

NORTHERN INDUSTRIAL DISTRICT **WALLBOARD
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 Auckland Operative Plasterers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned company (hereinafter called "the employers") :—

New Zealand Wallboards, Ltd., 153A Balmoral Road,
Mount Eden, Auckland, S. 2.

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 16th day of September, 1938, 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 16th day of September, 1937.

[L.S.]

— P. J. O'REGAN, Judge.

SCHEDULE.

Hours of Work.

1. (a) The ordinary hours of work shall not exceed forty hours per week, to be worked on five days of the week, Monday to Friday inclusive, between the hours of 7.30 a.m. and 5 p.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.

Overtime.

2. (a) All time worked beyond the hours hereinbefore specified shall be considered overtime, and shall be paid for at the rate of time and a half for the first four hours and thereafter double time. Each day shall stand by itself, and payment shall be made accordingly.

(b) Every worker required to work overtime after 6.30 p.m. shall be paid 1s. 6d. 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 four hours and a quarter continuously without an interval for a meal.

Wages.

3. (a) The minimum rate for all adult workers shall be 2s. 2½d. per hour, except—

- (i) When any worker is employed in charge of a palette section, he shall receive 3d. per hour extra while so engaged; and
- (ii) When men are engaged "going through" dryers, they shall receive 3½d. per hour extra while so engaged.

Dryer-rates shall not apply to workers who do not move trucks and baffles in the tunnels of the dryers.

(b) When men are called upon to fix wallboard, they shall be paid carpenters' rates.

(c) The following shall be the minimum weekly rates of wages payable to youths:—

Age commencing at Trade.	First Year.		Second Year.		Third Year.		Fourth Year.		Fifth Year.	
	First Half.	Second Half.	First Half.	Second Half.	First Half.	Second Half.	First Half.	Second Half.	First Half.	Second Half.
Under 16 years ..	15/-	20/-	25/-	30/-	35/-	40/-	45/-	52/6	62/6	72/6
16 to 17 years ..	20/-	25/-	30/-	35/-	40/-	45/-	52/6	62/6	72/6	..
17 to 18 years ..	25/-	30/-	35/-	40/-	45/-	52/6	62/6	72/6	..	..
18 to 19 years ..	32/6	37/6	42/6	50/-	60/-	72/6	..	..	..	..
19 to 20 years ..	40/-	47/6	57/6	67/6	..	..	..	..	..	..
20 to 21 years ..	55/-	65/-	..	..	..	..	..	..	..	..

Thereafter adult rates.

Proportion.

4. The proportion of youths to adults shall not exceed one youth to every four or fraction of four adult workers employed.

Payment of Wages.

5. Wages shall be paid weekly, not later than Friday in each week, within ten minutes of finishing-time or resignation.

Deductions from Wages.

6. 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.

Termination of Employment.

7. In the event of the termination of employment of any worker coming within the scope of this award, one hour's

notice shall be given to or by workers in receipt of hourly wages, and seven days' notice shall be given to or by workers in receipt of weekly wages, but this shall not prevent an employer from summarily dismissing an employee for misconduct or similar due cause.

Holidays.

8. The provisions of the Factories Act, 1921-22, and its amendment relating to holidays, statutory half-holidays, and Sundays, and to payment for work done on such days shall apply hereto.

Access to Works.

9. Every employer bound by this award shall permit the secretary or any other authorized officer of the union of workers to enter at all reasonable times (to be mutually arranged between the employer and the union) upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

Disputes.

10. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the secretary or president of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the Conciliation Commissioner, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner, may appeal to the Court upon giving written notice of such appeal to the other party within seven days after such decision shall have been communicated to the party desiring to appeal.

General Conditions.

11. (a) Adequate provision of dressing-room, meal-room, lockers, and lavatory accommodation shall be provided.

(b) The present practice regarding men working in dryers being allowed time to cool off shall be continued.

(c) Warm showers shall be provided.

Under-rate Workers.

12. (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.

13. (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.)

Scope of Award.

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

Term of Award.

15. This award, in so far as it relates to wages, shall be deemed to have come into force on the 21st day of May, 1937, 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 16th day of September, 1938.

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 16th day of September, 1937.

[L.S.]

— P. J. O'REGAN, 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 arrived at by the assessors in Conciliation Council.

P. J. O'REGAN, Judge.
