

(743.) AUCKLAND HOUSE-PAINTERS.—AWARD.

In the Court of Arbitration of New Zealand, Northern (Auckland) Industrial District.—In the matter of “The Industrial Conciliation and Arbitration Act, 1900,” and its amendment; and in the matter of an industrial dispute between the Auckland House-painters’ Industrial Union of Workers (hereinafter called “the workers’ union”) and the undermentioned persons, firms, and companies (hereinafter called “the employers”): J. K. Alexander, Coombe’s Arcade; Abbersfield and Son, Grey Lynn; P. J. Birch, Upper Queen Street; M. J. Bennett, Karangahape Road; George Bishop, Newmarket; Botrill and Son, Hepburn Street; W. Boyes, Arch Hill; F. Brinsden, Tennyson Street; W. Brinsden, Rose Road; C. Brown, Kyber Pass; J. Benjamin, Victoria Avenue; C. Blomfield, Karangahape Road; C. Bishop, Kyber Pass; J. Blakie, Onehunga; D. Buckley, Russell Street, Arch Hill; F. Bragge, Ponsonby Road; P. Broadwood, Mount Roskill; Nat. Brown, Ponsonby; W. Butler, East Street, Newton; J. J. Caston, Kyber Pass; J. Cooper, Grafton Road; G. W. Crocombe, Mount Roskill; W. Clarke, Grey Lynn; B. Clarke, Mount Eden; W. Davies, Arawa Street; J. Davis, builder, Mount Eden; Dixon and Sons, Sunnyside; E. Dunne, Vincent Street; Ellison and Lymburn, Surrey Street; Elder and Cowie, Freeman’s Bay; Fricker and Sons, Picton Street; W. Fox, Parnell; A. Fussell, Brown Street; R. H. Froude, Queen Street; W. Fulton, O’Neil Street; Griggs Bros., Vermont Street, Ponsonby; J. Graham, Ponsonby; Heron Bros., builders, Newmarket; J. Henderson, High Street; C. C. Hanson, Symonds Street; J. Hough, Victoria Avenue; W. G. Harp, Devonport; Halliday and McAdam, builders, Mount Eden; T. Impey, Queen Street; J. S. Johnstone, Willow Street, Freeman’s Bay; Jesson, Beach Road, Parnell; Kays and Son, Kingsland; Kelsall, Onehunga; J. Lymburn, Grey Lynn; Lewis Bros., View Road, Mount Eden; T. Longville, Victoria Avenue; R. J. Miles, Randolph Street; Manson and Snowdon, Onehunga; D. McKinley, Grey Street; C. Mercer, Victoria Street; McMurtrie, Devonport; F. Marter; E. Melton, Parnell; S. Pearson, Edinborough Street, Newton; J. C. Robinson, Jervois Road; J. C. Rowley, Howick; H. Read,

Mount Roskill ; W. Ramsey, Devonport ; F. Shepherd, Mount Roskill ; D. Simpson, Karangahape Road ; H. Surman, Mount Eden ; A. Service, Mount Eden ; G. J. Thorpe, Mount Eden Road ; W. Taylor, Wyndham Street ; J. and C. Tapper, Parnell ; Ed. Williams, Norfolk Street ; T. Webb, Symonds Street ; W. Webb, Mount Eden Road ; W. J. Wild, Queen Street ; R. Walmsley, Hepburn Street ; T. Wells, North Shore ; T. Willis, Devonport ; W. Webb, Eden Terrace.

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 having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, the time for making the award having been duly extended, 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 and of this award 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 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 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 thereof. And the Court doth further order that this award shall take effect from the 1st day of August, 1904, and shall continue in force until the 1st day of August, 1906.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the President of the Court hath hereunto set his hand, this 14th day of July, 1904.

FREDK. R. CHAPMAN, J., President.

THE SCHEDULE.

1. Forty-four hours shall constitute a week's work. (Agreed to by parties.)

2. The minimum wage for fully competent journeymen painters shall be 1s. 3d. per hour.

3. All boys working at the painting trade shall be legally indentured or apprenticed for five years, and shall not exceed in number one to every four journeymen or fraction of four for each employer or firm of employers. For the purpose of determining the proportion of apprentices the calculation shall be based on a two-thirds full-time employment for six months previous for the average of the journeymen employed. Every apprentice shall be allowed three months' probation previous to being indentured, such time to be counted in the five years if the apprentice be accepted. The wages shall be 6s. 6d. per week for the first year; 10s. per week for the second year; 15s. per week for the third year; £1 per week for the fourth year; and £1 5s. per week for the fifth year. No legal agreement in existence at the date of the acceptance of these conditions shall be interfered with. Should it be the desire of an apprentice, having served five years, to take service in the employment of any employer with a view of improving his general knowledge of the trade, it shall be lawful for him to serve a further term of twelve months at a minimum rate of £1 10s. per week. Should any employer from unforeseen circumstances be unable to carry out his obligation to the apprentice, it shall be allowable for the apprentice to complete his term with another employer; but it shall be incumbent on such employer to notify the secretary of the Auckland House-painters' Union of the date when such apprenticeship begins and ends. (Agreed to by the parties.)

