

(4441.) CHRISTCHURCH DISTRICT PAINTERS AND DECORATORS.—  
AWARD.

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

Christchurch Master Painters' Association (J. Chetwin, secretary), Manchester Street, Christchurch.

Allen, W. H., painter, Victoria Street. Ashburton.

- Archbold, T. J., painter, 147 Rolleston Street, Christchurch.  
 Armiger, E. J., painter, 147 Riccarton Road, Christchurch.  
 Avery, A., painter, Papanui.  
 Baker, J. C., builder; Waipara.  
 Baldwin, W., painter, 25 Albert Street, Christchurch.  
 Banks, W. H., builder, 400 Papanui Road, Christchurch.  
 Barbour, A., painter, Lyttelton.  
 Bate and Hoskin, painters, Kaiapoi.  
 Bate, P., and Son, painters, Kaiapoi.  
 Bell, E. J., painter, 64 Antigua Street, Christchurch.  
 Benjes, A. C., painter, Rangiora.  
 Bissett, W. A., painter, 230 Waltham Road, Christchurch.  
 Blogg, F., building contractor, 192 Montreal Street, Christchurch.  
 Boshier, G., painter, 93 Huxley Street, Christchurch.  
 Bowden, J., painter, 314 Lincoln Road, Christchurch.  
 Bradley Bros. (Limited), signwriters, 782 Colombo Street, Christchurch.  
 Bradley, E. A., painter, 227 Kilmore Street, Christchurch.  
 Bradley, G. W., painter, 153 Armagh Street, Christchurch.  
 Breach, F., jun., painter, Rangiora.  
 Bullen, F. T., painter, 22 Forbes Street, Christchurch.  
 Bunt, W. T., building contractor, 15 Cranford Street, Christchurch.  
 Burt, A. J., painter, Rangiora.  
 Butterfield, A. S., painter, 12 Lawson Street, Christchurch.  
 Canterbury Frozen Meat Company, Christchurch.  
 Cawley, J. T., painter, North Avon Road, Christchurch.  
 Chapman and Davis, painters, 110 Burnett Street, Ashburton.  
 Chapple, T. J., painter, 20 Springfield Road, Christchurch.  
 Chetwin, J. B., signwriter, 159 Manchester Street, Christchurch.  
 Christchurch City Council.  
 Christchurch Meat Company, Hereford Street, Christchurch.  
 Clarke, A. J., painter, Cox Road, Christchurch.  
 Clarke, E., painter, 89 Bordesley Street, Christchurch.  
 Clarke, M., painter, 40 Cowlshaw Street, Avonside, Christchurch.  
 Clavert, C., builder, Carlyle Street, Christchurch.  
 Cochrane, William, painter, 21 London Street, Christchurch.  
 Collins, W. H., and Co., general merchants and contractors, Ashburton.  
 Compton, G. G., painter, 14 Severn Street, Christchurch.  
 Cooper, C. A., decorator, 15 Victoria Street, Christchurch.  
 Cragg, J., painter, 157 Durham Street, Christchurch.  
 Crowe, H. W., painter, 7 Clive Street, Christchurch.  
 Dangerfield, W. J., painter, 31 Winton Street, Christchurch.  
 Davies, T. H., painter, 454 Colombo Street, Christchurch.

