

(10610.) NORTHERN INDUSTRIAL DISTRICT FIBROUS-  
PLASTERERS.—AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925 ; and in the matter of an industrial dispute between the undermentioned persons, firms, and companies (hereinafter called “ the employers ”):—

Batts, W., and Co., Fibrous-plaster Manufacturers, 67 Eden Terrace,  
Auckland

Blamey, H., Halesowen Avenue, Sandringham, Auckland .

Bolton, H., Fibrous-plaster Manufacturer, 127 Great South Road,  
Auckland

Bourne, W., and Co., Fibrous-plaster Manufacturers, Hamilton

Carlton, A., Fibrous-plaster Manufacturer, Huntly

Davies, E. A., Fibrous-plaster Manufacturer, Balmoral Road, Mount  
Eden, Auckland

Edendale Plaster Works (W. Gill), corner Burnley Terrace and  
Sandringham Road, Auckland

Gall and Bell, Fibrous-plaster Manufacturers, Hamilton

Gardner and Burke, Fibrous-plaster Manufacturers, First Avenue,  
Whangarei.

Griffiths, W., Fibrous-plaster Manufacturer, Gisborne  
 Hoey, R., Fibrous-plaster Manufacturer, Vine Street, Whangarei  
 Holmes Bros., Fibrous-plaster Manufacturers, 452 Manukau Road,  
 Epsom, Auckland  
 Hosken Bros., Fibrous-plaster Manufacturers, Wilton Street, Grey  
 Lynn, Auckland  
 Hunter, G., Fibrous-plaster Manufacturer, Great South Road, Auckland  
 Leman Bros., Fibrous-plaster Manufacturers, Balmoral Road, Mount  
 Eden, Auckland  
 New Zealand Wallboard Co., Ltd., 153A Balmoral Road, Mount Eden,  
 Auckland  
 Parsons, W. D., Fibrous-plaster Manufacturer, Rotorua  
 Penrose Plaster Works (A. B. Curd), Station Road, Penrose, Auckland  
 Premier Fibrous-plaster Works (C. V. Leman, Proprietor), Sandring-  
 ham Road, Auckland  
 Riggir, H. S., Fibrous-plaster Manufacturer, Tauranga  
 Taylor Bros., Fibrous-plaster Manufacturers, Hamilton  
 Wallace, H. V., and Co., Fibrous-plaster Manufacturers, Aitken  
 Terrace, Glenmore, Auckland  
 Wigginton, A. H., Fibrous-plaster Manufacturer, Queen Street, One-  
 hunga, Auckland

and

the Auckland Operative Plasterers' Industrial Union of Workers  
 (hereinafter called "the union").

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 as hereinafter provided, and shall continue in force until the 15th day of January, 1935, 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 6th day of April, 1934.

[L.S.]

F. V. FRAZER, Judge.

#### SCHEDULE.

##### *Hours of Work.*

1. (a) Except as otherwise provided the ordinary hours of work shall not exceed eight hours on five days of the week, to be worked between the hours of 7.30 a.m. and 5 p.m., and four hours on the day of the half-holiday, to be worked between the hours of 7.30 a.m. and 12 noon; or alternatively eight hours and forty-eight minutes on five days of the week, to be worked between the hours of 7.30 a.m. and 5.30 p.m.

(b) The lunch hour may be arranged between the employer and his workers, but in no case shall it be of less duration than half an hour.

##### *Definitions.*

2. (a) The following shall be deemed to be fibrous-plasterers' work: Making, moulding, fixing, and stopping fibrous plaster.

(b) A "journeyman" shall mean a worker who has worked five years at making, moulding, fixing, and stopping fibrous plaster.

(c) Nothing in this award shall be deemed to prevent a carpenter from fixing fibrous plaster where wood battens are used, or from fixing fibrous-plaster wall-sheets or wallboard.

##### *Wages.*

3. (a) Journeymen fibrous plasterers shall, when employed at making, moulding, fixing, or stopping fibrous plaster, be paid 1s. 11d. per hour.

(b) Fibrous-plaster casters and workers assisting journeymen at fixing and/or stopping fibrous plaster or wallboard shall be paid a rate of not less than 1s. 9d. per hour. Journeymen employed at casting fibrous plaster shall be paid 1s. 9d. per hour.

(c) Adult learners of any age may be employed on probation for a period of three months at casting fibrous plaster or wallboard-making, and shall be paid a rate of wages not less than 1s. 6d. per hour. The proportion of learners shall be one to three or fraction of three fully-paid casters or wallboard-makers.

