

(4372.) DUNEDIN PAINTERS.—AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the Dunedin Painters' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Dunedin Master Painters' Industrial Union of Employers
(Hugh Mitchell, Secretary), Exchange Buildings.

Abbot, John, painter, 9 Hanover Street, Dunedin.

Aburn, S. F., 245 Princes Street, Dunedin.

Aburn, W., 117 Cumberland Street, Dunedin.

Admore, E. C., Gladstone Road, North-east Valley.

Aitken, John, 30 McBride Street, South Dunedin.

Arundel, Edward, Mosgiel.

Baird, John, and Laurie, Robert, 35 New Street, Musselburgh.

Baker, James C., 390 Castle Street, Dunedin.

Barnes, William, 61 High Street, Dunedin.

- Barton, W. H., 25 Milton Street, Mornington.
 Baxter and Findlay, 126 Albany Street, Dunedin.
 Beck Bros., 183 Walker Street, Dunedin.
 Bentley, Joseph G., 292 Moray Place, Dunedin.
 Binnie, Hugh Allen, 114 Bay View Road, South Dunedin.
 Bolton, Samuel Thomas, 13 Filleul Street, Dunedin.
 Brooks, F. R., 6 Brunswick Street, South Dunedin.
 Brooks, J. C., Reid Road, South Dunedin.
 Caddie, Thomas, Green Island.
 Campbell, Allan, 46 Driver Street, St. Kilda.
 Campbell, Allan Brock, 23 College Road, Caversham.
 Chetwin, John, 12 Nicholson Street, South Dunedin.
 Christie, Robert, 43 Hood Street, Roslyn.
 Crossland, Shaw, Green Cliff, St. Clair.
 Davidson, Thomas, Grant Street, Ravensbourne.
 Duncan, Robert, Queen's Crescent, St. Kilda.
 Dunedin City Corporation.
 Fiddis, Thomas, and Son, 9 Oxford Street, South Dunedin.
 Fitzgerald, Phillip, 111 King Edward Street, South Dunedin.
 Fletcher Bros., builders, Cameron Street, Caversham.
 Fogo, Andrew L., 21 Frederick Street, Dunedin.
 Fraser, Robert H., Moray Place, Dunedin.
 Galloway, George, and Gibson, Peter, 84 Walker Street, Dunedin.
 Giles, Albert G., Green Island.
 Giles, Henry W., 76 Fitzroy Street, South Dunedin.
 Gillies, Alexander, 277 Moray Place, Dunedin.
 Gregory, J. and R., Ravensbourne.
 Guest and Co., Mosgiel.
 Harvey, George, 6 Lawrence Street, Roslyn.
 Honeyman, Alexander, 7 Adam Street, Dunedin.
 Hughson, Robert, 58 Filleul Street, Dunedin.
 Irvine Bros., 24 Bay View Road, South Dunedin.
 Irvine, Edmond George, 19 Peter Street, Caversham, Dunedin.
 Kempton, William F., 26 Larkworthy Street, South Dunedin.
 King, Alfred, 18 Crown Street, Glenroy, North-east Valley.
 King, Andrew, Glasgow Street, South Dunedin.
 Knowles, W. F., 33 Tay Street, Roslyn.
 Lake, Thomas, 39 Stuart Street, Dunedin.
 Lees, Andrew (Limited), 68 George Street, Dunedin.
 Lethaby, Henry, 46 Queen's Drive, St. Kilda.
 Love Bros., Port Chalmers.
 McCallum and Co., 114 Crawford Street, Dunedin.
 McGill and Sons, Moray Place, Dunedin.
 McGregor, Peter M., St. Ann's Road, Mornington.
 McKenzie, John, King Edward Street, South Dunedin.
 McMillan, Alexander, 16 St. Andrew Street, Dunedin.
 Mack, J. J., signwriter, George Street, Dunedin.

