

(28.) WELLINGTON FURNITURE TRADE.

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 United Furniture Trade Industrial Union of Workers (hereinafter called the “Workers’ Union”), and the Wellington Furniture and Furnishing Industrial Union of Employers (hereinafter called the “Employers’ Union”), and the following employers, namely: Max Kreissig, Willis Street; Joseph Martin, Wilson Street; Robert Heron, Cuba Street; Carter and Co. (Te Aro House), Cuba Street; Daniel Drake and Son, Molesworth Street; Roland Digby, Kent Terrace; Wright, Ranish, and Co., Lambton Quay; the Drapery and General Importing Company of New Zealand (Limited); William Jupp, Willis Street; Kircaldie and Stains, Lambton Quay; David Asher and Sons, Manners Street; George Munt, Douglas Wallace Street; Edward Collie, Adelaide Road, Newtown; Sydney Soffe, off Willis Street; Henry North, Victoria Street; J. A. Packer and Son, Riddiford Street; Charles Daubney, Ingestre Street; J. L. Kimbell, Ghuznee Street; F. C. Dawson, Farish Street; James Dormer, Molesworth Street; F. C. Young, Courtenay Place; S. S. Williams, Taranaki Street; Wilkins and Field, Manners Street; James Wright, 135, Cuba Street; L. P. Clements, 111, Cuba Street; Yerex and Jones, Willis Street; Alfred Haycock, Willis Street; William Heavey, Upper Willis Street; and B. Wallace and Son, Upper Willis Street (hereinafter referred to as “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 Workers’ Union by its representatives duly appointed, and having also heard the Employers’ Union by the president thereof; and having also heard the above-named William Heavey in person, and the above-named David Asher and Sons, by David Asher, a member of the said firm, and none of the said parties desiring to call evidence, and no other of the said employers appearing, doth hereby order and award as follows, that is to say, —

1. All journeymen cabinetmakers and upholsterers shall be paid not less than 9s. for each day’s work. All journeymen polishers shall be paid not less than 8s. for each day’s work.

2. Any journeyman who considers himself not capable of earning the minimum wage may be paid such less wage as shall from time to time be agreed upon in writing between such journeyman and the chairman and secretary of the Workers’ Union; and in default of such agreement, within twenty-four hours after such journeyman has applied in writing to the secretary of the union stating his desire that such wage shall be so agreed upon, as shall be fixed in writing by the Chairman of the Conciliation Board for

the industrial district upon the application of such journeyman, after twenty-four hours' notice in writing to the secretary of the union, who shall (if desired by him) be heard by such Chairman on such application.

Any journeyman whose wage has been so fixed may work and may be employed for such less wage for the period of six calendar months thereafter, and, after the expiration of the said period of six calendar months, until fourteen days' notice in writing shall have been given to him by the secretary of the union requiring his wage to be again fixed in manner prescribed by this clause.

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

4. Piecework shall be allowed, but the payment in respect thereof must be based on the minimum wage for such work.

5. The proportion of apprentices to journeymen employed by any employer shall not exceed one apprentice to every three journeymen or fraction of the first three journeymen; but in the case of upholsterers a second apprentice may be employed as soon as the first apprentice has served three years of his apprenticeship. For the purpose of determining the proportion of apprentices to journeymen, in taking any new apprentice the calculation shall be based on the full time employment of the journeymen employed for two-thirds of the preceding year.

6. The period of apprenticeship shall be five years. Indentures shall be at the option of the employer.

7. Arrangements between employers and apprentices existing at the time of the coming into operation of this award shall not be prejudiced.

8. If any employer shall from any unforeseen cause be unable to fulfil his obligation to an apprentice, it shall be lawful for such apprentice to complete his term with another employer, and such employer may take and employ such apprentice notwithstanding that he has already the full number of apprentices allowed by these conditions.

9. The wages to be paid to apprentices shall be as follows: For the first year, 6s. per week; for the second year, 9s. per week; for the third year, 12s. per week; for the fourth year, 15s. per week; and for the fifth year, £1 per week.

10. No employer shall discriminate against members of the Workers' Union, and no employer shall, in the engagement 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.

11. When members of the Workers' 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.

12. And this Court doth hereby order and award that as between the Workers' Union and the members thereof, and the Employers'

Union and the members thereof and as between the Workers' Union and the members thereof and each of the employers separately above-named, the terms, conditions, and provisions of this award shall be binding upon the Workers' Union and upon every member thereof, and upon the Employers' Union and every member thereof, and upon the employers and each and every of them; and, further, that the Workers' 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 this award required to be done, observed, and performed, and shall not do anything in contravention of this award, but shall in all respects abide by and observe the same. And the Court doth hereby further order and award that the sum of £100 shall be the maximum penalty payable by any party or person in respect of any breach of this award: Provided, however (as provided by the third section of "The Industrial Conciliation and Arbitration 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 this Court doth further order that this award shall take effect from the 15th day of July, 1899, and shall continue in force until the 14th day of July, 1901. And this Court doth further order that a duplicate of this award shall be filed in the Supreme Court of New Zealand, Wellington District, at Wellington.

In witness whereof the seal of the Court hath been hereunto affixed, and the President of the Court hath hereunto set his hand, this 10th day of July, 1899.

(L.S.)

W. B. EDWARDS, President.