- Dominion Home Builders (Limited), 89 Hereford Street, Christchurch.
- Down, J., builder, 21 Rosewarne Street, Spreydon, Christchurch.
- Duggan, C., and Sons, painters, 98 Cashel Street, Christchurch.
- Earwalker, W. S., painter, 116 Sherbourne Street, Christchurch.
- Elston, R., painter, 55 Essex Street, Christchurch.
- England and Martin, builders, contractors, and painters, 162 Tuam Street.
- Evans, W. E., painter, 934 Colombo Street, Christchurch.
- Falkingham, E. G., painter, 46 Ashbourne Street, Woolston.
- Flaus, T. L., architect and building contractor, Colombo Street, Christchurch.
- Ford, A. C., painter, 71 Hoon Hay Road, Spreydon, Christchurch.
- Ford, J., painter, 44 Whiteleigh Avenue, Riccarton, Christchurch.
- Ford, J. E., painter, 23 Shrewsbury Street, Christchurch.
- Ford, W. H., building contractor, 22 Wroxtton Street, Fendalton.
- Freeman, L., building contractor, 90 Peterborough Street, Christchurch.
- Frith, W., painter, 35 Hackthorne Road, Cashmere.
- Gale, F., painter, 51 Slater Street, Christchurch.
- Gallagher, S., painter, 63 Fisher Street, Christchurch.
- Gapes, Thomas, and Co., 83 Victoria Street, Christchurch.
- Gee, H., builder, 118A Tuam Street, Christchurch.
- Gee, M., painter, Truro Street, Sumner.
- Gobbe, J. D., painter, Dublin Street, Lyttelton.
- Goss, William (Limited), builders, &c., 55 Peterborough Street, Christchurch.
- Gribble, W. A., painter, 204 Springfield Road, Christchurch.
- Griffiths, A. S., painter, 136 Brougham Street, Christchurch.
- Green, C. E., painter, 36 Dover Street, Christchurch.
- Halliday, F., painter, 95 Barbour Street, Christchurch.
- Harper, S., painter, 42 Bealey Street, Christchurch.
- Harrington, W., painter, 187 Ollivier Road, Christchurch.
- Hawkins, M. W., painter, 152 Ensors Road, Christchurch.
- Hebden, F. H., painter, 16 Edgeware Road, Christchurch.
- Hinkey, H., builder, 382 Barrington Street, Spreydon, Christchurch.
- Hunter, A. E., signwriter, 589 Colombo Street, Christchurch.
- Johns, A. E., signwriter, 166 Armagh Street, Christchurch.
- Jones, A. C., printer, 223 Linwood Avenue, Christchurch.
- Joughin, R. C., painter, 24 Harrow Street, Christchurch.
- Juxon, G., painter, 263 Edgeware Road, Christchurch.
- Keys, A. E., painter, 219 Papanui Road, Christchurch.
- Lang and Fluety, painters, Sumner.

- Lang, J., painter, 68 Harrow Street, Christchurch.
- Lee, J., and Sons, painters, &c., 226 Manchester Street, Christchurch.
- Lees, Andrew, and Co., painters, &c., 202 Madras Street, Christchurch.
- Leslie, H., builder, 93 Waimairi Road, Riccarton.
- Lester, W. T., undertaker and painter, 35 Oxford Street, Lyttelton.
- Lightfoot, T. C., painter, 642 Gloucester Street, Linwood.
- Limb, H. T., painter, 40 Montreal Street, Christchurch.
- Lummis, G., painter, 240 Worcester Street, Christchurch.
- Lummis, J. A., painter, 241 Durham Street, Christchurch.
- Luttrell Bros., architects and building contractors, 139 Gloucester Street, Christchurch.
- Lyttelton Harbour Board, Lyttelton.
- McCree, C., painter, 55 Sea View Road, New Brighton.
- McCullough, J., painter, Harman Street, Christchurch.
- McNamara, P., painter, 138 Lower High Street, Christchurch.
- Mabley, W., painter, 554 Gloucester Street, Linwood.
- Martin and Flatman, painters, 83 Cashel Street, Christchurch.
- Maxwell, G. H., painter, 1013 Colombo Street, Christchurch.
- May, J., painter, 124 Armagh Street, Christchurch.
- Mazey, G., painter, 57 Fitzgerald Avenue, Christchurch.
- Mortimer, G., painter, 15 Edinburgh Street, Spreydon.
- Mumford, W. G., signwriter, 329 Bealey Avenue, Christchurch.
- Nelson, P. S., signwriter, 98 Sea View Road, New Brighton.
- North Canterbury Hospital and Charitable Aid Board, Riccarton Road, Christchurch.
- Otley, C. E., building contractor, 381 Madras Street, Christchurch.
- Otley, H. J., builder, 491 Hereford Street, Linwood.
- Packer and Jones, builders, 313 Bealey Avenue, Christchurch.
- Paton and Lockwood, painters, 631 Colombo Street, Christchurch.
- Patrick, R. A., painter, 28 Church Street, Papanui.
- Patten, P., painter, 21 Carlton Mill Road, Christchurch.
- Paynter and Hamilton, builders, 214 Durham Street, Christchurch.
- Plackett Bros., painters, Rangiora.
- Price, C. R., signwriter, 106 High Street, Christchurch.
- Pyne, T., painter, 105 Salisbury Street, Christchurch.
- Radcliffe, W., painter, Voelas Road, Lyttelton.
- Sey, W., and Sons, painters, 645 Colombo Street, Christchurch.
- Seymour, E. J., painter, 16 Cadogan Street, Christchurch.
- Shaw, F. E., builder, 281 Fitzgerald Avenue, Christchurch.