- May, William J., 40 Law Street, Caversham, Dunedin.
 Mercer, R., Wesley Street, South Dunedin.
 Millward, William T., signwriter, St. Andrew Street, Dunedin.
 Mitchell, William C., 429 George Street, Dunedin.
 Nicholson, James William, 695 Cumberland Street, Dunedin.
 Nisbit, James, 26A St. Andrew Street, Dunedin.
 O'Connell, Cornelius, 39 Brown Street, Dunedin.
 Oliver, John H., 400 Moray Place, Dunedin.
 Omand Bros., 155 George Street, Dunedin.
 Otago Harbour Board, Dunedin.
 Page, John Leonard, Bay View Terrace, Ravensbourne.
 Pledger, John H., 49 Littlebourne Road, Dunedin.
 Port Chalmers Marine Repair Works, Port Chalmers.
 Randle, Charles, 9 Church Street, Roslyn.
 Randle, John Daniel, North View Crescent, Morningson.
 Rigby, Alexander G., 3 Cannington Road, Maori Hill.
 Rigby, John W., 2 Brent Street, Maori Hill.
 Robertson, David, 274 Cumberland Street, Dunedin.
 Robertson, George, James Place, Morningson.
 Robertson, George, 665 Great King Street, Dunedin.
 Ross and Glendining, Roslyn.
 Sandilands, Richard, 64 Queen's Drive, Musselburgh.
 Saul, A., 2 Walburton Terrace, North-east Valley.
 Scott, David, 466 Moray Place, Dunedin.
 Seddon, J. and E., Longworth, Ellis Road, St. Clair.
 Sewell and Sons, Chapman Street, Roslyn.
 Shephard, Walter N., 34 Clyde Street, Dunedin.
 Smith and Smith (Limited), 21 Octagon, Dunedin.
 Smith, H., contractor, Serpentine Avenue, Dunedin.
 Smith, Matthew, Ravensbourne.
 Steel, James, Green Island.
 Tanner, Henry, 33 Filleul Street, Dunedin.
 Taylor, W. W., 12 Prendergast Street, South Dunedin.
 Timms, William T., 50 Chalmers Street, North-east Valley.
 Tyrrell, A. E., Bath Street, Dunedin.
 Union Steamship Company, Dunedin and Port Chalmers.
 Walker, Archibald, 547 Cargill Road, South Dunedin.
 Walker, John, 219 Maclaggan Street, Dunedin.
 Wallace, W. H., Dalry Street, Morningson.
 Withers, George, Outram.
 Wren, James, and Co., 222 Princes Street, Dunedin.
 Wren, Thomas, 4 Campbell Street, Morningson.
 Wright, Frederick S., Main Road, North-east Valley.
 Wright, Thomas J., 219 Moray Place, Dunedin.

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, and the time for making this 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 6th day of August, 1916, and shall continue in force until the 6th day of August, 1918, and thereafter as provided by subsection (1) (d) of section 90 of the Industrial Conciliation and Arbitration Act, 1908.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 22nd day of July, 1916.

T. W. STRINGER, Judge.

SCHEDULE.

Hours of Work.

1. The hours of work for all journeymen and apprentices employed in any branch of the trade shall be from 8 a.m. to 12 noon and from 1 p.m. to 5 p.m. on five days of the week, and from 8 a.m. to 12 noon on Saturdays, from the 1st day of August to the 30th day of April, both days inclusive; and from the 1st day of May to the 31st day of July the hours of work shall be from 8 a.m. to 12 noon and from 12.30 to 4.30 p.m. on five days of the week, and from 8 a.m. to noon on Saturdays.

Rate of Wages.

2. All journeymen painters, paperhangers, glaziers, grainers, signwriters, decorators, and all other journeymen working at any branch of the trade shall be paid not less than 1s. 4½d. per hour.

Overtime.

3. (a.) All time worked beyond the time mentioned in clause 1 hereof shall be considered overtime, and shall be paid for as follows: Time and a quarter from the ordinary hour of ceasing work up to 8 p.m.; between 8 p.m. and midnight, time and a half; between midnight and the ordinary hour for commencing work, double time; and on Saturdays, from the ordinary time of closing till midnight, time and a half.

