southland Industrial District.

Term of Award.

21. This award shall come into force on the 30th day of September, 1935, and shall continue in force until the 31st day of March, 1937.

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 24th day of September, 1935.

[L.S.]

E. PAGE, Judge.

MEMORANDUM.

The only matters referred to the Court were the clauses relating to the Disputes Committee and the date of the coming into force of the award. In other respects the award embodies the recommendations of the Conciliation Council, which the parties agreed to accept.

E. PAGE, Judge.