

(10805.) 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, 1925; 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") :—

- Allen, W. H., Fibrous Plasterer, 136 Castle Street, Dunedin.
- Ashton and Sons, Plasterers, 50 Melbourne Street, South Dunedin.
- Bater, L., Ltd., Contractor, New Post Office Building, Princes Street, Dunedin.
- Biggs, F. J., Plasterer, Teviot Street, Invercargill.
- Critchfield, Joseph, Plasterer, 79 Yarrow Street, Invercargill.
- Fletcher Construction Co., Ltd., 29 Bond Street, Dunedin.
- Hammond, H. B., Fibrous Plasterer, 31 Calder Street, St. Kilda, Dunedin.
- Holmes and Hornby, Fibrous-plaster Manufacturers, 177 Main Street, Gore.
- Knox Bros., Plasterers, Serpentine Avenue, Dunedin.
- Love Construction Co., Ltd., Halsey Street, Dunedin.
- Love, W. C., Plasterer, 468 South Road, Caversham, Dunedin.
- McLeod and Marr, Contractors, 6 Plunkett Street, St. Kilda, Dunedin.
- McDonald, G., Plasterer, 616 Castle Street, Dunedin.
- Newman, Geo. A., Plasterer, 38 Normanby Street, St. Kilda, Dunedin.
- Nicoll, J. E., Fibrous-plaster Manufacturer, Maclaggan Street, Dunedin.
- Pitts, Thos. J., Plasterer, 13 Market Street, Dunedin.
- Rolfe and Meredith, Fibrous-plaster Manufacturers, Invercargill.
- Tyrie, Wm. L., Plasterer, 23 Hobson Street, St. Clair, Dunedin.
- Wardrop's Fibrous Plaster Co., Ltd., 22 Wilkie Road, Dunedin.
- Watson, William, and Son, Plasterers, 254 King Street, Dunedin.
- Zenith Fibrous Plaster Co., 399 Princes Street, Dunedin.
- The Dunedin Builders and Contractors' Industrial Union of Employers, 20 Crawford Street, Dunedin.
- The Southland Builders and Contractors' Industrial Union of Employers, Hallenstein's Buildings, Esk Street, Invercargill.

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 24th day of May, 1935, and shall continue in force until the 23rd day of May, 1936, 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 20th day of May, 1935.

[L.S.]

E. PAGE, Judge.

SCHEDULE.

Classes of Labour.

1. A "journeyman" shall mean a worker who has worked five years at the trade. No other worker shall be employed to do internal or external plastering.

Definition of Work.

2. (a) The following shall be deemed to be plasterers' work: Woodlathing, making, moulding, and fixing fibrous plaster; covering fibre boards; metal-lathing; rough casting; tiling; and all other interior or exterior plastering in connection with buildings.

(b) Casting fibrous plaster may be done by workers other than journeymen.

(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 wall-board.

Wages.

3. (a) Journeymen plasterers shall be paid at the rate of not less than 2s. 1d. per hour.

(b) Journeymen fibrous plasterers shall be paid at the rate of not less than 2s. per hour.

(c) Fibrous-plaster casters shall be paid at the rate of not less than 1s. 9½d. per hour.

(d) Boys and youths may be employed to assist at fibrous-plaster casting and wall-board 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	7	6
From eighteen to nineteen years of age	1	12	6
From nineteen to twenty years of age..	2	5	0
From twenty to twenty-one years of age	2	15	0
Twenty-one years of age and over ..	Adult rates.		

(e) The proportion of youths to adults shall not exceed one youth to two or fraction of the first two adult workers employed at casting and wall-board making.

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 workers on Fridays before leaving work.

(b) In the event of a worker being discharged or leaving at any time during the week, he shall be allowed one hour to collect his tools, and such worker shall be paid his wages within one hour from the time he is discharged or leaves work.

Hours of Work.

5. (a) The hours of work shall be forty-four per week, to be worked between the hours of 7.30 a.m. and 5 p.m. on five days of the week, and 7.30 a.m. and 12 noon on Saturday.

(b) Notwithstanding the foregoing, an employer may mutually agree with his workers for the week's work of forty-four hours to be worked between the hours of 7.30 a.m. and 5 p.m. on the first five working-days of the week (Monday to Friday, both days inclusive).

(c) One hour shall be allowed for lunch on each day, except Saturday, but an employer may agree with his workers to allow not less than half an hour for lunch.

Overtime and Holidays.

6. (a) All work done in excess of the daily hours fixed in clause 5 of this award shall count as overtime, and shall be paid for at the rate of time and a quarter for the first three hours and time and a half thereafter.

(b) Any time worked before 7.30 a.m. or after 5 p.m. on five days of the week, and before 7.30 a.m. and after 12 noon on Saturdays, shall be considered overtime, and shall be paid for in accordance with the rates fixed in subclause (a) hereof.

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

(d) Any time worked in excess of five hours without an interval of half an hour for a meal shall be paid for at overtime rates.