Simpson, G., builder, 170 Gloucester Street, Christchurch.  
 Smith and Smith, painters, 213 Tuam Street, Christchurch.  
 Stanley, W. J., signwriter, 48 Derby Street, Christchurch.  
 Stewart, S., painter, 179 Armagh Street, Christchurch.  
 Stockden, C. J., painter, Kirwee.  
 Sutton, W., builder, 76 Wildberry Street, Woolston.  
 Swanston, A., builder, 94 Gloucester Street, Christchurch.  
 Taylor Bros., builders, Rangiora.  
 Tindall, T., painter, 1064 Colombo Street, Christchurch.  
 Wady and Efford, builders, Rangiora.  
 Webb, A. H., builder, 220 Colombo Street, Sydenham.  
 Winsor, W. H., builder, 12 Somerfield Street, Spreydon.  
 Wise, J., builder, Rangiora.  
 Withers, J. T., merchant, Southbrook.  
 Woolfreys, J. E., painter, 36 Rotherham Street, Riccarton.

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, 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 2nd day of October, 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 hereto set his hand, this 25th day of September, 1916.

T. W. STRINGER, Judge.

## SCHEDULE.

*Hours of Work.*

1. (a.) The recognized 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, from the 1st day of September to the 30th day of April (both inclusive), one hour to be allowed for dinner (Saturday excepted); and from the 1st day of May to the 31st day of August (both inclusive) 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 noon on Saturdays, half an hour to be allowed for dinner (Saturday excepted).

(b.) 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.

*Wages.*

2. All journeymen working at any branch of the trade (except as hereinafter mentioned) shall be paid not less than 1s. 4½d. per hour. Wages shall be paid weekly within fifteen minutes after the time to cease work. If any worker be discharged before the end of the week he shall be paid whatever wages may be due to him within two hours after such discharge.

*Time-sheets.*

3. Each worker shall make out a weekly time-sheet (to be provided by the employer) on which he shall charge all time and over-time worked.

*Under-rate Workers.*

4. (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.

#### *Overtime and Holidays.*

5. (a.) All work done outside of or in excess of the hours mentioned in clause 1 hereof shall count as overtime, and shall be paid for at the rate of time and a quarter for the first two hours, time and a half thereafter up to 10 p.m., and double time between 10 p.m. and the ordinary time for commencing work next morning if worked continuously.

(b.) Workers required to commence work between the hours of 6 a.m. and the ordinary time for commencing work shall be paid at the rate of time and a quarter for such time.

(c.) For work done on Sunday, New Year's Day, Good Friday, Easter Monday, Labour Day, Show Day, Christmas Day, or Boxing Day double time shall be paid.

(d.) No worker shall be required to work more than five hours continuously without an interval for a meal.

#### *Country and Suburban 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, and shall be paid at his ordinary rate of wages as prescribed in this award for the time taken in going to and returning from the same, and shall also be paid a further sum of 2s. for every day except Sunday whilst on the country job. Employers to have the option of providing board and lodging. 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 in this award for such work shall be paid to such worker.

