

**(4395.) NORTHERN DISTRICT (EXCEPT GISBORNE JUDICIAL DISTRICT) PLASTERERS.—AWARD.**

In the Court of Arbitration of New Zealand, Northern 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 Auckland Operative Plasterers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers"):

*Plasterers.*

- Allen, P., Mars Avenue, Edendale, Auckland.  
 Auckland Fibrous Plaster Company, Wakefield Street, Auckland.  
 Bater, L., Hobson Street, Auckland.  
 Batts, W., Vincent Street, Auckland.  
 Bourne and McGregor, Hamilton.  
 Carrara Ceiling Company (Limited), Mechanics Bay, Auckland.  
 Clarke, W. S., Stewart Street, Mount Eden, Auckland.  
 Fama Floor Company, Customs Street East, Auckland.  
 Joll Bros., Hamilton.  
 Kelly, W. F., Vermont Street, Ponsonby, Auckland.  
 Leman Bros., Balmoral Road, Mount Eden, Auckland.  
 McBeath, W., Abbotsford Street, Newmarket, Auckland.  
 Murphy and Pollard, Lake Road, Devonport, Auckland.  
 Newson and McEwan, Douglas Street, Ponsonby, Auckland.  
 Pardington, W., Lincoln Street, Ponsonby, Auckland.  
 Purdy, W. N., 16 Lawrence Street, Mount Eden, Auckland.  
 Taylor and Altham, Hamilton.  
 Thompson, J. M., Pukeora Road, Remuera, Auckland.  
 Wallace, H. V., and Co., Princes Street, Auckland.  
 Winterburn, H., Valley Road, Mount Eden, Auckland.

*Builders.*

- Auckland Builders and Contractors' Industrial Union of Employers, 303 Victoria Arcade, Queen Street, Auckland.  
 Bambury, J. W., Ramarama Road, Epsom, Auckland.  
 Buckley, H. J., Elizabeth Street, Mount Eden, Auckland.  
 Buckley, T. and A., New North Road, Kingsland, Auckland.  
 Murtagh and Belloe, Hamilton.  
 New Zealand Home Builders (Limited), Safe Deposit Buildings, Auckland.  
 Pattison and Brooks, Manukau Road, Parnell, Auckland.  
 Porter and Buckley, Brown Street, Ponsonby, Auckland.  
 Shellis, J. C., Mennie's Reserve, Arch Hill, Auckland.  
 Smith, J., Te Kuiti.  
 White, Sam, and Sons, Customs Street, Auckland.

*Masons.*

Bouskill, J., Symonds Street, Auckland.  
 McNab and Mason, Symonds Street, Auckland.  
 Parkinson, W., Victoria Street West, Auckland.

*Miscellaneous.*

Arnoldson, L., c/o Lichstenstein and Arnoldson, merchants,  
 Quay Street, Auckland.  
 Auckland Harbour Board, Quay Street, Auckland.  
 Briscoe and Co. (Limited), hardware merchants, Customs  
 Street, Auckland.  
 Chambers, John, and Son (Limited), engineers and con-  
 tractors, Fort Street, Auckland.  
 Endean, John, Waitemata Hotel, Queen Street, Auckland.  
 Frankovich Bros., wine-merchants, Durham Street, Auckland.  
 Lamont, T. F., tiler, Narrow Neck, Devonport, Auckland.

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 28th day of August, 1916, and shall continue in force until the 21st day of August, 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 14th day of August, 1916.

T. W. STRINGER, Judge.

## SCHEDULE.

*Hours of Work.*

1. Except as hereinafter mentioned the hours of work shall be from 8 a.m. to 5 p.m. on every week-day except Saturday, and on Saturday from 8 a.m. to noon. One hour shall be allowed for dinner on each day except Saturday, but an employer may agree with his workers to allow only half an hour for dinner during the period from 1st May to 31st August, so that work shall cease at 4.30 p.m. instead of 5 p.m.

*Rates of Wages.*

2. All journeymen plasterers shall be paid at the rate of not less than 1s. 7½d. per hour.

*Classes of Labour.*

3. Two classes of labour shall be recognized—namely, journeymen and apprentices.

*Definition of Work.*

4. The following shall be deemed to be plasterers' work: Wood-lathing, fixing fibrous plaster, and all interior and exterior plastering in connection with buildings. Casting fibrous plaster and fixing expanded-metal lathing may be done by workers other than plasterers.