(b.) If a workman is required to commence work before 8 a.m. on any working-day he shall, if the hour at which he is required to commence his work be earlier than 6 a.m., be paid double time for all time worked up to 8 a.m., and if the said hour of commencement is not earlier than 6 a.m. he shall be paid time and a half for work done up to 8 a.m.

(c.) Any work done on Sunday, Christmas Day, Good Friday, or Labour Day shall be paid for at the rate of double time, and on the other holidays at the rate of time and a half.

Holidays.

4. The following shall be the recognized holidays: 1st and 2nd January, Good Friday, Easter Monday, Labour Day, King's Birthday, Christmas Day, Boxing Day, and the day appointed for the painters' annual picnic.

Payment of Wages.

5. (a.) All wages earned by any journeyman or apprentice in any one week shall be paid to him by his employer on Friday in each week, and wherever paid the said wages shall be paid within fifteen minutes after the time for leaving off work. In the event of any journeyman being discharged he shall be paid the wages due to him in full immediately upon his discharge.

(b.) Where men are discharged they shall be allowed time, not exceeding one hour, to get their tools from the job they were working at, provided that in the event of any worker being notified before he leave the job no such allowance shall be made.

(c.) Men working at distant country places may make special arrangements with their employers for payment to their families or otherwise on their written order, but the employer must produce a written agreement or permit to justify a departure from the provisions of the first paragraph of this clause.

Country Work.

6. (a.) "Country work" means work performed by a journeyman or apprentice which necessitates his lodging elsewhere than at his usual place of residence.

(b.) Any journeyman or apprentice employed upon 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 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.

(c.) Any journeyman or apprentice employed upon country work shall be paid, in addition to his wages while employed on such work and while going to and returning from the same, and to his overtime (if any) at the rate herein provided, a further sum of 2s. for every day whilst so employed; but the employer shall have the option of providing the journeyman or apprentice with suitable board and lodging in lieu of such payment.

(d.) Notwithstanding anything in this award contained any employer and his worker 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 by this award for ordinary work shall be paid to such worker.

Suburban Work.

7. (a.) "Suburban work" means work done at a distance of over a mile and a half from the employer's principal place of business, and which does not come within the definition of country work.

(b.) Each worker shall be at his employer's place of business at the hour appointed for the commencement of work, but if previously required so to do he shall go directly to the place where the work is to be done, and if the distance required to be travelled to reach such place shall be more than one mile and a half from the residence of such worker he shall be paid at the ordinary rate of wages for the time taken in going to such work for the excess of such distance, reckoning the time taken at the rate of four miles per hour however or by whatever means he may proceed thereto.

(c.) Any worker employed by his employer upon suburban work to reach which a conveyance is required shall be conveyed by his employer to and from such work free of charge, or his travelling-expenses to and from such work shall be paid by his employer, and he shall also be paid at ordinary rate for his time while going to and returning from such work. Any work coming within this clause is excluded from the operation of the preceding clause.

(d.) A worker employed on suburban work shall continue to work after 5 p.m. on five days of the week or 12 noon on Saturdays until the time of departure of the ordinary conveyance, such additional time to be counted as ordinary time and not as overtime.

Apprentices.

8. (a.) Any employer taking an apprentice to learn the trade shall be deemed to undertake the duty which he agrees to perform as a duty enforceable under this award, and shall pay such apprentice not less than the undermentioned rate of wages, namely: 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, £1 5s. per week; and for the fifth year, £1 10s. per week.

(b.) The period of apprenticeship shall be five years, but three months' probation shall be allowed the first employer of any apprentice to determine his fitness, such three months to be included in the period of apprenticeship; and the obligation of an apprentice to serve his employer shall be deemed to be a duty enforceable under this award.

