

(10784.) WELLINGTON, LYTTELTON, AND PORT CHALMERS
PAINTERS (ON SHIP WORK).—AWARD.

[Filed in the Office of the Clerk of Awards, Wellington.]

In the Court of Arbitration of New Zealand, Wellington, Canterbury, and Otago and Southland Industrial Districts.—
In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the New Zealand Federated Painters and Decorators' Industrial Association of Workers and the undermentioned Industrial Unions of Workers (hereinafter called "the union") :—

The Wellington Amalgamated Society of Painters, Decorators, and Leadlight Workers' Industrial Union of Workers, Trades Hall, Wellington

The Christchurch Painters' Industrial Union of Workers, Trades Hall, Christchurch

The Dunedin Painters' Industrial Union of Workers, 23 Douglas Terrace, North-east Valley, Dunedin

and

the undermentioned companies (hereinafter called "the employers") :—

Wellington Patent Slip Co., Wellington

The Union Steamship Co. of New Zealand, Ltd., Wellington, Lyttelton, and Port Chalmers.

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 a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 4th day of April, 1935, and shall continue in force until the 31st day of March, 1936, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 3rd day of April, 1935.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Definition of Ship Painters' Work.

1. "Skilled painters' work" in connection with ships means painting passenger accommodation and crew's quarters, and deck houses, flattening, enamelling, graining, gilding, or writing names; also painting in oil in connection with any of the foregoing.

Hours of Work.

2. The hours of work shall be eight hours, to be worked between 7.30 a.m. and 4.30 p.m., or between 8 a.m. and 5 p.m., on five days of the week, and four hours, to be worked between 7.30 a.m. and 11.30 a.m., or between 8 a.m. and noon, on Saturdays. One hour to be allowed for dinner each day (Saturdays excepted), but the employer may agree with his workers to allow not less than half an hour for dinner.

Holidays.

3. (a) For all hours worked on Sundays, Christmas Day, New Year's Day, Good Friday, and Labour Day double time shall be paid.

(b) For all hours worked on 2nd January, Anniversary Day, Easter Saturday, Easter Monday, King's Birthday, and Boxing Day time and a half shall be paid.

(c) Notice of closing down for Christmas holidays shall be posted in a conspicuous place at least three days before the holidays.

Overtime.

4. (a) Overtime shall be worked as required by the employer. For work done outside the daily hours mentioned in clause 2 hereof payment shall be made at the rate of time and a half.

(b) No worker shall be required to work more than five hours continuously without a meal except in cases of emergency, such as causing delay in slipping or unslipping, docking or undocking vessels, in which case the time shall be extended to six hours and time and a half rate shall be paid for the sixth hour.

(c) Any worker having worked all day and night until the ordinary time of starting work next day and being required to continue working on into the next day shall be paid time and a half rates for all such time worked on the second day.

(d) Any worker having worked all day and having continued to work till after midnight shall be given eight hours off or be paid time and a half rates for all time worked on the second day.

(e) *Meal-money.*—The employer shall allow meal-money at the rate of 1s. 3d. per meal when workers are called upon to work overtime after 6.30 p.m. Mondays to Fridays inclusive, or after 1.30 p.m. on Saturdays, provided that such workers cannot reasonably get home to their meals.

(f) Any worker required to commence work after the cessation of public wheeled traffic or before the ordinary time of starting of such traffic, and any worker who may work continuously until after the cessation of public wheeled traffic and

cease work before the ordinary time of starting of such traffic, shall be paid for time occupied in travelling from or to his home, computed on three miles per hour, at ordinary rates of pay, except that if a conveyance is provided for the worker by his employer he shall not be entitled to payment for this travelling time.

For the purpose of this clause "public wheeled traffic" shall mean trams, buses, trains, or ferries ordinarily used by workers travelling to and from their work.

Wages.

5. (a) The minimum rate of wages to be paid to workers under this award (when they are not provided for under other awards or agreements) shall be: For painters, 2s. per hour.

(b) Where a worker has been specially directed by his employer to take charge of any outside job, such worker shall be paid 1s. per day extra, provided that the job shall extend for one day or more.

(c) All wages shall be paid weekly and on Fridays, and within fifteen minutes of knocking off work. In the event of a holiday falling on a Friday, wages shall be paid on the Thursday.

(d) All wages shall be paid on dismissal of a worker or if the worker leaves of his own accord within twenty-four hours of leaving.

Travelling-time.

6. (a) Journeymen shall be paid travelling-time between the hours of 7.30 a.m. and 5 p.m. on all days occupied in travelling when sent away in a vessel, unless they are at the same time employed at work thereon and in returning home from such vessel, such travelling-time to be paid for at ordinary rates, but not to a greater amount than eight hours in the day. All passage-money shall be paid by the employer and meals provided in all cases where meals are not included in the fare.

(b) When a worker is required to travel by coastal steamer, first-saloon fares shall be provided; when travelling by train second-class fares shall be provided.

(c) Workers shall not be entitled to travelling-time or fares to and/or from the job except as provided in paragraphs (a), (d), (e), and (f) hereof, and their wages shall not commence until the time they are ordered to start work and attend on the job for which they are engaged.

(d) Men who are required to work at the Jubilee Dock, Wellington, or at Miramar, shall be paid 9d. each way to cover travelling time and fares, or in lieu thereof the employer may provide free conveyance. In the case of men transferred from

the Patent Slip to work elsewhere within the Port of Wellington, the employer shall convey them to and from such other place and shall pay them for the time occupied.

(e) Workers required to travel in the ferry steamers between Wellington and Lyttelton for the purpose of painting on such steamers shall be paid four hours' travelling-time at ordinary rates for each night at sea.

(f) Journeymen travelling between Port Chalmers and Dunedin shall be paid 5s. per day (or part of a day), such payment to cover travelling-time, railway fares, and meals.

Dismissal.

7. Where men are discharged they shall be allowed time, not exceeding two hours, 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.

Fumigation.

8. Workers called upon to fumigate with cyanide shall be paid an additional sum of 6d. per hour whilst so employed.

Preference.

9. (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 seven 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. The provisions of this subclause relating to the dismissal of workers shall apply, with equal effect to any worker coming within the scope of this award engaged since the 14th day of May, 1934, but before the coming into force of this award, who is not a member of the union during the currency of this award.

(b) The provisions of this 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 1s. per week, and such fines as may be lawfully imposed on him for non-attendance without reasonable excuse at a specially called meeting of the union, of which written notice has been given to him or sent to

him by post at his last address as notified by him to the union, or for misconduct at a meeting of the union, or for being more than three months in arrear, without reasonable excuse, in his contributions to the union: Provided that the maximum fine shall not exceed 2s. 6d. for non-attendance at a meeting of the union or for being in arrear with his contributions, and £1 for misconduct at a meeting of the union.

(c) The term "the union" shall mean the local union affiliated with the New Zealand Federated Painters and Decorators' Industrial Association of Workers.

(d) The provisions of this clause shall not apply to fumigating.

Under-rate Workers.

10. (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 to be 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 Awards 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.

Scope of Award.

11. This award shall apply to work done at the ports of Wellington, Lyttelton, and Port Chalmers (including Dunedin).

Term of Award.

12. This award shall come into force on the 4th day of April, 1935, and shall continue in force until the 31st day of March, 1936.

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 3rd day of April, 1935.

_____ F. V. FRAZER, Judge.

MEMORANDUM.

This award is made, with the consent of the parties, as a separate award from the general Painters' Award.

[L.S.]

_____ F. V. FRAZER, Judge.