

NORTHERN (AUCKLAND) INDUSTRIAL DISTRICT.

(4402.) NORTHERN DISTRICT (EXCEPT GISBORNE JUDICIAL DISTRICT) PAINTERS AND DECORATORS.—AWARD.

In the Court of Arbitration of New Zealand, Northern 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 Auckland Painters' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Adams Bros., painters, Church Street, Onehunga.

Alderton, F. R., builder, Whangarei.

Ansell, E., painter, Te Puke, Bay of Plenty.

Auckland Builders' Association, 303 Victoria Arcade, Auckland.

Auckland City Council, Coburg Street, Auckland.

Auckland Electric Tramways Company, Customs Street, Auckland.

Auckland Gas Company, Wyndham Street, Auckland.

Auckland Guild of Master Painters, Albert Street, Auckland.

Auckland Harbour Board, Customs Street, Auckland.

Auckland Hospital and Charitable Aid Board, Auckland.

Auckland Racing Club, Shortland Street, Auckland.

Auckland Silvering and Bevelling Company, painters, Hobson Street, Auckland.

Bagnall, E. E., builder, Balmoral Road, Mount Eden.

Bailey and Lowe, boatbuilders, Northcote.

Bailey, C., boatbuilder, Customs Street, Auckland.

Bambury, J. W., and Son, builders, Marama Avenue, Epsom.

Banks, G., builder, Devonport.

Bell, B. C., painter, Wynyard Road, Mount Eden.

Bennett, A., painter, Balmoral Road, Mount Eden.

Bennett, M. J. (Limited), painters, Karangahape Road, Auckland.

Bevege, G. J., painter, Te Kuiti.

Bickers, H. J., painter, Tauranga.

Birch and Bradshaw, painters, Eden Terrace, Auckland.

Bishop, Charles, painter, Khyber Pass, Newmarket.

Bishop, G., painter, Newmarket.

Blackie, J., painter, Onehunga.

Blomfield, Clyde, and Co., builders, Ponsonby Road, Auckland.

Bloxham, H., painter, Mountain Road, Mount Albert.

Boyes, W. E., painter, Avondale.

Bradley, W. H., painter, Helensville.

Bradney and Binns, shipowners, Auckland.

- Brett Printing Company, Auckland.
 Brown, C., painter, Khyber Pass, Newmarket.
 Brown, F., painter, Grange Road, Mount Eden.
 Brown, F., painter, Ponsonby Road, Auckland.
 Brown, W. H., builder, Customs Street West, Auckland.
 Bull, G., painter, Westbourne Road, Remuera.
 Burnitt, H., painter, Symonds Street, Auckland.
 Butterworth, E., builder, Manurewa.
 Campbell and Ehrenfried, brewers, Auckland.
 Campbell and Johnson, painters, Rotorua.
 Carmichael, T., painter, Whangarei.
 Cashmore Bros., sash and door factory, Cox Street, Auckland.
 Chadwick, J. W., painter, Great North Road, Grey Lynn, Auckland.
 Chandler and Co., Hobson Street, Auckland.
 Chilton, H., painter, Rotorua.
 Clark, R., painter, Pentland Avenue, Mount Eden.
 Collett, N. E., painter, Tauranga.
 Colonial Ammunition Company, Mount Eden.
 Colonial Sugar Company, Chelsea.
 Connell, R., painter, near Three Kings, Mount Eden.
 Cook, Thomas, painter, Otahuhu.
 Cook, W. T., painter, Burnley Terrace, Kingsland.
 Cordes and McDonald, painters, Thames.
 Cox, E., painter, Te Awamutu.
 Cox, W., painter, Brown Street, Ponsonby, Auckland.
 Craig, J. J. (Limited), Auckland.
 Curtain, A., painter, Cambridge.
 Cuthbertson, G., painter, Opotiki.
 Davis, J., builder, Wynyard Road, Mount Eden.
 Davison, Percy, painter, Edendale.
 Davison, W. J., painter, Jervois Road, Ponsonby, Auckland.
 Deacock, J., painter, Te Awamutu, Waikato.
 Devonport Ferry Company, Auckland.
 Dixon, Joseph, painter, Runciman.
 Eccles, F., property-owner, Cook Street, Eccles Avenue, Auckland.
 Edwards, G. H., builder, Hinemoa Road, Grey Lynn.
 Edwards, W. G., painter, Bayswater.
 Elder, D., painter, Richmond Street, off Balmoral Road, Mount Eden.
 Elder, L., painter, Lower Symonds Street, Auckland.
 Elpidy, G., painter, Douglas Street, Ponsonby, Auckland.
 Evans, J. P., builder, Junction, Epsom.
 Findlay, T. W., painter, 22 Sheehan Street, Ponsonby, Auckland.
 Fish, J. H., painter, Newmarket.

