

## NORTHERN (AUCKLAND) INDUSTRIAL DISTRICT.

## (10732.) AUCKLAND (TWENTY-ONE MILES RADIUS) BAKERS AND PASTRYCOOKS AND THEIR LABOURERS.—AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the Auckland Operative Bakers and Pastrycooks and Related Trades Employees' Industrial Union of Workers (hereinafter called "the union") and the under-mentioned persons, firms, and companies (hereinafter called "the employers") :—

- Adams Bruce, Ltd., Collingwood Street, Ponsonby, Auckland C. 2.  
 Aitkenhead, Miss, 47 Park Road, Auckland C. 3  
 Anderson, D., 36 Point Chevalier Road, Auckland W. 3.  
 Andrews, W., 49 Napier Street, Auckland C. 1.  
 Ashby, H. J., 758 Dominion Road, Auckland S. 2.  
 Avondale Bakeries, Ltd., Avondale.  
 Auckland Master Bakers' Association, Auckland.  
 Bathurst, P., 64 Richmond Avenue, Grey Lynn, Auckland W. 2.  
 Bell, Miss, 132 Queen Street, Auckland C. 1.  
 Besant, L., 243 Great South Road, Auckland S.E. 4.  
 Bruce, T., Mangere Road, Otahuhu, S.E. 7.  
 Brunton Bros., Northcote, N. 4.  
 Buchanan, C., Victoria Road, Devonport, N. 1.  
 Buchanan, J., 259 Ponsonby Road, Auckland W. 1.  
 Buchanan, Walter, Ltd., Eden Terrace, Auckland C. 3.  
 Burton, H. P., Princes Street, Onehunga, Auckland S.E. 5.  
 Burton, John, Ltd., Grafton Road, Auckland C. 3.  
 Bussey, H., Henderson.  
 Cassidy, F., 98 Newton Road, Auckland C. 2.  
 Chambers, C. E., 19 Queen Street, Auckland C. 1.  
 Collard, R. F., New Lynn.  
 Connon, J. A., 296 New North Road, Auckland S.W. 1.  
 Cooke, W. R., and Son, Ltd., 58-60 Queen Street, Auckland C. 1.  
 Cornes, A. D., 427 Mount Eden Road, Auckland S. 1.  
 Cowan, Claude, Ltd., 133 Mount Eden Road, Auckland C. 3.  
 Craig, Mrs., 207 Sandringham Road, Auckland S. 2.  
 Crown Bakeries, 181 Sandringham Road, Auckland S. 2.  
 Davis, C., 27 New North Road, Auckland C. 3.  
 Dalgarno, J. W., Meadowbank.  
 Dorothy Cakes (Miss Carr), Swanson Street, Auckland C. 1.  
 Farmer, H. W., 738 New North Road, Mount Albert, Auckland.  
 Farmers' Trading Co., Ltd., Hobson Street, Auckland C. 1.  
 Farmers' Trading Co., Ltd., Papakura.  
 Farrar, A., 232 Jervois Road, Ponsonby, Auckland W. 1.  
 Findlay, G., Burke Street, Newmarket, Auckland S.E. 1.  
 Finlay, A., 151 Great North Road, Grey Lynn, Auckland W. 2.  
 Forster, T. W. (A.B.C.), 132 Balmoral Road, Mount Eden, Auckland S. 2.  
 Forsyth, J., 179 Broadway, Newmarket, Auckland.  
 Gardiner, J. R., Milford, N. 2.  
 Gardiner, Mrs. C., Otahuhu, S.E. 7.  
 Glass, A. R., 2 Rose Road, Ponsonby, Auckland W. 2.

