

**(4250.) HAWKE'S BAY 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 Napier Painters and Decorators' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Dannevirke Borough Council.  
 Hastings Borough Council.  
 Napier Borough Council.  
 Waipawa Borough Council.  
 Waipukurau Borough Council.  
 Wairoa (H.B.) Borough Council.  
 Woodville Borough Council.  
 Dannevirke (H.B.) County Council.  
 Patangata (H.B.) County Council.  
 Waipawa (H.B.) County Council.  
 Waipukurau (H.B.) County Council.  
 Wairoa (H.B.) County Council.  
 Weber (H.B.) County Council.  
 Woodville (H.B.) County Council.  
 Napier Harbour Board.  
 Wairoa Harbour Board.  
 Ormondville Town Board.  
 Otane Town Board.  
 Taradale Town Board.  
 Abbott, J., builder, Napier.  
 Adams, F., builder, Taradale.  
 Adams, J. H., builder, Waipawa.  
 Adamson, J., builder, Heretaunga Street, Hastings.  
 Agnew, J., builder, Karamu Road, Hastings.  
 Anderson, A., builder, Takapau.  
 Angus, W. M., builder, Napier.  
 Apperley, A. W., builder, Hastings.  
 Attwell, G., builder, Hastings.  
 Badland, R., builder, Hastings.  
 Beacham, H., builder, Waipukurau.  
 Beagley, J., builder, Napier.  
 Beebe, H., builder, Napier South, Napier.  
 Beecham, K., builder, Napier.  
 Brauch, C., builder, Hastings Street, Hastings.  
 Brown and Son, builders, Taradale.  
 Brown, Phil, builder, Swinburne Street, Dannevirke.  
 Bull Bros., builders, Port Ahuriri, Napier.  
 Cairn and Paton, builders, Havelock North.  
 Calder, J., builder, High Street, Dannevirke.  
 Campbell, H. H., builder, Victoria Street, Hastings.  
 Chambers, Sons, and Logan, builders, Waipukurau.

- Chapman, J. W., builder, Napier.  
 Cockrane, R., builder, Waipawa.  
 Coggins, A., builder, Grey's Road, Hastings.  
 Coles Bros., builders, Ongaonga.  
 Collins, H. W., builder, Hastings.  
 Cooper and Skinner, builders, Wairoa.  
 Corry, J., builder, Napier.  
 Craven, F., and Co. (Limited), builders, Dannevirke.  
 Crimp, J., builder, Napier.  
 Crosse, J. W., builder, Woodville (H.B.).  
 Cruickshanks, H., builder, Takapau.  
 Davey, J., builder, Wairoa.  
 Davis, A. B., builder, Greenmeadows.  
 Davis Bros., builders, Greenmeadows.  
 Dewston, W., builder, Whitehead Road, Hastings.  
 Donaldson, C. R., builder, Popplewell Street, Hastings.  
 Duncan and Abbott, builders, Heretaunga Street, Hastings.  
 Fairhurst, J. H., builder, Dannevirke.  
 Fairweather, H., builder, Waipukurau.  
 Flowers, J., builder, Hastings.  
 Forbes, J., builder, Victoria Street, Hastings.  
 Gardiner, A. R., builder, Wairoa.  
 Garnett, E., builder, Hastings.  
 Garnett, J., and Son, builders, Eastbourne Street, Hastings.  
 Gillespie, A., builder, York Street, Dannevirke.  
 Gillot, H. H., builder, Barraud Street, Dannevirke.  
 Granger, H. E., builder, Grey's Road, Hastings.  
 Griffen, J., builder, Napier.  
 Hackett and Cooper, builders, Hastings.  
 Hambling and Rabone, builders, Woodville (H.B.).  
 Hamlin, R. H. J., builder, Napier.  
 Hammond, S. E., builder, Napier South, Napier.  
 Hansard Bros., builders, Dannevirke.  
 Harman, E. J., builder, Quarry Road, Hastings.  
 Harris, T. W., builder, Napier.  
 Hastings, H., builder, Hastings.  
 Hastings Timber and Joinery Company, builders, Eastbourne Street, Hastings.  
 Haswell, C., builder, Waipukurau.  
 Hay and Son, builder, Market Street, Hastings.  
 Hedley, H., builder, Lascelles Street, Hastings.  
 Hill and Collett, builders, Napier.  
 Hill, T., builder, Willow Park Road, Hastings.  
 Holder, H. J., builder, Napier South, Napier.  
 Holder, W. F., builder, Woodville (H.B.).  
 Holt and Sons, builders, Napier.  
 Holt, John, builder, Wairoa.  
 Horne, E. T., builder, Charles Street, Hastings.  
 Hunt and Terry, builders, Napier.