*Holidays.*

5. (a.) The following holidays shall be observed: New Year's Day, Good Friday, Easter Monday, Labour Day, Christmas Day, and Boxing Day.

(b.) All time worked on Sundays or on any of the foregoing holidays shall be paid for at the rate of double time.

(c.) When any holiday shall be generally observed on any day other than the day herein mentioned the provisions of this award shall apply to such substituted holiday.

*Overtime.*

6. All work done beyond 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. 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. All time worked on Saturday afternoon shall be paid for at the rate of time and a half.

*Payment of Wages.*

7. (a.) All wages shall be paid weekly, either on the job or at the employer's place of business, and wherever paid shall be paid to the worker not later than fifteen minutes after he has left off work.

(b.) In the event of a worker being discharged or leaving of his own accord at any time during the week he shall be allowed half an hour to collect his tools of trade, and such worker shall be paid his wages within one hour of the time he is discharged. When a worker leaves of his own accord he shall be paid all wages due to him within twenty-four hours.

#### *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.

#### *Apprentices.*

9. (a.) The proportion of apprentices to journeymen shall be as follows: One apprentice to every three journeymen employed, and in computing the number of journeymen the employer is to be reckoned as one journeyman. For the purpose of determining the proportion of apprentices to journeymen in taking a new apprentice the calculation shall be based upon two-thirds full-time employment of the journeymen employed during the previous six calendar months.

(b.) Any employer taking an apprentice to learn the trade shall be deemed to undertake the duty which he agrees to perform as a duty enforceable under this award, and shall pay such apprentice

not less than the undermentioned rates of wages, namely: For the first year, 11s. per week; for the second year, 15s. per week; for the third year, £1 per week; for the fourth year, £1 10s. per week; and for the fifth year, £2 per week.

(c.) An apprentice who during his apprenticeship gains a certificate in Grade I, plasterers' work, of the City and Guilds of London Institute shall be paid during the last two years of his apprenticeship at the rate of not less than 2s. per week in excess of the ordinary apprentice rates.

(d.) 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 term of apprenticeship. No boy shall be allowed to serve a probation to more than two employers. The obligation of an apprentice to serve his employer shall be deemed to be a duty enforceable under this award.

(e.) At the end of the period of apprenticeship the employer shall give the apprentice a certificate to show that he has served his apprenticeship. Should the employer at any time before the termination of the apprenticeship wish for any reason to dispense with the services of an apprentice he shall give him a certificate for the time served and procure him another employer carrying on business within a reasonable distance of the original employer's place of business, who will continue to teach the apprentice, to pay him the wages prescribed by this award according to the total length of time he has served, and generally to perform the obligations of the original employer: Provided that it shall not be obligatory for an employer to find the apprentice another employer if he shall so misconduct himself as to entitle the employer to discharge him, but he shall give him a certificate covering the time actually served: And provided further that it shall not be competent for an employer to take over more than one such transferred apprentice over and above the number prescribed in sub-clause (a) hereof.

(f.) Any employer taking an apprentice shall give notice thereof and of the name of the apprentice to the local Inspector of Factories within one week of the expiration of the period of probation. Such notice shall be in writing and shall bear the signature of the employer; and an employer transferring an apprentice to another employer shall similarly within one week thereof give notice of such transfer to such Inspector. If requested to do so by the union the Inspector shall supply to the union the particulars obtained by him in this way with regard to any particular apprentice or apprentices.

(g.) An employer shall not be deemed to have discharged his duty towards his apprentice if he fails to keep him employed owing to slackness of work, but such slackness may form a proper ground for transferring him to a master willing to undertake the responsibility of teaching him.

(h.) When an apprentice is discharged for cause the employer shall send notice in writing of the discharge and of the cause thereof to the local Inspector of Factories.

(i.) Existing arrangements with or relating to apprentices now serving any employer may continue, provided that any employer wishing such arrangements to continue shall forward the names of his present apprentices to the Inspector of Factories within one month after the filing of this award.

(j.) All time lost by an apprentice through his own default or through sickness in any year of his apprenticeship shall be made up before such apprentice shall be considered as having entered upon the next succeeding year of his apprenticeship; but an apprentice working overtime shall have such time added to his ordinary time in calculating the respective years of his apprenticeship.

