

(4411.) WELLINGTON (FIFTY-MILE RADIUS) 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, 1908, and its amendments; and in the matter of an industrial dispute between the Wellington Amalgamated Society of Painters and Decorators' Industrial Union of Workers (hereinafter called "the union") and the under-mentioned persons, firms, and companies (hereinafter called "the employers") :—

Wellington Master Painters' Union, care of Smith and Smith, Cuba Street, Wellington.

Avery, J., painter, Ellice Street, Wellington.

Ballinger, J., painter, Mein Street, Wellington.

Bennie, J., architect, Lambton Quay, Wellington.

Bernascone Bros., signwriters, Manners Street, Wellington.

Bew, A., painter, Adelaide Road, Island Bay, Wellington.

Brady, M., painter, Tasman Street, Wellington.

Brown, A., painter, Northland, Wellington.

Buckmaster, J. A., painter, Hamilton Road, Kilbirnie, Wellington.

Castle, A., painter, Mulgrave Street, Wellington.

Clark, A., painter, Manchester Street, Petone.

Crighton, J., builder, Onepu Road, Wellington.

Dunn, P., painter, Day's Bay, Wellington.

Erickson, A., painter, Apu Crescent, Lyall Bay, Wellington.

Evans, J., painter, Cuba Street, Wellington.

Exton and Co., painters, Queen Street, Wellington.

Gapes Bros., painters, Northland, Wellington.

Garnham, R., painter, Maarama Crescent, Wellington.

Gear Meat Company, Petone, Wellington.

Gladding, M., painter, Luxford Street, Wellington.

Hannah, P., signwriter, Cuba Street, Wellington.

Harbour Board, Wellington.

Harris, S., builder, Owen Street, Wellington.

- Jacobson, A. G., painter, William Street, Wadestown, Wellington.
- McLeod, Weir, and Hopkirk, timber-merchants, Johnston Street, Wellington.
- Mann, W., painter, Edinburgh Terrace, Wellington.
- Monkhouse, W., painter, Wellington Road, Kilbirnie, Wellington.
- Norris, W. J., builder, Beach Road, Petone.
- Odlin and Co., builders, Taranaki Street, Wellington.
- Owens, D., builder, Pirie Street, Wellington.
- Palmer, A., painter, Fore Street, Kaiwarra, Wellington.
- Patent Slip Company, Evans Bay, Wellington.
- Pointon and Son, painters, Manchester Street, Petone.
- Roberts and McCarthy, painters, Main Road, Karori, Wellington.
- Smith, D., painter, Paekakariki.
- Sparkes and Son, painters, Vivian Street, Wellington.
- Standidge, F., painter, Mary Street, Wellington.
- Stewart and Co., timber-merchants, Courtenay Place, Wellington.
- Strand Bros., builders, Lower Hutt, Wellington.
- Sykes, G., builder, Lower Hutt.
- Taylor Bros., painters, Taft Street, Brooklyn, Wellington.
- Tofts, J., painter, Cambridge Terrace, Wellington.
- Tonks, H., painter, Thompson Street, Wellington.
- Turner, J. R., painter, Johnsonville, Wellington.
- Upton, M., builder, Lower Hutt.
- Wakelin, W., painter, Upper Hutt, Wellington.
- Wellington City Council, Wellington.
- Wellington Meat Export Company, Ngahauranga, Wellington.
- Wilmott and Smith, painters, Main Road, Karori, Wellington.
- Wilson, J. and A., builders, Cambridge Terrace, Wellington.

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 as from the 1st day of June, 1916, and shall continue in force until the 31st day of May, 1919, 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 8th day of September, 1916.

T. W. STRINGER, Judge.

SCHEDULE.

Minimum Rate of Wages.

1. All journeymen painters, paperhangers, glaziers, white-washers, grainers, decorators, signwriters, and all other journeymen working at any branch of the trade shall be paid not less than 1s. 6d. per hour.

Hours of Work.

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

(b.) The hours of work for all journeymen and apprentices employed at 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 noon on Saturdays, from the 16th day of August to the 14th day of May (both inclusive), one hour to be allowed for dinner each day (Saturdays excepted); and from the 15th day of May to the 15th day of August (both inclusive) the hours shall be 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 (Saturdays excepted).

(c.) Any journeyman carrying material or tools other than his own tools before and after ordinary working-hours shall be deemed to be at work, and commits a breach of award if he does so and

does not receive payment for the time worked, but if passing his employer's shop he may carry any small parcel not exceeding 7 lb. weight.

Overtime.

3. (a.) All work done beyond the time mentioned in the foregoing clause 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 till midnight, time and a half. On Sundays, Christmas Day, Good Friday, Labour Day, New Year's Day, Easter Monday, picnic day (which shall be the first Saturday in February), double time.

(b.) Work done during the dinner-hour shall be paid for at the rate of time and a half, except on suburban work which necessitates catching a special conveyance.

Pay-day.

4. (a.) All wages earned by any journeyman or apprentice in any one week shall be paid to him by his employer on the Friday in that week within fifteen minutes after the ordinary hour of ceasing work, but if any journeyman or apprentice is working away from his employer's place of business such wages shall be paid on the following Saturday at the place where such journeyman or apprentice is so working before 12 noon.

