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(55.) CHRISTCHURCH BAKERS AND PASTRYCOOKS.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of “The Industrial Conciliation and Arbitration Act, 1894,” and the amendments thereof; and in the matter of an industrial dispute between the Canterbury Bakers and Pastrycooks’ Industrial Union of Workers (hereinafter called “the Workers’ Union”) and the Christchurch Master Bakers’ Industrial Union of Employers (hereinafter called “the Employers’ Union”), and the following persons and firms, who are employers of journeymen bakers or who are master bakers (and who are all hereinafter collectively referred to as “the individual employers”), namely: William Thompson, of Colombo Street, Christchurch; William Robertson, of Victoria Street, Christchurch; Frederick Blogg, of Madras

Street, Christchurch; Thomas Rowley, of Crescent Road, St. Albans; Joseph Broadly, of Richmond; George Hawker, of New Brighton; James Samuel Slade, of Oxford Terrace, Christchurch; Andrew Schumacher, of Ferry Road, Christchurch; William Baily, of Ferry Road, Christchurch; George Drew, of Sumner; Samuel Besley, of Sydenham; William Lenhart, of Colombo Street, Christchurch; David Neave and Son, of Montreal Street, Christchurch; John Hopper, of Lincoln Road, Addington; Frederick Williams, of Tuam Street, Christchurch; Harry R. Cater, of Tuam Street, Christchurch; Frederick Dowdle, of St. Albans Lane; Joseph Johnston, of Tai Tapu; Frank Wilson, of Buffon Street, Sydenham; William Shepherd, of Lyttelton; Joseph P. Kissel, of Templeton; James F. Norton, of Lyttelton; John Hanson, of Riccarton; Hinds and Cordlin, of Lyttelton; John S. Olliver, of Lyttelton; Shields Brothers, of Coldridge Street, Sydenham; Alexander Ritchie, of Colombo Street, Christchurch; James Hastie, of Prebbleton; Frederick Norton, of Lincoln; Mrs. Flavell, of Selwyn Street, Addington; James Baunton, of Opawa; Esther Ann Lanyon, of Lyttelton; John Gilmour, of Ferry Road; John Pollock, of Holly Road; James Heath, of Colombo Street, Sydenham; Mrs. Bligh, of Victoria Street; — Beaumon, of Colombo Street, Christchurch; Charles Agar, of Lyttelton; James Bird, of Burwood; John Woodfield, of Colombo Street, Christchurch; — Napier, of Belfast; James Heron, of Worcester Street, Linwood; Frederick Wilson, of Opawa; Carne Faville, of Addington; Woodfield Brothers, of Sydenham; William Shepherd, of Lyttelton; A. H. Blake, of Colombo Street, Christchurch; Frederick Malton, of Richmond; David Barnes, of Richmond; Walter Harris, of Linwood; John Oliver, of Lyttelton.

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 Workers' Union and the Employers' Union by their representatives duly appointed, and having also heard such of the individual employers as appeared in person or by their representatives, 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 Workers' Union and the members thereof and the Employers' Union and the members thereof, and also as between the Workers' Union and the members thereof and the individual 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 Workers' Union and upon every member thereof, and also upon the Employers' Union and the members thereof, and upon the individual 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 Workers'

Union and every member thereof, and the Employers' Union and every member thereof, and the individual 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 observe 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 the sum of £100 shall be the maximum penalty payable by any party or person in respect of any such breach: Provided, however (as provided by the 3rd section of "The Industrial Conciliation and Arbitration Act Amendment Act, 1898"), that the aggregate amount of penalties payable under or in respect of this award shall not exceed the sum of £500. And the Court doth hereby further order that this award shall take effect from the 22nd day of January, 1900, and shall continue in force up to and until the 21st day of January, 1902.

In witness whereof the seal of the Court of Arbitration of New Zealand hath been hereto put and affixed, and the President of the Court hath hereto set his hand, this 17th day of January, 1900.

(L.S.)

W. B. EDWARDS, J., President.

THE SCHEDULE REFERRED TO BY THE FOREGOING AWARD.

1. *Hours of Employment.*—Eight hours and one half-hour shall constitute a day's work, exclusive of half an hour which shall be allowed for breakfast; but where one journeyman baker only is employed he must in each day's work turn out 140 loaves at the least; where two journeymen bakers are employed they must in each day's work turn out 280 loaves at the least; where three journeymen bakers are employed they must turn out 420 loaves at the least, provided that there are two ovens.

2. Time allowed on Thursdays shall, if required by the employer, be made good by each journeyman during the week.

3. Except as hereinafter mentioned, the hour for beginning work shall not be earlier than 4 a.m., except on Saturdays, when work may be commenced not earlier than 3 a.m.

4. Employers whose places of business are beyond three miles from the City of Christchurch may begin work at any time that may be agreed upon between themselves and their journeymen.

5. *Wages.*—The wages to be paid to journeymen shall be not less than the following: For foremen, £2 15s. per week; for second hands, £2 5s. per week; and for third hands, £2 per week.

