

**(4230.) GISBORNE DISTRICT FURNITURE TRADE.—AWARD.**

In the Court of Arbitration of New Zealand, Northern Industrial District. — In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the Gisborne Branch of the Auckland United Furniture Trades' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Carlile, H., cabinetmaker, Te Karaka.

Grundy and Shennan (Limited), cabinetmakers, Gladstone Road, Gisborne.

Hinks, H., cabinetmaker, Grey Street, Gisborne.

Loach Bros., cabinetmakers, Gladstone Road, Gisborne.

Malcolm, F. S., and Co., furniture-salesmen, Gladstone Road, Gisborne.

Miller, G., furniture-salesman, Lowe Street, Gisborne.

Paine, B., wood-turner, Gladstone Road, Gisborne.

Samson Bros., furniture-salesmen, Gladstone Road, Gisborne.

Taylor, C., cabinetmaker, Gladstone Road, Gisborne.

Townley, J., cabinetmaker, Gladstone Road, Gisborne.

Whinray, J., cabinetmaker, Gladstone Road, Gisborne.

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 union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, 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 as from the 14th day of March, 1916, and shall continue in force until the 31st day of December, 1917, and thereafter as provided by subsection (1) (d) of section 90 of the Industrial Conciliation and Arbitration Act, 1908.

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 1st day of April, 1916.

T. W. STRINGER, Judge.

#### SCHEDULE.

##### *Hours of Work.*

1. (a.) Forty-four hours shall constitute a week's work. Time shall be worked between the hours of 7.30 a.m. and 5 p.m. on five

days of the week and between 7.30 a.m. and 12 noon on the day of the weekly half-holiday.

(b.) In establishments in which the hours of work are regulated by the Shops and Offices Act, 1908, and its amendments, the foregoing conditions regarding the hours of work shall not apply so far as furniture-packers are concerned.

#### *Wages.*

2. (a.) The minimum wage to be paid to journeymen cabinet-makers, upholsterers, chair and frame makers, machinists, wood-carvers, turners, and polishers shall be 1s. 6d. per hour, and for picture-frame makers and wire-mattress makers shall be 1s. 4½d. per hour.

(b.) Labourers employed at timber-stacking, furniture-packing, or other unskilled work shall be paid not less than 1s. 1½d. per hour.

(c.) "Upholsterer's work" shall include all kinds of bedding and planning and laying of new carpets and linoleums.

(d.) Wages shall be paid weekly on the employer's premises, and within five minutes of work ceasing.

(e.) One hour's notice shall be given on either side before dismissal or leaving of employment (during which time the worker shall have the right to sharpen his tools if they require sharpening), or one hour's extra time shall be paid, and in such case wages are to be paid immediately.

#### *Overtime and Holidays.*

3. (a.) Overtime for work done before the ordinary hour for commencing work or after the ordinary hour for ceasing work shall be paid for as follows: Time and a quarter for the first two hours, thereafter time and a half up to 10 p.m., and double time from 10 p.m. until the ordinary time for commencing work next day if worked continuously.

(b.) For work done on Sundays, Good Friday, and Christmas Day double time shall be paid, and for work done on Easter Monday, the Sovereign's Birthday, Labour Day, Boxing Day, and New Year's Day, and on the weekly half-holiday time and a half shall be paid.

(c.) No overtime shall be paid until forty-four hours for the week have been worked, provided that the time lost in any one week is lost by the workman by his own default or on his own account.

#### *Classes of Workers.*

4. Four classes shall be recognized—journeymen, improvers, apprentices, and under-rate workers—subject nevertheless to the liberty to employ workers on certain work as herein provided.

*Apprentices.*

5. (a.) Any employer taking an apprentice to learn the trade shall be deemed to undertake the duty which he agrees to perform as a duty enforceable under this award, and shall pay such apprentice not less than the undermentioned rates of wages, namely: For the first year, 9s. per week; for the second year, 13s. per week; for the third year, 17s. per week; for the fourth year, £1 2s. per week; and for the fifth year, £1 10s. per week.

(b.) The period of apprenticeship shall be five years, but three months' probation shall be allowed the first employer of any apprentice to determine his fitness, such three months to be included in the period of apprenticeship; and the obligation of the apprentice to serve his employer shall be deemed to be a duty enforceable under this award.

(c.) At the end of the period of apprenticeship the employer shall give the apprentice a certificate to show that he has served his apprenticeship. Should the employer at any time before the termination of the apprenticeship wish for any reason to dispense with the services of the apprentice he shall give him a certificate for the time served and procure him another employer carrying on business within a reasonable distance of the original employer's place of business, who will continue to teach the apprentice, to pay him the wages prescribed by this award according to the total length of time he has served, and generally to perform the obligation of the original employer: Provided that it shall not be obligatory upon an employer to find the apprentice another employer if he shall so misconduct himself as to entitle the employer to discharge him, but he shall give him a certificate for the time actually served.

(d.) An employer taking an apprentice shall give notice thereof and of the name of the apprentice to the Inspector of Factories within one week after the expiration of the period of probation, and an employer transferring an apprentice to another employer shall similarly within one week thereof give notice of such transfer to such Inspector.

(e.) An employer shall not be deemed to discharge his duty towards an apprentice if he fails to keep him at work owing to slackness of work, but such slackness may form a proper ground for transferring him to an employer willing to undertake the responsibility of teaching him, notwithstanding that such employer may have his full number of apprentices, but no employer shall be permitted to employ more than one such apprentice in each branch.

