

(10354.) NORTH CANTERBURY BAKERS AND PASTRYCOOKS
AND THEIR LABOURERS.—AWARD.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925 ; and in the matter of an industrial dispute between the undermentioned persons, firms, and companies (hereinafter called “ the employers ”) :—

CANTERBURY INDUSTRIAL DISTRICT.

Christchurch.

Adams, Earnest, Ltd., 462 Tuam Street
Adcock, G. H., 20 Suffolk Street
Alexander, E. I., 55 Moorhouse Avenue
Alexander, H., Home Cookery, Barbadoes Street
Annand, J., 155 Colombo Street
Baunton, T. H., 127 Hawford Road
Beath and Co., Ltd., Cashel Street
Bell, W., 312 Manchester Street
Beresford Ltd., 131 Gloucester Street
Besley, B., 24 Buffon Street, Sydenham
Besley, L. W., 163 Seaview Road, New Brighton
Blackler, C., and Nelson, T., Home Cookery, 254A Durham Street
Blair, Mrs. E., 469 Papanui Road
Blogg, C., 159 High Street
Boon, C. E., Ltd., 221 Colombo Street
Boon, G., 93 Baker Street, New Brighton
Bougen, W., 546 Moorhouse Avenue

- Bradley, E., 224A Linwood Avenue
 Bradshaw, T., 8 Rolleston Street
 Breach, E., Home Cookery, Victoria Street
 Brown, A. M., and Cramp, D. N., Home Cookery, 269 High Street
 Burgess, H., Home Cookery, 48 Matipo Street
 Burke, P., and Co., Ltd., Bush Inn, Riccarton
 Burnip, L. D., Home Cookery, 159 Bowhill Road, New Brighton
 Campbell, Colin, 36 Albert Street
 Campbell, Freda, Home Cookery, 90 Seaview Road, New Brighton
 Canterbury Master Bakers' Industrial Union of Employers
 Cardwell, L., Home Cookery, 695 Gloucester Street
 Carter, Miss M. E. D., Home Cookery, 231A Kilmore Street
 Challiner, A., 55 Durham Street
 Chaplin and Carr, Home Cookery, 104 Stanmore Road
 Clark and Macfarlane, Home Cookery, 106 Birdwood Avenue
 Claughton, E. G., Home Cookery, 593 Colombo Street
 Collins, B., 84 Cashel Street
 Cook, E. C., corner Chester and Colombo Streets
 Cormack and Catherine, 142 St. Asaph Street
 Craig, A. E., 225 Manchester Street
 Dawson, Elizabeth, Home Cookery, 111 Riccarton Road
 Dempsey, S., 461 Colombo Street
 D.I.C. Ltd., Cashel Street
 Dockery, —, 27 Victoria Street
 Don, C. A., Home Cookery, 3 Wakefield Avenue, Sumner
 Dumpleton, J. W., 46 Park Road, Addington
 Dunn, Grace, Home Cookery, 175 Victoria Street
 Elliott, E. S., Home Cookery, corner Jeffrey and Bryndwyr Roads
 Farrar, H. W., 74A Edgeware Road
 Fisher, M. E., 91 Main Road, Redcliffs
 Franklin, L. A., 327 Ferry Road
 Gale, E. M., Home Cookery, 22 Gossett Street
 Gibson, A., 326 Selwyn Street
 Gibson, C., Home Cookery, 108 Armagh Street
 Gibson, George, Home Cookery, 379 Colombo Street
 Gibson, M. A., Stanmore Road
 Gilmore, J., 616 Ferry Road
 Glasson, F. W., Home Cookery, 57 Edgeware Road
 Glover, J. H., 5 Plunket Street
 Gray, C., Home Cookery, 17 Avalon Street
 Gray, E. L., 252 Wilson's Road
 Greenslade, H. A., Home Cookery, 104 Edward Avenue
 Haase, F., Grafton Street, Sumner
 Hawker, H. and S., 36 Seaview Road, New Brighton
 Hobson, I., and Trigance, J., Home Cookery, 597 Colombo Street
 Holland, S. F., Home Cookery, 254 Colombo Street
 Hone, Sarah, Home Cookery, 24 Cashmere Road
 Howison Bros., 19 Maldon Street
 Houselander, R., 26 St. James Street
 Hunt, Margaret, 541 Worcester Street
 Jack, Barbara L., 154 Armagh Street
 Jackson, A. R., 40 Seaview Road, New Brighton
 Jennings, R., 382 Montreal Street
 Josephine Kitchen, Ltd. (Tosswill and Leach), 93A Cashel Street
 Joyce, L. M., 143 Salisbury Street
 Kelly, B. W. and T., Home Cookery, 110A Manchester Street
 Kettle and Kruse, 459 Papanui Road
 Larcombe, A. G., 104 Bligh's Road
 Lynham, L. and G., Home Cookery, 278 Lincoln Road

