

OTAGO AND SOUTHLAND PLASTERERS, FIBROUS-PLASTERERS,  
AND TILE-FIXERS.—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 its amendments; and in the matter of an industrial dispute between the Otago and Southland Operative Plasterers' Industrial Union of Workers (hereinafter called "the union") and the under-mentioned unions, persons, firms, and companies (hereinafter called "the employers") :—

Otago and Southland Fibrous Plasterers' Industrial Union of Employers, 20 Crawford Street, Dunedin.

Otago Builders and Contractors' Industrial Union of Employers, 20 Crawford Street, Dunedin.

Southland Builders and Contractors' Industrial Union of Employers, 73 Tay Street, Invercargill.

Ashton and Sons, Plasterers, 50 Melbourne Street, South Dunedin.

Briscoe and Co., Ltd., 74 Crawford Street, Dunedin.

McLeod and Marr, Ltd., 120 Victoria Road, St. Kilda, Dunedin.

Roff and Co., 71 Yarrow Street, Invercargill.

Tyrie and Co., Ltd., 10 Gourley Street, Tainui, Dunedin.

Wardrops Fibrous Plaster, Ltd., Wilkie Road, Dunedin.

Wilkinson, J. and A., Ltd., 121 King Street, Dunedin.

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 on the 30th day of August, 1948, and shall continue in force until the 30th day of August, 1949, 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 23rd day of August, 1948.

[L.S.]

A. TYNDALL, Judge.

#### SCHEDULE

##### *Industry to which Award Applies*

1. This award shall apply to the plastering, fibrous-plastering, and tile-laying industries as defined in clause 2 hereof.

##### *Definitions*

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

(b) Nothing in this award shall be deemed to prevent a carpenter from fixing fibrous plaster, joints of which are covered with wooden 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.

(e) Tile-fixers' work shall include the fixing of all mosaic and other floor tiles and all internal and external wall tiling, and the preparation of walls, &c., to receive same, slab tiling, fixing of tile slabs, and building of tiled fireplaces. The fixing of all glass tiles such as vitrolite, marbite, &c., shall be done by tilers where the skirting, facings, angles, and cappings are required to be fixed by tilers.

#### *Hours of Work*

3. (a) Forty hours shall constitute an ordinary week's work, eight hours to be worked on five days of the week, Monday to Friday, inclusive, 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, arrangement may be made 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.

#### *Refreshments*

4. Employers shall allow a hot drink to be prepared and partaken during the morning and afternoon, provided there shall be no complete cessation of work.

#### *Wages*

5. (a) Journeymen plasterers, journeymen fibrous-plasterers, and tile-layers shall be paid not less than 3s. 8½d. per hour.

(b) Fibrous plaster casters and wallboard-makers shall be paid not less than 3s. 4¾d. per hour.

(c) The worker who is responsible for carrying out the work and who gives instructions to the other workers shall be paid not less than 2s. per day in addition to the above-mentioned rates: Provided that the provisions of this subclause shall not be applied in respect of workers who are temporarily employed on the job and the period of whose employment thereon does not exceed three days.

(d) An additional amount of ¾d. per hour shall be paid to journeymen only as tool, brush, and overall allowance.

*Boys and Youths*

6. (a) Boys or youths may be employed to assist at fibrous-plaster casting and wallboard-making at the following rates of wages:—

Age Commencing.	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.
From 16 to 17 ..	35/-	40/6	46/-	51/6	57/6	63/-	68/6	74/6	82/6	93/-
From 17 to 18 ..	45/6	51/-	57/-	62/6	68/-	74/-	82/6	93/-	..	..
From 18 to 19 ..	56/6	62/-	67/6	73/6	82/6	93/-	..	..	..	..
From 19 to 20 ..	67/6	73/3	82/6	93/-	..	..	..	..	..	..
From 20 to 21 ..	82/6	93/-	..	..	..	..	..	..	..	..

Thereafter, or on attaining the age of twenty-one years, adult rates.

(b) The proportion of youths to adult workers shall be not more than one youth to every three or fraction of three fully-paid adult workers.

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

*Overtime*

7. (a) All time worked outside of or in excess of the hours mentioned in clause 2 shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

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

*Payment of Wages*

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

(b) In the event of Thursday being a holiday, wages shall be paid on the day preceding the holiday. In all cases the employee shall place on his time-sheet the hours worked and 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 at the time he is discharged, and on demand within twenty-four hours if he leaves his work. Should the employer fail to comply with the above, he shall pay wages to the worker for waiting-time. In the case of weekly employees, one week's notice of termination of employment shall be given on either side.

(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 pack up his tools.

#### *Holidays*

9. (a) The following shall be the recognized holidays, which shall be paid for at ordinary rates, except when the holidays falls on a day other than an ordinary working-day: New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, Christmas Day, Boxing Day, and Anniversary Day or a day in lieu thereof.

(b) The employer shall pay wages for the above holidays to all workers performing work coming within the scope of this award who have been employed by him at any time during the fortnight ending on the day on which the holiday occurs.

(c) Where any worker has been employed upon work coming within the scope of this award by more than one employer during the fortnight ending on the day on which any of the above holidays occurs, he shall be entitled to receive payment for the holiday from such one or more of those employers and, if more than one, in such proportions as the Inspector of Awards determines.

(d) In the event of a holiday, other than Anzac Day, falling on a Saturday or a Sunday, such holiday shall be observed on the succeeding Monday, and in the event of another holiday falling on such Monday, such other holiday shall be observed on the succeeding Tuesday.

