

(11316.) WELLINGTON INDUSTRIAL DISTRICT **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 its amendments; and in the matter of an industrial dispute between the undermentioned persons, firms, and companies (hereinafter called “the employers”):—

Carrara Ceiling Co., Daniel Street, Wellington

Coleman, H., 1 Melrose Street, Island Bay

Fleming, E. K., Main Street, Palmerston North

Foley, T., and Sons, 5 Hiropi Street, Wellington

Frost, E. G., South Road, Masterton

Martin Bros. and Bain, 6 Copeland Street, Wanganui

Martin Bros., 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
 Sunderland, G., Lincoln Road, Masterton
 Wass, T., David Street, Palmerston
 Wanganui Builders and Contractors' Industrial Union
 of Employers (E. Walpole, Secretary, Guyton Street,
 Wanganui)
 Wellington Builders and Contractors' Industrial Union
 of Employers, 8-10 The Terrace, Wellington
 Potter, W. B., Norton Park Avenue, Lower Hutt
 Morland and Inkster, Petone
 Oliver, Udy Street, Petone
 Thorburn, 17 Miro Avenue, Palmerston North

and

The Wellington Plasterers' Industrial Union of Workers,
 Trades Hall, Wellington (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 31st day of May, 1937, 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 17th day of December, 1936.

[L.S.]

E. PAGE, Judge.

SCHEDULE.

Hours of Work.

1. (a) Forty hours shall constitute an ordinary week's work, eight hours to be worked on five days of each week between the hours of 8 a.m. and 5 p.m., except that by mutual agreement between the employer and the majority of the workers on a job arrangements may be made for work to commence not earlier than 7.30 a.m.

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

Definition of Work.

2. (a) The following shall be deemed to be fibrous-plasterers' work: making up, moulding, making sheets of fibrous plaster, wallboard, 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 wallboard 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. 6d. per hour.

(b) Fibrous-plaster caster and wall-board makers shall be paid a rate of not less than 2s. 3d. per hour.

(c) Caster of cornice rib and other light castings other than sheet casting shall be paid not less than 2s. 1d. per hour.

Where such worker is engaged in a dual capacity of both sheet and cornice casting he shall be paid 2s. 3d. per hour.

(d) Boys or youths may be employed solely on casting cornices rib or any other light casting (other than sheet casting) at the following rates of wages:—

	Per Week.
	£ s. d.
Under seventeen years of age—	
First six months	0 17 6
Second six months	1 2 6
From seventeen to eighteen years—	
First six months	1 7 6
Second six months	1 12 6
From eighteen to nineteen years	1 18 6
From nineteen to twenty years	2 8 6
From twenty to twenty-one years	2 18 6
Thereafter adult rates.	

(e) Workers over the age of twenty years may be employed as learners at 1s. 11½d. per hour for a period of six months. Workers who have been employed under subclause (f) of this clause shall not be employed under this subclause.

(f) Youths not under eighteen years of age may be employed assisting fibrous-plaster-sheet casters at not less than the following rates of wages:—

	Per Week.
	£ s. d.
Under nineteen years of age	1 18 6
Under twenty years of age	2 8 6
Under twenty-one years of age	2 18 6
Thereafter the minimum wage	

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

(h) 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.

(i) 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.

(j) On all jobs where more than four journeymen are working, the worker responsible for carrying out the work and who gives instructions to the other workers shall be paid not less than 1s. per day in addition to the above-mentioned wage.

Overtime.

4. (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, Anzac Day, New Year's Day, Good Friday, Easter Monday, Labour Day, Christmas Day, and Boxing Day double time shall be paid.

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

(d) The employers will endeavour to restrict overtime work if there are any members of the union out of work and available at the time, and the union undertakes, on request, to supply any labour that may be available.

Payment of Wages.

5. (a) All wages shall be paid weekly not later than Thursday and punctually on the termination of the working-hours, either on the works or at the employers' place of business, or during the working-hours of the next day. Should an employee have to collect his wages at the employers' place of business, he will be paid his time and out-of-pocket expenses for so doing. Waiting time to be at ordinary rates.

(b) In the event of Thursday being a holiday, wages shall be paid on the preceding day. In all cases the employee shall place on his time-sheet the hours worked and all expenses incurred.

(c) In the event of any worker being discharged or voluntarily leaving at any time during the week, one hour's notice shall be given on either side, and the employer shall pay him his wages within one hour from the time he is discharged, or on demand within twenty-four hours if he leaves his work. Should the employer fail to comply with the above clause he shall pay the wages to the worker for waiting-time.

(d) Any employee discharged or leaving his employers' 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.

Meal-money.

6. 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.

Piecework.

7. (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.

Suburban Work.

8. (a) Work done elsewhere than at the shop of the employer and over two 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 two 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 two miles distance before mentioned shall be allowed and paid for by the employer. Walking-time shall be computed at the rate of three miles per hour. No journeyman residing less than two miles 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.

(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. When and where no public conveyance is available a conveyance shall be supplied by the employer at his expense.

Country Work.

9. (a) "Country work" shall mean work performed at a distance which necessitates a worker sleeping away from his usual place of abode.

(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 mattresses and 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: Provided, however, that all time worked outside or in excess of such prescribed hours shall be considered overtime and shall be paid for at the rate of 1d. per hour in addition to the ordinary rates.

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.

Workers to be Members of Union.

11. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award:

Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Disputes.

12. (a) 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 an appointed representative of the union, with a view to settlement, before any complaint is made to the Inspector of Awards.

(b) 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.

Termination of Employment.

13. 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.

Sanitary Accommodation, &c.

14. Every employer shall provide or arrange with the builder to provide proper sanitary convenience 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.

Right of Entry upon Premises.

15. Every employer bound by this award shall permit the Secretary of the union of workers to enter at all reasonable times upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

Scope of Award.

16. This award shall operate throughout the Wellington Industrial District.

Term of Award.

17. This award in so far as it relates to wages shall be deemed to have come into force on the 11th day of December, 1936; 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 31st day of May, 1937.

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 17th day of December, 1936.

[L.S.]

E. PAGE, Judge.

MEMORANDUM.

This award embodies an agreement arrived at by the parties.

E. PAGE, Judge.