Lyttelton Bread Co. (R. H. T. Norton), Lyttelton
 Mackwell, I., Home Cookery, 159 Cambridge Terrace
 Manttan, H. B., 748 Colombo Street
 Martin, L. P., Home Cookery, 43 Bowhill Road, New Brighton
 Mason, T. B., Main South Road, Hornby
 Masters, P., 21 Haast Street
 Matthews, F. R. and R. C., 443 Colombo Street
 Mellor, George, Home Cookery, 237 Bealey Avenue
 Mercer, E., Home Cookery, 215A Cashel Street
 Money, George, 95 Abberley Road
 Morgan, F., and Sons, 26 Smollet Street
 Musson, R., 308 St. Asaph Street
 Mutton, R. B., Home Cookery, 183 Victoria Street
 McAllister, George, 27 Lichfield Street
 McCormack, R. L., "Maori Tea-rooms," New Brighton
 McDonald, A., Donald Street, Lyttelton
 McDonald, J. M., 511 Hereford Street
 McDowell, E. G., Home Cookery, 198A Papanui Road
 McDowell, I. L., 186 Ferry Road
 McKenzie, R., "Mansfield," Home Cookery, 205 Papanui Road
 McKinley and Stone, 146 Clarence Road
 McLaughlin, J. F., 130 Armagh Street
 Needham, F. H., 254 Stanmore Road
 Needham, S., 300 Lincoln Road
 Netting, M., 279 Colombo Street
 New Zealand Farmers' Co-op. Assn. of Canterbury Ltd., Cashel Street
 Newill, M., Home Cookery, 182 Armagh Street
 Newton, I. and L., Home Cookery, 202A Papanui Road
 Niven, J. B., 22 Clare Road
 Oswald, Nellie, 143B Colombo Street
 Palmer, W. M., 345 Ferry Road
 Park, F., Home Cookery, 348 Cashel Street
 Peake, S. H., Home Cookery, 12 Mays Road
 Pearce, F. R., Home Cookery, 16 Victoria Street
 Phillips, F. G., Home Cookery, 934A Colombo Street
 Piddie, J., 138A Hereford Street
 Puddle, J. B., 330 Wilson's Road
 Rennie, William, 70 Manchester Street
 Ritchie, W. J., and Son, 31 Clissold Street
 Robb, Annie, Home Cookery, 386 Colombo Street
 Roberts, R. M., Home Cookery, 102 Kerr's Road, Heathcote
 Robertson, William, 96 Victoria Street
 Rowe, I. V., Home Cookery, 133A Armagh Street
 Schumacher, E. A., 620 Cashel Street
 Schumacher, J., and Son, 24 Coleridge Street
 Seaborn, W. J., 38 Hutchinson Street
 Shortell, B. E., Home Cookery, 846 Colombo Street
 Sincock, F., 45 Seaview Road, New Brighton
 Slack, J., 372 Colombo Street
 Smedley and Farnhill, Home Cookery, 159A Cranford Street
 Smith, J. W., 456 Ferry Road
 Sprosen, W. R., 514 Armagh Street
 Stacey and Hawker, 38 Essex Street
 Staples, Ida M., Home Cookery, Fendalton Tram Terminus
 Stevenson, —, 21 Haast Street
 Stokes, R. A., and Son, 69 Seaview Road, New Brighton
 Sunderland Bros., Ltd., 266 Fitzgerald Avenue
 Sutherland, L., and Hall, E., 127 Armagh Street
 Taigels Ltd., 640 Colombo Street