- Gordon, C., 15 Mount Eden Road, Auckland C. 3.  
 Gordon, J., 308 Dominion Road, Mount Eden, Auckland S. 2.  
 Graff, L., New Lynn.  
 Griffiths, S., Royal Oak, Auckland.  
 Hall, R., Brown's Bay.  
 Haynes Catering Co., Ltd., 112 Hobson Street, Auckland C. 1.  
 Henshaw, A. S., 211 Great North Road, Grey Lynn, Auckland W. 2.  
 Homestead Bakeshop, Ltd., 173 Symonds Street, Auckland C. 3.  
 Hyland, Mrs., Milford.  
 Kent's Bakeries, Ltd., Newmarket, Auckland S.E. 1.  
 Knox, W., Swanson.  
 Lane's Bakeries, Ltd., Takapuna, N. 2.  
 Leach, E., Manurewa.  
 Leach, W. A., Sunnyvale Road, Remuera, Auckland S.E. 4.  
 Lealand, A. W., 324 Great North Road, Surrey Crescent, Auckland.  
 Lennan, R. J., Mount Albert Road, Mount Roskill, Auckland.  
 Loeber, C. D., Arcadia Road, Epsom, Auckland S.E. 3.  
 McGregor, J., Devonport, N. 1.  
 McQuarrie, Misses, 102 Great South Road, Auckland S.E. 2.  
 Mackie, W. A., 511 Manukau Road, Epsom, Auckland S.E. 3.  
 Majestic Lounge (F. T. Styles), Majestic Theatre, Queen Street, Auckland C. 1.  
 Manly, W. S., 881 Mount Eden Road, Auckland.  
 Marshall, D. W., 228 Queen Street, Onehunga, S.E. 5.  
 Mathieson, G. K., Ltd., 13 Ewington Avenue, Mount Eden, Auckland S. 2.  
 Nairn, T. M. A., 258 Ponsonby Road, Auckland W. 1.  
 Nairn's Bakeries, Ltd., 86 Ponsonby Road, Auckland C. 2.  
 Nieper and Son, St. Paul Street, Auckland C. 1.  
 Noble, J. W., Victoria Road, Devonport, Auckland.  
 North, J. A., Otahuhu, S.E. 7.  
 Oatridge, E. N., Manurewa.  
 Pacy, S. V., 235 Karangahape Road, Auckland C. 2.  
 Papakura Bakery, Papakura.  
 Parkes, J., Hohipere Lane, Auckland C. 3.  
 Pearce, R., 182 Hobson Street, Auckland C. 1.  
 Peddie Bros., Queen Street, Onehunga, S.E. 5.  
 Phillips, J. R., 22 College Hill, Ponsonby, Auckland W. 1.  
 Popular Pie Co. (J. Nieper), 47 Wakefield Street, Auckland C. 1.  
 Preston, F., 114 Dominion Road, Mount Eden, Auckland S.W. 1.  
 Quayle, Miss, Wattle Tea Rooms, 175 Queen Street, Auckland C. 1.  
 Quick, T., Garnett Road, Grey Lynn, Auckland W. 2.  
 Rattray, Miss J., 436 Mount Eden Road, Auckland S. 1.  
 Redward and Ruston, 76 Parnell Road, Auckland C. 4.  
 Rehm, C., 600 New North Road, Mount Albert, Auckland.  
 Rimmer's (L. G.) "Coffee House," Customs Street East, Auckland C. 1.  
 "Rosamond" (Mrs. G. Rumble), 30 Karangahape Road, Auckland C. 2.  
 Ross, T., Ellerslie.  
 Rowan, W., 55 Cromwell Road, Mount Eden, Auckland S.W. 1.  
 Sansom, C., Gladstone Road, Northcote, N. 4.  
 Shoebridge, J. H., St. Heliers Bay.  
 Smith, R., Albany.  
 Stephens, A. T., 246 Hobson Street, Auckland C. 1.  
 Stormont's Ltd., New North Road, Kingsland, Auckland S.W. 1.  
 Taylor, T., 444 Queen Street, Auckland C. 1.  
 Tucker, H., Patey Street, Remuera, Auckland S.E. 2.

Wainwright, A. W., Connaught Tea Rooms, Queen Street, Auckland C. 1.

Walker Bros., Papatoetoe.

Webster, W. H., 75 Karangahape Road, Auckland C. 2.

Werner, A., Glen Eden.

West, J. M., 208 Karangahape Road, Auckland C. 2.

Wilkins, F., Howick.

Williams, F., Hobsonville.

Wilson, J., 61 Khyber Pass Road, Auckland C. 3.

Wrightson, A., Birkenhead, N. 5.

Young, J. F., Takapuna, N. 2.

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 as hereinafter provided, and shall continue in force until the 18th day of March, 1935, 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 12th day of February, 1935.

[L.S.]

F. V. FRAZER, Judge.

## SCHEDULE.

## PART I.—MALE WORKERS ONLY.

*Hours of Work.*

1. (a) The ordinary hours of work for bakehouse workers shall not exceed forty-six hours 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 on 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 purpose of computing the weekly hours, be reckoned as 7 hours 40 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 and on other days immediately preceding a 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.

Sunday shall, for the purpose of this subclause, be regarded as a holiday.

If an adult worker is required to start earlier than the hours herein prescribed, he shall be paid an extra 6d. per hour for every hour or part of an hour worked before the prescribed starting-time.