(b.) If any worker is discharged before the end of the week he shall be paid whatever wages may be due to him for the actual time worked within two hours after such discharge.

(c.) 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 a worker being notified before he leaves the job no such allowance shall be made.

(d.) Men working at distant country places may make special arrangements with 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.

Apprentices.

5. (a.) All boys working at 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, such three months to be included in the term of apprenticeship.

(b.) 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.

(c.) 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, and such employer may take and employ such apprentice notwithstanding that he has already the full number of apprentices allowed by this award.

(d.) Each employer 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 deed of apprenticeship of any such apprentice.

(e.) Apprentices shall be paid in full for Christmas Day, Good Friday, Easter Monday, New Year's Day, Labour Day, and picnic day. Any overtime worked by an apprentice shall be paid for at the rate of 9d. per hour to the end of the third year of apprenticeship and 1s. per hour for the remainder of the term of apprenticeship, but if required to work at any time when double time is payable to journeymen double these rates shall be paid to the apprentice. No apprentice shall be allowed to work more than four hours overtime in any one day.

(f.) All time lost by an apprentice, either through his own 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.

(g.) The wages to be paid to apprentices shall be as follows: For the first year, 12s. 6d. per week; for the second year, 17s. 6d. per week; for the third year, £1 2s. 6d. per week; for the fourth year, £1 7s. 6d. per week; for the fifth year, £1 12s. 6d. per week.

(h.) Employers shall provide all apprentices with a putty-knife, glazing-knife, hacking-knife, tack-hammer, and paperhanging-brush and scissors, but once only during apprenticeship. A duster shall be supplied as required.

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 on 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 such 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.) Time occupied in travelling shall be paid for at ordinary rates, but no worker shall be paid more than an ordinary day's pay for any day occupied by him in travelling, although the hours occupied in travelling may exceed eight, unless he is on the same day occupied in working for his employer.

(d.) Any journeyman or apprentice employed upon country work shall be supplied by his employer with suitable board and lodging, but not to exceed £1 5s. per week.

(e.) No journeyman or apprentice employed upon country work shall work more than three hours extra in any one day except Saturday, when four hours extra may be worked at ordinary rates of pay.

Suburban Work.

7. (a.) "Suburban work" means work performed by a journeyman or apprentice at a distance of over one mile and a half from his employer's place of business, but which does not come within the scope of country work.

(b.) Any journeyman or apprentice employed upon suburban 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, and he shall also be paid at ordinary rates for his time while going to and returning from such work for the excess of such distance of one and a half miles.

(c.) For the purposes of the preceding clauses distances shall be reckoned by the ordinary means of transit.

(d.) No worker who resides within one and a half miles by a road for foot-passengers of the place where the work is to be performed shall be entitled to any of the allowances mentioned.

(e.) Car fare to Upland Road, Kelburn, shall be paid by the employer.

Under-rate Workers.

8. (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.

9. (a.) When a member of the Master Painters' Association and a non-member requires the services of a journeyman, and there is a member of the workers' union available who is competent to do the work required to be done, then such journeyman shall give the member of the Master Painters' Association the preference of his services.

(b.) An employer when engaging any journeyman shall ascertain if such journeyman is a member of the workers' union, and if not his engagement shall be subject to his becoming a member within one week of being engaged.

(c.) The secretary of the workers' union shall notify employers when a man has not joined the union.

(d.) The foregoing provisions of this clause shall operate if and only so long as the rules of the union shall permit any worker coming within the scope of this award who is 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.

(e.) No employer shall place any obstacle in the way of any representative of the workers' union in the collection of moneys due, provided such collection is not made during working-hours.

Brushware, &c.

10. Employers shall provide all burning-off tools and all brushware except paperhanger's laying-on brush.

Subletting Work.

11. No employer shall sublet work or give piecework to any worker, and no journeyman working for an employer shall accept piecework.

Exemptions.

12. The following special provisions shall apply to the Gear Meat Company, Wellington and Petone; the Wellington Meat Export Company (Limited), Wellington and Ngahauranga; the Wellington Harbour Board; the Wellington City Council:—

(a.) The said employers shall pay not less than the wages fixed by this award for any work coming within the scope hereof, and shall pay overtime for any work done by any worker in excess of forty-four hours in any one week at the following rates—that is to say: Time and a quarter for the first three hours, time and a half for the next four hours, and thereafter double time.

(b.) They shall also pay the rates prescribed by this award for any work done on Sundays or on any of the holidays mentioned in this award.

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

Scope of Award.

13. This award shall apply to all employers carrying on business within a radius of fifty miles from the General Post Office, Wellington.

Term of Award.

14. This award shall come into force as from the 1st day of June, 1916, and shall continue in force until the 31st day of May, 1919.

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 8th day of September, 1916.

T. W. STRINGER, Judge.

MEMORANDUM.

The recommendations of the Conciliation Council in this dispute were accepted by the parties, and these are embodied in this award. It has been necessary, however, to delete a clause under the head of "Preference" which it was not within the jurisdiction of the Court to insert. The matter of exemptions has been settled by the Court in accordance with the principles previously laid down by the Court (Book of Awards, Vol. xii, p. 961).

T. W. STRINGER, Judge.