

## (821.) WANGANUI PAINTERS AND DECORATORS.—AWARD.

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of “The Industrial Conciliation and Arbitration Act, 1900,” and its amendments; and in the matter of an industrial dispute between the Wanganui Painters and Decorators’ Industrial Union of Workers (hereinafter called “the workers’ union”) and the undermentioned persons, firms, and companies (hereinafter called “the employers”):—

Allomes and Tarrant, Painters, Wanganui.  
 Bassett, W. G., Glazier, Wanganui.  
 Campbell and Cronin, Painters, Wanganui.  
 Chisholm and Son, Painters, Wanganui.  
 Dow, J., Painter, Wanganui.  
 Fountain, A. and Co., Signwriters, Wanganui.  
 Hughes, R., Painter, Wanganui.  
 Iremonger, T., Painter, Wanganui.  
 Mailman, J., Painter, Wanganui.  
 Russell and Bignell, Builders, Wanganui.  
 Sparks, T., Painter, Wanganui.  
 Storey, W., Painter, Wanganui.  
 Sparks, F., Painter, Wanganui.  
 Storey, W., Painter, Wanganui.  
 Tingey, R. and E., Painters, Wanganui.  
 Tucker, A., Painter, Wanganui.  
 Wilkie and Chandler, Painters, Wanganui.  
 Wanganui Sash and Door Factory, (Limited), Wanganui.

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, 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 January, 1905, and shall continue in force until the 1st day of January, 1907.

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 23rd day of December, 1904.

FREDK. R. CHAPMAN, J., President.

### THE SCHEDULE.

#### *Hours of Labour.*

1. Where this award is applicable to painters and decorators employed in any factory or business where the principal business is not that of painters or decorators, but where painting and decorating is subsidiary to and part only of such principal business, the hours of labour for such painters and decorators shall be the hours observed generally in the principal business.

2. The hours of labour for painters and decorators employed by all master painters and decorators shall be from 8 a.m. to 5 p.m. on five days of the week, and from 8 a.m. till noon on Saturdays, from the 1st day of September to the 30th day of April (both inclusive), one hour to be allowed each day for dinner (Saturdays excepted), and from the 1st day of May to the 31st day of August (both inclusive) the hours of labour shall be from 8 a.m. till 4.30 p.m. on five days of the week, and from 8 a.m. till noon on Saturdays, half an hour to be allowed each day for dinner (Saturdays excepted).

#### *Overtime.*

3. All work worked beyond the time mentioned in the foregoing rules 1 and 2 shall be considered overtime, and shall be paid for at the following rates: Time worked from the ordinary hour of ceasing work up to 8 p.m. and midnight, time and a half; between midnight and the ordinary hour for commencing work, double time; on Saturdays, from the ordinary time of closing till midnight, time and a half; on Sundays, Christmas Day, Boxing Day, Good Friday, Easter Monday, Sovereign's Birthday, and Labour Day, double time.

4. If a worker is required to start work earlier than 8 a.m. he shall be paid overtime at the following rates: Before 6 a.m., double time; from 6 a.m. till 8 a.m., time and a quarter.

5. Overtime rates shall not apply to country work, but no workmen shall work longer than ten hours in any day.

*Pay-day.*

6. All wages earned by any journeyman or apprentice in any one week shall be paid to him in cash by his employer on the Friday in that week; but if any journeyman or apprentice is working away from his employer's place of business, such wages may be paid on the following Saturday at the place where such journeyman or apprentice is so working.

*Minimum Rate of Wages.*

7. All journeymen painters, paperhangers, glaziers, grainers, and decorators, and all journeymen working at any branch of the trade shall be paid not less than 1s. 3d. per hour.

*Apprentices.*

8. 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.

9. The proportion of apprentices to journeymen employed by any employer shall not exceed one apprentice to every three journeymen or fraction of three. 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 for the six previous calendar months.

10. Arrangements legally made between employers and apprentices at the time of the coming into operation of this award 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.

11. If any employer shall from any unseen cause be unable to fulfil his obligation to an apprentice, it shall be lawful for such apprentice to complete his term with another employer, and such employer may take and employ such apprentice, notwithstanding that he has already the full number of apprentices allowed by these conditions.

12. Should any apprentice show lack of interest in his work, his employer may report the same to the union in writing, and if considered desirable, the union to take such steps as it deems necessary to relieve his employer.

*Wages for Apprentices.*

13. The wages to be paid to apprentices shall be as follows: 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; for the fifth year, £1 5s. per week.