- Flowers, C. E., painter, Rotorua.
 Forward, F. H., builder, 33 Kenneth Avenue, Mornington.
 Fox, W. H., painter, Glen Road, Victoria Avenue, Remuera, Auckland.
 French and Roberts, painters, Chamberlain Avenue, Mount Eden.
 French, O., painter, 91 Ponsonby Road, Auckland.
 Fricker, F., painter, Papatoetoe.
 Fricker, J., painter, Whangarei.
 Garrett, H. T., signwriter, off Wellesley Street, Auckland.
 Gasson, Alfred, painter, Albert Road, Devonport.
 Gaunt, P. E., painter, Whakatane.
 Gerlach, A., painter, Brentwood Avenue, Mount Eden.
 Gilbert Bros., painters, Dominion Road, Mount Eden.
 Glading, S. A., painter, Marama Avenue, Epsom.
 Goldfinch Sign Company, signwriters, Wellesley Street, Auckland.
 Goldie, D., and Son, sash and door factory, Mechanics Bay, Auckland.
 Goodhall, W., painter, Hill Street, Newmarket.
 Gough, R. H., painter, Brighton Road, Remuera.
 Great Northern Brewery Company, Khyber Pass, Auckland.
 Greenbury, A. E., painter, Dargaville.
 Greyson, B., builder, Grandison Avenue, New Lynn.
 Guthrie, J. W., builder, Grange Road, Mount Eden.
 Hall, J., painter, Victoria Road, Devonport.
 Hamilton, J., painter, Cambridge.
 Hancock and Co., brewers, Khyber Pass, Auckland.
 Hannan, J. H., property-owner, Victoria Avenue, Remuera.
 Harford, W. H., painter, Greenlane.
 Harp, B., painter, Tutanekai Street, Rotorua.
 Harp, W. G., builder, Devonport.
 Harrison, F. E., painter, Maria Street, Onehunga.
 Harvey, E., boatbuilder, Freeman's Bay, Auckland.
 Hassat, C. W., painter, Mangonui.
 Hatcher, G., builder, New North Road, Eden Terrace, Auckland.
 Henderson and Pollard, Enfield Street, Mount Eden.
 Henderson and Spragge, shipbuilders, Customs Street West, Auckland.
 Herbert and Son, builders, Shortland Street, Auckland.
 Heron Bros., builders, Newmarket.
 Hill and Plummer (Limited), painters, Queen Street, Auckland.
 Hitchins, E. A., builder, Ellerslie.
 Hoare, J., painter, Dominion Road, Mount Eden.
 Hope, H., painter, Elizabeth Street, off Edendale Road.
 Hoskin, G., builder, Clovernook, Epsom.