(e) Nothing in this award shall prevent a worker agreeing with his employer to make up time lost through wet weather, each week to stand by itself. Payment therefor shall be made at the rate prescribed in clause 3 hereof, excepting that no such time shall be worked after 1 o'clock on Saturday.

Suburban Work.

7. (a) Work done elsewhere than at the shop of the employer, and over two miles from the chief or principal post-office in any city or town or borough, shall be considered suburban work, and journeymen employed thereon 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 determine. Time reasonably occupied by the workers in travelling, or time occupied in conveying the workers to and from such work beyond the two miles shall be allowed and paid for by the employer. No journeyman residing less than two miles from the place where the work is to be performed shall be entitled to the allowance mentioned in this clause. For the purpose of this clause all distances shall be measured by the

nearest convenient mode of access for foot-passengers. Workers employed on suburban work shall be refunded any sum in excess of 2s. per week expended by them in travelling.

(b) On suburban work, where by reason of train, tram, or other public conveyance it is inconvenient to work the hours specified in clause 5 hereof, it shall be competent for the worker and the employer to agree that the hours of work be extended, provided that in no case shall the hours exceed nine per day. Any time worked in excess of nine hours shall be considered overtime, and be paid for at the rate prescribed in clause 6 hereof.

(c) The foregoing shall not restrict the right of any employer to employ any worker who applies on a suburban job for work thereon without making any payment in respect of the cost of fares or time spent in travelling to or returning from any such suburban job.

Country Work.

8. (a) Should a worker be required by his employer to proceed to work in the country at such a distance from his usual place of employment that he is unable to return to his usual place of abode on the same day, the employer shall either provide such worker with suitable board and lodgings or in lieu thereof pay him an additional sum of 4s. 6d. per day for each working-day.

(b) Workers who are required to proceed to country work as aforesaid shall be conveyed by the employer to and from such work free of charge, or their travelling-expenses going to and returning from such work shall be paid by the employer, but once only during the continuance of the work unless the worker is recalled and again sent to the job.

(c) Time occupied in travelling to the work shall be paid for at ordinary rates, except that not more than an ordinary day's wages shall be paid for time spent in travelling on any day.

(d) The foregoing shall not restrict the right of any employer to employ any worker who applies on a country job for work thereon, without making any payment in respect of fares, travelling-time, or board and lodgings, except that in the event of there not being suitable accommodation available within a reasonable distance of the job the employer shall provide suitable accommodation for all employees.

(e) Notwithstanding anything herein contained, any employer may agree with any worker that in respect of any country work the hours of work shall be other than those hereinbefore

prescribed without payment of overtime, but so that not less than the minimum rate of wages as herein prescribed for country work, as the case may be, is paid.

General Conditions.

9. (a) Workers employed on swing-stages, the floor of which is 40 ft. or over from the ground, or on steeples 30 ft. in height above the building, or on chimney-stacks or towers 40 ft. in height standing apart from the building, or in sewers, tunnels, or wet places, shall receive not less than 2s. 6d. per day extra.

(b) Workers engaged in the demolition of a building or any part thereof where dust is caused through the falling of brick or plaster, or in repairs to or demolition of any building or fittings destroyed or damaged by fire which necessitates the handling of charred timber, shall be paid 2s. 6d. per day extra while so engaged.

(c) Employers shall allow meal-money at the rate of 1s. per meal when workers are called upon to work overtime after 6.30 p.m. on any day, or after 1.30 p.m. on Saturdays, provided such workers cannot reasonably get home for their meals, and provided further they have not been notified of such overtime on the day preceding the working of such overtime.

Under-rate Workers.

10. (a) Any worker who through old age or permanent disability is 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 to the secretary of the union, who shall forward such application to the committee set up under clause 12 hereof.

(b) Such permit shall be for such period, not exceeding six months, as the committee 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 in this clause.

(c) It shall be the duty of the union to give notice to the Inspector of Awards of every permit issued to a worker pursuant hereto.

(d) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit 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 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 6d. 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.

Disputes.

12. The essence of this award being that the work of the employers shall not on any account whatsoever be impeded, but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this award or any of them, as to any matter whatsoever arising out of or connected therewith, and not dealt with in this award, every such dispute or difference shall be referred to a committee to be composed of two representatives of each side, together with an independent chairman to be mutually agreed upon, or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. Either side shall have the right to appeal to the Court against a decision of any such committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

Scope of Award.

13. This award shall operate throughout the Otago and Southland Industrial District.

Term of Award.

14. This award shall come into force on the 24th day of May, 1935, and shall continue in force until the 23rd day of May, 1936.

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 20th day of May, 1935.

[L.S.]

E. PAGE, Judge.

MEMORANDUM.

The only matter referred to the Court was the date of the coming into force of the award. In other respects the award embodies the recommendations of the Conciliation Council, which the parties agreed to accept.

E. PAGE, Judge.