

NEW ZEALAND CAKE SHOP ASSISTANTS'—AWARD

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

In the Court of Arbitration of New Zealand, Northern, Taranaki, 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 under-mentioned persons, firms and companies (hereinafter called “the employers”):

NORTHERN INDUSTRIAL DISTRICT

Ann's Pantry (Auckland) Ltd., Victoria Arcade, Shortland Street, Auckland.

Bon Accord Ltd., 179 Broadway, Newmarket, Auckland.

Diana Home Cookery, 528 Great South Road, Auckland.

Doretta Home Cookery, 521 Sandringham Road, Auckland.

Eden Cake Kitchen, 415 Mt. Eden Road, Auckland.

Homestead Bakery Ltd., 173 Symonds Street, Auckland.

Laurensons Home Cookery, 107 Main Highway, Eilerslie, Auckland.

Lanes Bakery Ltd., 27 Hurstmere Road, Takapuna, Auckland.

McKeown, A. R., 7 Queen Street, Auckland.

Puritan Home Cookery, 363 Remuera Road, Auckland.

Star Home Cookery Ltd., Victoria Road, Devonport, Auckland.

Watsons Home Cookery Ltd., 274 Karangahape Road, Auckland.

West Lynn Bakery, 401 Richmond Road, Auckland.

Wrightsons Bakeries Ltd., 117 Hauraki Street, Birkenhead, Auckland.

A.1. Bakeries, Peel Street, Gisborne.

Ann's Pantry, Thames.

Arawa Home Cookery, Matamata.

Berry, F., Dargaville.

Collins Bakery, Cambridge.

Favills Bakery, 181 Victoria Street, Hamilton.

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

Fords Bakery Ltd., Whangarei.

Franklin Foodstuffs, King Street, Pukekohe.

Gardners Bakery, Waihi.

Hikurangi Bakeries, Hikurangi.

Huntly Bakeries, Huntly.

Innes Bakery, Te Aroha.

Kiwi Home Cookery, Derby Street, Gisborne.

Mansons Home Cookery, Taumarunui.

Model Bakery, Putaruru.

Morrice and Co., Bakers, Morrinsville.

Ngaruawahia Bakery, Ngaruawahia.

Oxford Home Bakery, Tokoroa.

Peter Pan Bakeries, Matamata.

Peter Pan Bakeries, Otorohanga.

Peter Pan Bakeries, Te Kuiti.

P.K. Home Cookery, 142 Malfroy Road West, Rotorua.

Rickards Bakery, Taumarunui.
 Ruawai Bakery and Tearooms, Ruawai.
 The Strand Bakery, Tauranga.
 Te Puke Bakery, Te Puke.
 Tinsleys Cosy Cake Shop, Kaitaia.
 Tuakau Bakeries Ltd., Tuakau.
 Tudor Home Cookery, 379 Grey Street, Hamilton East.
 Waipa Bakery, Te Awamutu.

TARANAKI INDUSTRIAL DISTRICT

Bennetts Bakery Ltd., High Street, Hawera.
 Egmont Bakery Ltd., Egmont Street, New Plymouth.
 Excel Cake Kitchen, 290 Devon Street East, New Plymouth.
 Excelsior Bakery Ltd., Waitara.
 Lewis, R., Baker, Kaponga.
 Nelson, T., Baker, Inglewood.
 Nevilles Ltd., Devon Street, New Plymouth.
 Patricia Cake Centre, Regent Street, Hawera.
 Smith, F. L., Baker, Ohura.
 Smith and Somerton Ltd., Stratford.
 The Cake Centre, Devon Street, New Plymouth.
 Vogelstown Cake Centre, New Plymouth.
 Wrights Bakery Ltd., Devon Street, New Plymouth.

WELLINGTON INDUSTRIAL DISTRICT

Allisons Ltd., 90 Manners Street, Wellington.
 "Cosy", 101A Manners Street, Wellington.
 "Dorothy", 166 Cuba Street, Wellington.
 K.K.K. Ltd., 42 Willis Street, Wellington.
 Maadi, 119 Manners Street, Wellington.
 Vienna Pastrycook Ltd., 132 Courtenay Place, Wellington.
 Belvedere 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.
 Esthers Home Cookery, Emerson Street, Napier.
 Feilding Bakeries Ltd., 53 Manchester Street, Feilding.
 Magnet Bakery, Masterton.
 Murdochs Vienna Bakery, Emerson Street, Napier.
 Savoy Cake Shop Ltd., Regent Arcade, Palmerston North.
 Selphast Bakery Ltd., Heretaunga Street, Hastings.

MARLBOROUGH INDUSTRIAL DISTRICT

Fishers Bakery Ltd., Wynen Street, Blenheim.
 Hoeks Cake Kitchen, Market Place, Blenheim.
 Hostess Home Cookery, The Strand, Blenheim.
 Kai Ora Cake Shop, Scott Street, Blenheim.
 Larsens Ltd., 50 Market Street, Blenheim.
 Murdina Cake Shop, Market Street, Blenheim.