- Joll, A. E., builder, Havelock North.  
 Keith, W., builder, Charles Street, Hastings.  
 Laurenson, J., builder, Clive.  
 Laurenson, M., builder, Napier.  
 Liddle and Stevens, builders, Waipawa.  
 Luttrell Bros., builders, Hastings.  
 McAllister, G., builder, Puketitiri.  
 McInnes, D., builder, Waipawa.  
 McIntosh, P., builder, Gordon Street, Dannevirke.  
 McKenzie and Rae, builders, Napier.  
 McLean, D. A., builder, Maraekakaho.  
 McLeod and Gardiner, builders, Market Street, Hastings.  
 Mansfield, H. T., builder, Otane.  
 Manson and Co., builders, Port Ahuriri, Napier.  
 Miller and Callister, builders, Napier South, Napier.  
 Milne, D., builder, Waipukurau.  
 Monk, J. C., Warwick Road, Hastings.  
 Monk, J. W. C., builder Karamu Road, Hastings.  
 Mullaney and Harford, builders, Napier.  
 Murray, Roberts, and Co., merchants, Napier.  
 Nettleship and Wilkins, builders, Hastings.  
 North British Freezing-works, Westshore, Napier.  
 Northe and Sons, builders, Napier.  
 Northey, J., builder, Napier.  
 Nichol, H. C., builder, Havelock North.  
 Niven, J. J., and Co., engineers, Port Ahuriri, Napier.  
 Ockenden, W., builder, Swinburne Street, Dannevirke.  
 Pakipaki Freezing-works (Borthwick and Sons), Pakipaki.  
 Pearey, James, builder, 1 Bay View Road, Napier.  
 Pemberton and Davis, builders, Wairoa.  
 Philips, Wright, and Co., builders, Heretaunga Street,  
 Hastings.  
 Player Bros., builders, Napier South, Napier.  
 Potts, E., builder, Allardice Street, Dannevirke.  
 Powell, H., builder, Otane.  
 Reidy and Jennings, builders, Napier South, Napier.  
 Retter, L. C., builder, Tepapakuku, Dannevirke.  
 Riach, W., builder, Nelson Street, Hastings.  
 Richardson and Co., Port Ahuriri, Napier.  
 Robertshaw, H., builder, Waipawa.  
 Robinson and Saunders, builders, Hastings.  
 Robjohn, Hindmarsh, and Co., Port Ahuriri, Napier.  
 Rood, W. J., builder, Napier South, Napier.  
 Row, H., builder, Hastings.  
 Scanlon and Cain, builders, Queen Street, Hastings.  
 Scott, A., builder, Hastings.  
 Scott, A., builder, Napier.  
 Scott, J. L., builder, Barraud Street, Dannevirke.  
 Sellars, James, builder, Taradale.

