

(53.) WELLINGTON MATCH-FACTORY EMPLOYEES.

In the Court of Arbitration of New Zealand, Wellington 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 Wellington Match-factory Employees’ Industrial Union of Workers (hereinafter called “the union”) and Messrs. R. Bell and Co. (Limited) (hereinafter called “the company”).

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 the company by its representatives duly appointed, and having also heard the witnesses called and examined by and on behalf of the union and of the company respectively, and cross-examined by the said parties respectively, doth hereby order and award that, as between the union and the members thereof and the company, the terms, conditions, and provisions set out in the schedule hereto shall be binding upon the union and upon every member thereof, and upon the company, 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 company shall respectively do, observe, and perform every matter and thing by the said terms, conditions, and provisions on the part of the union and the members thereof and on the part of the company respectively required to be done, observed, and performed, and shall not do anything in contravention 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, person, or company 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 £500. And this Court doth further order that this award shall take effect from the 6th day of August, 1900, and shall continue in force until the 5th day of August, 1902.

In witness whereof the seal of the Court of Arbitration of New Zealand hath been hereunto affixed, and the President of the Court hath hereunto set his hand, this 30th day of July, 1900.

J. C. MARTIN, J., President.

THE SCHEDULE HEREINBEFORE REFERRED TO.

1. The week’s work shall consist of $47\frac{1}{2}$ hours, to be made up as follows: On five days of the week work shall commence at 8 a.m.

and cease at 12.30 p.m. ; commence again at 1.30 p.m. and cease at 5.30 p.m. each day. On Saturday work to commence at 8 a.m. and cease at 1 p.m.

2. That the rates of pay for piecework shall be as follows : Plaids, 3d. per gross ; No. 4's, 1s. per gross ; No. 10's, 2s. per gross ; Nos. 11's and 12's, 6d. per gross.

3. If and after the union shall so amend its rules as to permit any person now employed in this industrial district in this trade, and any other person now residing or who may hereafter reside in this industrial district, and who is a competent worker, to become a member of the union upon payment of an entrance fee of 5s., and of subsequent contributions, whether payable weekly or not, not exceeding 6d. per week, upon the written application of the person so desiring to join the union, without ballot or other election, then and in such case and thereafter the company shall, when engaging a worker, employ members of the union in preference to non-members, provided there are members of the union equally qualified with non-members to perform the particular work required to be done, and ready and willing to undertake it.

4. So soon as the union shall perform the conditions entitling the members of the union to preference under the foregoing clauses the union shall keep at the Wellington Match-factory a book, to be called the "employment-book," wherein shall be entered the names and exact addresses of all members of the union who shall from time to time be desirous of obtaining employ with the company, and the names, addresses, and occupations of all persons by whom each such member of the union shall have been employed during the preceding six months. Immediately upon any such member of the union ceasing to desire employ a note thereof shall be entered in such book. The executive of the union shall use their best endeavours to verify the entries contained in such book, and the union shall be answerable as for a breach of this award in case any entry therein shall be wilfully false to the knowledge of the executive of the union, or in case the executive of the union shall not have used reasonable endeavours to verify the same. Such book shall be open to the company and to its servants, without fee or charge, during all working-hours on every working-day. If the 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 the company may employ any person or persons, whether members of the union or not, to perform the work required to be performed, notwithstanding the foregoing provisions.

5. When members of the union and non-members are employed together there shall be no distinction between members and non-members, and both shall work together in harmony, and shall receive equal pay for equal work.

The foregoing paragraphs numbered 1 to 5 respectively 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 hereunto affixed, and the President of the Court hath hereunto set his hand, this 30th day of July, 1900.

J. C. MARTIN, J., President.

(54.) WELLINGTON BAKERS.

In the Court of Arbitration of New Zealand, Wellington 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 Wellington Operative Bakers' Industrial Union of Workers (hereinafter called "the union") and Walter Macklin, Tory Street, Wellington; Patrick Moore, Adelaide Road, Wellington; George Bradley, Adelaide Road, Wellington; Davies and Son, Riddiford Street, Wellington; Herbert Millar, Courtenay Place, Wellington; Thomas Joseph Bell, Revans Street, Newtown; Walter Abraham Kellow, Taranaki Street; John Reid, Taranaki Street; John H. Kilduff, Taranaki Street; Francis McParland, Taranaki Street; Joseph Kirkus, Tory Street; George Dickson, Courtenay Place; Matthew Mackay, Clyde Quay; Harte Langdon, Brougham Street; Neil Rasmussen, Rintoul Street; William Jounnax, Berhampore; Mrs. D. I. Greeks, Riddiford Street; William Edward Timmings, Constable Street; Michael Henry McCarthy, Riddiford Street; Thomas Smith, Riddiford Street; John Skinner, Cuba Street; Robert Darroch, Cuba Street; Albert Ernest Dimock, Aro Street; William Isaac, Aro Street; Henry Denhard, Willis Street; William Tonks, Herbert Street; Mrs. Charlotte McDonald, Manners Street; McEwen and Churchill, Lambton Quay; William Freeman, Molesworth Street; James Cunliffe, Johnsonville; William Cook, Johnsonville; Thomas North, Johnsonville; Robert Auty, Porirua; Mrs. Robert Leadbetter, Tinakori Road; William Heintz, Petone; Martin Cargill, Petone; McVicar and Corson, Petone; Walter Jounnax, Petone; St. Clair Jounnax, Lower Hutt; Charles Pole, Lower Hutt; John George Raine, Karori; Arthur Wheatley, Lambton Quay; George Webb, Vivian Street (hereinafter called "the employers")."

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 duly appointed representatives, and such of the employers as desired to be heard, 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 shall be binding upon the union and upon every member