

## CANTERBURY AND WESTLAND PLASTERERS—AWARD

*[Filed in the Office of the Clerk of Awards, Christchurch]*

In the Court of Arbitration of New Zealand, Canterbury and Westland Industrial Districts—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the New Zealand (Except Otago and Southland) Carpenters, Joiners, Joiners' Machinists, and Plasterers, and (Except Auckland) Bricklayers and Related Trades Industrial Union of Workers (hereinafter called "the union") and the under-mentioned union, persons, firms and companies (hereinafter called "the employers"):

### CANTERBURY INDUSTRIAL DISTRICT

A.A. Construction Co., College Road, Timaru.  
Andrews, Thos., and Son, 67 Moorhouse Avenue, Christchurch.  
Andrews, S. P., Cox Street, Ashburton.  
Aldridge and Cooke, 172 McKenzie Avenue, Christchurch.  
Argyle, A. C., 69 Middle Road, Ashburton.  
Bailey and Walters, 239 Brougham Street, Christchurch.  
Bradford Construction Co. Ltd., 52 Bridge Street, Ashburton.  
Cairns, C. W. A., 164 Cashel Street, Christchurch.  
Canterbury Master Plasterers Industrial Union of Employers (P. J. Taylor, Secretary),  
483 Madras Street, Christchurch.  
Canterbury Fibrous Plaster Co., 995 Colombo Street, Christchurch.  
Delahunty, J. P., 62 Wharenuui Road, Christchurch.  
Dewar, D. N., 8 Rolleston Street, Timaru.  
Drage, W. J., 9 Seddon Street, Rangiora.  
Dougall, S., 14 Sylvester Street, Christchurch.  
Edward and Taylor, 483 Madras Street, Christchurch.  
Field and Duff Ltd., 5 Otara Street, Christchurch.  
Forward, J., and Son, 149 Palmers Road, Christchurch.  
Gee, E. L., 36 Hoon Hay Road, Christchurch.  
Hadley, C. G. R., 14 Cambia Street, Christchurch.  
Hatherley, E. J., and Son, 9 Strowan Road, Christchurch.  
Hatherley, Thos., Ltd., 24 Sylvester Street, Christchurch.  
Hay, A., 135 McFaddens Road, Christchurch.  
Hickman, V. F., 50 Antigua Street, Christchurch.  
Hill, K. S., 57 Winton Street, Christchurch.  
Keenan, J. H., 29 Roxburgh Street, Christchurch.  
Latham, T., 5 Puna Street, Christchurch.  
McIlroy, K. R., 30 Totara Street, Christchurch.  
Moonlight, G., 23 Frederick Street, Christchurch.  
McCree, H., and Son, 26 Quinns Road, Christchurch.  
Nelson, J. H., and Son, 17 Saltaire Street, North Beach.  
Reddecliff and Bradford, 70 Bridge Street, Ashburton.  
Stapleton, A., 23 Walnut Avenue, Christchurch.  
Stanton, A. W., 33 Randolph Street, Christchurch.  
Watson, F. E., and Son Ltd., 103A Antigua Street, Christchurch.  
Wilkins, W., and Son, 92 Fitzgerald Avenue, Christchurch.  
Wardrops Fibrous Plaster Ltd., 32 Moorhouse Avenue, Christchurch.  
Wolfe, L. R., 85 Vagues Road, Christchurch.

## WESTLAND INDUSTRIAL DISTRICT

Greymouth Borough Council, Greymouth.  
 Greymouth Municipal Gas Works, Lord Street, Greymouth.  
 Westland Hospital, Hokitika.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the terms of settlement arrived at in the above-mentioned dispute and forwarded directly to the Court pursuant to the provisions of section 130 of the Industrial Conciliation and Arbitration Act 1954, 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 18th day of November 1961 and thereafter as provided by section 152 of the Industrial Conciliation and Arbitration Act 1954.

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 5th day of September 1960.

[L.S.]

A. TYNDALL, Judge.

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SCHEDULE

*Definition of Work*

1. (a) The following shall comprise and include plasterers' work: all internal and external plastering; all cement floors, all scratch and slush coats; walls and ceilings; rough cast; stipple and texture; making and fixing all kinds of ornaments in cement; all shop work and casting and fixing fibrous plaster, or any kind of plaster sheets or patent sheets that require to be finished off with plaster; all wall and floor tiling.

(b) Nothing in this award shall be deemed to prevent a carpenter from fixing fibrous-plaster sheets where wooden battens are used to cover the joints.

*Hours of Work*

2. (a) Forty hours shall constitute an ordinary week's work, eight hours to be worked on five days of each 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.

*Wages*

3. (a) The minimum rate of wages for workers covered by this award shall be:

- (i) For the first week of employment with any employer, 6s. 11½d. per hour.
- (ii) After the completion of one week's employment with the same employer, £13 18s. 4d. per week.

