
(35.) CHRISTCHURCH FURNITURE TRADES.

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 Christchurch United Furniture Trades Industrial Union of Workers (hereinafter called “the Workmen’s Union”) and the Christchurch Furniture-makers’ Industrial Union of Employers (hereinafter called “the Employers’ Union”) and the following persons and firms, namely: Herman Fuhrmann, 8, Colombo Street; D. Sykes,

Cashel Street; W. Dougal, Tuam Street; William Taplin, Tuam Street; Mrs. Henry Atkinson, Manchester Street; Albert Pepler, Sydenham; W. Pyke, Cashel Street; the Drapery Importing Company, Cashel Street; Robert Norrie, Sydenham; J. Wilson, dealer, Colombo Street; William H. Jewell, sen, Victoria Street; Edmonds and Page, Tuam Street; Jacobson and Macdonald, Madras Street; Mrs. J. Anderson, Victoria Street; E. Duckworth and Co., Colombo Street, Sydenham; Wilson, Mant, and Co., Tuam Street; Clark Brothers, Tuam Street; Isaiah D. Davis, Colombo Street; John J. Hunter, Clare Road, St. Albans; W. A. Finlayson, London Street, Richmond; John Young, Aldred Street; William W. Stevens, Aldred Street; J. Ballantyne and Co., Cashel Street; Henry Smith, Tuam Street; Ole Israelson, Aldred Street; W. Strange and Co., High Street; Mr. Francesco Brunie, St. Asaph Street; Lawrence and Kircher, High Street; J. M. Mitchell, Colombo Street; C. Catermole, Aldred Street; trustees of the late Mr. Alfred Joseph White, High Street; Mr. W. Bates, High Street; E. Scrimshaw, Sydenham; Joseph Dearsley, St. Asaph Street; John Thompson, Tuam Street; W. Richards, South-east Belt; Jewell and Talbot, Colombo 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 Workmen's Union by its representatives duly appointed, and having also heard the Employers' Union by its representatives duly appointed, and none of the employers appearing individually, either in person or by representative; and having also heard the witnesses called by and on behalf of the Workmen's Union, and by and on behalf of the Employers' Union respectively, and cross-examined by the said parties respectively, doth hereby order and award as follows, that is to say:—

1. Forty-four hours shall constitute a week's work. The weekly half-holiday shall be upon Saturday.

2. The minimum wage for cabinetmakers, upholsterers, turners, frame-makers, and polishers shall be the sum of 8s. 6d. per day; the minimum wage for mattress-makers shall be the sum of 7s. 6d. per day.

3. All time worked beyond the time hereinbefore mentioned shall be considered overtime, and shall be paid for at the rate of time and a quarter up to midnight, and double time after midnight, and on Sunday, Good Friday, and Christmas Day. Time worked upon the holidays hereinafter specified shall be paid time and a quarter for the first four hours; after that time, time and a half up to midnight; and after midnight, double time.

4. The following days shall be holidays, namely: Easter Monday, the birthday of the reigning Sovereign, New Year's Day, Show Day, Anniversary Day, Boxing Day, and Labour Day.

5. Any workman who considers himself not capable of earning the minimum wage shall be paid such lesser sum (if any) as shall from time to time be agreed upon in writing between such workman and the chairman and secretary of the Workmen's Union; and, in default of such agreement, as shall be fixed in writing by the Chairman of the Conciliation Board for the industrial district upon the application of such workman, after twenty-four hour's notice in writing to the secretary of the Workmen's Union, who shall (if desired by him) be heard by such Chairman upon such application.

6. Apprentices and journeymen shall alone be recognised.

7. Apprentices shall be paid during the first year of their service the sum of 5s. for each and every week; from the expiration of the first year until the expiration of the second year, the sum of 10s. for each and every week; and so on to the end of the term of service, adding a further sum of 5s. per week to such wages from the termination of each year of service.

8. The proportion of apprentices to journeymen shall be one to every three journeymen or fraction of the first three journeymen.

9. For the purpose of determining the proportion of apprentices to journeymen, the journeymen taken into account must have been employed by the employer in the establishment in which such apprentices shall be taken for the preceding six calendar months for at least two-thirds of full time.

10. No piecework shall be permitted.

11. Employers shall employ members of the Workmen's Union in preference to non-members, provided that there are members of the Workmen's Union who are equally qualified with non-members to perform the particular work required to be done, and who are ready and willing to undertake it.

12. When members of the Workmen's 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 under the same conditions, and shall receive equal pay for equal work.

13. The Workmen's Union shall at all times keep, in some convenient place within one mile from the Chief Post-office in Christchurch, a book to be called the "employment-book," wherein shall be entered the names and addresses of all members of the Workmen's Union for the time being out of employ, with a description of the branch of the trade in which each such workman claims to be proficient, and the names and addresses and occupations of every employer by whom each such workman shall have been employed during the preceding two years. Immediately upon any such workman obtaining employment a note thereof shall be entered in such book, and any change of address of any such workman shall also be forthwith entered in such book. The executive of the Workmen's Union shall use their best endeavours to verify all the entries contained in such book, and shall be answerable as for a breach of this award in case any entry therein

shall be wilfully false to their knowledge, or in case they 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. If the Workmen's Union fail to keep the employment-book in manner provided by this condition, 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 or members of the Workmen's Union or not, to perform the work required by him to be performed, notwithstanding the foregoing provisions. Notice by advertisement in the two morning papers published in Christchurch shall be given by the Workmen's Union of the place where such employment-book shall be kept, and of any change in such place.

14. And this Court doth further order and award that, as between the Workmen's Union and the members thereof and the Employers' Union and the members thereof, and also as between the Workmen's Union and the employers and each and every of them, the terms, conditions, and provisions herein contained shall be binding upon the Workmen's Union and the members thereof, and also upon the Employers' Union and the members thereof, and also upon the employers and upon each and every of them; and, further, that the Workmen's Union and every member thereof, and the Employers' 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 the terms, conditions, and provisions of this award on the part of the Workmen's Union and the members thereof, and on the part of the Employers' Union and the members thereof, and also on the part of the employers and each and every of them, 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 further award, order, and declare that any breach of the said terms, conditions, and provisions 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 £500.

And the Court doth further order that this award shall take effect from the 12th day of March, 1899, and shall continue in force, and its provisions may be enforced, up to and until the 11th day of March, 1901.

And the Court doth further order that a duplicate of this award shall be filed in the Supreme Court of New Zealand, Canterbury District, at Christchurch.

In witness whereof the seal of the Court of Arbitration of New Zealand hath been hereunto put and affixed, and the President of

the said Court hath hereunto set his hand, this 9th day of March,
1899.

W. B. EDWARDS, J., President.
