

(4413.) WELLINGTON (100-MILE RADIUS) PLASTERERS.—
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 Wellington Plasterers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

The Wellington Builders and Contractors' Association Industrial Union of Employers, Wellington.

Brown and Johnson, contractors, Johnston Street, Wellington.

Brown, J. C., contractor, Aurora Terrace, Wellington.

Brownlee Limited, contractors, Kilbirnie, Wellington.

Burke, D., contractor, Petone, Wellington.

Carara Ceiling Company, plasterers, Adelaide Road, Wellington.

Chapman Taylor, J. W., plasterer, Molesworth Street, Wellington.

Clarke, E., contractor, Kilbirnie, Wellington.

Dement, C. H., contractor, 6 Home Street, Wellington.

Emery, C., plasterer, Ranfurly Terrace, Wellington.

Foley, C., plasterer, Mein Street, Wellington.

Foley, T., and Son, plasterers, York Street, Wellington.

Frain, M., and Sons, contractors, Upland Road, Kelburn, Wellington.

Gear Meat Company (Limited), Wellington.

Karori Borough Council, Karori, Wellington.

Kent and Bryant, plasterers, Rolleston Street, Wellington.

Knight, H. H., contractor, Ebor Street, Wellington.

McGuire, H., plasterer, Palmerston North.

McMillan, J., plasterer, Rintoul Street, Wellington.

McMinn, P., plasterer, Palmerston North.

Miramar Borough Council, Wellington.

Pack and Charman, plasterers, Elizabeth Street, Wellington.

Pinnock, C., plasterer, Grafton Road, Wellington.

Platt, W., plasterer, Molesworth Street, Wellington.

Renner and Co., contractors, Taranaki Street, Wellington.

Shapcott, H., plasterer, Northland, Wellington.

Smith, T., plasterer, Palm Grove, Wellington.

Sollit Bros., contractors, East Street, Palmerston North.

Sykes, George, contractor, Lower Hutt.

Taylor and Hodges, contractors, South Road, Masterton.

Trevor Bros., contractors, Adelaide Road, Wellington.

Wellington City Council, Wellington.

Wellington Harbour Board, Wellington.

Wellington Hospital and Charitable Aid Board, Wellington.

Wilkinson, W., contractor, Weld Street, Feilding.
 Wood, J. W., contractor, Taranaki Street, Wellington.
 Wylie, D. J., plasterer, South Road, Masterton.

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 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 18th day of September, 1916, and shall continue in force until the 18th day of September, 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 11th day of September, 1916.

T. W. STRINGER, Judge.

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 SCHEDULE.

Hours of Work.

1. Forty-four hours shall constitute an ordinary week's work, eight hours to be worked on five days of each week between the hours of 8 a.m. and 5 p.m., and four hours to be worked on Saturdays between the hours of 8 a.m. and 12 noon.

Definition of Work.

2. All internal and external plastering, wood-lathing, fixing fibrous and any other kind of plaster; also cement floors, walls, ceilings, rough-cast, fixing all kinds of ornaments in plaster or cement, or patent plaster of any kind.

Classes of Workers.

3. Two classes of workers shall be recognized—apprentices and journeymen.

Rates of Wages.

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

Payment of Wages.

5. (a.) All wages shall be paid weekly either on the job or at the employer's place of business, but wherever paid they shall be paid to the workman not later than fifteen minutes after leaving off work.

(b.) In the event of the worker being discharged or leaving at any time during the week one hour's notice shall be given on either side, and such worker shall be paid his wages within twenty-four hours from the time he is discharged or leaves his work.

Apprentices.

6. (a.) The proportion of apprentices to journeymen shall be as follows: One apprentice to every two 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 on a new apprentice the calculation shall be based on a 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, 10s. per week; for the second year, 15s. per week; for the third year, £1 2s. 6d. per week; for the fourth year, £1 12s. 6d. per week; and for the fifth year, £2 per week.

(c.) 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. 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 a duty enforceable under this award.

(d.) 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 the 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 upon the 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.

(e.) An employer taking an apprentice shall give notice thereof and of the name of the apprentice to the Inspector of Factories within two weeks after the expiration of the period of probation, and an employer transferring an apprentice to another employer shall similarly within two weeks thereof give notice of such transfer to such Inspector.