(b) The worker who is in charge of three or more journeymen bound by this award and who is responsible for carrying out the work and who gives instructions to the other workers shall be paid 4s. 6d. per day in addition to the above-mentioned rate.

(c) No deduction in respect of time lost by any weekly worker shall be made from the wages payable to him except for time lost by reason of the default of the worker or by reason of his illness or of any accident suffered by him.

*Requirements of Economic Stabilisation Regulations*

4. No worker bound by this award shall in any week be paid a lesser amount by his employer than the worker would have been entitled to be paid under this award if it had specifically applied the general order of the Court dated 18 September 1959 otherwise than by incorporation pursuant to the pronouncement of the Court dated 18 September 1959.

*Payment of Wages*

5. (a) Except on country work, all wages shall be paid weekly, not later than Thursday, within ordinary working hours, either on the works, or at the employer's workshop. All waiting time shall be paid for at overtime rates. With every payment of wages there shall be handed into the keeping of the worker a fully itemised statement of the particulars of such payment.

(b) On all work coming within the scope of clause 21 (Country Work) of this award, the wages shall be paid at intervals not later than fortnightly, as agreed upon between the employer and the worker concerned. With every payment of wages there shall be handed into the keeping of the worker a fully itemised statement of particulars of such payment.

(c) In the event of a pay-day being a holiday, wages shall be paid under the same conditions as set out in subclause (a) of this clause on the day preceding the holiday: Provided, however, that if a holiday falls on a Friday, wages shall be paid not later than the preceding Wednesday.

(d) When a worker is discharged summarily or otherwise or leaves after giving the full notice required under clause 6 hereof, he shall be paid all moneys due to him immediately upon ceasing his employment, but in other cases he shall, on application in person or by some other person authorised in writing, but not earlier than 3 p.m. on the following pay-day, be paid all moneys due to him.

(e) All waiting-time beyond the prescribed time shall be paid for at overtime rates.

*Termination of Employment*

6. In the case of weekly workers one week's notice of the termination of employment shall be given by either party, and in the case of hourly workers two hours' notice of termination of employment shall be given by either party; but nothing herein contained shall prevent an employer from summarily dismissing a worker for misconduct.

### *Overtime*

7. (a) All work done outside of or in excess of the daily hours fixed in clause 2 of this award shall count as overtime and shall be paid for at the rate of time and a half for the first three hours and double time thereafter: Provided that any time worked after 10 p.m. and before the usual starting time next day shall be paid for at double time rates.

(b) For work done on Sunday, or on any of the holidays specified in subclause (a) of clause 8, double time shall be paid.

(c) Any work done in excess of four hours on Saturdays or after noon on Saturdays shall be paid for at double time rates.

(d) Any worker having to work all day and having to continue to work until midnight shall be given eight hours off or be paid double time rates for all time worked on the second day.

(e) Any worker ordered out to work on any Saturday, Sunday, or on any holiday provided for in this award shall receive not less than four hours' pay at overtime rates for so doing.

(f) No time shall be worked in excess of five hours without an interval of not less than half an hour for a meal. Any time so worked shall be paid for at double time rates.

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

### *Holidays*

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

(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.

### *Annual Holidays Act 1944*

9. The provisions of the Annual Holidays Act 1944, shall be deemed to be incorporated in this award and shall have effect according to their tenor.

### *Suburban Work*

10. (a) "Suburban work" shall mean work (other than country work) performed elsewhere than at the shop of the employer and irrespective of where the engagement takes place.

Workers employed on suburban work distant more than  $1\frac{1}{2}$  miles from the central points hereinafter specified 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 worker to and from such work beyond the central point shall be allowed and paid for by the employer. For the purpose of this clause, all distances shall be measured by the usual and most convenient mode of access for foot passengers.

The central points hereinbefore referred to are:

- (i) Where the shop of the employer is situated in the city of Christchurch or the borough of Riccarton, Cathedral Square:
- (ii) Where the shop of the employer is situated in the borough of Greymouth, the Greymouth Main School, Tainui Street:
- (iii) Where the shop of the employer is situated in the borough of Hokitika, the main school:
- (iv) Where the shop of the employer is situated in any other city, borough, or town district, the chief or principal post office in such other city, borough, or town district.

(b) For the purposes of this clause the words "shop of the employer" shall not be deemed to include any shop, office, or store established at, on, or in connection with any separate contract carried on by him.

(c) Where an employer pays fares such fares shall be paid to and from the work, commencing and finishing at the tramway or bus section nearest to the central points hereinbefore specified in subparagraphs (i) to (iv) of this clause, 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.

(d) Where a worker uses his own bicycle to travel to and from suburban work he shall be paid an amount equal to the cost of return fares charged by the normal public transport service from the central points to the job or from his home whichever is the nearest.