- Hotchin and Neilson, painters, 125 Franklin Road, Auckland.
- James, C., painter, Edwin Street, Newton, Auckland.
- Jeffrey, G., painter, Symonds Street, Onehunga.
- Jeffs, J., painter, Onehunga.
- Johnson, W., painter, Minnie Street, Eden Terrace, Auckland.
- Johnstone, C., painter, Drake Street, Auckland.
- Johnstone, T., painter, 384 Queen Street, Auckland.
- Judge, F., painter, Mount Eden, Three Kings End.
- Kauri Timber Company, sash and door factory, Customs Street, Auckland.
- Kelly, L. S., painter, Wyndham Street, Auckland.
- Kerkin, C., painter, Remuera Road, Auckland.
- Kerr, A. J., painter, Ponsonby Road, Auckland.
- Lake, A. E., painter, Rotorua.
- Lane, T. M., boatbuilder, King's Drive, Auckland.
- Langley, W., painter, England Street, Ponsonby, Auckland.
- Lloyd, W. H., painter, Anglesea Street, Ponsonby, Auckland.
- Lockwood, H., painter, Vauxhall Road, Devonport.
- Logan Bros., boatbuilders, Mechanics Bay, Auckland.
- Logan, J., builder, Stanley Bay.
- Longville, T., painter, Victoria Avenue, Eden Terrace, Auckland.
- Lornie, A., and Sons, painters, Emma Street, Mount Eden.
- Lovegrove, O., painter, Selborne Street, Grey Lynn, Auckland.
- Lovegrove, R., painter, Ngaruawahia.
- McFarland, P., builder, Grange Road, Mount Eden.
- Mackay and Co., painters, Tauranga.
- Macklow, T., builder, Ellerslie.
- Mair, A. E., painter, Otorohanga.
- Marechel, E., painter, Alison Avenue, Devonport.
- Marter, F., painter, Symonds Street, Auckland.
- Marter, F., jun., painter, Paice Avenue, Mount Roskill.
- Martin, A., painter, Pollen Street, Thames.
- Marvin, W., painter, First Avenue, Kingsland.
- Miller, D. and J., plumbers, Wellesley Street, Auckland.
- Mills and Brown, painters, 396 Queen Street, Auckland.
- Mingins and Brown, painters, Enfield Street, Mount Eden.
- Morgan, Len, painter, Te Kuiti.
- Morrison, T., painter, Opotiki.
- Morrison, W., painter, Bollard Avenue, Avondale.
- Nerheny, P. J., builder, Abbott's Road, Mount Eden.
- Nesbitt, W., painter, Mount Albert.
- Newman, J., painter, Leslie Avenue, Mount Albert.
- Northern Steamship Company, Quay Street, Auckland.
- O'Reilly, S. T., builder, Opotiki.

- Otto, P., painter, Islington Avenue, Ponsonby, Auckland.
 Page, S. T., builder, Norman Street, Mount Eden.
 Patterson and Brooks, builders, Parnell, Auckland.
 Pearce Bros., builders, Epsom.
 Pearson, S., painter, Rawene.
 Philcox, W., and Son, builders, Stanley Street, Auckland.
 Phillipps and Impey, painters, Queen Street, Auckland.
 Phillipps, J., painter, Otahuhu.
 Rae Bros., painters, Pollen Street, Thames.
 Ramsay, W., painter, Cricket Avenue, Kingsland.
 Rassmusson, A. de, painter, Otahuhu.
 Read, W., painter, Henley Road, Mount Eden.
 Reid, James, boatbuilder, King's Drive, Auckland.
 Rigg, Frederick, painter, Tauranga.
 Rigg, G., painter, Milton Road, Mount Eden.
 Roberts, T., painter, Morrinsville.
 Robertson, J. C., painter, Charleton Avenue, off Valley Road,
 Mount Eden.
 Rotorua Furnishing Company, Rotorua.
 Rush, Alfred, builder, Remuera, Auckland.
 Saunders, H., painter, Ngaruawahia.
 Schofield, H., painter, Avondale.
 Scott and Hanlon, painters, Tokomaru, Bay of Plenty.
 Shepherd, A., painter, Birkenhead.
 Shepherd, F., painter, Avondale.
 Shepherd, W., painter, Avondale.
 Shields, V., painter, Karangahape Road, Auckland.
 Simpson, D., and Son, painters, Karangahape Road, Auckland.
 Simpson, H., painter, Church Street, Ponsonby, Auckland.
 Smith, W., painter, Mititai, Northern Wairoa.
 Smith, Walter, painter, Birkenhead.
 Smith, W. T., painter, Arapohue, Northern Wairoa.
 Starck, J. H., builder, Dominion Road, Mount Eden.
 Stewart, B., painter, Huntly.
 Stewart, C. E., painter, Strand, Tauranga.
 Strong and Batham, painters, Pollen Street, Thames.
 Taylor, R., "Henderson," painter, High Street, Auckland.
 Thomas and Stenberg, painters, Mount Albert.
 Thomas, A. J., painter, Dargaville.
 Thomas, H., painter, Walters Road, Mount Eden.
 Tiller, J. C., painter, Mary's Lane, Mount Albert.
 Topliss and Pearce, painters, Mount Eden and Boston Roads,
 Mount Eden.
 Towers, W., painter, Paeroa.
 Tucker, E., painter, Marlborough Street, Mount Eden.
 Tucker, F., painter, Cambridge.
 Tucker, W., painter, Whangarei.