Templeton, J. H., 1025 Colombo Street
 Thistleton, L., 217 Ferry Road
 Thompson, Alex., 12 Alcester Street
 Thomson, J. S., 79 Cambridge Terrace
 Thomson, T., 275 Lincoln Road
 Toobey, M., Home Cookery, 111 Armagh Street
 Tucker, B. E., 188 Armagh Street
 Ullrich, E., 62 Holmwood Road
 Viennese Kitchen, Ltd., Home Cookery, 164 Cashel Street
 Wade, A. S., 425 Colombo Street
 Walker, G. E., 64 Merivale Lane
 Wallis, S. D., Ltd., 662 Colombo Street
 Wallis, T. W., 28 Huxley Street
 Weir, M., Home Cookery, 665 Colombo Street
 White, G. E., Home Cookery, 48 Ferry Road
 Wilder, Dora, Home Cookery, 387A Worcester Street
 Wilson Bros., 39 Buffon Street, Sydenham
 Wilson, J., corner Montreal and Tuam Streets
 Williams, E., Home Cookery, 167 Cashel Street
 Williamson, M., Home Cookery, 54 St. Albans Street
 Winder, J., 50 North Road, Papanui
 Winder, W. H., 547 Worcester Street
 Wood, M., Home Cookery, 59 Warrington Street
 Woodfield, C. S., 12 Percy Street, Linwood
 Woodham, A. J., 54 Searll's Road, Papanui
 Woods, S. M., 21 Forth Street
 Woodward, A. L., Ltd., 186 Antigua Street

Ashburton.

Bain, —, 163 Wills Street
 Dunn, P., 157 Cameron Street
 Hawker, H., Triangle Bakery
 Jordon, G., 135 Peter Street
 Lewitt, T., Burnett Street
 Madden, S., Cass Street
 Sutherland, J. and J., Wills Street
 Steele, W., East Street
 Tait, J. and J., Havelock Street

Akaroa.

Davis, F., Jolie Street, Akaroa

Belfast.

Jones, A., and Sons, 11 Howard Street

Cust.

Ducat, E. C., Ducat Street

Doyleston.

McIntyre, E.

Dunsandel.

Tyler, J. H.

Glentunnel.

Teale Bros.

Hanmer Springs.

Anderson, A. J.

Blackwells Ltd.	<i>Kaiapoi.</i>
Whyte, D., High Street	
Ball, A. W.	<i>Kaikoura.</i>
Collins Bros., Torquay Street	
Davidson, J., Beach Road	
Batstone, G., Kirwee Road	<i>Kirwee.</i>
Free Bros., High Street	<i>Leeston.</i>
Munro, W.	<i>Lincoln.</i>
Clements, D. H.	<i>Mayfield.</i>
Henderson, A. E., Alford Forest Road	<i>Methven.</i>
Herron, W.	<i>Mount Somers.</i>
Walls, C. A., Main Road	<i>Ohoka.</i>
Burrows, J., High Street	<i>Oxford.</i>
Bryant, S.	<i>Rakaia.</i>
Bonnett, N. M., High Street	<i>Rangiora</i>
Lewis and Son, High Street	
Smith, C. W. E., 23 Edward Street	
Johnstone, A.	<i>Sefton.</i>
Bennett, T. H., High Street	<i>Southbridge.</i>
Rutherford, J. O., Main Road	<i>Southbrook.</i>
Hunt, Mrs. G.	<i>South Malvern.</i>
Parett, W.	<i>Springston.</i>
Suckling, C. W.	<i>Tai Tapu.</i>
Kissel, G.	<i>Templeton.</i>
Gudsell, T. W., Archibald Street	<i>Tinwald.</i>
Stephens, C.	<i>Waddington.</i>
Rodgers, H. W. D.	<i>Waiau.</i>
Keppler, F. K.	<i>Waikari.</i>