If a junior labourer is required to start earlier than the hours herein prescribed, he shall be paid an extra 4d. per hour for every hour or part of an hour worked before the prescribed starting-time.

*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	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 assisting in working machines.

(c) An employer may class himself as foreman if (1) he is a competent bread-baker, and (2) 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) A worker engaged for relieving-work necessitating his living away from his home shall be paid his fare both ways by his employer.

(e) Any journeyman employed exclusively to make dough by machinery or hand, or to cut over or knock down dough, may start earlier than the hours prescribed, and shall not be subject to clause 1 (d) hereof, if he is paid not less than £4 17s. 6d. per week.

#### *Jobbers.*

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

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

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

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

(c) A jobber shall be paid by his employer the necessary expenses incurred in going to 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; and thereafter double time.

(b) Any time worked in excess of forty-six hours in any week and not paid for under subclause (a) of this clause shall be paid for at the rate of time and a quarter.

#### *Junior Labourers.*

5. (a) Subject to the provisions and restrictions contained in subclause (b) of clause 2, junior labourers may be employed at not less than the following rates:—

	Per Week.		
	£	s.	d.
Under nineteen years of age .. .. .	1	17	6
Nineteen to twenty years of age .. .. .	2	5	0
Twenty to twenty-one years of age .. .. .	2	15	0
Thereafter, adult labourers' 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.

#### *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.

#### *Meal-hours.*

7. (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 work longer than four hours and a half before breakfast.

#### PART II.—FEMALE WORKERS ONLY.

8. Females may be employed in accordance with the provisions of the Factories Act, but subject to the following special conditions:—

(a) *Apprentices.*—(i) Any employer taking an apprentice to learn the trade shall be deemed to undertake the duty which he agrees to perform as a duty enforceable under this award, and shall pay such apprentice not less than the under-mentioned rates of wages:—

	Per Week.	
	s.	d.
For the first six months .. ..	15	0
For the second six months .. ..	17	6
For the third six months .. ..	20	0
For the fourth six months .. ..	25	0
For the fifth six months .. ..	30	0
For the sixth six months .. ..	35	0
For the seventh six months .. ..	40	0
For the eighth six months .. ..	45	0

(ii) The proportion of apprentices to journeywomen shall not exceed one apprentice to every one journeywoman. For the purpose of determining the proportion of apprentices to journeywomen when taking on a new apprentice the calculation shall be based on two-thirds full-time employment of the

journeywomen employed for the six previous calendar months. The employer, if substantially employed at the trade, shall count as a journeywoman for the purposes of this clause.

(iii) The period of apprenticeship shall be four years, but three months probation shall be allowed the first employer of any apprentice to determine her fitness, such three months to be included in her apprenticeship if the same be continued. The obligation of the apprentice to serve her employer shall be deemed to be a duty enforceable under this award.

(iv) At the end of the period of apprenticeship the employer shall give the apprentice a certificate to show that she has served her apprenticeship. Should the employer at any time before the termination of the apprenticeship wish for any reason to dispense with the services of the apprentice he shall give her a certificate for the time served and procure her another employer carrying on business within a reasonable distance of the original employer's place of business, who will continue to teach the apprentice, to pay her the wages prescribed according to the total length of time she has served, and generally to perform the obligations of the original employer: Provided that it shall not be necessary for an employer to find the apprentice another employer if she shall so misconduct herself as to entitle the employer to discharge her, but he shall give her a certificate covering the time actually served.

(v) An employer shall not be deemed to discharge his duty towards his apprentice if he fails to keep her at work owing to slackness of work, but such slackness shall form a proper ground for transferring her to a master willing to undertake the duty of teaching her.

(vi) Every employer shall within seven days after engaging a person as an apprentice give notice of such engagement to the Inspector of Factories, and an employer transferring an apprentice to another employer shall similarly within one week thereof give notice to such Inspector of such transfer.

(vii) When an apprentice is discharged for cause the employer shall send notice of the discharge and of the cause thereof to the Inspector of Factories.

(viii) All time lost by an apprentice through her own default or through sickness or accident in any year of her apprenticeship shall be made up before such apprentice shall be considered to have entered upon the next succeeding year of her apprenticeship, but an apprentice working overtime shall have such time added to her ordinary time in calculating the respective years of her apprenticeship.

(ix) An employer shall not be bound to pay an apprentice for time lost through sickness or accident or through the default of the apprentice, or by her voluntary absence from work with the consent of the employer.

