

NEW ZEALAND (EXCEPT NORTHERN (OTHER THAN GISBORNE JUDICIAL DISTRICT) AND TARANAKI INDUSTRIAL DISTRICTS) CAKE SHOP ASSISTANTS—AWARD

[Filed in the Office of the Clerk of Awards, Dunedin]

In the Court of Arbitration of New Zealand, Northern, Wellington, Marlborough, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the New Zealand Federated Shop Assistants Industrial Association of Workers (hereinafter called “the union”) and the undermentioned persons, firms and companies (hereinafter called “the employers”):

GISBORNE JUDICIAL DISTRICT

A. I. Bakeries, Peel Street, Gisborne.

Antons Cake Shop, 219 Gladstone Road, Gisborne.

Finday, Walter Ltd., 70 Gladstone Road, Gisborne.

Kiwi Home Cookery, Derby Street, Gisborne.

WELLINGTON INDUSTRIAL DISTRICT

"Cosy", 101A Manners Street, Wellington.
 "Dorothy", 166 Cuba Street, Wellington.
 K.K.K. Ltd., 42 Willis Street, Wellington.
 Maadi, 119 Manners Street, Wellington.
 Sponge Kitchen Delicious Ltd., 67A Manners Street, Wellington.
 Belvedale Cake Shop, Levin.
 "Brown Owl" Cake Shop, 59 Emerson Street, Napier.
 Browns Cake Shop, Greytown.
 Cake Kitchen, Russell Street, Hastings.
 Cake Kitchen, 104 Victoria Avenue, Wanganui.
 Cakeland (Weightmans) Ltd., 9 Coleman Place, Palmerston North.
 Chappells Home Cookery, Wanganui.
 Civic Cake Shop, 1 Wellington Road, Marton.
 Feilding Bakeries Ltd., 53 Manchester Street, Fielding.
 Breadcraft Bakery, Masterton.
 Savoy Cake Shop Ltd., Regent Arcade, Palmerston North.
 Selphast Bakery Ltd., Heretaunga Street, Hastings.
 Rose Cake Kitchen, Mareanui.

MARLBOROUGH INDUSTRIAL DISTRICT

Fishers Bakery Ltd., Wynen Street, Blenheim.
 Hoeks Cake Kitchen, Market Place, Blenheim.
 Hostess Home Cookery, The Strand, Blenheim.
 Kia Ora Cake Shop, Scott Street, Blenheim.
 Larsens Ltd., 50 Market Street, Blenheim.
 White Heather Home Bakery, 18 Wellington Street, Picton.

NELSON INDUSTRIAL DISTRICT

Golden Crust Bakery, 141 Queen Street, Richmond.
 Hart, H. High Street, Motueka.
 Haycocks Bakery, Stoke.
 Hollymans Bakery, 41 Bridge Street, Nelson.
 Joyanne Kitchen Ltd., High Street, Motueka.
 Marshalls Bakery Ltd., 42 Main Road, Tahunanui.
 Nelson Ideal Bakeries Ltd., 153 Hardy Street, Nelson.
 Patisserie, John, Upper Hardy Street, Nelson.
 Vienna Cake Shop, 144 Bridge Street, Nelson.

WESTLAND INDUSTRIAL DISTRICT

Adams, Ernest Ltd., Tainui Street, Greymouth.
 Blanchfield, P., Guinness Street, Greymouth.
 Harkers Cake Shop (G. L. Schaef), Mackay Street, Greymouth.
 Hurren Bakery, 74 Hampden Street, Hokitika.
 Kelchers Bakery, Buller Road, Reefton.
 Owen Cake Shop, Tainui Street, Greymouth.
 Preston, H. B., Revell Street, Hokitika.
 Ryans City Bakery, Palmerston Street, Westport.
 Shannon and Glen Ltd., Guinness Street, Greymouth.
 Stephens, W., 276 Palmerston Street, Westport.

