

(38.) WELLINGTON BAKERS.

No. 22.—Under “The Industrial Conciliation and Arbitration Act, 1894,” and its amendments.

Before the Board of Conciliation, Wellington Industrial District.—

In the matter of an industrial dispute between the Wellington Operative Bakers' Industrial Union of Workmen (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; Herbert Millar, Courtenay Place; Joseph Bell, Revans Street, Newtown; Walter Abraham Kellow, Taranaki Street; John Reed, 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. J. 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; McEwan 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”); and of a reference thereof for settlement.

The Board, having taken evidence and having taken into consideration all matters arising out of the above dispute, do hereby make the following recommendations:—

1. That nine hours and one half hour constitute a day's labour, including one half hour for breakfast, and one hour for sponging.

2. The rate of wages shall be as follows:—Foremen, not less than £3 per week, with thirteen loaves; second hands, not less than £2 10s. per week, with thirteen loaves; and any others, not less than £2 5s. per week, with thirteen loaves. All hands to receive dry pay.

3. Tradesmen not fully competent by reason of age or physical weakness may be employed at such a wage as may in each case be settled between the union and the employers.

4. That no baker or workman shall commence work before 4 a.m., except on Saturdays, when he shall not commence before 2 a.m. After the stated hours are up, overtime shall be paid as follows, viz.: Time and a quarter up to 5.30 p.m. in the afternoon, and time and a half after 5.30 p.m. in the afternoon.

5. That no apprentice shall be allowed to any employer unless two *bonâ fide* journeymen be employed; if four journeymen be employed then, in such case the employer may employ two apprentices, but in no case shall the employer employ more than two apprentices, each apprentice to be bound by indentures for a period of five years. The indentures of the apprentices to be produced to the secretary of the union, if required.

6. Jobbers to receive 10s. per diem of nine hours and a half hour, and overtime as above stated in paragraph 4 hereof.

7. Sunday sponging shall cover all statutory holidays, as expressed in Rule 24 of the union. If workmen requested to work on holidays they shall be paid at the rate of time and a half.

8. That no carter shall be employed in any bakehouse. The respective positions of a baker and carter shall be kept separate; either an employé must be a *bonâ fide* baker or a *bonâ fide* carter, but a baker may deliver bread so long as he does not work more than the prescribed hours.

9. That the employers shall not discriminate against members of the union, nor shall they (the employers) in the engagement or dismissal of their employés, or in the conduct of their business, do anything directly or indirectly for the purpose of injuring the union.

10. That in case of a breach or breaches of this agreement, £10 shall be taken as the amount of damage due for each such breach to the employer or employers or the said union entitled to sue for the recovery thereof, and such sum shall be recovered as damages from the said employer or employers or the said union committing or suffering such breach, in the Magistrate's Court holden in the district in which such breach or breaches is or are committed. The parties entitled to sue for and be sued for the recovery of the said sum of £10 for each breach of this agreement are the Wellington Master Bakers' Industrial Union of Employers or any individual member thereof, each or any of the individual employers and firms of employers whose names are subscribed to this agreement, and the Wellington Operative Bakers' Industrial Union of Workmen or any individual member thereof.

11. That the employers and each of them carrying on business shall be bound by the above provisions, and shall conform thereto, and the union and every member thereof shall be bound by the same and shall conform thereto in like manner.

12. That a district committee be set up, consisting of five members of the Wellington Bakers' Industrial Union of Employers and

five members of the Wellington Operative Bakers' Industrial Union of Workmen, to settle all minor disputes.

13. And in the event of a satisfactory decision not being arrived at, the Chairman of the Conciliation Board be called in to settle any dispute, and his decision to be final.

14. And the employers shall assist the members of the union.

15. An industrial agreement is to be drawn up embodying these clauses, and to be left at the office of the Clerk of Awards for signature on or before the 20th February, 1900. If this be not done, or, having been done, the agreement is not signed by the parties by the 27th February, 1900, the Chairman shall file a report that the Board has been unable to bring about a settlement.

The above agreement is to be for the period of twelve calendar months from the 27th February, 1900.

Dated at Wellington, this 17th day of February, 1900.

JOHN CREWES, Chairman.

SIR,—

1st March, 1900.

*Re* Bakers' dispute.—I beg to inform you, on behalf of my union, that we have accepted the industrial agreement as drawn up herein, and the same has now been filed with the Registrar of the Supreme Court. My union accepts Mr. Kellow's signature on behalf of the Master Bakers' Union. Enclosed you will find a list of the employers who have failed to sign the said agreement, who are outside of the Master Bakers' Union.

Yours, &c.,

W. H. PAYNE, Secretary, W.O.B.U.

The Chairman, Board of Conciliation.

R. Darroch, Cuba Street, City; W. Tonks, Herbert Street, City; Mrs. C. McDonald, Manners Street, City; W. Isaacs, Aro Street, City; G. Bradley, Adelaide Road, Newtown; T. J. Bell, Revans Street, Newtown; Davies and Sons, Riddiford Street, Newtown; W. E. Timmins, Constable Street, Newtown; W. Cook, Johnsonville; P. Moore, Adelaide Road, Newtown; North and Angel, Johnsonville; J. T. Raine, Karori; W. Hopper, Taranaki Street; McKain, Petone.

The above employers have not signed the said agreement, and do not belong to the Master Bakers' Union.

