

## CANTERBURY INDUSTRIAL DISTRICT.

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### (4432.) CHRISTCHURCH PLASTERERS.—AWARD.

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

Andrews and Son, plasterers, 154 Oxford Terrace, Christchurch.

Aurish, P., plasterer, Lincoln Road, Spreydon, Christchurch.

Calvert Bros., builders, Stirling Street, Sydenham, Christchurch.

Calvert, C., builder, Hazeldean Road, Sydenham, Christchurch.

Fama Stonewood Company (Limited), plasterers, Madras Street, Christchurch.

Field, R., and Son, plasterers, Hanover Street, Sydenham, Christchurch.

Foley, F., plasterer, 94 East Belt, Linwood, Christchurch.

Foley, J., plasterer, 94 East Belt, Linwood, Christchurch.

Forward and Hammon, plasterers, 195 Peterborough Street, Christchurch.

Goss, James, builder, Peterborough Street, Christchurch.

Hatherly Bros., plasterers, 494 Barbadoes Street, St. Albans, Christchurch.

- Jamieson, J. and W., builders, Colombo Street, Christchurch.  
 Johns, J., builder, 29 Radley Street, Woolston, Christchurch.  
 Malzard, Charles, jun., plasterer, 31 Edgeware Road, St. Albans, Christchurch.  
 Moore Bros., builders, 76 North Street, Christchurch.  
 Moss, T. A., plasterer, Selwyn Street, Christchurch.  
 Musgrave, J. C., plasterer, 62 Hills Road, Shirley, Christchurch.  
 Newman, J., plasterer, 24 Charles Street, Christchurch.  
 Orchard, A., plasterer, Bealey Avenue, Christchurch.  
 Orchard, C., plasterer, Bealey Avenue, Christchurch.  
 Orchard, C., plasterer, Kilmore Street, Christchurch.  
 Orchard, J., plasterer, 82 Kilmore Street, Christchurch.  
 Otley and Son, plasterers, 108A Gloucester Street, Christchurch.  
 Patrick and Mackenzie, plasterers, 934 Colombo Street, Christchurch.  
 Paynter and Hamilton, builders, Tuam and Durham Streets, Christchurch.  
 Pollard, William C., plasterer, 164 Strickland Street, Christchurch.  
 Pugh, R., plasterer, Bligh's Road, Papanui, Christchurch.  
 Simpson, G., builder, Gloucester Street, Christchurch.  
 Smith, J., builder, St. Asaph Street, Christchurch.  
 Snook, A., plasterer, Wyson Street, North Linwood, Christchurch.  
 Soanes, H., builder, Ranfurly Street, Christchurch.  
 Swanston, A., builder, Gloucester Street, Christchurch.  
 Wilson, J. H., plasterer, 145 Oxford Terrace, Christchurch.

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 as from the 18th day of September, 1916, and shall continue in force until the 18th day of September, 1918, 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 19th day of September, 1916.

T. W. STRINGER, Judge.

#### SCHEDULE.

##### *Classes of Labour.*

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

##### *Definition of Work.*

2. Plastering shall include all shop-work and fibrous-plaster work.

##### *Hours of Work.*

3. From 1st August to 30th April (both days inclusive) the 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 12 noon on Saturday, with one hour for dinner on each day except Saturday. From 1st May to 31st July the hours of work shall be from 8 a.m. to 4.30 p.m. on five days of the week, and from 8 a.m. to 12 noon on Saturday, with half an hour for dinner on each day except Saturday.

##### *Rate of Wages.*

4. The wages of a competent plasterer shall be 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, 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 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 from the time he is discharged from his work or as soon thereafter as is reasonably practicable.

*Overtime.*

6. All time worked beyond the hours hereinbefore mentioned shall be considered overtime, and shall be paid for at the rate of time and a quarter for the first two hours and time and a half afterwards, but all travelling-time and all time worked on country work shall be paid for at ordinary rates. All time worked on Saturday afternoon shall be paid for at the rate of time and a half.

*Holidays.*

7. (a.) The following are to be the holidays observed: New Year's Day, Good Friday, Easter Monday, Metropolitan Show Day, Christmas Day, Boxing Day, and Labour Day.

(b.) All time worked on Sunday, Christmas Day, or Good Friday shall be paid for at the rate of double time, and on all other holidays at the rate of time and a half.