CANTERBURY INDUSTRIAL DISTRICT

Adams, Ernest Ltd., 462 Tuam Street, Christchurch.
 Cain Caterers, 209B Papanui Road, Christchurch.
 City Bakeries, 291A Selwyn Street, Christchurch.
 Cotterells Bakery, 275 Lincoln Road, Christchurch.
 Home Bakery, Ltd., 753 Colombo Street, Christchurch.
 Honeydew Cake Kitchen, 251A Riccarton Road, Christchurch.
 Primrose Cake Shop, 225A Manchester Street, Christchurch.
 Singing Kettle Food Shop, 150 Gloucester Street, Christchurch.
 State Quick Lunch, 730 Colombo Street, Christchurch.
 Tosswill, Ethne, Cake Shop, 123A Cashel Street, Christchurch.

Vienes Kitchen, Ltd., 277 High Street, Christchurch.
 Chapmans Cake Kitchen, 118 Burnett Street, Ashburton.
 Esplin, D. E. Ltd., 157 Cameron Street, Ashburton.
 Triangle Bakery, 100 Victoria Street, Ashburton.
 Continental Bakery, 132A High Street, Rangiora.
 Kiwi Home Bakery, 56 High Street, Rangiora.
 Pattersons Tearooms, 122 King Street, Temuka.
 Gwens Cake Kitchen, Canon Street, Timaru.
 Hawkey, W. G., and Son, 47 King Street, Timaru.
 Herrons, Ltd., 43 Church Street, Timaru.
 Jenkins (Timaru) Ltd., 204 Stafford Street, Timaru.
 Mays Milk Bar and Cake Shop, 162 Stafford Street, Timaru.
 Nortons Bakeries, Oxford Street, Lyttelton.
 Savoy Tearooms Ltd., Queen Street, Waimate.

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT

Adams, Ernest Ltd., 714 Great King Street, Dunedin.
 Black Cat Cake Kitchen, 13 Mailer Street, Dunedin.
 Bell, E., and Son Ltd., 40 Tay Street, Invercargill.
 Brownes, Ltd., 59 Thames Street, Oamaru.
 Clarkes Cake Shop Ltd., 110 Princes Street, Dunedin.
 Collins Cake Shop, 6 George Street, Dunedin.
 Fords Cake Kitchen, 82 Union Street, Milton.
 Frew Bros. Ltd. 119 Gordon Road, Mosgiel.
 Graves, R., 72 Prince Albert Road, Dunedin.
 Gold, J., and Sons Ltd., 82 Clyde Street, Balclutha.
 Godfreys Cake Shop, 171 Hillside Road, Dunedin.
 Jays, Ltd., 228 George Street, Dunedin.
 Millar, A. C. Ltd., 95 Tay Street, Invercargill.
 Palmers Bakery Ltd., 111 George Street, Dunedin.
 Robins, R., Rees Street, Queenstown.
 Ritz (The), 70 Main Street, Gore.
 Sponge Kitchen, Don Street, Invercargill.
 Wentworth Cake Kitchen, 28A Dee Street, Invercargill.
 Willetts Tearooms, 163 Thames Street, Oamaru.

THE Court of Arbitration of New Zealand (hereinafter called the "Court"), having taken into consideration the terms of settlement arrived at in the above-mentioned dispute and forwarded directly to the Court pursuant to the provisions of section 130 of the Industrial Conciliation and Arbitration Act 1954, 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 31st day of May 1967 and thereafter as provided by section 152 of the Industrial Conciliation and Arbitration Act 1954.

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 23rd day of December 1965.

[L.S.]

A. P. BLAIR, Judge.

SCHEDULE

Industry to which Award Applies

1. This award shall apply to the retail cake industry.

Interpretation

2. For the purpose of this award every person shall be deemed to be a shop assistant who is employed in any capacity by or for those employers engaged in the retail cake industry who sell or offer for sale by retail in a shop or elsewhere cakes, bread, or bakers' smallgoods, and are bound by the provisions of this award.

Nothing in this award shall apply to assistants covered by any other award in force at the time of making this award.