(f.) When an apprentice is discharged for cause the employer shall send notice of such discharge and of the cause thereof to the local Inspector of Factories.

(g.) All time lost by an apprentice through his own default or through sickness in any year of his apprenticeship shall be made up before such apprentice shall be considered as having entered upon the next succeeding year of his apprenticeship, and the total

period of his apprenticeship shall be extended by a period equal to such lost time, but an apprentice working overtime shall have such time added to his ordinary time in calculating the respective years of his apprenticeship.

(h.) An employer shall not be bound to pay an apprentice for time lost through sickness, or through the default of the apprentice, or by his voluntary absence from work with the consent of his employer.

(i.) When an apprentice has completed four years of his apprenticeship the employer shall be at liberty to employ extra apprentices in the proportion of one to every three or fraction of three apprentices who have served four years.

(j.) Apprentices may be apprenticed to more than one branch of the trade, provided the employer gives notice to the Inspector of Factories of the branches in which he is to be employed.

(k.) The proportion of apprentices to journeymen shall not exceed one to every three journeymen or fraction of three employed in the branch of the trade in which such apprentice is apprenticed.

(l.) For the purpose of determining the number of apprentices the number of journeymen to be taken into account must have been employed by the employer in the branch of the trade to which the apprentice is apprenticed for at least two-thirds full time for the twelve months preceding the taking of the apprentice.

(m.) Any apprentice who has completed his term of apprenticeship may be employed as an improver, either by the employer to whom he has been apprenticed or by any other employer, at the rate of 1s. 1½d. per hour for the first six months after apprenticeship, and 1s. 3d. per hour for the second six months.

(n.) The following special provisions shall apply to picture-frame makers and wire-mattress makers :—

(i.) The term of apprenticeship shall be three years in lieu of five years as provided by clause (b).

(ii.) The rate of wages shall be—For the first year, 10s. per week; for the second year, 17s. per week; for the third year, £1 5s. per week.

#### *Under-rate Workers.*

6. (a.) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b.) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until

fourteen days' notice shall have been given to such worker 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 Inspector or other person may think fit.

(c.) Notwithstanding the foregoing it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d.) It shall be the duty of the union to give notice to the Inspector of Factories of every agreement made with a worker pursuant hereto.

(e.) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

#### *Preference.*

7. (a.) If any employer shall employ any worker coming within the scope of this award who shall not be a member of the union, and who shall not become a member thereof within fourteen days after his engagement and remain such member, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union equally qualified to perform the particular work required to be done, and ready and willing to undertake the same.

(b.) The provisions of the foregoing clause shall operate only if and so long as the rules of the union shall permit any worker coming within the scope of this award of good character and sober habits to become a member of the union upon payment of an entrance fee not exceeding 5s., upon a written application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

#### *Casual Labour.*

8. Nothing herein contained shall be deemed to prevent the employment of boys, at such wages as the employer may think fit, for the purpose of boiling off and attending to glue, helping to cramp, teasing flax, fibre, hair, kapok, flock, and feathers, cleaning up workshop, and general messages.

#### *Helpers.*

9. Helpers may be employed as assistants to machinists and wire-mattress makers in the proportion of one helper to three or fraction of three journeymen employed. Helpers shall be paid at the following rates of pay: Up to sixteen years of age, 15s. per week; sixteen to seventeen years of age, 18s. per week; seventeen to eighteen years of age, £1 2s. per week; eighteen to nineteen years of age, £1 6s. per week; nineteen to twenty years of age, £1 10s. per week; twenty to twenty-one years of age, 10d. per hour.

*General Conditions.*

10. (a.) All travelling-expenses (such to include board and lodging) and the time when travelling are to be paid by the employer. Time occupied in travelling shall be paid for at ordinary rates, but no journeyman shall be paid for more than an ordinary day's wage for any day occupied by him in travelling, although the hours so occupied by him may exceed eight, unless he is on the same day occupied in working for his employer.

(b.) Each employer shall provide and keep a suitable number of benches, cramps, glue-pots, glue-brushes, hand-screws, and a suitable grindstones for the number of men employed, also brushes, rags, and all other materials for polishers. He shall also grant reasonable time before the ordinary hour for ceasing work, and provide facilities for polishers to clean their hands.

(c.) Employees who are required to use their own bicycles during the course of their work shall be paid 6d. per day for each day on which they use the same.

(d.) No piecework shall be permitted.

(e.) No contract work shall be permitted on the premises of any party to this award unless such work is paid for at not less than the wages prescribed by this award.

(f.) If a worker, at the direction of the employer, commences work at any place other than the workshop of the employer he shall be paid for the extra time necessarily involved in commencing at such place instead of at the workshop.

*Scope of Award.*

11. This award shall operate only in that portion of the Northern Industrial District which is included in the Gisborne Judicial District.

*Term of Award.*

12. This award shall come into force as from the 14th day of March, 1916, and shall continue in force until the 31st day of December, 1917.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 1st day of April, 1916.

T. W. STRINGER, Judge.

## MEMORANDUM.

This award embodies without alteration the recommendation of the Council of Conciliation, which the parties agreed to accept.

T. W. STRINGER, Judge.

NOTE.—Section 90, subsection (1) (d), of the Industrial Conciliation and Arbitration Act, 1908, provides that, notwithstanding the expiration of the currency of the award, the award shall continue in force until a new award has been duly made or an industrial agreement entered into, except where the registration of an industrial union of workers bound by such award has been cancelled.