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.
 Maitai Home Cookery, 102 Hardy Street, Nelson.
 Marshalls Bakery Ltd., 42 Main Road, Tahunanui.
 Nelson Ideal Bakeries Ltd., 153 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 (R. C. Olsen), Mackay Street, Greymouth.
 Hurren Bakery, 74 Hampden Street, Hokitika.
 Kelchers Bakery, Buller Road, Reefton.
 Owens Cake Shop, Tainui Street, Greymouth.
 Preston, H. B., Rovell Street, Hokitika.
 Ryans City Bakery, Palmerston Street, Westport.
 Shannon and Glenn 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.
 Coronation Cake Kitchen, 291A Selwyn Street, Christchurch.
 Ethnes Cake Shop, 123A Cashel Street, Christchurch.
 Four and Twenty, Majestic Theatre Buildings, Manchester Street, Christchurch.
 Gibsons Cake Kitchen, 379 Colombo Street, Christchurch.
 Honeydew Cake Kitchen, 251A Riccarton Road, Christchurch.
 Kettle and Co., 505 Papanui Road, Christchurch.
 Primrose Cake Shop, 225A Manchester Street, Christchurch.
 Singing Kettle Food Shop, 150 Gloucester Street, Christchurch.
 State Quick Lunch, 730 Colombo Street, Christchurch.
 Viennese Kitchen Ltd., 277 High Street, Christchurch.
 Adams, Ernest, Ltd., Burnett Street, Ashburton.
 Chapmans Cake Kitchen, Burnett Street, Ashburton.
 Adams, Ernest, Ltd., High Street, Rangiora.
 Adams, Ernest, Ltd., 263 Stafford Street, Timaru.
 Adams, Ernest, Ltd., Queen Street, Waimate.
 Herrons Ltd., 43 Church Street, Timaru.
 Mays Economic Cake Shop, 160 Stafford Street, Timaru.
 Savoy Tearooms Ltd., Queen Street, Waimate.

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT

Adams, Ernest, Ltd., 714 Great King Street, Dunedin.
 Armstrongs Ltd., 6 George 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.
 Clarks Cake Shop Ltd., 110 Princes Street, Dunedin.
 Fentons Ltd., 111 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., Clyde Street, Balclutha.
 Godfreys Cake Shop, 171 Hillside Road, Dunedin.
 Jays Ltd., 228 George Street, Dunedin.
 Millar, A. C., Ltd., 95 Tay Street, Invercargill.
 Moore, D. E., and Co. Ltd., 203 Main South Road, Green Island.
 Robins, R., Rees Street, Queenstown.
 Ritz (The), 70 Main Street, Gore.
 Sponge Kitchen, Don Street, Invercargill.
 Wentworth Cake Kitchen Ltd., 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 on the day of the date hereof and shall continue in force until the 3rd day of May 1964 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 3rd day of May 1962.

[L.S.]

K. G. ARCHER, 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' small goods, 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 mid-day 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.

(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 purposes 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	2	0	3	12	0
16 to 16½ years of age	4	9	0	3	19	0
16½ to 17 years of age	5	0	0	4	8	0
17 to 17½ years of age	5	15	0	4	18	0
17½ to 18 years of age	6	10	0	5	8	0
18 to 19 years of age	7	5	0	5	18	0
19 to 20 years of age	8	10	0	6	15	0
20 to 21 years of age	10	2	0	7	8	0
21 years of age or over	12	10	0	8	7	6

(b) Any assistant who is in charge of a shop shall be paid £1 5s. per week in addition to the minimum rate prescribed for male or female assistants 21 years of age or over.

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 6s. 7d. per hour in the case of adult males and 4s. 9d. per hour in the case of adult females and 4s. 9d. per hour in the case of junior males and 3s. 10d. 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 3s. 9d. per hour.

(b) For the purpose of calculating overtime any 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. meal money.

(b) Under exceptional circumstances shorter notice may be given by mutual consent between the assistant and the employer concerned, provided 5s. 6d. meal money is paid.

Payment of Wages

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

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.

(d) An assistant shall not be requested to go on annual leave on less than 14 days' notice except on his or her own request or except in the case of exceptional circumstances, when mutual arrangement may be made.

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 an employer from summarily dismissing any assistant 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 twenty-four 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 eighteen 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, but so as not to interfere unreasonably with the employer's 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.

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 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 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 Northern, Taranaki, Wellington, Marlborough, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts.

Term of Award

23. This award shall come into force on the day of the date hereof and shall continue in force until the 3rd day of May 1964.

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 3rd day of May 1962.

[L.S.]

K. G. ARCHER, Judge.

MEMORANDUM

The award, which incorporates the terms of settlement arrived at by the parties, includes a clause designed to operate as an unqualified preference provision within the meaning of section 174 of the Industrial Conciliation and Arbitration Act 1954 (as amended by the Industrial Conciliation and Arbitration Amendment Act 1961). Section 174B directs that the Court in making any award shall insert therein an unqualified preference provision only if it is satisfied under the first alternative that such a provision has been agreed upon by all the assessors in the course of an inquiry into an industrial dispute by a Council of Conciliation. For the purposes of section 174B the Court is satisfied to accept the complete settlement arrived at by the parties and executed by or on behalf of all the assessors as proof that the unqualified preference provision has been agreed to by all the assessors, and clause 19 has therefore been incorporated in the award in the form in which it was agreed upon in the Council of Conciliation.

K. G. ARCHER, Judge.
