

5. *Payment for Waiting.*—In the event of men being told off to start work at any vessel between the hours of 5 p.m. and 8 a.m. and of the work not being commenced at the time ordered, the men so told off shall, after the first hour has expired (for which no payment shall be made), be paid at the rate of half-time for the period during which they shall be waiting.

6. *Sunday Work.*—In the event of a vessel starting work at midnight on Sunday or before 8 a.m. on Monday the men required shall be told off on Saturday, and not on the arrival of a boat on Sunday. If any uncertainty exists as to the time of starting, a notice shall be posted on the corner or at the Sailors' Rest.

7. *Employers not to discriminate against Union.*—Employers in employing labour shall not discriminate against members of the Workers' Union, and shall not, in the engagement or dismissal of men or in the conduct of their business, do anything for the purpose of injuring the Workers' Union directly or indirectly.

8. When members of the Workers' Union and non-members are employed together there shall be no distinction between members and non-members, and both shall work together in harmony, and shall receive equal pay for equal work.

In witness whereof the seal of the Court of Arbitration of New Zealand hath been hereunto put and affixed, and the President of the Court hath hereunto set his hand, this 30th day of November, 1899.

W. B. EDWARDS, J., President.

DUNEDIN PAINTERS.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of "The Industrial Conciliation and Arbitration Act, 1894," and the amendments thereof; and in the matter of an industrial dispute between the Dunedin Painters' Industrial Union of Workers and P. Omand, of George Street, Dunedin; A. Lees, of George Street, Dunedin; R. Waghorn, of George Street, Dunedin; F. Fogo, of Frederick Street, Dunedin; E. Admore, of Frederick Street, Dunedin; A. Gillies, of Moray Place, Dunedin; T. J. Wright, the younger, of Moray Place, Dunedin; Smith and Smith, of the Octagon, Dunedin; William Timms, of Filleul Street, Dunedin; J. Abbot, of Filleul Street, Dunedin; G. Drew and Co., of St. Andrew Street, Dunedin; J. Nesbit, of St. Andrew Street, Dunedin; J. Nicholson, of St. Andrew Street, Dunedin; Robertson and Randall, of King Street, Dunedin; F. Johnston, of King Street, Dunedin; T. Lake, of Duncan Street, Dunedin; Baker and Son, of Union Street, Dunedin; William Gillam, of Dundas Street, Dunedin; W. Mitchell, of Dundas Street, Dunedin; J. Wren and Co., of Princes Street, Dunedin; H. S. Fish and Son, of Princes Street, Dunedin; Beck Brothers, of Walker Street, Dunedin; S. Beek, of Maitland Street, Dunedin; H. Bennis, of George Street, Dunedin; M. Miller, of Kattray Street, Dunedin; G. Honeyman, of Russell Street, Dunedin; R. Gartshore, of Russell Street, Dunedin; McGregor Brothers, of Arthur Street, Dunedin; W. Henderson, of Clyde Street, Dunedin; S. Aburn, of Leith Street, Dunedin; Smith and Co., of McLaggan Street, Dunedin; W. Giles and Son, of Burnside; W. Welbourne, of Caversham; T. W. Munro, of Caversham Rise; E. Connor, of South Dunedin; A. Peterson, of South Dunedin; J. Fitzgerald, of South Dunedin; J. Chetwin, of South Dunedin; J. McKenzie, of South Dunedin; T. Fiddis, of South Dunedin; J. Cuddie, of St. Kilda; T. Wren, of Mornington; J. Harvey, of Mornington; C. Fottrell, of Mornington; Hardish and Proctor, of Mornington; H. Brooks, of Woodhaugh; J. Randall, of Kaikorai; W. Rawlinson, of Kaikorai; W. Sawell and Son, of Kaikorai; W. Knowles, of Kaikorai; J. Smith, of Opoho; M. Smith, of Opoho; T. J. Wright and Son, of North-east Valley; T. Pledger, of Abbott Street, Dunedin; Alfred Lowry, of Bayview Road, South Dunedin; Christopher Hickey, of Mornington; Walter Smith, of Roslyn; John Rigby and Son, of Maori Hill; Robert Watts, of Opoho; James Hughson, of Heriot Row, Dunedin; George Riddle, of Russell Street, Dunedin; and William Graham, of Fernhill Street, Dunedin, all of whom are employers of journeymen painters or are master painters, and all of whom are hereinafter collectively referred to as "the employers."

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 Dunedin Painters' Industrial Union of Workers (hereinafter called "the Workers' Union") by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives, 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 Workers' 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 Workers' 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 Workers' 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 observe 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 of any such breach: Provided, however (as provided by the 3rd section of "The Industrial Conciliation and Arbitration Act Amendment Act, 1898"), that the aggregate amount of penalties payable under or in respect of this award shall not exceed the sum of £500: And the Court doth further order that this award shall take effect from the 30th day of November, 1899, and shall continue in force until the 29th day of November, 1901.

In witness whereof the seal of the Court hath been hereto put and affixed, and the President of the Court hath hereto set his hand, this 30th day of November, 1899.

W. B. EDWARDS, J., President.

The Schedule referred to by the Foregoing Award.

1. *Hours of Employment.*—The recognised 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 day of August to the 31st day of May (both inclusive), and from the 1st day of June to the 31st day of July from 8 a.m. to 4.30 p.m. on five days in the week, and from 8 a.m. to noon on Saturdays, one half-hour to be allowed each day for dinner (Saturdays excepted).

2. *Wages.*—All journeymen working at any branch of the trade (except as hereinafter mentioned) shall be paid not less than 1s. 3d. per hour.

3. Any journeyman who considers himself not capable of earning the minimum wage may be paid such less wage as may from time to time be agreed upon in writing between such journeyman and the chairman and secretary of the Workers' Union; and, in default of such agreement within twenty-four hours after such journeyman has applied in writing to the secretary of the union stating his desire that such wage shall be so agreed upon, as shall be fixed in writing by the Chairman of the Conciliation Board for the industrial district upon the application of such journeyman, after twenty-four hours' notice in writing to the secretary of the Workers' Union, who shall (if desired by him) be heard by such Chairman on such application. Any journeyman whose wage has been so fixed may work and may be employed by any employer for such less wage for the period of six calendar months thereafter, 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 Workers' Union requiring his wage to be again fixed in manner prescribed by this clause.

4. *Overtime.*—All time worked beyond the time mentioned in rule 1 or on holidays shall be considered overtime, and shall be paid for at the rate of time and a quarter for the first four hours and time and a half afterwards on any day except Good Friday, Christmas Day, and Sunday, which shall be paid for at the rate of double time,