

(95.) CHRISTCHURCH PAINTERS.—AWARD.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of "The Industrial Conciliation and Arbitration Act, 1900"; and in the matter of an industrial dispute between the Christchurch Painters' Industrial Union of Workers (hereinafter called "the union") and the Christchurch Master Painters' Association and the following employers: J. Banks, Bradley Bros., Murphy and Grubb, J. Wills, J. W. Smith, B. P. Manhire, James Greig, E. Henwood, P. Hyman, C. Mazey, J. Heslop, E. Bond, G. Duggan, J. Cowley, E. Chegwin, G. Maxwell, W. Mabley, G. Fletcher, A. Allan, M. Bishop, H. Samuels, Haigh Bros., J. Mazey, Irving and Simpson, Gee Bros., W. B. Scott, E. Munfie, W. Radcliffe, A. Barbour, Hait and Teague, Boshier and Young, J. Downes, F. Bowen, A. Webb, Henry Taylor, E. Button, T. Gapes and Co., J. A. Bowbyes, A. Swanson (hereinafter called "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 union by its representatives duly appointed and the employers by their representatives duly appointed, and such witnesses as were produced before it, doth hereby order and award: That, as between the union and the members thereof and the employers and each of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and the members thereof and upon the employers and each of them, and the said terms shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, the union and the members thereof and the employers and each 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 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. And the Court doth further order that this award shall take effect on the 7th day of October, 1901, and shall continue in force until the 30th day of September, 1903.

In witness whereof the seal of the Court of Arbitration of New Zealand hath been hereto put and affixed, and the President of the Court hath hereunto set his hand, this 14th day of August, 1901.

THEO. COOPER, J., President.

THE SCHEDULE HEREINBEFORE 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 noon on Saturdays, one hour to be allowed each day for dinner (Saturdays excepted), from the 1st day of August till the 31st day of May (both inclusive); and from the 1st day of June till the 31st day of July from 8 a.m. till 4.30 p.m. on five days of the week, and from 8 a.m. till noon on Saturdays, one half-hour to be allowed each day for dinner (Saturdays excepted).

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 the secretary of the 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 may be employed by any employer for such less wage for the period of six calendar months, 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.

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 continuance 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 obligations 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.*—So long as the rules of the union permit any person of good character and sober habits, and a competent

tradesman, to become a member, on payment of an entrance fee not exceeding 5s., upon his written application, without ballot or other election, and so to continue upon contributing subscriptions not exceeding 6d. per week, the employers shall employ members of the union in preference to non-members, provided that there are members available without undue delay equally qualified to perform the particular work; but this award shall not compel any employer to dismiss or give employment to any person now employed by him.

17. So soon as the union shall perform the conditions entitling the members of the union to preference under the foregoing clause, and at all times thereafter, the union shall keep in some convenient place within one mile from the Chief Post-office in the City of Christchurch a book to be called "the employment book," wherein shall be entered the names and exact addresses of all the members of the 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 union shall use their best endeavours to verify all the entries contained in such book, and the 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 union, or in case the executive of the 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 union fail to keep an 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 union or not, to perform the work required to be performed, notwithstanding the foregoing provisions. Notice by advertisement in the *Lyttelton Times* and *Press* newspapers, published in the City of Christchurch, shall be given by the union of the place where such employment-book is kept, and of any change in such place.

18. Until compliance by the union with the conditions of clause 16, employers may employ journeymen, whether members of the union or not; but no employer shall discriminate against members of the 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 union, whether directly or indirectly. When members of the 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.

20. *Holidays.*—The following days shall be holidays: New Year's Day, Good Friday, Easter Monday, King's Birthday, Show Day, Anniversary Day, Christmas Day, Labour Day, Victoria Day, or, if the Duke of York's Birthday is observed, then the Duke of York's Birthday in lieu thereof.

21. *Time of Operation of Award.*—This award shall take effect on Monday, the 7th day of October, 1901, and shall continue in force until the 30th day of September, 1903. The foregoing paragraphs numbered from 1 to 21 (both inclusive) embody the terms, conditions, and provisions referred to in the foregoing award, and are hereby 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 14th day of August, 1901.

THEO. COOPER, J., President.