

City of Wellington, then and in such case and thereafter employers shall employ members of the union in preference to non-members, provided that 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: Provided that this clause shall not interfere with engagements subsisting between employers and non-unionists at the time when such amendment as aforesaid shall be made, and notice thereof shall be given and published as aforesaid, but that any employer may continue to employ any journeyman then actually employed by him as theretofore, although such workman may not be a member of the Workers' Union.

16. Until compliance by the Workers' Union with the conditions of the last clause employers may employ journeymen, whether members of the Workers' Union or not; but 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.

17. 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.

18. So soon as the Workers' Union shall perform the conditions entitling the members of the union to preference under the foregoing clauses, and at all times thereafter, the Workers' Union shall keep in some convenient place within one mile from the Chief Post Office, in the City of Wellington, a book, to be called the "employment-book," wherein shall be entered the names and the exact addresses of all members of the Workers' Union for the time being out of employ, and the names, addresses, and occupation of every employer by whom each such journeyman shall have been employed during the preceding two years. Immediately upon such workmen obtaining employment a note thereof shall be entered in such book. The executive of the Workers' 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 in any particular 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 except Saturday, and on that day between the hours of 8 a.m. and noon. If the union fail to keep the employment-book in manner provided by this clause, then in such case, and so long as such failure shall continue, any employer may, if he thinks fit, employ any person or persons, whether a member of the union or not, to perform the work required to be performed, notwithstanding the foregoing provisions. Notice by advertisement in the *New Zealand Times* and in the *Evening Post* newspapers, published at the City of Wellington, shall be given by the union of the place where such employment-book is kept, and of any change in such place.

19. In the construction of this award the word "employer" shall be read as meaning "employers" in the case of firms, but a firm of employers or a company shall have the same rights and privileges under this award as a single employer, and no greater rights or privileges.

20. And the Court doth further order and award that, as between the Workers' Union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions herein contained shall be binding upon the Workers' Union and the members thereof, and the employers and each and every of them; and, further, that the Workers' Union and every member thereof, and the employers and each and every of them, shall respectively do, observe, and perform every act, matter, and thing by the terms, conditions, and provisions of this award on the part of the Workers' 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 the same.

21. 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 the sum of £500.

22. And the Court doth further order that this award shall take effect from the 15th day of July, 1899, and shall continue in force and its provisions may be enforced up to and until the 14th day of July, 1900.

23. And the 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 of Arbitration of New Zealand hath been hereunto put and affixed, and the President of the Court hath hereunto set his hand, this 10th day of July, 1899.

W. B. EDWARDS, President.

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; Kirkcaldie 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 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.