

(10083.) WELLINGTON INDUSTRIAL DISTRICT (EXCEPT HAWKE'S BAY) FIBROUS PLASTERERS.—AWARD.

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; 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"):

- Cameron and Co., Udy Street, Petone.
- Carrara Ceiling Co., Daniel Street, Wellington.
- Coleman, H., 102 Martin Square, Wellington.
- Fleming, E. K., Main Street, Palmerston North.
- Foley, T., and Sons, 12 Ebor Street, Wellington.
- Frost, E. G., South Road, Masterton.
- Granilite Ltd., 130 Adelaide Road, Wellington.
- Martin Bros. and Bain, F., 6 Copeland Street, Wanganui.
- Martin Bros., 84 Church Street, Palmerston North.
- Masters, G., Dixon Street, Masterton.
- Mitchell and Son, Princes Street, Palmerston North.
- Phelps, C. J., 16 Bay Road, Kilbirnie, Wellington.
- Reesdale Fibrous Plaster Co., Main Street, Palmerston North.
- Sunderland, G., Lincoln Road, Masterton.
- Wass, T., David Street, Palmerston North.
- Wanganui Master Builders' Association, care of E. Walpole,
Secretary, Guyton Street, Wanganui.
- Wellington Master Builders' Association, 8, 10, 12 The Terrace,
Wellington.

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 a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 11th day of May, 1931, and shall continue in force until the 11th day of May, 1933, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 24th day of April, 1931.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Hours of Work.

1. Forty-four hours shall constitute an ordinary week's work, to be worked between the hours of 7.30 a.m. and 5 p.m. on five days of the week and between the hours of 7.30 a.m. and 12 noon on the day of the half-holiday. One hour shall be allowed for dinner each day except on the day of the half-holiday, but an employer may agree with his workers to allow not less than half an hour for dinner.

Definition of Work.

2. (a) The following shall be deemed to be fibrous-plasterers' work: making up, moulding, making sheets of fibrous plaster, wall-board, fixing and stopping fibrous plaster.

(b) Nothing in this award shall be deemed to prevent a carpenter from fixing fibrous plaster the joints of which are covered with wood battens or any wall-board not being fibrous plaster.

(c) Casting fibrous plaster may be done by workers other than fibrous plasterers or fibrous-plasterers' apprentices.

(d) The term "fibrous plaster" shall be deemed to mean and include all sheets, mouldings, and ornamental work used for covering internal walls and ceilings, the manufacture of which involves the use of plaster-of-paris and fibre, together with or without any other filling-material.

Wages.

3. (a) Journeymen fibrous plasterers shall be paid at a rate of not less than 2s. 3d. per hour.

(b) Fibrous-plaster casters and wall-board makers shall be paid a rate of not less than 2s. per hour.

(c) Workers over the age of twenty years may be employed as learners at 1s. 9d. per hour for a period of six months. Workers who have been employed under subclause (d) of this clause shall not be employed under this subclause.

(d) Youths not under eighteen years of age may be employed assisting fibrous-plaster casters at not less than the following rates of wages: Under nineteen years of age, £1 18s. 6d. per week; under twenty years of age, £2 8s. 6d. per week; under twenty-one years of age, £2 18s. 6d. per week; and thereafter the minimum wage.

(e) The proportion of learners shall be one to three or fraction of three fully paid casters.

(f) Where learners are not employed the proportion of youths to fully paid casters shall be not more than one to the first caster and one to each succeeding two or fraction of two fully paid casters, but where learners are employed the proportion of youths employed shall not exceed one to each three fully paid casters.

(g) An employer shall be entitled to make a rateable deduction from the wages of a worker for time lost through sickness or through his own default, or by absence through no fault of the employer.

Payment of Wages.

4. (a) All wages shall be paid weekly not later than Friday, and punctually on the termination of the working-hours, either on the works or at the employer's place of business; but if the wages are not paid at the completion of the week's work they shall be paid during the working-hours next day.

(b) In the event of Friday being a holiday, wages shall be paid under the same conditions as set out in subclause (a) hereof on the day preceding the holiday.

(c) In the event of any 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 on demand be paid his wages within one hour from the time he is discharged, or within twenty-four hours if he leaves his work.

(d) Any employee discharged or leaving his employer's employment shall be allowed not less than fifteen minutes after the notification of discharge or intention to leave has been made in which to pick up his tools.

Scaffolds.

5. Men employed on swinging or suspended scaffolds shall receive not less than 4d. per hour extra whilst so employed: Provided that the extra money shall not be payable in respect of a suspended scaffold of the Patent Safety Scaffold type now in use, or a similar type of scaffold, if such scaffold is properly tied in or effectively anchored to give it a reasonable degree of rigidity and such scaffold has been approved by the Inspector of Scaffolding.

Overtime.

6. (a) All work done outside of or in excess of the time mentioned in clause 1 hereof shall be considered overtime, and shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

(b) For work done on Sunday, New Year's Day, Good Friday, Easter Monday, Labour Day, Christmas Day, and Boxing Day, double time shall be paid.

Meal-money.

7. Employers shall allow meal-money at the rate of 1s. 6d. per meal when workers are required to work after 1.30 p.m. on Saturdays or after 6.30 p.m. during the first five working-days of the week, provided that such workers cannot reasonably get home to their meals, or have not received notice of such work on the previous day.

Piecework.

8. (a) Piecework is prohibited. No work shall be sublet (labour only).

(b) It shall be a breach of this award for any employer to sublet any work within the scope of this award on a labour-only basis, and any worker taking work on a labour-only basis shall be guilty of a breach of this award.