(c.) At the end of the period of apprenticeship the employer shall give the apprentice a certificate to show that he has served his apprenticeship. Should the employer at any time before the termination of the apprenticeship wish for any reason to dispense with the services of the apprentice he shall give him a certificate for the time served and procure him another employer carrying on business within a reasonable distance of the original employer's place of business, who will continue to teach the apprentice, to pay him the wages prescribed by this award according to the total length of time he has served, and generally to perform the obligation of the original employer: Provided that it shall not be obligatory upon an employer to find the apprentice another employer if he shall so misconduct himself as to entitle the employer to discharge him, but he shall give him a certificate for the time actually served.

(d.) An employer taking an apprentice shall give notice thereof and of the name of the apprentice to the Inspector of Factories within one week after the expiration of the period of probation, and an employer transferring an apprentice to another employer shall similarly within one week thereof give notice of such transfer to such Inspector. If requested to do so by the union the Inspector shall supply to the union the particulars obtained by him in this way with regard to any particular apprentice or apprentices.

(e.) An employer shall not be deemed to discharge his duty towards his apprentice if he fails to keep him at work owing to slackness of work, but such slackness may form a proper ground for transferring him to a master willing to undertake the responsibility of teaching him.

(f.) When an apprentice is discharged for cause the employer shall send notice of the discharge and of the cause thereof to the Inspector of Factories.

(g.) 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.

(h.) All time lost by an apprentice either through his default or through sickness in any year of his apprenticeship shall be

made up by him before such apprentice shall be considered to have entered upon the next succeeding year of his apprenticeship.

(i.) Any overtime worked by an apprentice shall be paid for at the rate of not less than 6d. per hour to the end of the third year, and not less than 9d. per hour for the remainder of his term of apprenticeship.

(j.) Employers shall provide each apprentice with a duster, putty-knife, glazing-knife, tack-hammer, and paperhanging-brush and scissors, with the addition of all tools necessary for the work required to be done, but once only during his term of apprenticeship.

(k.) An employer may take another apprentice to the sign-writing branch of the trade at any time after his last apprentice in such branch is in the fourth year of his apprenticeship.

Under-rate Workers.

9. (a.) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b.) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker 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 Inspector or other person shall think fit.

(c.) Notwithstanding the foregoing it shall be competent for a worker to agree in writing 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 a worker pursuant hereto.

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

Preference.

10. (a.) If any employer shall hereafter engage any worker who shall not be a member of the union, and who within one week after his engagement shall not become a member of the union and remain such member, the employer shall dismiss such worker from his

service if requested to do so by the union, provided there is then a member of the union equally qualified to perform the particular work required to be done, and ready and willing to undertake the same.

(b.) Whenever an employer shall employ any worker who is not a member of the union he shall within twenty-four hours thereafter give notice in writing of such employment to the secretary of the union.

(c.) The provisions of the foregoing clause shall operate only if and so long as the rules of the union shall permit any journeyman of good character and sober habits to become a member of the union upon payment of an entrance fee not exceeding 5s., upon written application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

Brushware.

11. Employers shall provide all brushware except dusters, paper-hangers' laying-on brush, and all grainers' tools.

Application of Award.

12. Nothing in this award shall apply to storemen or shopmen unless such men are engaged glazing, but they may handle plate glass or do odd jobs of glazing. "Odd jobs" of glazing to mean old sashes brought into the shop to glaze, emergency repair work outside, or new work not exceeding five pairs of sashes in any one day.

Special Provisions as to Ship-work.

13. (a.) "Skilled painters' work" in connection with ships means painting first- and second-class passenger accommodation and forecastles, flattening, enamelling, graining, gilding, or writing names, also painting in oil in connection with any of the foregoing.

(b.) The provisions of clause 10 hereof shall apply to the Union Steamship Company of New Zealand (Limited), but the other provisions hereof shall not apply to the said company. The following special provisions shall apply to the said company:—

(c.) The 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 (both days inclusive); and from the 1st day of May to the 31st day of July (both inclusive) from 8 a.m. to 4.30 p.m. on five days of the week, and from 8 a.m. to noon on Saturdays, half an hour to be allowed for dinner each day (Saturdays excepted).

