

(30.) CHRISTCHURCH PAINTERS.

In the Court of Arbitration of New Zealand, Canterbury 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 Christchurch Painters’ Industrial Union of Workers (hereinafter called “the union”) and Charles Duggan, Cochrane and Collins, Frederick Buller, William Evans, Henry Rose, John Soanes, George Maxwell, Joseph Wolfred, William Mabley, Charles Mills, Henry Charles Dowle, Austin Griffith, Thomas Webb, Robert Manks, Edward Charles Chegwin, George W. Allan, James Cowley, J. Arthur Lummis, Henry Shave, Stephen Harper, Edward Samuels, Dugald Macmillan, George Duggan, Edward Bond, William Bush and Sons, William Sey, James Hislop, Charles Mazey, James Greig, — Bethel, P. Manhire, Mrs. James Allen, William Parry, England and Martin, Joseph Venables, William Samuels, John Wellesley Smith, John W. Baker, John Wills, Joseph Lee and Sons, Charles Murphy, John Thomson, Harrington and Son, William Nicholls, Bradley Brothers, William G. Mumford, Fredick Mantell, Francis Banks, Thomas Henry Davies, Henry Samuels, Alexander Simpson, Mathew Bishop, Edward Henwood, Thomas Gapes and Co., Thomas Archbold, Frederick Bowen, Joseph Cragg, James Goss, George Fletcher, George Arthur Mazey, Benjamin Button, John A. Paton, Arthur Webb, William H. Downes, Thomas James Archbold, James A. Bowbyes, Richard Jaughin, Alfred Allen, Gerald George Compton, all of Christchurch, master painters (hereinafter called “the employers”).

The Court of Arbitration of New Zealand (hereinafter called “the Court”), having taken in consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard the following employers — namely, B. Button, S. Harper, R. C. Jaughin, W. Mabley, J. A. Lummis, J. A. Paton, F. Bullen, J. Lee and Sons, G. W. Allan, W. H. Nicholls, A. Simpson, G. A. Mazey, Charles Mills, James Greig, Charles Duggan, M. Bishop, Robert Manks, J. W. Baker, F. Mantell, Cochrane and Collins, A. S. Griffiths, England and Martin, D. Macmillan, T. H. Davies, George Duggan, T. J. Archbold, James Hislop, Henry Charles Dowle, William Sey, John Thompson, James Allan—by their representatives duly ap-

pointed, and the firm of Thomas Gapes and Co. by Thomas Gapes (a member of the said firm), and Edward Samuels in person; and having also heard the witnesses called by and on behalf of the union and of the employers respectively, and cross-examined by the said parties respectively, 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 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 the said terms, conditions, and provisions on the part of the union and the members thereof, and on the part of the employers, 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 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 persons 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 £500.

And this Court doth further order that this award shall take effect from the 1st day of March, 1899, and shall continue in force until the 28th day of February, 1901.

And this Court doth further order that a duplicate of this award shall be filed in the Supreme Court of New Zealand, Canterbury District, at Christchurch.

In witness whereof the seal of the Court of Arbitration of New Zealand hath been hereunto affixed, and the President of the said Court hath hereunto set his hand, this 24th day of February, 1899.

W. B. EDWARDS, President.

THE SCHEDULE BEFORE REFERRED TO.

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 12 noon on Saturdays, one hour to be allowed each day for dinner (Saturdays excepted), from the 1st September to the 30th April (both inclusive).

2. And from the 1st May to the 31st August one half-hour for dinner, and to leave off work at 4.30 p.m.; Saturdays, from 8 a.m. to 12 noon.

3. *Rate of Wages.*—All men of the age of twenty-one years and upwards (except those hereinafter mentioned) working at any branch of the trade for any employer shall be paid not less than 1s. $1\frac{1}{2}$ d. per hour.

4. Men who are over the age of fifty-five years may work for a lesser sum than the union rate, but such lesser sum shall not be less than 7s. per day.

5. Subject to condition 8, any workman who is not considered capable of earning 9s. per day shall be paid such lesser sum (if any) as shall from time to time be agreed upon in writing between such workman and the chairman and secretary of the union; and, in default of such agreement, as shall from time to time be fixed in writing by the Chairman of the Conciliation Board for the industrial district upon the application of such workman, after twenty-four hours' notice to the secretary of the union, who shall (if desired by him) be heard by such Chairman upon such application.

6. *Overtime.*—All time worked beyond the time mentioned in Rules 1 and 2 (including 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.

7. *Holidays.*—The following are the holidays to be observed: New Year's Day, Good Friday, Easter Monday, Queen's Birthday, Metropolitan Show Day, Anniversary Day, Christmas Day, Boxing Day. Labour Day shall also be a holiday, but employers may, with the consent of any workman, employ such workman upon that day; but no workman shall be compelled to work upon that day, or be put to any loss or disadvantage by reason of his not doing so.

8. *Union Men to have Preference.*—Employers shall employ members of the Christchurch Painters' Union, or members of any other properly constituted union of painters, in preference to non-members, provided that the members of the union are equally qualified with non-members to perform the particular work to be done, and are ready and willing to undertake it. When non-members are employed there shall be no distinction between members and non-members; both shall work together in harmony, and both shall work under the same conditions and receive equal pay for equal work. The union shall at all times keep, in some convenient place within one mile from the Chief Post-office in Christchurch, 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 employ, with a description of the branch of the trade in which each such workman claims to be proficient; and the names, addresses, and occupations of every employer by whom each such workman shall have been employed during the preceding two years. Immediately upon any such workman obtaining employment a note thereof shall be entered in such book, and any change of address of any such workman shall also forthwith 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 shall be answerable as for a breach of this award in case any entry therein shall 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. If the union fail to keep the employment-book in manner provided by this condition, 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 or members of the union or not, to perform the work required by him to be performed, notwithstanding the foregoing provisions. Notice by advertisement in the two morning daily papers published in Christchurch shall be given by the union of the place where such employment-book shall be kept, and of any change in such place.

9. *Funds.*—Employers shall not place any obstacle in the way of the representatives of the union collecting or endeavouring to collect moneys due to the union from its members, provided the same be done out of working-hours.

10. *Employment of Apprentices.*—All apprentices shall be legally indentured for the term of five years. Shops to be allowed one apprentice every two years.

11. Should an employer from any unforeseen cause be unable to carry out his obligation to his apprentice, it shall be lawful for the apprentice to complete his term with another employer, and such employer already having his full complement of apprentices shall not be debarred from taking on such extra apprentice.

12. *Suburban and Country Jobs.*—All men sent out to a country job shall be conveyed or have their travelling-expenses paid, and their time paid for going and returning, and an addition of 1s. per day or their board when the distance necessitates lodgings.

13. When men are to be sent to a suburban job they shall be at the Town Belt nearest the place at which the work is being carried on at 8 a.m., and then travel in the employer's time to the job.

The foregoing paragraphs numbered from 1 to 13 inclusive embody the terms, conditions, and provisions referred to in the above award, and thereby declared to be incorporated therein and to form part thereof.

In witness whereof the seal of the Court of Arbitration hath been hereunto affixed, and the President of the said Court hath hereunto set his hand, this 24th day of February, 1899.

W. B. EDWARDS, J., President.