Hours of Work

3. (a) The hours of work shall not exceed 40 per week, to be worked on five days of the week.

(b) Not more than eight hours shall be worked by an assistant on each of four days in each week between the hours of 8 a.m. and 5.30 p.m., and on one day of the week 11 hours between 8 a.m. and 9.30 p.m.

(c) The daily hours of work shall be continuous from the time of starting, except for such breaks as are prescribed herein for meals and refreshments.

(d) On five days of the week one hour shall be allowed between 11.30 a.m. and 2.30 p.m. for the midday meal and one hour between 4.30 p.m. and 7.30 p.m. for the evening meal on the day of the late night: Provided that by mutual agreement half an hour may be allowed for a meal.

(e) All employees shall be allowed not more than 10 minutes both in the morning and the afternoon for refreshments, and facilities for heating water shall be provided.

(f) For the purpose of calculating the hours of work, each of the holidays hereinafter mentioned shall be deemed to be a day worked for the number of hours usually worked on that day of the week, although no work shall have been actually done on such holiday: Provided that where the observance of any such holiday results in the transference of the late night to a day other than the day on which it is normally observed, no additional amount over and above the weekly wage shall be payable in respect of the ordinary week's work.

(g) Within seven days of the coming into operation of this award each employer shall notify the union in writing of the names of any assistants employed by him under this award, together with the assistant's starting and finishing hours of work on each day.

Upon the employment of any new assistant the employer shall forthwith similarly notify the union.

The hours when so fixed shall continue in force for a period of not less than six months, and thereafter until such time as an alteration is notified to the union. The fixing of such hours shall in all cases be for not less than six-monthly periods, unless otherwise arranged by agreement in writing with the union.

Wages

4. (a) The minimum rates of wages payable to shop assistants shall be as follows:

	Males			Females		
	Per Week			Per Week		
	£	s.	d.	£	s.	d.
Under 16 years of age	4	18	4	4	6	0
16 to 16½ years of age.....	5	7	0	4	15	0
16½ to 17 years of age.....	6	0	0	5	5	0
17 to 17½ years of age.....	6	17	0	5	16	0
17½ to 18 years of age.....	7	15	0	6	7	0
18 to 19 years of age	8	12	0	6	17	6
19 to 20 years of age	10	1	0	7	17	6
20 to 21 years of age	11	17	0	8	15	0
21 years of age or over	14	15	0	10	0	0

(b) Any assistant who is in charge of a shop shall be paid £1 15s. per week in addition to the minimum rate prescribed for male or female assistants 21 years of age or over.

(c) Any assistant in receipt of a higher rate of pay shall not have his wages reduced because of the coming into operation of this award.

Casual Assistants

5. For the purpose of this award a casual assistant is an assistant whose engagement is for a period of less than five full days in any one working week. Such assistants shall be paid at a rate of not less than 7s. 10d. per hour in the case of adult males and 5s. 7d. per hour in the case of adult females and 5s. 7d. per hour in the case of junior males and 4s. 8d. per hour in the case of junior females, with a minimum of three hours' payment for any one day.

Overtime

6. (a) All time worked in any day outside or in excess of the ordinary hours prescribed in clause 3 shall be paid for at the rate of time and a half for the first three hours and thereafter double time rates. Overtime shall be calculated on a daily basis. The minimum rate of payment shall be 4s. 5d. per hour.

(b) For the purpose of calculating and overtime under half an hour shall count as half an hour, and if over half an hour but under one hour, as one hour worked.

Notice of Overtime and Meal Money

7. (a) Notice shall be given prior to noon on the same day to any assistant required to work overtime, and such assistant shall be paid 5s. 6d. meal money.

(b) Under exceptional circumstances shorter notice may be given by mutual consent between the assistant and the employer concerned, provided 6s. meal money is paid.

Payment of Wages

8. (a) All wages and overtime shall be paid weekly and in cash not later than Thursday. Should a holiday fall in any regular pay day, wages shall be paid on the working day previous to the holiday.