(b) *Journeywomen*.—Where females are employed as journeywomen they shall be paid not less than £2 18s. 4d. per week. Females other than journeywomen and apprentices shall not be employed to manufacture any goods in the bakehouse or do any hot-plate work.

(c) Females may be employed in breaking eggs, cleaning fruit, papering tins and cake hoops, cleaning and greasing tins and utensils, finishing and packing small goods, and generally to do all kinds of unskilled work at—

				Per Week.	
				s.	d.
First year	..	..	..	17	6
Second year	..	..	..	22	6
Third year	..	..	..	27	6
Thereafter	..	..	..	32	6

PART III.—GENERAL CONDITIONS APPLYING TO BOTH MALE AND FEMALE WORKERS.

*Holidays.*

9. (a) The following shall be deemed to be holidays: New Year's Day, 2nd January, Anniversary Day, Good Friday, Easter Monday, Labour Day, Sovereign's Birthday, Christmas Day, and Boxing Day.

(b) Employers may substitute another day for Anniversary Day.

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

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

(e) Workers shall not be required to bake bread of any kind for sale, whether in the form of loaves, rolls, or any other form, between the hours of 6 p.m. on the day immediately preceding any holiday provided for in this section and the hour of 6 o'clock 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 not itself a holiday: Provided also that, with the exception of workers to whom subsection (e) of clause 2 applies, the extra payments mentioned

in the last two paragraphs of subclause (d) of clause 1 shall be paid for time worked before midnight on the evening of any of the above-mentioned holidays in connection with the making of bread for the following day.

(f) 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.

(g) Except as provided in subclauses (e) and (f), work done on Sundays, Good Friday, and Christmas Day shall be paid for at double time rates, and on any other holiday shall be paid for at the rate of time and a half.

(h) An annual holiday of six working days on full wages shall be granted to each worker on completion of each year of service.

(i) Such annual 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.

A proportionate holiday allowance shall be paid to an employee if his engagement is terminated after six months' service.

#### *Terms of Employment.*

10. (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) *Deductions from Wages.*—The employer shall be entitled to make a rateable deduction from the weekly wages specified in this award for any time lost through the worker's sickness, default, or accident.

#### *Changing-room.*

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

#### *Time and Wages Record.*

12. 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 time of all workers.

*Copy of Award.*

13. 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.

*Preference.*

14. (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.

(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 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.*

15. (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.

#### *Scope of Award.*

16. This award shall operate throughout that part of the Northern Industrial District lying within a radius of twenty-one miles of the Chief Post-office in the City of Auckland.

#### *Term of Award.*

17. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of December, 1934, and so far as all the other conditions of this award are concerned it shall come into force on the 18th day of February, 1935; and this award shall continue in force until the 18th day of March, 1935.

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 12th day of February, 1935.

[L.S.]

F. V. FRAZER, Judge.

## MEMORANDUM.

This award embodies the recommendation of the Conciliation Council, which the parties agreed to accept. Two matters were left for the decision of the Court: (1) An addition to the hours clause; and (2) a clause setting out the conditions on which an employer might be classed as a foreman. As to (1), the recommendation of the Conciliation Council was complete on this point, and as the additional words suggested by the union were objected to by the employers and might possibly affect the interpretation of the clause as agreed upon, the Court decided to leave the clause unaltered, and to intimate that it was open to the parties to apply to the Court for interpretation. Regarding (2), the union asked for the insertion of a clause which had been agreed upon in other awards in the trade, but which, on the interpretation placed on it by the union would make it impossible for an employer to take advantage of it unless he worked the full day in the bakehouse. A majority of the Court considered this unreasonable, for it would prevent a small employer who was his own foreman from leaving the bakehouse for a few hours to attend to other business matters. The alternative clause submitted by the employers was not satisfactory to the union, and was open to the objection that it was too loose and indefinite. A majority of the Court drafted a clause which, it is thought fairly meets the position. Mr. Monteith is not in agreement with the majority of the Court on this matter, and his dissenting opinion is subjoined.

F. V. FRAZER, Judge.

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DISSENTING OPINION OF MR. MONTEITH.

The question boiled down is, shall a worker who has to act as foreman be paid 10s. per week extra. The clause inserted in my opinion is impossible of enforcement, as no time is kept in regard to the employer's hours, and if complaint is made no check is available. This was the reason that some years ago it was agreed that the employer be classed as a journeyman, and only if he did the actual full-time work of the foremen or first hand could he be so classed. There is no difference between baking in Canterbury, Wellington, or Gisborne, and these districts have the only awards in New Zealand. The awards have been made since the Amendment Act of 1932, and by agreement of the employers and unions they have agreed to the clause as asked for by the union. No grounds special to Auckland were put forward, and to suggest that these people who have had this clause in operation for years did not know what it means is, in my opinion, unfounded.

