

(39.) DUNEDIN PAINTERS.

In the Court of Arbitration of New Zealand, Otago and Southland 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 Dunedin Painters’ Industrial Union of Workers and P. Omand, of George Street, Dunedin; A. Lees, of George Street, Dunedin; R. Waghorn, of George Street, Dunedin; F. Fogo, of Frederick Street, Dunedin; E. Admore, of Frederick Street, Dunedin; A. Gillies, of Moray Place, Dunedin; T. J. Wright, the younger, of Moray Place, Dunedin; Smith and Smith, of the Octagon, Dunedin; William Timms, of Filleul Street, Dunedin; J. Abbot, of Filleul Street, Dunedin; G. Drew and Co., of St. Andrew’s Street, Dunedin; J. Nesbit, of St. Andrew’s Street, Dunedin; J. Nicholson, of St. Andrew’s Street, Dunedin; Robertson and Rendall, of King Street, Dunedin; F. Johnston, of King Street, Dunedin; T. Lake, of Duncan Street, Dunedin; Baker and Son, of Union Street, Dunedin; William Gillam, of Dundas Street, Dunedin; W. Mitchell, of Dundas Street, Dunedin; J. Wren and Co., of Princes Street, Dunedin; H. S. Fish and Son, of Princes Street, Dunedin; Beck Brothers, of Walker Street, Dunedin; S. Beck, of Maitland Street, Dunedin; H. Bennie, of George Street, Dunedin; M. Miller, of Rattray Street, Dunedin; G. Honeyman, of Russell Street, Dunedin; R. Gartshore, of Russell Street, Dunedin; McGregor Brothers, of Arthur Street, Dunedin; W. Henderson, of Clyde Street, Dunedin; S. Aburn, of Leith Street, Dunedin; Smith and Co., of McLaggan Street, Dunedin; W. Giles and Son, of Burnside; W. Welbourne, of Caversham; T. W. Munro, of Caversham Rise; E. Connor, of South Dunedin; A. Peterson, of South Dunedin; J. Fitzgerald, of South Dunedin; J. Chetwin, of South Dunedin; J. McKenzie, of South Dunedin; T. Fiddis, of South Dunedin; J. Cuddie, of St. Kilda; T. Wren, of Mornington; J. Harvey, of Mornington; C. Fottrell, of

Mornington; Hardish and Proctor, of Mornington; H. Brooks, of Woodhaugh; J. Randell, of Kaikorai; W. Rawlinson, of Kaikorai; W. Sewell and Son, of Kaikorai; W. Knowles, of Kaikorai; J. Smith, of Opoho; M. Smith, of Opoho; T. J. Wright and Son, of North-east Valley; T. Pledger, of Abbott Street, Dunedin; Alfred Lowry, of Bay View Road, South Dunedin; Christopher Hickey, of Mornington; Walter Smith, of Roslyn; John Rigby and Son, of Maori Hill; Robert Watts, of Opoho; James Hughson, of Heriot Row, Dunedin; George Liddle, of Russell Street, Dunedin; and William Graham, of Fernhill Street, Dunedin, all of whom are employers of journey-men painters or are master painters (and all of whom are hereinafter collectively 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 Dunedin Painters' Industrial Union of Workers (hereinafter called "the Workers' Union") by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby 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 set out in the schedule hereto and of this award shall be binding upon the Workers' 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 Workers' 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 observe 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 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. And the Court doth further order that this award shall take effect from the 30th day of November, 1899, and shall continue in force until the 29th day of November, 1901.

In witness whereof the seal of the Court hath been hereto put and affixed, and the President of the Court hath hereto set his hand, this 30th day of November, 1899.

(L.S.)

W. B. EDWARDS, J., President.

THE SCHEDULE REFERRED TO BY THE FOREGOING AWARD.

1. *Hours of Employment.*—The recognised hours of work shall be from 8 a.m. to 5 p.m. on five days of the week, and from 8 a.m. to noon on Saturdays, one hour to be allowed each day for dinner (Saturdays excepted), from the 1st day of August to the 31st day of May (both inclusive); and from the 1st day of June to the 31st day of July from 8 a.m. to 4.30 p.m. on five days in the week, and from 8 a.m. to noon on Saturdays, one half-hour to be allowed each day for dinner (Saturdays excepted).

2. *Wages.*—All journeymen working at any branch of the trade (except as hereinafter mentioned) shall be paid not less than 1s. 3d. per hour.

3. Any journeyman who considers himself not capable of earning the minimum wage may be paid such less wage as may 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 Workers' 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 by any employer 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 Workers' Union requiring his wage to be again fixed in manner prescribed by this clause.

4. *Overtime.*—All time worked beyond the time mentioned in Rule 1, or on holidays, shall be considered overtime, and shall be paid for at the rate of time and a quarter for the first four hours, and time and a half afterwards, on any day except Good Friday, Christmas Day, and Sunday, which shall be paid for at the rate of double time.