#### *Suburban Work.*

10. (a.) Work done elsewhere than at the shop of the employer, and over two miles from the corner of Symonds Street and Karangahape Road in the case of Auckland, or from the chief post-office in any other town, shall be considered suburban work, and journeymen and apprentices employed thereon shall either proceed to and from such work or they shall be conveyed to and from such work at the expense of the employer as the employer shall determine. Time reasonably occupied by the workers in travelling, or time occupied in conveying the workers to and from such work beyond the two-mile radius before mentioned, shall be allowed and paid for by the employer. No journeyman or apprentice residing less than two miles from the place where the work is to be performed by the nearest convenient mode of access for foot-passengers shall be entitled to the allowance mentioned in this clause.

(b.) If any journeyman or apprentice is required to use the ferry for the purpose of going to or returning from any place outside his employer's shop where the work is to be done his fare shall be paid by the employer.

(c.) On suburban work, where by reason of tram, train, or ferry it is inconvenient to work the hours specified in clause 1 hereof, it shall be competent for the union and the employer, with the consent of the workers, to agree that the hours be extended: Provided that in no case shall work commence before 7.30 a.m., or exceed nine hours per day or forty-four hours in any week at rates of pay provided by clause 2 hereof, and that this subclause shall not apply to work done after noon on Saturday.

(d.) The union shall give notice to the Inspector of Awards within three days of any such agreement being made.

#### *Country Work.*

11. (a.) "Country work" means work performed by a journeyman or apprentice which necessitates his sleeping away from his home.

(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 his 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 journeyman shall be paid more than an ordinary day's wage for any day occupied by him in travelling, although the hours occupied may exceed eight, unless he is on the same day occupied in working for his employer: Provided that any journeyman who is called upon to travel more than four hours on a Saturday shall be paid for eight hours.

(d.) Journeymen and apprentices employed upon country work shall be paid an additional sum of 2s. per day for six days in the week, but the employer may in lieu thereof provide them at his own expense with suitable board and lodging.

(e.) Notwithstanding anything herein contained any employer may agree with any worker 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 rate of wages herein prescribed for country work be paid.

#### *Sanitary Conveniences.*

12. Employers shall provide proper sanitary conveniences for their workers.

#### *Piecework.*

13. Piecework is prohibited. Work shall not be sublet (labour only).

#### *Preference.*

14. (a.) If any employer shall hereafter engage any worker who shall not be a member of the union, and who within one week after his engagement shall not become a member of the union 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.

(b.) Whenever an employer shall employ a worker who is not a member of the union he shall within three days thereafter give notice in writing of such employment to the secretary of the union.

(c.) The foregoing provisions of this clause shall operate only if and so long as the rules of the union shall permit any journeyman plasterer 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.

*Monumental Masons' Work.*

15. This award shall not apply to any plastering-work done in connection with the erection of tombstones or fences round graves in any cemetery.

*Exemption.*

16. So long as it shall pay to its workers the minimum wage prescribed by this award for work coming within the scope of this award the firm of John Chambers and Son shall be exempt from all the other provisions of this award.

*Existing Contracts.*

17. The provisions of this award shall not apply to contracts entered into before the hearing of this dispute by the Conciliation Council and uncompleted, but any employer desiring to take advantage of this provision shall, within twenty-eight days from the time from which this award shall take effect, give to the Inspector of Factories for the district notice in writing of the contract or contracts in respect of which he claims exemption, stating the date of such contract, the name of the person or body with whom the same has been entered into, and the nature of the work and where the same is to be performed, and no employer shall be entitled to the benefit of this provision in respect of any contract of which he has not so given notice.

*Scope of Award.*

18. This award shall not apply to any employers in that part of the industrial district which is included in the Gisborne Judicial District.

*Term of Award.*

19. This award shall come into force on the 28th day of August, 1916, and shall continue in force until the 21st day of August, 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 14th day of August, 1916.

T. W. STRINGER, Judge.

## MEMORANDUM.

This award contains a number of provisions which were agreed upon in Conciliation Council and accepted by the parties. The matters referred to the Court were (1) wages, (2) overtime, (3) suburban work; (4) preference, and (5) existing contracts, and these have been settled by the Court in conformity with other building trades awards.

T. W. STRINGER, Judge.