Under-rate Workers.

9. (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 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.

Termination of Employment.

10. In the case of hourly workers, one hour's notice shall be given by either party. In the case of weekly workers, twenty-four hours' notice shall be given by either party ; but nothing contained herein shall prejudice the right of an employer to dismiss any one without notice for lawful excuse.

Suburban Work.

11. (a) Work done elsewhere than at the shop of the employer and over one and a half miles from the Te Aro Post-office in the case of Wellington, by the nearest convenient mode of access, or from the chief post-office in any other town, shall be considered suburban work, and journeymen employed thereon shall either proceed to and from such work or shall be conveyed to and from such work beyond the one and a half miles 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 one and a half miles distance before mentioned shall be allowed and paid for by the employer. No journeyman residing less than one mile and a half from the place where the work

is to be performed, by the nearest convenient mode of access, shall be entitled to the allowance mentioned in this clause. Walking-time shall be computed at the rate of three miles per hour.

(b) When a worker is required to use the Kelburn cable-tram for the purpose of proceeding to or returning from his work the employer shall pay his fares.

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

(d) Where an employer pays tram fares, such fares shall be paid to and from the work, commencing and finishing at the tramway section nearest to the Te Aro Post-office and most convenient to the work.

Country Work.

12 (a) "Country work" shall mean work performed at a distance which necessitates a worker sleeping away from his home.

(b) Any journeyman employed upon country work shall be conveyed by his employer to and from his work free of charge, or his travelling-expenses shall be paid by his employer going to and returning from such work once. A worker after being employed three months shall be entitled to his fare home whether leaving voluntarily or not.

(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 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 Saturday in journeying to a job shall be paid for eight hours, and in returning from a job on Saturday shall be paid for the time actually travelling, with a maximum of eight hours.

(d) Journeymen employed upon country work shall be paid an additional sum of 5s. 2d. per day for six days per week, but the employer may in lieu thereof provide them with suitable board and lodging at his own expense. Suitable board and lodging shall include the providing of either mattresses or stretchers.

(e) Notwithstanding anything herein contained, an 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.

Access to Award.

13. A printed copy of this award shall be posted and remain posted during its continuance in a suitable position for reading at all reasonable times by an employee, either in the workshop or regular place of business of the employer.

Disputes.

14. Where any dispute arises between any employer and any worker in connection with any matter relating to this award, it shall be first discussed between the employer concerned and a representative of the union, with a view to a settlement, before any complaint is made to the Inspector of Awards.

Preference.

15. (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. The provisions of this subclause relating to the dismissal of workers shall apply, with equal effect, to any worker coming within the scope of this award engaged since the 4th day of June, 1928, but before the coming into force of this award, who is not a member of the union during the currency of this award.

(b) The provisions of this 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 1s. per week, and such fines as may be lawfully imposed on him for non-attendance without reasonable excuse at a specially called meeting of the union, of which written notice has been given to him or sent to him by post at his last address as notified by him to the union, or for misconduct at a meeting of the union, or for being more than three months in arrear, without reasonable excuse, in his contributions to the union: Provided that the maximum fine shall not exceed 2s. 6d. for non-attendance at a meeting of the union or for being in arrear with his contributions, and £1 for misconduct at a meeting of the union.

Sanitary Accommodation and Place for Workers' Tools.

16. Every employer shall provide or arrange with the builder to provide proper sanitary conveniences for his workmen, and also a properly secured place for workers' tools; and shall provide accommodation to the satisfaction of the Inspector of Factories to enable workmen to change their clothes and have their meals.

Scope of Award.

17. This award shall operate throughout the Wellington Industrial District, excepting that portion thereof which is comprised in the Hawke's Bay Provincial District.

Term of Award.

18. This award shall come into force on the 11th day of May, 1931, and shall continue in force until the 11th day of May, 1933.

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 24th day of April, 1931.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

The Court has settled the clauses relating to wages, youths, learners, suburban work, and scope of award. In other respects the award embodies the recommendations of the Conciliation Council, which the parties agreed to accept.

F. V. FRAZER, Judge.

(10209.) WELLINGTON INDUSTRIAL DISTRICT (EXCEPT HAWKE'S BAY) FIBROUS PLASTERERS.—EXTENDING SCOPE OF AWARD AND ADDING PARTIES.

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of the Wellington Industrial District (except Hawke's Bay) Fibrous Plasterers' award, dated the 24th day of April, 1931.

Thursday, the 5th day of November, 1931.

UPON reading the application of the union party to the Wellington Industrial District (except Hawke's Bay) Fibrous Plasterers' award,

dated the 24th day of April, 1931 ; which application was filed herein on the 29th day of September, 1931, and upon hearing the duly appointed representative of the said union and such of the persons, firms, and companies hereinafter named as appeared either in person or by their representative duly appointed, this Court doth order as follows :—

1. That the said award is hereby extended into that part of the Wellington Industrial District which is comprised in the Hawke's Bay Provincial District.

2. That the following be and they are hereby added as parties to the said award :—

Boyle, E., William Street, Hastings.

Fleming, E., Carlton Club Hotel, Hastings.

Grey, R., Fitzroy Avenue, Hastings.

Leckie, J., Kennedy Road, Napier.

Mitchell and Son, Hastings Street North, Hastings.

Scragg, N., George's Drive, Napier.

Wass, T., Clive Hall, Clive, Napier.

3. That this order shall operate and take effect as from the day of the date hereof.

[L.S.]

F. V. FRAZER, Judge.