(b) Assistants shall be supplied with a statement setting out the computation of the wages paid together with any deductions made therefrom whenever there is any alteration in their normal weekly earnings.

Proportion

9. (a) The proportion of junior assistants to senior assistants shall not exceed one junior to one senior. A "senior" is any assistant, male or female, 21 years of

age or over: Provided that an assistant under 21 years of age who is in receipt of not less than the rates of wages prescribed by this award for an assistant of the age of 21 years shall be regarded as a senior for the purpose of this clause.

(b) For the purposes of this clause an employer who is actively engaged in the management of his shop, may be deemed to be a senior.

(c) For the purposes of this clause where an employer carries on the business of more than one shop, each shop shall be deemed to be a separate business.

Holidays

10. (a) The following shall be allowed as holidays without deduction from weekly wages: Christmas Day, Boxing Day, New Year's Day and 2 January, Good Friday, Easter Saturday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, and Anniversary Day: Provided that where Anniversary Day is not generally observed, another day may be substituted therefor.

(b) Where Christmas Day, Boxing Day, New Year's Day, or 2 January falls on a Saturday or Sunday the provisions of the Public Holidays Act 1955 relating to the observance of such holidays on the next succeeding Monday or Tuesday shall apply, and where Anniversary Day is observed as a holiday, the provisions of the said Act relating to the observance of that holiday on the next succeeding Monday if it falls on a Friday, Saturday, or Sunday or on the immediately preceding Monday if it falls on a Tuesday, Wednesday, or Thursday shall apply.

(c) Any work done on a Sunday or any of the above-mentioned holidays or holidays observed in lieu thereof shall be paid for at double time rates. The said payments to be in addition to the ordinary weekly wage.

Annual Holidays

11. (a) Annual holidays shall be allowed in accordance with the Annual Holidays Act 1944.

(b) An assistant not completing the full qualifying period in any year of service shall be paid in lieu of holidays a proportionate amount according to the period served in that year in accordance with the Annual Holidays Act 1944.

(c) The annual holiday to be allowed to assistants on the completion of 10 or more years continuous service with the same employer shall be three weeks instead of two weeks as aforesaid. An assistant not completing a year of service under this provision shall be granted proportionate payment in accordance with the length of service in that year.

For the purpose of this provision continuous service with the same employer shall not be deemed to be broken by reason of the sale or transfer of the business to a new employer who continues to employ such workers.

(d) An assistant shall not be requested to go on annual leave on less than one month's notice except on his or her own request or except in the case of exceptional circumstances, when mutual arrangement may be made.

(e) Assistants shall be paid for the annual holiday on or before its commencement.

Weekly Employment

12. (a) Except as provided for in clause 5 of this award, the employment shall be deemed to be a weekly employment. The wages prescribed in clause 4 are weekly wages, and shall not be subject to any deduction except for time lost through sickness, accident, or default of the assistant.

(b) Except in the case of casual assistants, one week's notice shall be given by either party of the termination of the employment. In the event of either party failing to give the required notice, one week's wages shall be paid or forfeited as the case may be: Provided that nothing in this clause shall prevent the summary

termination of the employment for proven misconduct. The period of notice in either case shall be exclusive of the whole or any part of the annual holiday required to be given in pursuance of this award.

References

13. (a) Each assistant on request, on leaving or being discharged from his or her employment, shall be given within 24 hours thereafter a reference in writing stating the position held and the length of service.

(b) Original references shall be the property of the assistant and shall be returned within 48 hours after engagement or rejection of the application.

Time and Wages Book

14. (a) The occupier of a shop in which one or more shop assistants are employed shall at all times keep, in the prescribed form or in such other form as may be approved by the Inspector of Awards, a record in English (called the "wages and time book") showing in the case of each assistant:

- (i) The name of the assistant, together with his age if under 21 years of age;
- (ii) The kind of work on which he is usually employed;
- (iii) The hours during which he has actually been employed on each day, showing the starting and finishing time each day;
- (iv) The wages paid on each pay day, and the date thereof; and
- (v) Such other particulars as are prescribed by regulations.