W. H. PAYNE, Secretary.

THIS agreement, made in pursuance of "The Industrial Conciliation and Arbitration Act, 1894," this 27th day of February, 1900, between the Wellington Master Bakers' Industrial Union of Employers, being a union of employers registered and incorporated under "The Industrial Conciliation and Arbitration Act, 1894," and carrying on operations in the Wellington Industrial District, and whose registered office is at Riddiford Street, in the City of

Wellington, and the several persons and firms whose names are subscribed to this agreement, with their several respective addresses and occupations set opposite their names, being employers in the baking trade in the Wellington Industrial District (the said Wellington Master Bakers' Industrial Union of Employers and the said several persons and firms, employers, as aforesaid, are hereinafter collectively and individually referred to as "the employers") of the one part, and the Wellington Operative Bakers' Industrial Union of Workmen, being a union of workers registered and incorporated under "The Industrial Conciliation and Arbitration Act, 1894," and whose registered office is at the Rechabite Hall, Manners Street, in the City of Wellington, of the other part, whereby it is agreed as follows:—

1. That nine hours and one half-hour constitute a day's labour, including one half-hour for breakfast and one hour for sponging.

2. The rate of wages shall be as follows: Foremen, not less than £3 per week, with thirteen loaves; second hands, not less than £2 10s. per week, with thirteen loaves; and any others, not less than £2 5s. per week, with thirteen loaves. All hands to receive dry pay.

3. Tradesmen not fully competent, by reason of age or physical weakness, may be employed at such a wage as may in each case be settled between the union and the employers.

4. That no baker or workmen shall commence work before 4 a.m., except on Saturdays, when he shall not commence before 2 a.m. After the stated hours are up overtime shall be paid as follows: Time and a quarter up to 5.30 p.m. in the afternoon, and time and a half after 5.30 p.m. in the afternoon.

5. That no apprentice shall be allowed to any employer unless two *bonâ fide* journeymen be employed; if four journeymen be employed then, in such case, the employer may employ two apprentices, but in no case shall the employer employ more than two apprentices, and each apprentice to be bound by indentures for a period of five years. The indentures of the apprentices to be produced to the secretary of the union, if required.

6. Jobbers to receive 10s. per diem of nine hours and a half hour, and overtime as above stated in paragraph 4 hereof.

7. Sunday sponging shall cover all statutory holidays as expressed in Rule 24 of the union. If workmen requested to work on holidays they shall be paid at the rate of time and a half.

8. That no carter shall be employed in any bakehouse. The respective positions of a baker and a carter shall be kept separate; either an employé must be a *bonâ fide* baker or a *bonâ fide* carter, but a baker may deliver bread so long as he does not work more than the prescribed hours.

9. That the employers shall not discriminate against members of the union, nor shall they (the employers) in the engagement or dismissal of their employés, or in the conduct of their business, do anything directly or indirectly for the purpose of injuring the union.

10. That in the case of a breach or breaches of this agreement, £10 shall be taken as the amount of damage due for each such breach to the employer or the said union entitled to sue for the recovery thereof, and such sum shall be recovered as damages from the said employer or employers or the said union committing or suffering such breach, in the Magistrate's Court holden in the district in which such breach or breaches is or are committed. The parties entitled to sue for and be sued for the recovery of the said sum of £10 for each breach of this agreement are the Wellington Master Bakers' Industrial Union of Employers or any individual member thereof, each or any of the individual employers and firms of employers whose names are subscribed to this agreement, and the Wellington Operative Bakers' Industrial Union of Workmen or any individual member thereof.

11. That the employers and each of them carrying on business shall be bound by the above provisions, and shall conform thereto, and the union and every member thereof shall be bound by the same, and shall conform thereto in like manner.

12. That a district committee be set up, consisting of five members of the Wellington Bakers' Industrial Union of Employers and five members of the Wellington Operative Bakers' Industrial Union of Workmen, to settle all minor disputes.

13. And in the event of a satisfactory decision not being arrived at, the Chairman of the Conciliation Board be called in to settle any dispute, and his decision to be final.

14. And the employers shall assist the members of the union.

The above agreement is to be for the period of twelve calendar months from the 27th day of February, 1900.

In witness thereof the said parties hereto have hereunto subscribed their names,—

W. A. KELLOW, Baker, Taranaki Street, President.

T. H. HOGG, Baker, President.

Before the Board of Conciliation, Wellington Industrial District.—

In the matter of an industrial dispute between the Wellington Operative Bakers' Industrial Union of Workmen and Walter Macklin, Tory Street; Patrick Moore, Adelaide Road, Wellington; George Bradley, Adelaide Road, Wellington; Davies and Son, Riddiford Street; Herbert Millar, Courtenay Place; Thomas Joseph Bell, Revans Street, Newtown; Walter Abraham Kellow, Taranaki Street; John Reed, 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. J. 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 Leadbeater, 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 Baine, Karori; Arthur Wheatley, Lambton Quay; George Webb, Vivian Street; and of a reference thereof for settlement.

I hereby report that, as some of the parties to the dispute have not signed the industrial agreement embodying the recommendations of my Board, the Board have to that extent been unable to bring about a settlement of the dispute. I was, however, asked by the employers present before the Board to express their great pleasure at the manner in which their employés had worked with them under the old agreement and had met them in regard to proposals for the recommendations wanted. The representatives of the union present also desired to reciprocate the expression of good feeling made by the employers.

Signed at Wellington, this 7th day of March, 1900.

JOHN CREWES, Chairman of the Board.