(10761.) AUCKLAND (TWENTY-ONE MILES RADIUS) BAKERS AND  
PASTRYCOOKS AND THEIR LABOURERS.—ADDING PARTIES TO  
AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of the Auckland (Twenty-one Miles Radius) Bakers and Pastrycooks' and their Labourers' award, dated the 12th day of February, 1935.

Thursday, the 7th day of March, 1935.

UPON reading the application of the union party to the Auckland (Twenty-one Miles Radius) Bakers and Pastrycooks' and their Labourers' award, dated the 12th day of February, 1935, which application was filed herein on the 18th day of February, 1935; and upon hearing the duly appointed representative of the said union and such of the persons, firms, and companies hereinafter named as appeared either in person or by their representative duly appointed, this Court doth order that the following be and they are hereby added as parties to the said award as from the day of the date hereof:—

Avery, F., Manurewa.

Barratt, H., Surfdale.

Boston Bakery, Ltd., 495 Karangahape Road, Auckland.

Chubb and McCartney, Milford.

Craig, S., 33 King Edward Parade, Devonport.

[L.S.]

F. V. FRAZER, Judge.

NORTHERN (AUCKLAND) INDUSTRIAL DISTRICT.

(10882.) AUCKLAND (TWENTY-ONE MILES RADIUS) BAKERS AND PASTRYCOOKS AND THEIR LABOURERS.—ADDING PARTIES TO AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of the Auckland (Twenty-one Miles Radius) Bakers and Pastrycooks' and their Labourers' award, dated the 12th day of February, 1935, and recorded in Book of Awards, Vol. XXXV, p. 25.

Tuesday, the 16th day of July, 1935.

UPON reading the application of the union party to the Auckland (Twenty-one Miles Radius) Bakers and Pastrycooks' and their Labourers' award, dated the 12th day of February, 1935, and recorded in Book of Awards, Vol. XXXV, p. 25, which application was filed herein on the 26th day of June, 1935; and upon hearing the duly appointed representative of the said union and such of the persons, firms, and companies hereinafter named as appeared either in person or by their representative duly appointed, this Court doth order that the following be and they are hereby added as parties to the said award as from the day of the date hereof:—

Forsyth Bros., Bakers and Pastrycooks, 293 Sandringham,  
Mount Albert, Auckland, S. 2.

Newdick Bros., Ltd., Cake-makers, Chapman Street,  
Newton, Auckland, W. 2.

Timms, E. G., Pastrycook, 41 New North Road, Eden  
Terrace, Auckland, C. 3.

[L.S.]

E. PAGE, Judge.

(10933.) AUCKLAND (TWENTY-ONE MILES RADIUS) BAKERS AND PASTRYCOOKS AND THEIR LABOURERS.—AMENDMENT OF AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of the Auckland (Twenty-one Miles Radius) Bakers and Pastrycooks' and their Labourers' award, dated the 12th day of February, 1935, and recorded in Book of Awards, Vol. XXXV, p. 25.

Wednesday, the 6th day of November, 1935.

UPON reading the application of the Auckland Master Bakers' Industrial Union of Employers for amendment of the Auckland (Twenty-one Miles Radius) Bakers and Pastrycooks' and their Labourers' award, dated the 12th day of February, 1935, and recorded in Book of Awards, Vol. XXXV, p. 25, which application was filed herein on the 31st day of October, 1935, and upon hearing the duly appointed representatives of the said applicant and the Union of Workers party to the said award, this Court, in pursuance and exercise of the power conferred upon it by section 92 (1) (a) of the Industrial Conciliation and Arbitration Act, 1925, and for the purpose of remedying a defect in the said award, doth hereby order as follows:—

1. That the said award shall be amended by inserting the following clause after clause 14 thereof:—

*“ Disputes Committee.*

“ 14A. 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 union and two representatives of the employers for their decision. The decision of the majority of the committee shall be binding, and if no decision is arrived at, 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 Disputes Committee to arrive at a decision, or the Disputes Committee may itself refer the matter to the Court of Arbitration for decision.”

2. That this order shall operate and take effect as from the day of the date hereof.

[L.S.]

E. PAGE, Judge.