Application was made to join the following parties :—

Boot, G., 217 Ferry Road, Christchurch
 Brown, —, 730 Colombo Street, Christchurch
 Carter, Miss, 231A Kilmore Street, Christchurch
 Christchurch City Council, M.E.D.
 Creagh, S., Suffolk Street, Linwood, Christchurch
 Money and Sons, Ltd., 95 Abberley Road, Christchurch
 Pratley R. E., Corner Chester and Colombo Streets, Christchurch
 Sharp, Mrs. J., 44 Strowan Road, Christchurch
 Vogan, T., Lower Riccarton, Christchurch
 Souter, J., Lyttelton
 Argyle, A., Eaton Street, Ashburton
 Baumfield, T. C., Hanmer Springs
 Joiner, J., Hinds
 McGill, Sim, Hinds
 Gibson, Mrs., Hororata
 Reid, C. C., Leithfield
 Steans, C. E., Little River
 Wright, —, Methven
 Youngman, G. E., Oxford
 Reid, —, Rangiora
 Thornicroft, C., Springfield
 Wright, F., Templeton

and

The New Zealand Federated Bakers, Pastrycooks, and Related Trades Employees' Industrial Association of Workers, and the Canterbury Bakers and Pastrycooks' Employees' Industrial Union of Workers (hereinafter called "the union").

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 12th day of December, 1933, 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 20th day of December, 1932.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Hours of Work.

1. (a) The hours of work for bakers and pastrycooks 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) 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 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 9 p.m. and the prescribed hour of starting, and a junior worker shall be paid at the rate of time and a half for time worked between the hour of 9 p.m. and the prescribed hour of starting.

(d) 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.

(e) 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 in subclause (a) hereof as constituting a week's work.

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 or small-goods, but may perform any kind of unskilled work, including 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 award is a weekly wage, and no deductions shall be made therefrom except for time lost through the worker's own default, sickness, or accident, or other cause outside the control of his employer.

(e) A worker engaged for relieving work necessitating his living away from his home shall be paid his fare both ways by his employer.

Casual Labour.

3. (a) Casual workers may be employed with a minimum engagement of four hours at an hourly rate determined by dividing the weekly wage rates herein prescribed by 46, and adding a further amount of 20 per cent. thereto.

(b) A worker shall be considered a casual worker if employed for less than thirty-six hours in any one week.

(c) A casual worker shall be paid by his employer the necessary expenses incurred in going to and coming from work.

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 labourer to every two adult labourers.

Holidays.

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

No bread of any kind shall be made or baked for sale, whether in the form of loaves, rolls, or any other form, between the hour of 6 p.m. on the day immediately preceding any holiday provided for in this clause and the hour of 6 o'clock in the evening of such holiday: Provided that nothing in this clause 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. Employers may, at their option, substitute some other day for Anniversary Day.

(b) Sunday and holiday sponging and doughing shall not be paid for, but no deduction shall be made from the week's wages in respect of holidays not worked.

(c) All 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 such workers two ordinary days as a holiday in lieu of any of the above-mentioned holidays, with the exception of Good Friday, Labour Day, and Christmas Day.

(h) An annual holiday of six working-days on full pay shall be granted to each worker on completion of each year of service. A proportionate holiday allowance shall be paid to an employee if his engagement is terminated after six months' service.

(i) Such holiday shall be given and taken within a period of two months after the date of its becoming due.

(j) In the case of the transfer of a business, the employer shall pay his proportionate share of holiday money due to each employee at the time of transfer, provided that the period of the worker's employment is not less than three months.

Drivers.

7. A driver shall not be employed in 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, 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 or journeymen are employed.

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

	Per Week.		
	£	s.	d.
First six months	0	12	6
Second six months	0	15	0
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
Eighth 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 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.

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 the bread-making machinery, attendance to the machines while in motion, and the cleaning and the 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 Record.

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.

Under-rate Workers.

16. (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.

Preference.

17. (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 29th day of July, 1929, 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 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.

Application of Award.

18. The Court reserves power to strike out from the list of parties any person, firm, or company carrying on business as the proprietor of a tea-room or restaurant on being satisfied that bakers and pastrycooks' goods are not sold for consumption off the premises.

Scope of Award.

19. This award shall operate throughout that portion of the Canterbury Industrial District lying north of the Rangitata River.

Term of Award.

20. This award, in so far as it relates to wages, shall be deemed to have come into force on the 12th day of December, 1932, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof ; and this award shall continue in force until the 12th day of December, 1933.

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 20th day of December, 1932.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

The only matter referred to the Court related to under-rate workers. In other respects the award embodies the recommendations of the Conciliation Council, which the parties agreed to accept.

F. V. FRAZER, Judge.