6. Jobbers shall be paid 10s. per day, or, when engaged for a week, not less than £2 10s., and the same rate as permanent hands for overtime.

7. Sunday sponging shall cover all statutory holidays, but any journeyman working on holidays shall receive payment at the rate of time and a half in addition to his weekly wage.

8. *Overtime.*—Overtime shall be paid at the rate of time and a quarter for the first four hours, and time and a half afterwards.

9. *Boarding with Employer.*—It shall not be a condition of employment that any journeyman shall board and sleep upon his employer's premises, but this clause shall not prevent the matter from being arranged between an employer and his journeyman. When a journeyman boards on his employer's premises the charge for board and lodging shall not exceed 15s. per week.

10. *No Carter in Bakehouse.*—No carter shall be employed in any bakehouse, but a journeyman baker may be employed in delivering bread, provided he does not work more than eight hours and a half in any day.

11. *Apprentices.*—One apprentice shall be allowed for every two journeymen. An employer who personally works at the trade shall be considered for this purpose as a journeyman.

12. The period of apprenticeship shall be four years.

13. *Preference of Unionists.*—If and after the Workers' Union shall so amend its rules as to permit any person of good character and sober habits now employed in this industrial district in this trade, and any other person now residing or who may hereafter reside in this industrial district who is of good character and sober habits, and who is a competent journeyman, to become a member of the Workers' Union upon payment of an entrance-fee not exceeding 5s., and of subsequent contributions, whether weekly or not, not exceeding 6d. per week, upon the written application of the person so desiring to join the Workers' Union, recommended by two members of the Workers' Union, or accompanied by a satisfactory certificate from some responsible person residing within the industrial district, without ballot or other election, and shall give notice in writing of such amendment with a copy thereof to the Employers' Union, and shall also publish such notice in the *Lyttelton Times* and the *Press*, newspapers published at Christchurch, then and in that case and thereafter employers shall employ members of the Workers' Union in preference to non-members, provided that there are members of the Workers' Union equally qualified with non-members to perform the particular work required to be done, and ready and willing to undertake it.

14. Until compliance by the Workers' Union with the last clause, employers may employ journeymen whether members of the Workers' Union or not; but no employer shall discriminate against members of the Workers' Union, and no employer shall, in the employment or dismissal of journeymen, or in the conduct of his business, do anything for the purpose of injuring the Workers' Union, whether directly or indirectly.

15. When members of the Workers' Union and non-members are employed together there shall be no distinction between mem-

bers and non-members, and both shall work together in harmony and under the same conditions, and shall receive equal pay for equal work.

16. So soon as the Workers' Union shall perform the conditions entitling the members of the Workers' Union to preference of employment under the foregoing clauses, and at all times thereafter, the Workers' Union shall keep, in some convenient place within one mile from the Chief Post-office in the City of Christchurch, a book to be called "the employment book," wherein shall be entered the names and exact addresses of all members of the Workers' Union for the time being out of employ and desiring employment, and the names, addresses, and occupations of every employer by whom each such journeyman shall have been employed during the preceding nine calendar months. Immediately upon such journeyman obtaining employment a note thereof shall be entered in such book. The executive of the Workers' Union shall use their best endeavours to verify all the entries contained in such book, and the Workers' Union shall be answerable as for a breach of this award in case any entry therein shall be wilfully false in any particular to the knowledge of the executive of the Workers' Union, or in case the executive of the Workers' Union shall not have used reasonable endeavours to verify the same. Such book shall be open to every employer, without fee or charge, at all hours between 8 a.m. and 5 p.m. on every working-day except Saturday, and on that day from 8 a.m. till noon. If the Workers' Union fail to keep the employment-book in manner provided by this clause, then and in such case, and so long as such failure shall continue, any employer may, if he so thinks fit, employ any person or persons, whether a member of the Workers' Union or not, to perform the work required to be performed, notwithstanding the foregoing provisions. Notice by advertisement in the *Lyttelton Times* and the *Press*, newspapers published at the City of Christchurch, shall be given by the Workers' Union of the place where such employment-book is kept, and of any change in such place, and notice thereof in writing shall also be given by the Workers' Union to the Employers' Union.

17. *Preference of Employers' Union.*—Members of the Workers' Union, when entitled to and claiming preference of employment under the provisions of this award, shall, when out of employment and seeking employ, whenever possible, and if the conditions of employment are equal, having regard to the place of residence and other circumstances of each such member, give preference of service to members of the Employers' Union, provided that notice is given to such member of the Workers' Union of the desire of any such member of the Employers' Union to employ him.

The foregoing paragraphs numbered from 1 to 17 both inclusive embody the terms, conditions, and provisions referred to in the foregoing award, and thereby declared to be incorporated in and to form part thereof.

In witness whereof the seal of the Court of Arbitration of New Zealand hath been hereto put and affixed, and the President of the Court hath hereto set his hand, this 17th day of January, 1900.

(L.S.)

W. B. EDWARDS, J., President.

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