Sharpin, J., builder, Waipukurau.  
 Smale, R., builder, Napier.  
 Smith and Smith, builders, Hastings Street, Napier.  
 Staines, J., builder, Waipukurau.  
 Stanley Bros., builders, Karamu Road, Hastings.  
 Strickett, S., builder, Waipukurau.  
 Styles, T., builder, Karamu Road, Hastings.  
 Taylor, F., builder, Wairoa.  
 Taylor, T. F., builder, Napier.  
 Tomoana Freezing-works (Nelson Bros.), Tomoana.  
 Tong, S. T., builder, Karamu Road, Hastings.  
 Tucker, F. L., builder, Lascelles Street, Hastings.  
 Turner Bros., builders, Napier.  
 Turner, Thomas, builder, Napier South, Napier.  
 Turville, A. J., builder, Battery Road, Napier.  
 Walters, W. H., builder, Napier.  
 Ward, W., builder, Awatoto, Napier.  
 White, A. J., builder, Hastings.  
 White, E., builder, Hastings.  
 White, James, builder, Rissington.  
 Wigzell, A., builder, Woodville (H.B.).  
 Wilson, H. A., builder, Hastings.  
 Wilson, P., builder, Wairoa.  
 Winlove, J., builder, Waipukurau.  
 Wolfe, J., builder, Shakespeare Road, Napier.  
 Woodburn, W., builder, Takapau.  
 Wright, A. J., Napier South, Napier.  
 Yardley, W., builder, Takapau.

*Painters and Decorators.*

Bailey and McCarthy, Hastings Street, Napier.  
 Bartle, William, Hastings.  
 Battershill, J., Hastings.  
 Black, James, Emerson Street, Napier.  
 Borthwick Bros. and Co., Pakipaki.  
 Bott and Lind, Dannevirke.  
 Burden, T. L., and Son, Hastings.  
 Campion, Charles V., Lathan Street, Napier.  
 Common, Henry, Napier.  
 Cotton, Henry, Hastings.  
 Crabbe, Christopher, Nelson Crescent, Napier.  
 Davey and Co., Waipawa.  
 Eaton, A. J., Hastings.  
 Fountain, Charles, Latham Street, Napier.  
 Fraser, A. J., Woodville.  
 Garnham, J. H., Thackeray Street, Napier.  
 Gatfield, Boyd, Frasertown.  
 Goodyer, E. A., Waipukurau.

Hall, Green, Havelock North.  
 Harman, H. J., Wellesley Road, Napier.  
 Hawke's Bay Farmers, Wakatu.  
 Hill, H. G., Wairoa.  
 Hillier, Frank, Takapau.  
 Johansen, O., Wairoa.  
 Jones and Co., Hastings Street, Napier.  
 Laurence, W. J., Queen Street, Hastings.  
 McConnell, C., Shakespeare Road, Napier.  
 Mason and Erickson, Dannevirke.  
 Meade Bros., Havelock North.  
 Moir, William, Taradale.  
 Murrow, Thomas, Norman's Lane, Napier.  
 Nash, Albert, High Street, Dannevirke.  
 Nelson Bros., Tomoana.  
 North British and Hawke's Bay Freezing-works, Napier.  
 Osgood, Samuel, Dannevirke.  
 Perkins, H. J., Woodville.  
 Powell, H., Otane.  
 Sargeant, S., Wairoa.  
 Scott, H. M., Greenmeadows, Napier.  
 Scott, R. McD., Waipukurau.  
 Slatford, Thomas, Waipukurau.  
 Tustin, J. B., Heretaunga Street, Hastings.  
 Williams Bros., Emerson Street, Napier.  
 Williams, Charles, Cameron Road, Napier.  
 Wise, J., Hastings.  
 Woodcock, S. S., Wellesley Road, Napier.

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 1st day of May, 1916, and shall continue in force until the 1st day of May, 1917, 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 7th day of April, 1916.

T. W. STRINGER, Judge.

SCHEDULE.

*Minimum Rate of Wages.*

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

*Hours of Work.*

2. (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, one hour to be allowed each day for dinner (Saturdays excepted), from the 1st September to the 30th April, both days inclusive; and from the 1st May to the 31st August, from 8 a.m. to 4.30 p.m. on five days of the week and from 8 a.m. to noon on Saturdays, one half-hour to be allowed for dinner (Saturdays excepted).