(b) The entries of the particulars hereinbefore referred to, or a memorandum in writing containing such particulars, shall be signed by the assistant at the time of the payment of the wages, and such signature shall operate as a receipt for such payment.

(c) The wages and time book in use for the time being, and any such book used within the preceding two years, shall at all times be open to the inspection of the Inspector of Awards.

(d) Every assistant who fails to sign the record as provided in this clause, or who wilfully signs an incorrect record, shall be liable to a fine not exceeding £5.

(e) An Inspector of Awards may at any time require the occupier to verify the entries in the wages and time book in such form as may be prescribed.

General

15. (a) Junior females and Junior males shall not be required to lift or carry weights in excess of the following:

	lb
Males under 16 years of age	56
Males under 18 years of age	70
Females under 16 years of age.....	30
Females under 18 years of age.....	40

(b) There shall be provided and maintained for the use of assistants adequate and suitable facilities for washing, which shall include a sufficient supply of soap and clean towels or other suitable means of cleaning or drying; and the facilities shall be conveniently accessible and shall be kept in a clean and orderly condition.

(c) Employers shall on request, but not more often than once every three months, supply to the secretary of the union a list of the names of all assistants employed by them under this award, together with the age of any assistant who is under 18 years of age.

Overalls

16. Unless satisfactory provision is otherwise made for the supply and maintenance of clean washable overalls required to be worn by assistants under regulation 29 of the Food Hygiene Regulations 1952, it shall be the responsibility of the employer to provide and maintain such overalls.

Right of Entry

17. The secretary or other authorised representative of the union of workers shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises and there interview any assistants, and collect contributions, but so as not to interfere unreasonably with the employers business.

Disputes

18. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the secretary or president of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the Conciliation Commissioner, who may decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner, may appeal to the Court upon giving written notice of such appeal to the other party within 14 days after such decision shall have been communicated to the party desiring to appeal.

Unqualified Preference

19. (a) Any adult person engaged or employed in any position or employment subject to this award by any employer bound by this award shall, if he is not already a member of a union of workers bound by this award, become a member of such union within 14 days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this award so long as he continues in any position or employment subject to this award.

(c) Every worker obliged under subclause (a) hereof to become a member of a union who fails to become a member, as required by that subclause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with subclause (b) hereof commits a breach of this award.

(d) Every employer bound by this award commits a breach of this award if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purpose of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this award.

(NOTE—Attention is drawn to section 174H of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.)

Under-rate Assistants

20. (a) Any assistant 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 a 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 assistant'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 assistant 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 14 days' notice shall have been given to such assistant 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 an assistant 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 an assistant pursuant hereto.

(e) It shall be the duty of an employer, before employing an assistant at such lower wage, to examine the permit or agreement by which such wage is fixed.

Application of Award

21. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every industrial union, industrial association or employer who, not being an original party hereto, is, when this award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial districts to which this award relates.

Scope of Award

22. This award shall operate throughout the Gisborne Judicial District, the Wellington, Marlborough, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts.

Term of Award

23. This award, in so far as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the first day of the pay period in each establishment commencing on or after the 1st day of December 1965, and so far as all other provisions of the award are concerned, it shall come into force on the day of the date hereof; and this award shall continue in force until the 31st day of May 1967.

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 23rd day of December 1965.

[L.S.]

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A. P. BLAIR, Judge.

MEMORANDUM

The award, including the operative date of provisions relating to wages, incorporates the terms of settlement arrived at by the parties in the course of an inquiry held before a Council of Conciliation.

Upon being satisfied by supporting documentary evidence that an unqualified preference provision has been agreed to by all the assessors in accordance with section 174B of the Industrial Conciliation and Arbitration Act 1954 (as enacted by the Industrial Conciliation and Arbitration Amendment Act 1961), the Court has inserted clause 19 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. P. BLAIR, Judge.