(d) Wallboard-makers shall be paid at a rate of not less than 1s. 9d. per hour.

*Boys and Youths.*

4. (a) Boys and youths may be employed to assist at fibrous-plaster casting and wallboard-making at not less than the following rates of wages:—

	Per Week.		
	£	s.	d.
Under seventeen years of age .. .. .	1	0	0
From seventeen to eighteen years of age .. .. .	1	5	0
From eighteen to nineteen years of age .. .. .	1	10	0
From nineteen to twenty years of age .. .. .	2	0	0
From twenty to twenty-one years of age .. .. .	2	10	0
Twenty-one years of age and over .. .. .	Adult rates.		

(b) The proportion of youths to adults shall not exceed one youth to every two or fraction of two adult workers employed. Apprentices employed at fibrous-plaster making shall count as youths in computing the proportion of youths to adults.

(c) No deductions shall be made from the weekly wages herein prescribed except for time lost through the worker's sickness, accident, or default, or on account of the temporary closing of the factory for the Christmas and New Year holidays, or on account of slackness of trade.

*Overtime and Holidays.*

5. (a) Overtime shall be worked as required by the employer, and except as otherwise provided all time worked in any day outside of or in excess of the hours prescribed in clause 1 hereof shall be paid for at the rate of time and a quarter for the first three hours and time and a half thereafter.

(b) Every worker required to work overtime after 6.30 p.m. or after 1 p.m. on the day of the half-holiday shall be paid 1s. meal-money unless such worker can reasonably get home for a meal or was notified on the previous day of the intention to work overtime.

(c) No worker shall be required to work for more than five hours continuously without an interval for a meal.

(d) For work done on Sundays, New Year's Day, Christmas Day, and Good Friday double time shall be paid, and for work done on Easter Saturday, Easter Monday, Labour Day, or Boxing Day time and a half shall be paid.

*Payment of Wages.*

6. (a) Wages shall be paid weekly, not later than Friday in each week, within ten minutes of finishing-time.

(b) All wages shall be paid on the dismissal of a worker, but when a worker leaves of his own accord his wages shall be collectable at the next ordinary time of payment.

*Termination of Employment.*

7. In the case of dismissal, except for misconduct, of any worker he shall be given one hour's notice, and any worker leaving of his own accord shall give one hour's notice or forfeit one hour's pay.

*Suburban Work.*

8. (a) "Suburban work" means work performed outside a radius of two and a half miles from the employer's place of business, but does not in any case include work which comes within the definition of "country work."

(b) Workers employed on suburban work 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 in each case determine. Time reasonably occupied by the workers in journeying or time occupied in conveying the workers to and from such work beyond the two-and-a-half-miles radius shall be allowed and paid for by the employer at ordinary rates.

(c) No worker residing within 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.

(d) If any worker 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.

(e) On suburban work where by reason of train, tram, or ferry it is inconvenient to work the hours specified in clause 1 hereof it shall be competent for the workers and the employer to agree that the hours of work 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 the rates of pay provided by clause 3 hereof, and that this subclause shall not apply to work done after noon on Saturday.

*Country Work.*

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

(b) Any worker sent out 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 worker is not in the meantime recalled or discharged by the employer, or returns in consequence of sickness or accident requiring medical attention and contracted during the course of his employment, except in case of accident occurring in circumstances not incidental to the employment.

(c) Time occupied in travelling during ordinary working-hours, once each way, shall be paid for at ordinary rates.

(d) Workers employed upon country work shall be paid an additional sum of 4s. 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: Provided that where, through circumstances within the control of the employer, a worker is employed upon country work for a period of less than six consecutive days the employer shall provide or cause to be provided to such worker suitable board and lodging, and cannot elect to make payment of the allowance referred to in lieu thereof.

(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 award 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 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.

#### *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. 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 9th day of July, 1930, 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.

*Scope of Award.*

. 12. This award shall operate throughout the Northern Industrial District.

*Term of Award.*

13. This award, in so far as it relates to wages, shall be deemed to have come into force on the 16th day of January, 1934, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 15th day of January, 1935.

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 6th day of April, 1934.

[L.S.]

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F. V. FRAZER, Judge.

MEMORANDUM.

The only matter referred to the Court related to under-rate workers. In other respects the award embodies the recommendations of the Conciliation Council, which the parties agreed to accept.

F. V. FRAZER, Judge.