Tyre Bros., painters, Penrose.
 Union Steamship Company, Auckland.
 Waitemata Sawmills Company, sash and door factory,
 Mechanics Bay, Auckland.
 Wallace, T. C., signwriter, Queen Street, Auckland.
 Ward, J. H., painter, Norman Street, Mount Eden.
 Warner and Son, painters, Coromandel.
 Watts, J. C., painter, &c., Morrinsville.
 Webb, A., painter, Mary Street, Mount Eden.
 Webster, J. E., contractor, Hepburn Street, Auckland.
 Weightman, J. G., painter, Alpha Street, Cambridge.
 Wheeler, J., painter, Kingsland.
 White, R., painter, Herne Bay Road, Ponsonby, Auckland.
 Wickman, J., painter, Middleton Road, Remuera, Auckland.
 Wild, J. T., painter, Te Aroha.
 Williams and Green (Limited), painters, Pitt Street, Auckland.
 Wilson, W., builder, Trafalgar Street, Onehunga.
 Wooley and Desmond, painters, Oxford Street, Remuera.
 Wooley, F., painter, Tutanekai Street, Grey Lynn, Auckland.

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 18th day of September, 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 5th day of September, 1916.

T. W. STRINGER, Judge.

SCHEDULE.

Hours of Work.

1. Eight hours shall constitute a day's work. The hours of work for all journeymen and apprentices employed in any branch of the trade shall be from 8 a.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 September to the 30th day of April (both days inclusive), and not less than three-quarters of an hour shall be allowed for dinner; and from the 1st day of May to the 31st day of August the hours of work shall be from 8 a.m. to 4.30 p.m. on five days of the week and from 8 a.m. to 12 noon on Saturday, and not less than half an hour shall be allowed for dinner.

Wages.

2. (a.) 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.

(b.) Journeymen engaged in chipping, cleaning, scrubbing, or painting ships' sides, bunkers, bulkheads, or bilges shall be paid 1s. 8d. per hour.

Overtime and Holidays.

3. (a.) All work done beyond the time mentioned in clause 1 hereof 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., at the rate of time and a quarter; between 8 p.m. and midnight, time and a half; between midnight and the ordinary hour of commencing work, provided that such work is begun before 6 a.m., double time; work begun between 6 a.m. and 8 a.m. shall be paid for at the rate of time and a half; on Saturdays, from the ordinary time of ceasing work until midnight, time and a half.

(b.) All work done on any of the following holidays shall be paid for as follows: New Year's Day, Easter Monday, Anniversary Day, the Sovereign's Birthday, and Boxing Day, time and a half; the Painters' picnic day (which shall be held on a Saturday, but

not in the month of December), Christmas Day, Good Friday, Labour Day, and Sunday, double time.

(c.) A journeyman carrying brushes, working-pot, burning-off lamp, and his tools to or from the place of work shall not be deemed to be at work while doing so, but if he is required to carry and does carry any other plant or any material exceeding 2 lb. in weight to or from such place he shall be deemed to be at work while doing so.

Payment of Wages.

4. The week's work shall be deemed to end at 5 o'clock on Friday of each week. All wages earned by any journeyman or apprentice in any one week shall be paid to him by his employer not later than 5.15 p.m. on Friday or 12.15 p.m. on the Saturday following. In the event of any journeyman being discharged he shall be paid the wages due to him in full immediately upon his discharge.

Country Work.

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

(b.) Every journeyman engaged on country work shall be paid, in addition to his ordinary wages, a further sum of 2s. 6d. per day for every day while he is so employed, and his travelling-expenses in going to and returning from such work shall also be paid by his employer. Travelling-time shall be paid for at ordinary rates, but not to a greater amount than for eight hours in any one day. An apprentice engaged on country work shall, in addition to his travelling-expenses, be provided with suitable board and lodging at his employer's cost.

(c.) 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 herein-before 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.

6. (a.) "Suburban work" means work performed by a journeyman or apprentice at a distance of over two miles from the employer's place of business, but which does not come within the definition of "country work"; and journeymen or apprentices employed upon such work shall be paid, in addition to their wages (such wages to begin after the radius of two miles have been covered), 6d. per day up to five miles and 1s. per day from five miles up to the limit of suburban work, or the employer may convey the worker free of charge to and from such work. Workers to be

at their employer's place of business when conveyance is provided not later than 7.30 a.m. This shall also apply to apprentices.

(b.) If any journeyman or apprentice is required to use the ferry for the purpose of going to or returning from any place where the work is to be performed his fares shall be paid by his employer, and he shall travel by the boat leaving not earlier than 7.40 a.m. and returning not later than 4.50 p.m. each day, and on Saturday not later than 12.10 p.m.

