

FILED IN APRIL.

NELSON INDUSTRIAL DISTRICT.

(695.) NELSON PAINTERS.—AGREEMENT.

(Superseding previous Agreement of 9th September, 1903.)

THIS industrial agreement, made in pursuance of "The Industrial Conciliation and Arbitration Act, 1900," this 19th day of October, 1903, between Messrs. Savage and Sons, J. P. Cooke, H. J. Campbell, George Hinton, Harry Atmore, and Louisson Bros., all of which named are carrying on business as painters and house-decorators in the City of Nelson (hereinafter referred to as the "employers"), of the one part, and the Nelson Painters' Industrial Union of Workers, an industrial Union duly incorporated, and having its registered office at Nelson aforesaid (hereinafter referred to as "the union"), of the other part, whereby it is agreed by and between the said parties hereto as follows:—

HOURS OF EMPLOYMENT.

1. 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 30th day of April; and from the 1st day of May till the 31st day of July from 8 a.m. to 4.45 p.m. on five days of the week, and from 8 a.m. till noon on Saturdays, three-quarters of an hour to be allowed for dinner (Saturdays excepted).

WAGES.

2. 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 incapable of earning the minimum wage may be paid such less wage as may from time to time be fixed in writing by the employer from whom he desires employment and the secretary of the union; and if they shall not agree upon such wage within twenty-four hours after such journeyman shall have applied in writing to the secretary of the union stating his desire that such wage shall be so fixed, it shall be fixed in writing by the Chairman of the Conciliation Board for this industrial district, upon the application of such journeyman, after twenty-four hours' notice in writing to the secretary of the union, who shall if so desired by him, as well as the employer and the journeyman, be entitled to be heard by such Chairman upon 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 six calendar months until fourteen days' notice in writing has been given to him by the secretary of the union requiring his wage to be again fixed in manner prescribed by this clause.

OVERTIME.

4. All work beyond the time mentioned in clause 1 shall be considered overtime, and shall be paid for at the following rates: After 5 p.m. and up to 6 p.m. at the ordinary rate; from 6 p.m. to 9 p.m., time and a quarter; between 9 p.m. and midnight, time and a half; and after midnight and up to 8 a.m. on the following morning, double-time; on Saturdays time and a quarter from 1 p.m. to 5 p.m., and from 5 p.m. to midnight, double time; on Sundays, Christmas Day, and Good Friday, double time; 1st January, 1st February, Easter Monday, King's Birthday, Labour Day, and Boxing Day, time and a half. Any journeyman or apprentice commencing work after 6 a.m. and up to 8 a.m. shall be paid time and a quarter.

COUNTRY AND SUBURBAN WORK.

5. "Country work" means work performed by a journeyman or apprentice at a distance of over eight miles from the Chief Post-office.

6. Any journeyman or apprentice employed in country work shall be conveyed by his employer to and from such place free of charge, or his travelling-expenses going to and returning from such work shall be paid by his 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, a further sum of 1s. for every day while so engaged. Overtime can be worked at the ordinary rate of pay.

8. "Suburban work" means work performed by a journeyman or apprentice at a distance of over three miles or under eight miles from the Chief Post-office.

9. Workmen shall be at the place where the work is to be performed at the hour appointed for the commencement of the work; but if such place is distant more than three miles from the Chief Post-office they shall be paid the ordinary rate of wage for the time occupied in going to and from such work as in the next paragraph set forth. If no conveyance shall be supplied by the employer such time shall be calculated at the rate of four miles for every hour, with a proportionate allowance for more or less than an hour, however and by whatever means the workman may proceed thereto. For

the purposes of this paragraph distances shall be calculated by the nearest public mode of access for foot passengers from the three-mile town boundary.

In these conditions "workmen" shall mean journeymen and apprentices.

APPRENTICES.

10. All boys working in any branch of the trade shall be legally indentured 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 legally made between employers and apprentices at the time of the coming into operation of this agreement shall not be prejudiced, but any employer then employing any apprentice under any verbal arrangement must procure such apprentice to be duly indentured within three calendar months thereafter.

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, viz.: 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.

PREFERENCE.

16. 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 employer 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 agreement shall not compel any employer to dismiss or give employment to any journeyman now employed by him.

17. When members of the union and non-members are employed there shall be no distinction between members and non-members; both shall work in harmony, and shall receive equal pay for equal work.

18. No employer shall discriminate against members of the union, and no employer shall, in the employment and dismissal of

journeymen or in the conduct of his business, do anything for the purpose of injuring the union whether directly or indirectly.

19. Each employer when employing apprentices shall, when called upon to do so in writing by the secretary of the union, give reasonable information to such secretary of the number of apprentices in his employ, and the particulars of their engagements; and shall, if such secretary shall request him to do so, allow such secretary to inspect the deeds of apprenticeship of any apprentice.

20. No employer shall place any obstacle in the way of any representative of the union in the collection of moneys due to the union from its members, provided such collection is not made in working-hours.

21. Any journeyman or apprentice working for other than recognised employers shall receive 1s. per day extra pay.

EMPLOYMENT-BOOK.

22. The union shall keep in some convenient place within half a mile of the Chief Post-office 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 the 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 such workman 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 shall be answerable as for a breach of this agreement 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 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 *Colonist* and *Evening Mail* newspapers published in the City of Nelson shall be given by the union of the place where such employment-book is kept, and of any change in such place, and notice thereof shall also be given in writing to each employer or to the employers' union if an employers' union exists.

23. This agreement shall be filed as an industrial agreement with the Clerk of the Nelson Industrial District forthwith after execution, and shall remain in force for three years from the 1st October, 1903.

24. The industrial agreement filed in the Supreme Court at Nelson on the 9th September, 1903, No. 1/03, is cancelled by this agreement.

In witness whereof the said parties hereto have executed these presents the day and year aforesaid.

J. SAVAGE AND SONS,
(per E. T. SAVAGE).

Signed by Savage and Sons (by Ernest Theodore Savage) in the presence of—F. N. Abercrombie, Clerk.

J. P. COOKE.

Signed by J. P. Cooke in the presence of—Alfred G. Betts, Printer.

H. J. CAMPBELL.

Signed by H. J. Campbell in the presence of—G. H. Webley, Painter.

GEORGE HINTON.

Signed by George Hinton in the presence of—George H. Campbell, Painter.

HARRY ATMORE.

Signed by Harry Atmore in the presence of—George H. Campbell.

LOUISSON BROS.

(Per T. A. LOUISSON).

Signed by Louisson Bros. (by Thomas Alexander Louisson) in the presence of—George H. Campbell, Painter.

[Seal.]

WALTER DE FRERE,
President, Nelson Painters' Union.
G. H. CAMPBELL,
Secretary, Nelson Painters' Union.

The seal of the Nelson Painters' Industrial Union of Workers was hereunto affixed by order of the committee of management, and the signatures of Walter de Frere, president, and George Henry Campbell, secretary, were hereunto subscribed in the presence of—Charles Lucas, painter; James Graham, jun., painter.