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

*Under-rate Workers.*

3. (a.) Any worker who considers himself incapable of earning the wages prescribed in clause 1 hereof may be paid such wages as may from time to time be agreed upon in writing between any employer and the secretary or president of the union, and in default of such agreement within twenty-four hours after such worker shall have applied in writing to the secretary of the union stating his desire that his wages shall be agreed upon, as shall be fixed in writing by the Inspector of Awards, upon the application of such worker, after twenty-four hours' notice in writing to the secretary of the union, who shall, if desired by him, be heard by

such Inspector of Awards on such application; and no employer shall employ more than one under-rate worker to every three fully paid journeymen: Provided that under-rate workers may be employed if fully competent men are not available.

(b.) Any worker whose wage shall have been so fixed may work and be employed by any employer for such less wage for the period of six calendar months, and after the expiration of the said period of six calendar months until fourteen days' notice in writing shall have been given to him by the secretary of the union requiring his wages to be fixed in manner prescribed by this clause.

(c.) The union shall keep a book, open for inspection without fee at all hours, in which shall be entered in full the names of all the men in respect of whom a wage shall have been fixed under the provisions of section (a), and the date when such was fixed.

#### *Overtime.*

4. All time worked beyond the time mentioned in the foregoing clause, numbered 2, shall be considered overtime, and shall be paid for at the following rates: Time worked from the ordinary hours of ceasing work up to 8 p.m. (and from 6 a.m. to 8 a.m., provided no work has been done on any day before 6 a.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 for commencing work, double time if worked continuously; on Saturdays, from the ordinary time of closing until midnight, time and a half; on Sundays, Christmas Day, Good Friday, and Labour Day, double time.

#### *Payment of Wages.*

5. (a.) All wages shall be paid weekly in cash, either on the job or at the employer's place of business for town and suburban work. The recognized pay-day shall be Friday in each week, but if not convenient wages to be paid not later than 11.30 a.m. on the following day (Saturday) on the job, failing such (except for the employee's own default) the employee is to be allowed ordinary walking-time up to one half-hour to the employer's place of business by 12 noon.

(b.) Men engaged on country work may make special arrangements with their employers for payment to their families or others on their written orders.

#### *Apprentices.*

6. (a.) All boys commencing to work in any branch of the trade shall be legally indentured as apprentices.

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

(c.) Any employer upon taking an apprentice shall give notice thereof and the name of the apprentice to the Inspector of Awards of the district within one week after the expiration of the period of probation, and all indentures shall be forwarded to the Inspector of Awards for the district for his approval and endorsement.

(d.) 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.

(e.) 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 these conditions, and any such transfer shall be intimated to the Inspector of Awards within one week from such transfer.

(f.) Each employer employing apprentices shall, when called upon in writing by the secretary of the union, give reasonable information to the secretary of the number of apprentices in his employ and the particulars of their engagement, and shall, if such secretary shall request him to do so, allow such secretary to inspect the deeds of apprenticeship of any such apprentices.

(g.) Any overtime worked by an apprentice shall be paid for at the rate of 6d. per hour to the end of the third year, and 1s. per hour for the remainder of the term of apprenticeship. No apprentice shall be allowed to work more than fifteen hours' overtime in any one week.

(h.) The wages to be paid to apprentices shall be as follows: 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; for the fifth year, £1 10s. per week.

(i.) An apprentice absenting himself from work without the consent of his employer for any cause shall not be entitled to be paid for the time so lost, and shall make up such time before the following year of his apprenticeship shall be deemed to commence, and the total period of his apprenticeship shall be extended for a period equal to such lost time.

#### *Suburban Work.*

7. (a.) "Suburban work" means work performed at a distance of over two miles from the chief post-office of any town in which this award operates, but which does not come within the definition of "country work."

(b.) Any journeyman or apprentice employed upon suburban work shall be on the job at the time appointed, and shall be con-



veyed by his employer to and from such work free of charge, or 1s. per day allowed for travelling-expenses.