(d.) All journeymen working at any branch of the trade shall be paid not less than 1s. 4½d. per hour.

(e.) All time worked beyond the hours mentioned in clause (c) shall be paid for at the rate of time and a quarter for the first two hours, and time and a half afterwards up to the ordinary time of starting work next day.

(f.) All work done on Sunday, Christmas Day, or Good Friday shall be paid for at the rate of double time.

(g.) All work done on New Year's Day, Easter Monday, the King's Birthday, Labour Day, and Boxing Day shall be paid for at the rate of time and a half.

(h.) Any worker engaged in Port Chalmers and sent to work in Dunedin shall be paid his second-class return fare by the railway, and he shall also be paid at ordinary rates for the time occupied in travelling one way only.

(i.) When the company has not on the previous day informed any such worker that he is to be sent to Dunedin to work the company shall pay for his meals while he is at work in Dunedin at the rate of 1s. per meal. When the worker has been informed on the previous day as aforesaid he shall provide his own lunch, but if he is kept to work overtime the company shall pay for his other meals while he is at work.

(j.) When any worker is engaged at Dunedin or Port Chalmers to work at any other port he shall be conveyed by the company to and from such port free of charge, but once only during the continuance of such work, and he shall be paid at ordinary rates for all time occupied in travelling during ordinary working-hours, and also during the hours from 8 a.m. to 5 p.m. on Sunday; and the company shall also provide him with suitable board and lodging while he is engaged on work at such other port.

(k.) Existing arrangements with or relating to apprentices now serving the company may continue, provided that if the company wishes such arrangements to continue it shall forward the names of its present apprentices to the Inspector of Factories within one month after the filing of this award.

Scope of Award.

14. The operation of this award is limited to the area lying within a radius of twenty miles from the Chief Post-office in the City of Dunedin.

Term of Award.

15. This award shall come into force on the 6th day of August, 1916, and shall continue in force until the 6th day of August, 1918.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 22nd day of July, 1916.

T. W. STRINGER, Judge.

MEMORANDUM.

The principal questions in dispute in this case were as to (1) wages, (2) suburban work, and (3) definition of "skilled painters' work" in connection with ship-work.

Wages.—It was strongly contended on behalf of the union that, as it had recently been agreed in Wellington between the employers

and workers that the minimum rate of wages in this industry should be 1s. 6d. per hour, that rate should be adopted as the minimum wage in this award. The majority of the Court, however, are unable to adopt this contention. The fact that employers and workers in any district have agreed to a minimum wage is always regarded by the Court as strong evidence that such wage is a fair and reasonable one, and, other things being equal, is frequently adopted by the Court as the minimum wage for the purpose of an award made later in that industry in another district. It cannot, however, in the opinion of the majority of the Court, be accepted as a hard-and-fast rule, for to do so would mean that the rate was determined not by the judgment of the Court as to what was fair and reasonable, but by an agreement of parties in a particular district as a result possibly of purely local considerations. In the present instance the agreement arrived at in Wellington may be due to the fact that, owing to an abnormal demand for workers in consequence of an abundance of local work in the industry, workers have been able to avail themselves of the law of supply and demand and secure better terms for themselves than the conditions in other districts would reasonably permit. It would be unfair to impose these terms upon employers in other districts where the conditions of trade are normal, if not subnormal. Moreover, the rate of 1s. 4½d. per hour as fixed by this award is the rate prevailing in many other districts, and to raise it now to 1s. 6d. would be to disturb the relative position of workers in this industry to workers in other equally skilled employments, and would lead to dissatisfaction and unrest in those employments. Mr. McCullough desires to record his disagreement with the above. He thinks the minimum rate should be fixed at 1s. 6d. in accordance with the Wellington agreement.

Suburban Work Clause.—The Court has settled this clause.

Ship-work.—The parties agreed to a definition of "skilled painters' work" which has been embodied in the award.

T. W. STRINGER, Judge.