(e) Except as otherwise provided, any work done on any of the above holidays or on Sundays or after noon on Saturdays shall be paid for at double time rates.

(f) Annual holidays shall be allowed in accordance with the Annual Holidays Act, 1944.

*Country Work*

10. (a) "Country work" means work done by a worker in such a locality as to necessitate his lodging elsewhere than at his genuine place of residence in New Zealand.

The provisions herein contained relative to country work shall apply whether or not the worker, prior to his accepting such country work, is already in the service of the employer, and whether the worker is engaged at the place where the work is to be done or elsewhere, and irrespective of the situation of the employer's usual place of business.

(b) The employer shall convey the worker, free of charge, or pay his fare, to and from country work, but once only during the continuance of the work. If, however, the worker is withdrawn from such work by the employer, or if he returns therefrom requiring medical attention in consequence of accident or sickness arising out of and in the course of the employment, and is, in either case, again required on the work, the employer shall convey him or pay his fares to and from such work.

When the work is situated less than fifty miles from the employer's place of business, the worker shall be refunded his return railway fare, or in the case of there not being a railway, then his bus fare or fare for other usual means of conveyance to and from the place of engagement once every four weeks during the continuance of the work. When the work is situated over fifty miles from the employer's place of business, the refund shall be made once in each three months.

(c) Time occupied in travelling shall be paid for at the ordinary rates; but no worker 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 worker 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 a Saturday shall be paid for the time actually travelling, with a maximum of eight hours.

(d) Workers employed upon country work shall be provided by the employer with suitable board and lodging.

(e) Notwithstanding anything contained herein, 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 the hours so prescribed shall be considered overtime and shall be paid for at the rate of 6d. per hour in addition to the ordinary rates.

*Suburban Work*

11. (a) Work done elsewhere than at the shop of the employer and over two miles by the nearest convenient mode of access from the chief post-office in any town shall be considered suburban work, and workers 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. Workers employed on suburban work shall be refunded any sum expended by them in travelling. For the purposes of this clause the terminus of the cable tramway and of the bus services shall be deemed to be at a distance of not less than two miles from the chief post-office.

(b) If such work shall be beyond the terminus of cable or electric-tram service, employers shall pay for the time taken to go to and from the work, or allow walking-time to and from the work.

*Piecework*

12. (a) Piecework is prohibited. No work shall be sublet on a labour-only basis.

(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 also.

*General Conditions*

13. (a) Men employed on swinging or suspended scaffolds, on steeples when working 30 ft. or more above the eaves of buildings, on chimney stacks or towers standing apart from buildings when working 40 ft. or more above the ground, in sewers, tunnels, or other wet places, or on any coloured work, shall receive 2s. 6d. per day or part of a day extra, while so employed. Coloured work shall not include white, or ordinary grey cement, or boncote or similar paints.

(b) Men employed in the demolition of a building or any part thereof where dust is caused through the falling of brick walls 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. for each day or part of a day extra while so employed.

(c) Where a worker is working on wet concrete floors the employer shall, if requested by the worker, supply suitable boots for the use of the worker, or in default make an extra payment to the worker of 3d. per hour.

(d) Hacking-tools and all brushes for colour washing and texture work shall be provided by the employer. The employer shall also provide all paint-brushes to fibrous-plasterers. Five minutes shall be allowed for washing up.

(e) During the months of March to September inclusive, provision shall be made by employers for an adequate supply of hot water in some central position for the benefit of employees engaged in the manufacture of fibrous plaster and cement sheets.

(f) Where a worker expends more than 4d. per day on fares between the central post-office and the work, such amount in excess of 4d. shall be refunded by the employer.

#### *Right of Entry*

14. Each employer bound by the award shall allow the secretary or other authorized officer of the union of workers to enter at all reasonable times (to be mutually arranged) on the premises or works and there interview workers, but not so as to interfere unreasonably with the employer's business.

#### *Stoppage of Work*

15. When a worker reports on the job at the usual starting-time and does not work during that day, he shall be paid not less than one hour's pay.

#### *Meal-money*

16. Employers shall allow meal-money at the rate of 2s. per meal when workers are required to work after 1 p.m. on Saturdays or after 6 p.m. on the first five days of the week, provided such workers cannot reasonably get home to their meals.

#### *Accidents*

17. Where reasonably necessary, a modern first-aid emergency case, fully equipped, shall be provided on every job or works.

#### *Workers to be Members of Union*

18. (a) Subject to the provisions of subsection (5) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, 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.

(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.

(c) Every person who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested so to do by his employer or any officer or representative of the union commits a breach of this award, and shall be liable accordingly.

(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.)

#### *Under-rate Workers*

19. (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.

#### *Matters Not Provided For*

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

#### *Application of Award*

21. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer who, not being an original party hereto, is, when this award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial district to which this award relates.

#### *Scope of Award*

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

#### *Term of Award*

23. This award shall come into force on the 30th day of August, 1948, and shall continue in force until the 30th day of August, 1949.

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 23rd day of August, 1948.

[L.S.]

A. TYNDALL, Judge.

## MEMORANDUM

The matters settled by the Court were as follows: sub-clause (c) of definitions, all wage-rates, charge hands, tool, brush, and overall allowance, employment of boys and youths, holidays and the transfer of holidays falling on Saturdays, and subclause (e) of country work.

The rates of remuneration prescribed in this award are *not* to be increased by the application of the provisions of the Court's general orders of 9th August, 1940, and 31st March, 1942.

A. TYNDALL, Judge.

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