

(10594.) WELLINGTON BAKERS AND PASTRYCOOKS AND THEIR LABOURERS.—INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 19th day of March, 1934, between the Wellington Master Bakers' Industrial Union of Employers and members thereof both bread-bakers and pastrycooks (hereinafter called "the employers") of the one part, and the Wellington Operative Bakers and Pastrycooks' and their Labourers Industrial Union of Workers (hereinafter called "the union") of the other part, whereby it is mutually agreed by and between the parties hereto as follows, that is to say :—

(1) That the terms, conditions, stipulations, and provisions contained and set out in the schedule hereunto annexed shall be binding upon the said parties, and shall be deemed to be and are hereby incorporated in and declared to form part of this agreement.

(2) The said parties hereto shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, conditions, stipulations, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

SCHEDULE.

Hours of Work.

1. (a) The hours of work for bakehouse workers shall not exceed forty-six in any one week.

(b) Subject to the special provisions hereinafter contained, the daily hours 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 five days of the week, and ten hours on any one day of any week, 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, except pastrycooks, 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 before the prescribed hour of starting, and a junior worker shall be paid at the rate of 4d. per hour extra for time worked before 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 he is 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 10s. per week in addition to the minimum wage fixed by this agreement, and his assistant if so required to start work earlier than the prescribed hour shall be paid 7s. 6d. per week in addition to the minimum wage fixed by this agreement. The assistant if a junior worker shall be paid 5s. in addition to the minimum wage fixed by this agreement.

(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.

(f) The hours for starting for pastrycooks shall be not earlier than 5 a.m. on five days of the week, and not earlier than 4 a.m. on one day of the week. In cases of emergency and on any holiday, and the day immediately preceding any holiday, the starting-time shall be agreed upon between the employer and the foreman.

(g) Except as hereinbefore provided in subclause (f) no pastrycook's work shall be commenced before 5 a.m. unless paid 6d. extra per each hour or portion thereof.

Wages.

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

	Per Week.		
	£	s.	d.
Foreman baker or pastrycook	5	0	0
Journeyman baker or pastrycook	4	10	0
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) 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 the doughing or sponging with the men or he shall pay the worker who does it for his time. All foremen shall take their turn at doughing or sponging.

(d) The wage fixed by this agreement is a weekly wage, and no deductions shall be made therefrom except for time lost through the workers' own default, sickness, or accident, or other cause outside the control of the employer.

Casual Labour.

3. (a) The hours of starting work and the rate of extra payments for earlier starting-hours for casual workers shall be in accordance with subclause (c) of clause 1.

(b) Casual workers may be employed with a minimum engagement of four hours, and shall be paid as follows :—

For an engagement of eight hours he shall be paid if a	s.	d.
journeyman	17	0
For an engagement of eight hours he shall be paid if a		
labourer	15	0
For an engagement of less than eight hours he shall be paid an hourly rates as follows :—		

If a journeyman he shall be paid 2s. 3d. per hour.

If a labourer he shall be paid 2s. per hour.

(c) Should a worker have a permanent weekly engagement to work for four or more hours daily, then he shall be paid at the following rates :—

If a journeyman he shall be paid at the rate of 2s. 1½d. per hour.

If a labourer he shall be paid at the rate of 1s. 10½d. per hour.

(d) A junior casual worker shall be paid two-thirds of the above rates in each case.

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

(f) A casual worker shall be paid by his employer the necessary expense of going to and coming from work.

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

Overtime.

4. (a) 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 ten hours on one day of the week and eight hours on any of the other days 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 be paid 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.
Eighteen years and under nineteen years ..	1	15	0
Nineteen years and under twenty years ..	2	0	0
Twenty years and under twenty-one years ..	2	10	0
And thereafter labourer's rates of pay.			

(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 workers.

Pastrycooks' Junior Labourers.

6. Pastrycooks may employ junior labourers at the following rates :—

	Per Week.		
	£	s.	d.
Sixteen years and under seventeen years ..	1	0	0
Seventeen years and under eighteen years ..	1	5	0

Holidays.

7. (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, Anzac Day, 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, Anzac Day, and Christmas Day shall be paid for at double time rates.

(d) All other work done on any other holiday 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 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.

(k) The provisions for payment of special rates for work done on Sundays and holidays, as set out in clauses (c) and (d), shall not apply to that work which is part of the following day's time and which is usually commenced prior to midnight every day.

Drivers.

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

9. (Deleted.)

Meal Hours.

10. (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 arrangements 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.

11. 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 the 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	17	6
Second six months	1	1	0
Third six months	1	4	6
Fourth six months	1	8	0
Fifth six months	1	11	6
Sixth six months	1	15	0
Seventh six months	2	0	0
Eighth six months	2	5	0

Thereafter they shall be paid the wage fixed for journeywomen.

(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 six months	1	0	0
Second six months	1	5	0
Third six months	1	10	0
Fourth six months	1	15	0
And thereafter	2	2	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.

12. (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 or she shall forfeit one week's wages on full pay.

Automatic Bakeries.

13. The following special provisions shall apply to automatic bakeries :—

(i) (a) "Automatic bakery," for the purposes of this portion of this 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 flour and dough for the breadmaking machinery, attendance to the machines while in motion, and the cleaning and lubricating of such machinery. Should the ordinary work of the establishment 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 breadmaking 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.

Changing-room.

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

Copy of Agreement.

15. 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.

16. 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.

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 arguments 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.

18. (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 22nd day of December, 1931, 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.

(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.

19. (Deleted.)

Bakehouse Stores.

20. Journeymen bakers and pastrycooks shall not be required to take delivery of stores when bakers' labourers are available.

Scope of Agreement.

21. This agreement shall operate throughout the Wellington Industrial District.

Term of Agreement.

22. This agreement shall come into force on the 19th day of March, 1934, and shall continue in force until the 19th day of April, 1934, and thereafter until another agreement is entered into between the parties.

Signed on behalf of the Wellington Master Bakers' Industrial Union of Employers—

G. CLEGG.
A. F. DUSTIN, Secretary.
MARK T. TONKS.

Signed on behalf of the Wellington Operative Bakers and Pastrycooks and Related Trades Employees' Industrial Union of Workers—

F. W. BREWER, President.
ALEX. CUNNINGHAM.

[SEAL.] F. MAWHINNEY, Secretary, Wellington Operative Bakers and Pastrycooks and their Labourers' Industrial Union of Workers.

MEMORANDUM to the agreement between the Wellington Master Bakers and Pastrycooks' Industrial Union of Employers and the Wellington Operative Bakers and Pastrycooks and their Labourers' Industrial Union of Workers signed on the 19th day of March, 1934.—Whereas certain clauses of the agreement between the parties have been deleted to conform to the Act, it is agreed that such clauses operate as far as the parties to this agreement are concerned and be put into operation accordingly.

The clauses referred to above are—

1. Clause 9: Board and lodging on employers' premises.
2. Clause 19: All employers bound by this agreement shall require all bakers, pastrycooks, and labourers now and hereafter employed by them to be financial members of the union.

Signed on behalf of the Wellington Master Bakers' Industrial Union of Employers and others—

G. CLEGG.
MARK T. TONKS.
A. F. DUSTIN, Secretary.

Signed on behalf of the Wellington Operative Bakers and Pastrycooks and their Labourers' Industrial Union of Workers—

[SEAL.] F. W. BREWER, President.
F. MAWHINNEY, Secretary, Wellington Operative Bakers and Pastrycooks' Industrial Union of Workers.