(f.) 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.

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

(h.) All time lost by an apprentice through his sickness or his own default may be deducted from his wages.

(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 two weeks after the filing of this award.

(j.) No employer of plasterers shall be deemed qualified to take an apprentice who has not been an employer of plasterers for at least six months.

Overtime and Holidays.

7. (a.) All time worked 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.) Workmen 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, Christmas Day, or Boxing Day double time shall be paid, and for work done on Saturday half-holiday time and a half shall be paid.

Suburban Work.

8. (a.) "Suburban work" in the case of employers carrying on business in the City of Wellington means work performed outside a radius of two miles from the Te Aro Post-office, Wellington, but which does not come within the definition of "country work"; and in the case of other employers coming within the scope of this award means work performed outside a radius of two miles from the employer's place of business, but which does not come within the definition of "country work."

(b.) Workers shall be at the place where the work is to be performed at the time appointed for the commencement of work, but should such place be beyond the two-miles limit provided in clause (a) hereof employers shall either pay workers at the rate of three miles an hour for the time occupied by them in travelling by the nearest road used by foot-passengers to and from such work in excess of two miles, or shall pay their tramway or other fares going to and returning from such work once each day.

(c.) If the city employers elect to pay tram fares such fares shall be paid to and from the work commencing and finishing at the tramway-section end nearest to the Te Aro Post-office and most convenient to the work.

(d.) Any worker having to proceed by train to his work shall receive his railway fare, and such worker shall also be paid the actual time occupied in travelling to and from such work.

(e.) No worker who resides within two miles by a road for foot-passengers of the place where the work is to be performed shall be entitled to any of the allowances mentioned in the preceding subclauses of this clause.

Country Work.

9. (a.) "Country work" in the case of employers carrying on business within the scope of this award means work which requires a worker to sleep away from his usual place of residence.

(b.) Any worker 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 the 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 by him may exceed eight, unless he is on the

same day occupied in working for his employer: Provided that any worker who is called upon to travel more than four hours on a Saturday shall be paid for eight hours.

(d.) When journeymen employed upon country work are required to sleep away from their own homes an additional allowance of 4d. per hour for the time worked shall be paid to them, but the employer may in lieu thereof provide them at his own expense with suitable board and lodging. Employers shall provide suitable board and lodging for apprentices employed on country work.

(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.

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 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.

Preference.

11. (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.

(b.) The provisions of the foregoing 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 6d. per week.

(c.) Whenever an employer shall employ any worker who is not a member of the union he shall within forty-eight hours thereafter give notice in writing of such employment to the secretary of the union.

Scope of Award.

12. This award shall be limited in its operation to employers carrying on business within a radius of 100 miles from the Chief Post-office in the City of Wellington.

Partial Exemptions.

13. The following special provisions shall apply to the Wellington Harbour Board, the Gear Meat Company and the Wellington City Council:—

(a.) They shall pay not less than the wages fixed by this award for any work coming within the scope hereof, and shall pay overtime for any work done by any worker in excess of forty-four hours in any one week at the following rates—that is to say, time and a quarter for the first three hours, time and a half for the next four hours, and thereafter double time.

(b.) They shall pay the rates prescribed by this award for any work done on Sundays or on any of the holidays mentioned herein.

(c.) They are exempted from the operation of all the other provisions of this award.

Term of Award.

14. This award shall come into force on the 18th day of September, 1916, and shall continue in force until the 18th day of September, 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 11th day of September, 1916.

T. W. STRINGER, Judge.

MEMORANDUM.

The only questions submitted to the Court in this dispute were as to the wages and suburban and country work, the remaining points having been settled before the Conciliation Council.

In view of the recent awards made in Dunedin and Auckland the Court did not see its way to increase the rate of wages for journeymen in this industry in the Wellington Industrial District, all workers in the chief centres being now on a footing of equality in this respect.

The Court has made the suburban clause conform to the corresponding clause already existing in several branches of the building trade, and has made some slight modifications in the country-work clause.

T. W. STRINGER, Judge.