5. *Country and Suburban Work.*—“Country work” means work performed by a journeyman or apprentice which necessitates his lodging elsewhere than at his usual place of residence.

6. Any journeyman or apprentice employed in country work shall be conveyed by his employer to and from such work free of charge, or his travelling-expenses going to and returning from such work shall be paid by such employer, but once only during the con-

tinuance of the work, if the work is continuous, and the journeyman or apprentice is not in the meantime recalled by his employer.

7. Any journeyman or apprentice employed upon country work shall be paid, in addition to his wages while employed upon such work, and while going to and returning from the same, and to his overtime (if any) at the rates herein provided, a further sum of 1s. 6d. for every day while so employed.

8. "Suburban work" means work performed by a journeyman or apprentice at a distance of over a mile and a half from his employer's place of business, but which does not come within the definition of "country work."

9. Any journeyman or apprentice employed by his employer upon suburban work shall be conveyed by his employer to and from such work free of charge, or his travelling-expenses going to and returning from such work shall be paid by his employer; and he shall also be paid for his time while going to and returning from such work at the rates herein provided.

10. *Apprentices.*—All boys working in any branch of the trade shall be legally indentured as apprentices for the term of five years, but every boy so employed shall be allowed three calendar months' probation prior to being so indentured.

11. The proportion of apprentices to journeymen employed by any employer shall not exceed one apprentice to every three journeymen or fraction of three.

12. For the purpose of determining the proportion of apprentices to journeymen, in taking any new apprentice the calculation shall be based on a two-thirds full-time employment of the journeymen employed during the previous six calendar months.

13. Arrangements between employers and apprentices existing at the time of the hearing of this dispute in this Court shall not be prejudiced, but any employer then employing any apprentice otherwise than under indentures must procure such apprentice to be indentured within three calendar months after the coming into operation of this award.

14. 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, notwithstanding that such employer has already the full number of apprentices allowed by these conditions.

15. The wages to be paid to apprentices shall be as follows, namely: For the first year, 6s. 6d. per week; for the second year, 10s. per week; for the third year, 15s. per week; for the fourth year, £1 per week; and for the fifth year, £1 5s. per week.

16. *Preference of Unionists.*—If and after the Workers' Union shall so amend its rules as to permit any person of good character and sober habits now employed in the trade in this industrial district, and any other person now residing or who may hereafter reside in this industrial district who is of good character and sober habits, and who is a competent journeyman, to become a member

of the union upon payment of an entrance-fee not exceeding 5s., and of subsequent contributions, whether weekly or not, not exceeding 6d. per week, upon the written application of the person so desiring to enter the Workers' Union, indorsed by two members of the Workers' Union, or accompanied by a satisfactory certificate from some respectable person residing within the industrial district, without ballot or other election, and shall give notice in writing of such amendment with a copy thereof by publishing the same three times in the *Otago Daily Times* and in the *Evening Star*, newspapers published in the City of Dunedin, then and in such case and thereafter employers shall employ members of the Workers' Union in preference to non-members, provided that there are members of the Workers' 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 published as aforesaid, but that any employer may continue to employ any journeyman then actually employed by him in regular employment as heretofore, although such journeyman may not be a member of the Workers' Union.

17. 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 employment 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.

18. 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.

19. So soon as the Workers' Union shall perform the conditions entitling the members of the Workers' 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 Dunedin, a book to be called "the employment-book," wherein shall be entered the names and exact addresses of all the members of the Workers' Union for the time being out of employ, with a description of the branch of the trade in which each such journeyman claims to be proficient, and the names, addresses, and occupations of every employer by whom each such journeyman shall have been employed during the preceding two years. Immediately upon any such journeyman 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 the Workers' Union shall be answerable as for a breach of this

award in case any entry therein shall in any particular be wilfully false to the knowledge of the executive of the Workers' Union, or in case the executive of the Workers' Union 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 Workers' Union fail to keep the 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 so thinks fit, employ any person or persons, whether a member of the Workers' Union or not, to perform the work required to be performed, notwithstanding the foregoing provisions. Notice by advertisement in the *Otago Daily Times* and in the *Evening Star*, newspapers published at the City of Dunedin, shall be given by the Workers' Union of the place where such employment-book is kept, and of any change in such place.

The foregoing paragraphs numbered from 1 to 19 both inclusive embody the terms, conditions, and provisions referred to in the foregoing award, and thereby declared to be incorporated in and to form part thereof.

In witness whereof the seal of the Court of Arbitration of New Zealand hath been hereunto affixed, and the President of the Court hath hereunto set his hand, this 30th day of November, 1899.

(L.S.)

W. B. EDWARDS, J., President.

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