

(60.) CHRISTCHURCH PAINTERS.

THIS agreement, made in pursuance of the Industrial Conciliation and Arbitration Act and the Acts amending the same this 10th day of May, 1900, between the Christchurch Painters' Industrial Union of Workers (hereinafter called "the said union") of the one part, and the several persons, companies, and firms whose names are subscribed to this agreement (hereinafter called "the said employers") of the second part.

Now it is agreed between the said union and each and every member thereof, and the said employers parties hereto and each and every of them, in manner following, that is to say,—

That all and singular the terms, conditions, and provisions set out in the schedule hereto shall be deemed to be the terms, conditions, and provisions of this agreement, and shall be binding upon the said union and every member thereof, and the employers parties hereto and each and every of them, as and from the date hereto. That the said union and every member thereof, and the said employers and each and every of them, shall respectively do, observe, and perform every matter and thing which by the terms, conditions, and provisions of the said schedule are required to be done, observed, or performed. The failure by the parties hereto or either or any of them to observe and perform any matter or thing by the terms, conditions, and provisions of the said schedule to be done, observed, and performed, and the doing of anything in contravention thereof, shall constitute a breach or breaches of this agreement within the meaning of the said Act.

A copy of the schedule hereinbefore referred to is annexed to this agreement, and shall be deemed and taken by both parties to this agreement as forming a portion thereof, and to be incorporated in and form part of this agreement as fully and effectually to all intents and purposes as if the same were set out in these presents, instead of being merely annexed thereto.

If either party to this agreement shall in any particular commit or suffer a breach of this agreement, such party shall forfeit and pay a penalty, which shall be enforceable as provided in section 23 of "The Industrial Conciliation and Arbitration Act, 1894."

This agreement shall continue in force and binding upon the parties hereto until the 28th day of February, 1901.

As witness the hands of the parties.

Signatures—

Andrew Swanston, Haigh Brothers (per T. H.), S. Packer,
W. H. Browne, A. C. Jones, A. Barbour, W. Radcliffe,
Mason and Gosdin, J. Irving, Wm. Johnson.

Witnesses—Thos. Hazard, President; Robert Barr, Secretary.

This is a true copy of the schedule referred to in the foregoing agreement of the 10th day of May, 1900, between the Christchurch Painters' Industrial Union of Workers as therein described of the first part, and the employers as herein described of the second part.

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 half-past 4 p.m.; Saturdays, from 8 a.m. to 12 noon.

3. *Rate of Wages.*—All men at 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. 1½d. 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 the 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 employment, with a description of the branch of the trade in which such workman claims to be proficient, and the names and addresses and occupations of every employer by whom each such workman shall have been employed during the preceding two years. Immediately upon 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 if any such 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 each 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 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 of the place where such employment-book shall be kept, and of any change in such place. (N.B.—The above-mentioned book will be kept until further notice in the cabmen's and carriers' telephone-office, Cathedral Square.)

9. *Funds.*—Employers shall not place any obstacle in the way of the representative 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 any 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 such 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 their employer's time to the job.

The foregoing paragraphs numbered 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 has been affixed hereunto, and the President of the said Court hath hereunto set his hand, this 24th day of February, 1899.
