

His Honour then made the following statement of award:—

In the dispute between the Dunedin Bakers and Pastrycooks' Union and the Master Bakers' Association and three other gentlemen—Messrs. Wood, Peterson, and Hewton—we have considered the matter, and we are not prepared to go quite the length the Conciliation Board went in the matter of hours. We want to avoid any risk of fixing such a number of hours as would possibly entail a chronic state of overtime. We have therefore decided to fix the hours at eight and a half. In other respects we adopt the recommendations of the Conciliation Board. We do not think that sufficient cause has been shown for adopting what would practically be a complete innovation in the trade and fixing the payment at per hour instead of at per week. The result, therefore, of our award in that case will be that we adopt the recommendations of the Board of Conciliation, except in the matter of hours, and we fix the hours at eight and a half instead of eight as recommended by the Board. I will read the minutes of the award:—

"The recommendations of the Board of Conciliation to be carried out, except that paragraph 9 be struck out, and, in paragraph 1, subsections (a) and (c) be struck out, and in lieu of sub-paragraph (a) the following be inserted: 'That the hours of work be eight hours and a half per day.' The award to come into force on Monday next, the 13th December, and to remain in force until the 31st December, 1898."

The President subsequently drew up the award, as follows:—

Whereas a dispute arose between the Dunedin Bakers and Pastrycooks' Union (hereinafter called "the union") and the Master Bakers' Association of Dunedin and William Wood, John Peterson, and John Hewton, master bakers (hereinafter called "the employers"), as to what should be the rules for carrying on the business of bread-bakers: And whereas the said dispute was duly referred to this Court: Now this Court, having heard the parties and the evidence adduced on both sides, doth hereby award as follows: (1.) That the hours of work be eight hours and a half per day. (2.) That the hour for starting work be not earlier than 4 a.m., except on Wednesday, Saturday, and the day immediately preceding any public holiday, when it may be an hour not earlier than 3 a.m. (3.) In any house where the dough-machines are used the dough-men only may start one hour and thirty minutes sooner. (4.) If overtime is required, time and a quarter shall be paid up to 6 p.m., and time and a half up to 10 p.m., and that no work be done after that hour. (5.) Any member working on a holiday shall receive time and a half payment besides the weekly wage. (6.) The proportion of apprentices to men to be as follows: For the first three men or any less number, one apprentice; for more than three men and up to six men, two apprentices; and so on in the same proportion. (7.) No bread-carter to be employed in bakehouse, but a baker may be employed to deliver bread so long as he works eight hours and a half per day only. (8.) That the rate of wages of a foreman be settled in each case by agreement between the employer and the foreman. (9.) That no second hand receive less than £2 10s. per week, and no table-hand less than £2 5s. (10.) That members of the union shall be employed in preference to non-members, provided there are members of the union who are equally qualified with non-members to perform the particular work required to be done, and are ready and willing to undertake it. This rule is not to interfere with the existing engagements of non-members, whose present employers may retain them in the same or other positions in their employment. (11.) When non-members are employed there shall be no distinction between members and non-members; both shall work together in harmony, and both shall work under the same conditions, and receive equal pay for equal work. (12.) If a jobber is employed by the day the wage must not be less than 10s., or by the week £2 10s. Jobbers working overtime shall receive the same rate of payment as other men. (13.) Sunday sponging will cover all statutory holidays.

And this Court doth further award and order that this award shall be binding upon the union and its members, and upon the Master Bakers' Association and each of the persons above named as parties to this dispute, and shall remain in force, and its provisions shall be enforceable, for a period commencing on Monday, the 13th December instant, and ending on the 31st December, 1898. And this Court doth further order that a duplicate of this award be filed in the Supreme Court at Dunedin.

JANUARY, 1898.

*Auckland.*

*Seamen's Dispute* (before the Arbitration Court).—Dispute between the Federated Seamen's and Firemen's Union of New Zealand and certain shipowners. Messrs. Belcher and Marks represented the Union. Mr. C. Ranson and Mr. G. Gow represented the Northern Steamship Company; Mr. M. G. McGregor was for A. McGregor and others, owning s.s. "Kiaora," "Rose Casey," and the "Maori"; Mr. M. Nicoll was for Captain Shaw, of the p.s. "Terranora," and Captain Braidwood; Mr. William Leyland was for Messrs. Leyland and O'Brien, of the s.s. "Stella." Messrs. Hare Brothers, Mr. Subritzky, Captain Martin, Captain Skinner, Mr. J. Darroch, and the Devonport Steam Ferry Company did not appear when their names were called.

The recommendations of the Board of Conciliation in December were not accepted by both parties, and the case came before the Arbitration Court, which made the following award:—

In the Court of Arbitration of New Zealand; in the matter of an industrial dispute between the Auckland branch of the Federated Seamen's Union of New Zealand (hereinafter call "the union") and the following firms, that is to say: The Northern Steamship Company; Messrs. McGregor, owners of the "Kiaora," "Rose Casey," and "Maori"; Captain Shaw, of the p.s. "Terranora"; Messrs. Leyland and O'Brien, owners of the s.s. "Stella"; and Captain Braidwood, of the s.s. "Akaroa." Whereas the above dispute was dully referred to, and heard, and considered by this Court, now this Court doth award as follows:—

(1.) That there be an increase of 10s. per month in the wages of lamp-trimmers, able seamen, and ordinary seamen, and in the wages of all firemen, greasers, lamp-trimmers, and donkey-men, in all steamers owned or chartered by the above firms, where such employes are not receiving wages in excess of the wages now current. (2.) That overtime remain as at present, and not be paid for vessels trading within extended river limits, except as hereinafter specified. (3.) That when time off is charged against overtime it shall be equivalent to the same in monetary value; time off shall be given only at the home port, or the port where the man resides. (4.) That when excursions are run on Sundays and stated holidays, whether within or without extended river limits, overtime shall be paid for the time so employed, not exceeding in all 8s. nor less than 4s. per man. (4.) That Christmas Day, New Year's Day, Queen's Birthday, Good Friday, and Labour Day (being the second Wednesday in October) shall be stated holidays. (6.) That in other respects the conditions and remuneration of labour shall remain as at present. (7.) That the said firms in employing labour shall not discriminate against members of the union, and shall not, in the engagement or dismissal of their hands, or the conduct of their business, do anything, directly or indirectly, for the purpose of injuring the union. (8.) That this award shall come into force on the 1st February next, and remain in force until the 28th February, 1899. (9.) That this award shall be binding upon the union and its members, and upon the said firms and each of them, save that of Messrs. Leyland and O'Brien, so long as they pay the rate of wages to seamen and firemen they at present pay, shall not be bound by it; but if they discontinue to pay such rates they shall thenceforth be bound. (10.) That a duplicate of this award be filed at the Supreme Court of Auckland.

In witness whereof the seal of the said Court has been hereunto affixed, and the President thereof has hereunto set his hand, this 24th day of January, 1898.

Mr. Justice Williams explained that the 28th February, 1899, would also be the date of expiry of the Union Company's and the Wellington coastal agreements.