

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT.

(4303.) OTAGO AND SOUTHLAND PLASTERERS.—AWARD.

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

The Dunedin Plasterers' Industrial Union of Employers,
129 Princes Street, Dunedin.

Allen, W., Moray Place, Dunedin.

Ashton, W. I., Oxford Street, South Dunedin.

Didham, W., Melbourne Road, South Dunedin.
 Ferry, A., and Son, Clyde Street, Roslyn.
 Fleming, E., South Dunedin.
 McLellan, W., Sunshine, Anderson's Bay.
 Newman, W. A., and Son, Hyde Street, Dunedin.
 Offen, J., Hall Street, South Dunedin.
 Tyrie, A., Sunshine, Anderson's Bay.
 Wardrop, R. S., Manor Place, Dunedin.
 Watson, W., and Son, King Street, Dunedin.

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 1st day of July, 1916, and shall continue in force until the 1st day of July, 1919, 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 31st day of May, 1916.

T. W. STRINGER, Judge.

SCHEDULE.

Classes of Labour.

1. (a.) Two classes of labour only shall be recognized in the trade—namely, journeymen plasterers and apprentices—and no other shall be employed to do internal or external plastering.

(b.) A "journeyman" shall mean a worker who has worked five years at the trade.

Definition of Work.

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

Rate of Wages.

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

Payment of Wages.

4. (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 the worker being discharged or leaving 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 or leaves his work.

Hours of Work.

5. A full week's work shall consist of forty-four hours. From the 1st August to the 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. till noon on Saturday, with one hour for dinner on each day except Saturday. From the 1st May to the 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. till 12 noon on Saturday, with half an hour for dinner on each day except Saturday.

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, time and a half up to midnight, and from midnight to the ordinary hour of starting work double time, but all travelling-time shall be paid for at ordinary rates. All time worked on Saturday from noon till 10 p.m. shall be paid for at the rate of time and a half, and double time thereafter.

Holidays.

7. The following holidays shall be observed: New Year's Day, Good Friday, Easter Monday, Labour Day, Sovereign's Birthday, Christmas Day, and Boxing Day. All time worked on Sunday or

the foregoing holidays shall be paid for at double time. When any holiday shall be generally observed on any day other than hereby prescribed the provisions of this award shall apply to such substituted holiday.

Suburban Work.

8. (a.) "Suburban work" means work performed by a worker at a distance of one mile or more from the Chief Post-office, Dundedin, 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 work be a mile or more from the Chief Post-office employers shall pay tramway or other fares to and from such work. If the worker is required to use a train or other conveyance before the ordinary working-hours to get to his work he shall be paid the extra time required to take the train or other conveyance, and also the intervening time before commencing and returning from work. All workers shall be paid travelling fares no matter where residing.

Country Work.

9. (a.) "Country work" means work performed by a journeyman or apprentice which necessitates his lodging elsewhere than at his usual place of residence.

(b.) Any journeyman or apprentice employed upon country work shall be conveyed to and from such work free of charge, or his travelling-expenses going to and returning from such work shall be paid by the 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 or apprentice 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.

(d.) Any journeyman employed upon country work shall be paid at the rate of 1s. 10½d. per hour for all time worked, but employers shall provide suitable board and lodging for apprentices.

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 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 rate of wages, namely: For the first year, 11s. per week; second year, 15s. per week; third year, £1 per week; fourth year, £1 5s. per week; fifth year, £1 15s. 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 so misconducts 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 the name of the apprentice to the Inspector of Factories and the secretary of the union 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 and secretary of the union.

(f.) An employer shall not be deemed to discharge 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 in writing to the Inspector of Factories.

(h.) 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.

(i.) 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.

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 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.

(f.) The number of workers whose wage has been fixed in the manner 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 journeyman out of employment.

Preference.

12. (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 journeyman who is not a member of the union he shall within twenty-four hours thereafter give notice in writing of such employment to the secretary of the union.

Scope of Award.

13. This award is limited to employers carrying on business within the Otago and Southland District.

Term of Award.

14. This award shall come into force on the 1st day of July, 1916, and shall continue in force until the 1st day of July, 1919.

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 31st day of May, 1916.

T. W. STRINGER, Judge.

MEMORANDUM.

This award embodies the recommendations of the Council of Conciliation. The various matters not settled before the Council were subsequently settled by agreement between the parties, and are embodied herein.

T. W. STRINGER, Judge.

NOTE.—Section 90, subsection (1) (d), of the Industrial Conciliation and Arbitration Act, 1908, provides that, notwithstanding the expiration of the currency of the award, the award shall continue in force until a new award has been duly made or an industrial agreement entered into, except where the registration of an industrial union of workers bound by such award has been cancelled.