(c.) No worker residing less than two miles by a convenient mode of access for foot-passengers from the place where the work is to be performed shall be entitled to the allowance mentioned in this clause.

#### *Country Work.*

8. (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 such employer, but once only during the continuance of the work if such work is continuous and the journeyman or apprentice is not in the meantime recalled by his employer. Any journeyman employed upon country work shall be paid, in addition to his wages, a further sum of 2s. per day, and his employer may allow such journeyman to work a further sixteen hours per week at ordinary rates.

(c.) Any time worked beyond the above-mentioned hours shall be paid for at overtime rates hereinbefore mentioned, and his employer shall also pay such worker ordinary rates for all time engaged in travelling to and returning from such work, but once only unless recalled by the employer, and travelling-time to be not more than eight hours per day.

(d.) Employers shall see that proper sleeping-accommodation is provided for their employees. Apprentices shall be exempt from all charges for food, the employer being responsible for same.

(e.) If any question shall arise at any time during the currency of this award as to whether any particular job or jobs come within the definition of "suburban" or "country work," the matter may, if the parties are unable to agree, be submitted to the Court by way of an application for interpretation.

#### *Preference.*

9. (a.) It shall be the duty of every employer when engaging a journeyman to ask him to produce his member's card, and if unable to produce same the employer shall notify the secretary within seven days as from the date of employing such journeyman.

(b.) It shall be the duty of every non-unionist so engaged to join the union within one week after receiving from the secretary of the union a request in writing to do so.

(c.) Compliance by the employer with the provisions of this clause shall relieve him from all liability under the provisions of this award relating to preference.

(d.) The provisions of the foregoing clause shall operate only if and so long as the rules of the union shall permit any journeyman painter or decorator 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.

*Piecework.*

10. No piecework shall be allowed.

*Tools.*

11. Employers shall provide all brushware, except dusters and paperhangers' laying-on brushes.

*Scope of Award.*

12. This award shall apply to all persons carrying on business coming within the scope of this award within the Provincial District of Hawke's Bay.

*Exemptions.*

13. (a.) Mr. William Ward, of Awatoto, is exempted from clause 7 of this award so far as his factory is concerned.

(b.) The North British and Hawke's Bay Freezing Company is exempted from the operation of this award conditionally on the work done by it which is covered by this award being confined to its works only.

(c.) Nelson Bros. (Limited) are exempted from the operation of this award so far as concerns their Tomoana works and buildings in connection therewith.

(d.) T. Borthwick and Sons (Limited) are exempted from the operation of this award so far as concerns their Pakipaki works and buildings in connection therewith.

(e.) The Hawke's Bay Farmers' Meat Company (Limited) is exempted from the operation of this award so far as concerns its Whakatu works and buildings in connection therewith.

(f.) The Napier Harbour Board is exempted from the operation of this award so far as concerns any work except new buildings or the repainting of old buildings.

*Term of Award.*

14. This award shall come into force on the 1st day of May, 1916, and shall continue in force until the 1st day of May, 1917.

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 7th day of April, 1916.

T. W. STRINGER, Judge.

## MEMORANDUM.

This award embodies the recommendations of the Council of Conciliation, which the parties agreed to accept with some slight modifications in respect of the "Suburban work" and "Country work" clauses. The parties themselves are responsible for the terms of the machinery clauses—namely, "Under-rate workers," "Apprentices," and "Preference." The last-named clause is in a form which the Court would not have inserted in the award but for the fact that it was agreed upon by the Council of Conciliation.

T. W. STRINGER, Judge.

NOTE.—Section 90, subsection (1) (d), of the Industrial Conciliation and Arbitration Act, 1908, provides that, notwithstanding the expiration of the currency of the award, the award shall continue in force until a new award has been duly made or an industrial agreement entered into, except where the registration of an industrial union of workers bound by such award has been cancelled.