*Country Work.*

8. "Country work" means work performed by a journeyman or apprentice which necessitates his lodging elsewhere than at his usual place of residence. Any journeyman or apprentice employed on country work shall be conveyed by his employer to and from such work free of charge, or his travelling-expenses going to and from such work shall be paid by such 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. Time occupied in travelling shall be paid for at the ordinary rate, but no journeyman or apprentice shall be paid for more than an ordinary day's work for any day occupied by him in travelling, although the hours may exceed eight hours, unless he is on the same day engaged in working for his employer. Journeymen and apprentices while working at country work shall be provided with suitable board and lodging free of charge while so employed, or the employer may at his option in the case of a journeyman pay him in lieu thereof an allowance of 15 per cent. on the amount of his wages during the time he is occupied on such work.

*Suburban Work.*

9. (a.) "Suburban work" means work performed by a worker at a distance of over a mile and a half from the Chief Post-office, Christchurch, but which does not come within the definition of "country work."

(b.) Workers shall be at their employer's place of business at the hour appointed for the commencement of work, but if previously required so to do they shall proceed directly to the place where the work is to be performed, and if the distance required to be travelled in order to reach such place shall be more than a mile and a half they shall be paid at the ordinary rate of wages for the time occupied in proceeding to such work for the excess of such distance, reckoning the time occupied at the rate of four miles an hour however or by whatever means they may proceed thereto.

*Apprentices.*

10. (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 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, 9s. per week; second year, 13s. per week; third year, 17s. per week; fourth year, £1 1s. per week; fifth year, £1 10s. per week.

(c.) The period of apprenticeship shall be five years, but three months' probation shall be allowed the first employer of any apprentice to determine his fitness, such three months to be included in the period of apprenticeship; and the obligation of the apprentice to serve his employer shall be deemed to be 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 an apprentice he shall give him a certificate for the time he has 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 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 for the time actually served.

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

(f.) An employer shall not be deemed to discharge his duty towards his apprentice if he fails to keep him at work 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.

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

*Under-rate Workers.*

11. (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 such worker after due notice to the union, by the 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 may think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b.) Whenever occasion arises for so fixing a worker's wage it shall be fixed for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of the said 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 worker 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 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.

(f.) The number of workers whose wage has been fixed in manner herein prescribed in the employment of any employer shall not at any time exceed one to every four workers who are paid the full wages prescribed by this award, provided that this proportion may be exceeded should there be at any time no fully qualified journey-men on the employment-book hereinafter referred to.

*Preference.*

12. If and so long as the rules of the union shall permit any worker now employed in the trade in this industrial district, and any worker who may hereafter reside in this industrial district, to

become a member of such union upon payment of an entrance fee not exceeding 5s. and of subsequent contributions, whether payable weekly or otherwise, not exceeding 6d. per week, upon a written application of the person so desiring to join the union, without ballot or other election, then and in such case employers shall when engaging workmen employ members of the union in preference to non-members, provided there are members of the union out of employment who are equally qualified with non-members to perform the particular work to be done, and ready and willing to undertake it.

*Employment-book.*

13. The union shall cause to be kept in some convenient place within one mile from the Chief Post-office, Christchurch, a book, to be called the "employment-book," wherein shall be entered the names and addresses of all members of the union for the time being out of employment, with a description of the work in which such members claim to be proficient, and the name and address of the last employer by whom such members shall have been employed. Immediately upon such member obtaining employment a note thereof shall be entered in such book. The union shall be answerable as for a breach of this award in case any entry in this book shall be false. Such book shall be open to every employer and his servants without fee or charge between the hours of 8 a.m. and 5 p.m. on every working-day except Saturday, and on Saturday from 8 a.m. to 12 noon. Notice shall be given by advertisement in the *Christchurch Press* and *Lyttelton Times* newspapers by the union of the place where such employment-book is kept, and of any change in such place.

*Scope of Award.*

14. This award shall bind all employers carrying on business as plasterers within a radius of ten miles from the Chief Post-office, Christchurch.

*Term of Award.*

15. This award shall come into force as from the 18th day of September, 1916, and shall continue in force until the 18th day of September, 1918.

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 19th day of September, 1916.

T. W. STRINGER, Judge.

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MEMORANDUM.

This award embodies without alteration the recommendations of the Conciliation Council, which the parties agreed to accept.

T. W. STRINGER, Judge.