(c.) For work done at Takapuna the worker shall leave by the 7.15 a.m. boat and return by the 4.55 p.m. tram, and shall be paid in addition all fares and 1s. 3d. per day extra in lieu of travelling-time.

(d.) For work done at St. Heliers Bay and intermediate calling-places the worker shall leave by the 7.20 a.m. boat and return by the boat leaving not later than 5.30 p.m. Fares shall be paid each way, and 1s. 3d. per day extra in lieu of travelling-time.

Termination of Engagement.

7. One hour's notice of termination of engagement shall be given by either side.

Apprentices.

8. (a.) An 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, viz.: 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 15s. 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 the 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 obligations 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: Provided that an employer shall not take over more than one such transferred apprentice in excess of the proportion hereinafter contained.

(*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 four journeymen or fraction of four. For the purpose of determining the proportion of apprentices to journeymen in taking a new apprentice the calculation shall be based on a two-thirds full-time employment of the journeymen employed for the previous six calendar months.

(*h.*) Nothing in the foregoing clause contained shall be deemed to prevent any employer from employing his son or sons in the business for the purpose of teaching him or them the trade or any branch of the trade of a painter, notwithstanding that such employer may without such son or sons have the full number of apprentices allowed by this award.

(*i.*) All time lost by an apprentice through his own default or through sickness in any year of his apprenticeship shall be made up before such apprentice shall be considered as having entered upon the next succeeding year of his apprenticeship, and the total period of his apprenticeship shall be extended for a period equal to such lost time; but an apprentice working overtime shall have such time added to his ordinary time in calculating the respective years of his apprenticeship.

(*j.*) An employer shall not be bound to pay an apprentice for time lost through sickness (other than sickness arising out of the employment) or the default of the apprentice, or by his voluntary absence from work with the consent of his employer.

(*k.*) Any overtime worked by an apprentice shall be paid for at the rate of 9d. per hour to the end of the second year, and 1s. per hour thereafter.

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 coming within the scope of this award who shall not be a member of the union, and who shall not become a member thereof within fourteen days after his engagement 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.) The provisions of the foregoing clause shall operate only if and so long as the rules of the union shall permit any worker coming within the scope of this award of good character and sober habits to become a member of the union upon payment of an entrance fee not exceeding 5s., upon a written application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

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

Piecework.

11. Piecework is prohibited.

Tools.

12. Employers shall provide all brushware.

Exemptions.

13. (a.) The provisions of this award shall not apply to any work done in any sash and door factory.

(b.) Ship, yacht, and boat builders are exempted from the operation of this award in so far as relates to priming and puttying work upon all ships, yachts, and boats irrespective of size, and also in regard to all painting-work upon boats or vessels up to 35 ft. in length.

(c.) The provisions of this award shall not apply to the Union Steamship Company of New Zealand (Limited) so far as relates to the chipping, cleaning, scraping, and painting of ships' sides.

14. The following special provisions shall apply to the Auckland City Council, the Auckland Harbour Board, the Auckland Tramway Company, the Devonport Ferry Company, the Colonial Sugar Refining Company, and the Northern Steamship Company.

(a.) They shall pay not less than the wages fixed by this award for any work coming within the scope of this award, and shall pay overtime for any work done by any worker beyond forty-four hours in any week at the rate of time and a quarter for the first three hours, and thereafter at the rate of time and a half.

(b.) They shall pay at the rates hereinbefore mentioned for any work done on Sunday or on any of the holidays hereinbefore specified.

(c.) They shall observe the provisions of clause 10 of this award.

(d.) They are exempted from all the other provisions of this award.

Scope of Award.

15. This award shall not apply to any employers carrying on business in that part of the industrial district included in the Gisborne Judicial District.

Term of Award.

16. This award shall come into force on the 18th day of September, 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 5th day of September, 1916.

T. W. STRINGER, Judge.

MEMORANDUM.

The parties to this dispute arrived at an agreement on most of the questions involved at the hearing before the Conciliation Council. The only substantial question referred to the Court was as to the minimum rate of wages for journeymen. On this question the Court sees no satisfactory reason why the minimum rate recently fixed by the Dunedin award should not also be made applicable to Auckland. It has therefore fixed the rate accordingly. As it appeared by the evidence that journeymen painters are sometimes called upon to do ship-work of a dirty character, some of which is not painters' work, the Court has thought it only fair that painters should receive the higher rate of 1s. 8d. per hour while engaged in work of this character.

T. W. STRINGER, Judge.