4. No other class of workmen than journeymen and apprentices shall be recognised.

Suburban Work.

5. Work performed elsewhere than at the shop of the employer and over two miles from the fire-bell station in Grey Street, in the City of Auckland, shall be considered suburban work, and journeymen employed thereon shall be allowed and paid for the time reasonably occupied by them in walking to and from such work, or they shall be conveyed to and from such work at the cost of their employers; but no journeyman residing less than two miles by the nearest convenient mode of access for foot-passengers from the place where the work is to be performed shall be entitled to the allowance mentioned in this clause.

If any journeyman is required to use the ferry for the purpose of going to or returning from any place outside his employer's shop where the work is to be performed, his fare shall be paid by the employer.

Country Work.

6. For country work necessitating living from home there shall be paid 1s. per day extra. This payment shall be made alike to

journeymen and apprentices, and shall be in addition to ordinary and overtime pay.

7. Notwithstanding anything in this award contained, any employer and his workman may agree that in respect of any specified country work the hours of work shall be other than those hereinbefore prescribed without payment of overtime, but so that not less than the minimum wages per hour prescribed in this award for ordinary work shall be paid to such workman.

Overtime.

8. Overtime shall be paid for at the following rates : Time and a quarter to be paid from 5 p.m. to 10 p.m. ; time and a half from 10 p.m. to 12 ; double time from midnight to 6 a.m. ; time and a quarter from 6 a.m. to 8 a.m. Saturdays from 12 o'clock noon. New Year's Day, Anniversary Day, Easter Monday, Labour Day, reigning Sovereign's birthday, and Boxing Day, time and a half ; Christmas Day, Good Friday, and Sundays, double time. (Agreed to by parties.)

Under-rate Workmen.

9. Any worker who considers himself, by reason of old age, infirmity, imperfect training, or any other cause, incapable of earning the minimum wage hereby prescribed may be paid such less wage as may be agreed upon in writing between such worker and the secretary or president of the union, and, in default of such agreement, as may be fixed in writing on the application of the worker by the Chairman of the Conciliation Board for this district, or such other person as the Court may from time to time by order appoint. Twenty-four hours' notice in writing of such application shall be given by the applicant to the secretary of the union, and such secretary shall, if he so desire, be heard by the Chairman or such other person upon such application.

Any worker whose wages shall have been so fixed may work and be employed by any employer at such wage for the period of six calendar months thereafter, and after the said period of six calendar months until fourteen days' notice in writing shall have been given him by the secretary requiring him to have his wages again fixed in manner prescribed by this clause.

Preference to Union.

10. So long as the rules of the union permit any person of good character and sober habits 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 of the union equally qualified with non-members to perform the particular work, but this shall not compel an employer to dismiss any person now employed by him.

11. No employer shall, in the engagement or dismissal of his men, discriminate against members of the union, or shall in the conduct of his business do anything, directly or indirectly, for the purpose of injuring the union.

12. Where members of the union and non-members are employed together, they shall work together in harmony, and shall receive equal pay for equal work.

Employment-book.

13. The union shall keep, during office hours, in the office of the Inspector of Awards in the City of Auckland, 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 members claim to be proficient, and the names, addresses, and occupations of every employer by whom such member shall have been employed during the preceding year. Immediately upon such member 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 and his servants 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 failures 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.

Pay-day.

14. Friday shall be pay-day, but if paid on the job Saturday may be made pay-day. (Agreed to by parties.)

Limitation of Award.

15. The award and the conditions thereof are limited to employers whose principal place of business is in the City of Auckland, or within a radius of ten miles from the Chief Post-office, Shortland Street, Auckland.

16. This award shall come into force on the 1st day of August, 1904, and shall remain in force until the 1st day of August, 1906, and shall thereafter continue in force until superseded by another award or an industrial agreement.

In witness whereof the seal of the Court hath hereto been put and affixed, and the President of the Court hath hereto set his hand, this 14th day of July, 1904. FREDK. R. CHAPMAN, J., President.

REASONS FOR AWARD.

The main question involved was the rate of wages for journeymen. These we have fixed at 1s. 3d. per hour. We think that this is in accordance with the employers' evidence. Witnesses said that a properly trained tradesman was worth 1s. 3d. The complaint was that so many were not properly trained and that these would have to be paid 1s. 3d. under the award, as they are now receiving 1s. 1d., which is termed the current wage. We think that this fear arose largely from a misunderstanding of the under-rate clause, which this Court is in the habit of inserting in awards. We were asked by the employers to grade the men, but we find that there are insuperable difficulties in the way of the Court undertaking this. We have, however, given especial attention to the subject of an adequate under-rate clause, which is somewhat more explicit than that commonly used. This in effect will facilitate the grading of men by the automatic operation of the law of supply and demand, and if fairly tried will, we are satisfied, answer all requirements.

FREDK. R. CHAPMAN, J., President.