7. (a.) "Suburban work" means work performed by a worker at a distance of over one mile and a half from the chief post-office in the city or town in which the employer's place of business is situated.

(b.) Workers shall be at the place where the work is to be performed at the hour appointed for the commencement of work, but if such place is distant more than one mile and a half from the chief post-office workers employed thereon shall be allowed and paid for time reasonably occupied by them in travelling to and from such work beyond the one mile and a half, or they shall be conveyed to and from such work at the expense of their employers. All time travelled beyond the first one mile and a half shall be allowed for at the rate of four miles an hour.

(c.) The provisions of this clause shall not apply to any work done by the New Zealand Refrigerating Company (Limited) or the Canterbury Frozen Meat Company (Limited).

#### *Apprentices.*

8. (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 months' probation, such three months to be included in the term of apprenticeship.

(b.) The said indentures shall be witnessed at the office of the Department of Labour by an officer of the said Department, who shall keep a record of the same, such record to be available for inspection by an approved officer of the Christchurch Painters' Union, the Christchurch Master Painters' Association, and the master of the School of Art.

(c.) The proportion of apprentices to journeymen employed by any employer shall not exceed one apprentice to every three journeymen or fraction of three, or the option of one apprentice every three years.

(d.) 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 journeymen employed during the previous six months until a shop has four apprentices, when the proportion of apprentices to journeymen shall be calculated on a two-thirds full-time employment of journeymen employed for the previous twelve months.

(e.) If an 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.

(f.) Each apprentice shall attend the School of Art for four hours per week in his employer's time and four hours per week in his own time during the terms when the classes are open for students.

(g.) Each employer shall send his apprentice or apprentices to the School of Art for four hours per week in ordinary working-hours during the terms when the classes are open for students.



(h.) Subclauses (f) and (g) shall operate as soon as classes are formed in accordance with the syllabus already agreed upon by the Master Painters' Association and the Christchurch Painters' Industrial Union of Workers. Employers shall pay apprentices' school fees.

(i.) 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.

(j.) The wages of apprentices shall be during the first year, 10s. per week; during the second year, 15s. per week; during the third year, £1 per week; during the fourth year, £1 5s. per week; and during the fifth year, £1 10s. per week.

(k.) Apprentices shall be paid in full for the following holidays: Christmas Day, New Year's Day, Good Friday, Easter Monday, Labour Day, and Boxing Day.

(l.) All overtime worked by apprentices shall be paid for at the rate of 6d. per hour to the end of the second year, 9d. per hour to the end of the fourth year, and 1s. per hour to the end of the fifth year.

(m.) Any apprentice employed on country work shall be conveyed by his employer to and from such work free of charge. His employer shall also provide board and lodging while at such work free of charge.

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

#### *Preference.*

9. (a.) In the event of any employer hereafter engaging any worker who shall not be a member of the union, and who within fourteen days after his engagement shall not become a member of the union, the employer shall dismiss such worker from his service if required to do so by the union, provided there is then a member of the union who is equally qualified to perform the particular work required to be done, and ready and willing to undertake the same.

(b.) When engaging a journeyman employers undertake to ascertain if he is a member of the union, and if he is not a member of the union the employer shall notify the secretary of the union.

(c.) The provisions of this clause shall operate if and only so long as the rules of the union shall permit any painter 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 or verbal application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

(d.) 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.

*Scope of Award.*

10. This award shall apply only to employers carrying on business within a radius of twenty-five miles from the Chief Post-office in the City of Christchurch.

*Term of Award.*

11. This award shall come into force on the 2nd day of October, 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 25th day of September, 1916.

T. W. STRINGER, Judge.

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MEMORANDUM.

This award is made upon the same lines as those in the awards recently made by the Court in connection with this industry in other parts of the Dominion.

As a result of an agreement between the employers and the workers provision has been made in the apprentices' clause for the attendance of apprentices at the School of Art. This is a step in the direction of increasing the efficiency of the worker, and has the cordial approval of the Court.

T. W. STRINGER, Judge.