

(1225.) CANTERBURY RATTAN AND WICKER WORKERS.\*—AWARD.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of “The Industrial Conciliation and Arbitration Act, 1905,” and its amendments, and in the matter of an industrial dispute between the Canterbury Rattan and Wicker Workers’ Industrial Union of Workers (hereinafter called “the union”) and the undermentioned persons, firms, and companies (hereinafter called “the employers”).

T. H. Fewings, rattan and wicker worker, 145 Tuam Street, Christchurch.

H. Hodges and Co., rattan and wicker worker, Madras Street, Christchurch.

H. Burson and Sons, rattan and wicker workers, Barbadoes Street, Christchurch.

W. Cook, rattan and wicker worker, Madras Street, Christchurch.

W. Munns, rattan and wicker worker, Richmond.

THE Court of Arbitration of New Zealand (hereinafter called “the Court”), having taken into consideration the matter of the above-mentioned dispute and the agreement arrived at by the parties hereto,

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\* For claims of union, see next month (May).

and in order to give effect to the application of all the parties that the terms and conditions thereof be embodied in this award, 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 and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, 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 employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by 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 or person in respect thereof. And the Court doth further order that this award shall take effect from the first day of April, 1907, and shall continue in force until the first day of April, 1909.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 21st day of March, 1907.

W. A. SIM, Judge.

SCHEDULE.

*Hours of Labour.*

1. That the hours of labour be forty-four per week.

*Minimum Wages.*

2. That the minimum wage shall be 1s. 2d. per hour.

*Piecework.*

3. That all piecework be prohibited.

*Overtime.*

4. That overtime be paid for at the rate of one and a quarter time for the first three hours, one and a half time after the first three hours, and double time on Sundays.

*Number of Apprentices.*

5. That the number of apprentices be limited to one boy per three men or fraction of first three.

*Wages of Apprentices.*

6. That the term of apprenticeship be five years. The wages the first year shall not be less than 5s. per week, the second year not less than 10s. per week, the third year not less than 15s. per week, the fourth year not less than £1 per week, and the fifth year not less than £1 5s. per week.

7. That boys other than apprentices may be allowed to do lapping, mottling, and varnishing.

*Holidays.*

8. That the holidays consist of the following: 1st January, 2nd January, Anniversary Day, Good Friday, Easter Monday, Prince of Wales's Birthday, Christmas Day, Boxing Day. These to be given without payment. Work done on Christmas Day or Good Friday shall be paid for at the rate of double time, and other holidays time and a half.

*Under-rate Workers.*

9. Any worker who considers himself incapable of earning the minimum wage may be paid such lower wage as may be from time to time fixed, on the application of the employee, after twenty-four hours' notice to the union, by the Chairman of the Conciliation Board, or such other person as the Court may from time to time appoint for that purpose; and such Chairman or person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Chairman or person may think fit to consider, after hearing such evidence and argument as the union and employee shall offer; and upon granting such a permit, the Chairman or other person shall forward notice thereof to the Inspector of Factories.

9a. Whenever occasion arises for so fixing an employee's wage, it shall be fixed for such a period not exceeding six months as such Chairman or other person shall determine, and after the expiration of the said period until fourteen days' notice shall have been given to him by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability, it may be fixed for such longer period as such Chairman or other person shall think fit.

9b. It shall, notwithstanding the foregoing, be competent for an employee to agree with the president or secretary of the union upon such wage without having the same so fixed.

9c. It shall be the duty of the union to give notice to the Inspector of Factories of every agreement made with an employee pursuant hereto.

9d. It shall be the duty of an employer, before employing a man at a lower wage, to examine the permit or agreement by which such wage is fixed.

*Preference.*

10. If and so long as the worker's union will permit any person now employed in the trade in this industrial district, and any person who may hereafter reside in this industrial district, and who is a competent journeyman, to become a member of the union upon payment of an entrance fee not exceeding 5s., and a monthly payment of 2s., upon the written application of the person so desirous to join the union, without ballot or other election, then and in such case employers shall when engaging workmen 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.

10a. The union shall keep at the office of the Inspector of Factories at Christchurch, or such other place as the Court may appoint, a book to be called "the employment-book," wherein shall be entered the names and exact addresses of all members of the union for the time being out of employment, with a description of the branch of the trade in which each member claims to be proficient, and the names, addresses, and occupations of every employer by whom such member shall have been employed during the preceding one year. Immediately upon such member obtaining employment a note thereof shall be entered in such book. The executive of the union shall use their best endeavours to verify all the entries contained in such book, and the union shall be answerable as for a breach of award in case any entry therein shall in any particular be wilfully false to the knowledge of any officer 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 every employer without fee or charge during office hours. If the union shall fail to keep such employment-book in manner provided by this clause, then and in such case and so long as such failure shall continue, any employer may, if he think fit, employ any person or persons, whether a union member or not, to perform the particular work required to be done, notwithstanding the foregoing provisions. Notice by advertisement in the *Lyttelton Times* and *Daily Press* newspapers, published in Christchurch, shall be given by the union of the place where such employment-book is kept, and of any change in such place.

This award shall come into operation on the 1st day of April, 1907, and shall continue in force until the 1st day of April, 1909, and thereafter shall continue in force until superseded by another award or industrial agreement.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 21st day of March, 1907.

W. A. SIM, Judge

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REASONS FOR AWARD.

This award embodies *in toto* the agreement of the parties.

Dated this 21st day of March, 1907.

W. A. SIM, Judge.

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