*Preference.*

14. If the rules of the workers' union permit any person of good character and sober habits now employed in the trade in this

industrial district, and any other person residing, or who may hereafter reside in this industrial district, who is of good character and of sober habits, to become a member of such union upon payment of an entrance fee not exceeding 5s., and of subsequent contributions, whether payable weekly or otherwise, not exceeding 6d. per week, upon a written application of the person so desiring to join the workers' union, then and in such case and thereafter 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 required to be done, and ready and willing to undertake it. Nothing in this clause contained shall be deemed to prevent any employer from continuing in his employment any journeyman legally employed by him at the time of the coming into operation of the award, dated 24th February, 1902, notwithstanding that such journeyman may not be a member of the workers' union.

15. No employer shall discriminate against members of the workers' 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 workers' union, whether directly or indirectly.

16. When members of the workers' 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.

17. Each employer employing apprentices shall, when called upon to do so in writing by the secretary of the workers' 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 such apprentices.

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

#### *Employment-book.*

19. The workers' union shall keep in the office of the Inspector of Factories at Wanganui a book to be called "the employment-book," wherein shall be entered the names and exact addresses of all members of the workers' union for the time being out of employment, 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 year. Immediately upon any such workman obtaining employment, a note thereof shall be entered in such book. The executive of the workers' union shall use their best endeavours to verify all the entries con-

tained in such book, and shall be answerable as for a breach of this award 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 during office hours. 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 *Wanganui Chornicle* and in the *Wanganui Herald* shall be given by the union of the place where such employment-book is kept.

#### *Under-rate Workmen.*

20. (a.) Any worker who considers himself incapable of earning the minimum wage in paragraph (2) hereof fixed may be paid such lower wage as may from time to time be fixed, on the application of the employee, by the Stipendiary Magistrate sitting at Wanganui or by such other person as the Court may appoint for that purpose, having regard, in so fixing such wage, to the worker's capability, the branches of the trade in which he is proficient, his past earnings, and such other circumstances as such Magistrate or person may think fit to consider, and upon granting such a permit the Magistrate or other person shall forward notice thereof to the Inspector of Factories.

(b.) Whenever occasion arises for so fixing an employee's wage, it shall be fixed for such period not exceeding six months as such Magistrate or other person shall determine, and after the expiration of the said period until fourteen days' notice shall have been given to him by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that, in the case of any person whose wage is so fixed, by reason of old age or permanent disability, it may be fixed for such longer period as such Magistrate or other person shall think fit.

(c.) It shall, notwithstanding the foregoing, be competent for an employee to agree with the president or secretary of the union upon such wage without having the same so fixed.

(d.) It shall be the duty of the union to give notice to the Inspector of Factories of every agreement made with an employee pursuant hereto.

(e.) It shall be the duty of every employer before employing a man at such lower wage to examine the permit or agreement by which his wage is fixed.

#### *Country Work.*

21. Country work means work performed by a journeyman or apprentice at a distance of over three miles from the post-office, Wanganui.

22. Any journeyman or apprentice employed in country work shall be conveyed by his employer to and from work free of charge, or his expenses going to and returning from such work shall be paid by such employer, but once only during the continuance of the work, if such work is continuous and the journeyman or apprentice is not in the meantime recalled by his employer.

23. Any journeyman employed upon country work shall be paid, in addition to his wages, a further sum of 1s. for each working day while he is so employed towards his extra expenses.

24. Apprentices working upon country work shall be provided with suitable board and lodging by his employer.

25. For the purposes of clauses numbered 21 to 24, both inclusive, distances shall be reckoned by the ordinary means of transit.

#### *Subletting.*

26. No employer shall sublet work or give piecework to any worker, and any employer so acting, or any worker taking work in such manner as is hereby forbidden, shall be deemed to have committed a breach of this award.

#### *Scope of Award.*

27. This award shall bind the parties hereto and all persons hereafter entering into business within a radius of ten miles from the Wanganui Post-office.

28. This award shall come into force on the 1st day of January, 1905, and shall continue in force until the 1st day of January, 1907, and thereafter shall continue in force until superseded by a new award or an industrial agreement.

In witness, the seal of the Court of Arbitration hath hereunto been put and affixed, and the President of the Court hath hereunto set his hand, this 23rd day of December, 1904.

FREDK. R. CHAPMAN, J., President.

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#### REASONS FOR AWARD.

The whole of this award, excepting the clause fixing wages, represents the agreement of the parties. The clauses have been modified in some instances to make them more workable, but without departing substantially from what was agreed to.

Clause 20 is a new under-rate clause, which the Court thinks will render the wages clause more workable than heretofore and more acceptable to the parties. Parties are referred to the reasons of the Court for the Nelson Carpenters' award for further explanation of this clause.

FREDK. R. CHAPMAN, J., President.