#### *Travelling-expenses*

11. Any worker required to commence or to cease work after the cessation of public wheeled traffic or before the ordinary time of starting of such traffic shall be paid for the reasonable time occupied in travelling and fares to or from his home, at ordinary rates of pay. Where an employer provides his own means of transport a worker shall not be entitled to fares. For the purposes of this award "public wheeled traffic" shall mean trams, buses, trains, or ferries ordinarily used by workers to and from their work.

#### *Meal-money*

12. Employers shall allow meal-money at the rate of 5s. per meal when workers are required to work after 1 p.m. on Saturdays, or after 6 p.m. during the first five working days of the week: Provided that such workers cannot reasonably get home for their meals.

#### *Refreshments*

13. A morning and afternoon break of 10 minutes shall be allowed without deduction of pay to all workers. The employer shall allow a hot drink to be prepared during the morning and afternoon and for lunch.

### *Tool and Overall Allowance*

14. All workers required to supply their own tools and overalls shall be paid an allowance at the rate of 5s. per week irrespective of the hours worked.

### *Stoppage of Work*

15. (a) Any workers, other than weekly workers, attending at the place of work and being stood down by reason of there being no work (other than on account of bad weather conditions) shall receive three hours' pay at ordinary rates.

(b) Where, owing to bad weather conditions, work does not proceed at the commencement of the day, workers attending for the purpose of working shall be paid for two hours. If work proceeds at the commencement of the day and is interrupted by bad weather conditions, workers shall be paid to noon, but they may be transferred to a dry job or may be required to stand by until noon. If work proceeds after the lunch period and is interrupted by bad weather conditions, workers shall be paid for the rest of the afternoon, but they may be transferred to a dry job or may be required to stand by. No worker is eligible for the above payment if he fails to transfer or stand by when so required. This subclause shall have no application to weekly workers.

(c) Any allowance by way of travelling-time made to workers employed on suburban work shall not be regarded as a set-off against minimum payments due to the workers under the foregoing subclauses.

### *General Conditions*

16. (a) Men employed on work ordered by the health authorities, or in sewers, tunnels, or wet places, or on steeples, swinging or suspended scaffolds, or bosun chair, or on ladders, or on steeple towers, or on chimney stacks 35 ft or over in height from the ground, shall receive not less than 4½d. per hour while so employed. "Wet places" shall mean where workers are called upon to work in water, slush, mud or wet concrete 1 in. or more in depth or in wet vegetation at least 9 ins. in height.

(b) Workers who are engaged in stripping old solid plaster, as a preliminary to re-plastering, shall be paid 4½d. per hour extra while so employed, with a minimum of 3s. for that day provided not less than two hours are so worked.

(c) Where a worker is working on newly laid soft concrete floors the employer shall supply gumboots for the use of the worker or in default make an extra payment to the worker of 4½d. per hour.

(d) Hacking-tools and brushes for lime and cement washing shall be provided by the employer. Five minutes shall be allowed for washing up.

(e) Workers using bitumastic material on any kind of work shall be paid an extra rate of 4½d. per hour.

(f) Any worker working with pumice, charcoal, or silicate or other insulating materials in connection with insulation work in confined or unventilated spaces, or where the air is impregnated with the dust of any of those materials, or employed in freezing-chambers or cool-storage where the temperature is 40 degrees Fahrenheit or less, shall be paid 4½d. per hour while so employed, and shall be allowed 10 minutes' spell after two hours have been worked continuously without any deduction in wages.

(g) Any worker required to work in any compartment or confined space where the heat exceeds 110 degrees Fahrenheit shall be paid time and a half rates. No worker shall be compelled to work in any place where the temperature has been raised above 150 degrees.

#### *Piecework*

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

(b) It shall constitute 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.

(c) For the purpose of preventing piecework in plastering and in the fixing and stopping of fibrous plaster sheets it shall be deemed to be a breach of this award for any one except manufacturing contractors or recognised master plasterers to do the above work other than under the conditions of this award.

#### *Sanitary Accommodation, etc.*

18. (a) Every employer shall arrange with the builder to provide proper sanitary conveniences for his workmen, and also a properly secured place for workers' tools; and to provide accommodation to the satisfaction of the Inspector of Factories to enable workmen to change their clothes.

(b) Except in exceptional cases and except on cottage work, no lime or cement shall be stored in the men's dressing room.

#### *Accidents*

19. A modern first-aid emergency case, fully equipped, shall be kept by each employer in a convenient and accessible position in every place where the Inspector of Awards shall deem it necessary.

#### *Disputes*

20. The essence of this award being that the work of the employers shall not on any account be impeded but shall 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 14 days after the decision has been made known to the party desirous of appealing.

#### *Country Work*

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

(b) 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.



(c) The employer shall convey the worker free of charge or pay his fare to and from the 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 again convey him or pay his fare to and from such work.

(d) Time occupied in travelling shall be paid for at 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 Saturdays in journeying to a job shall be paid for eight hours, and returning from the job on Saturdays, shall be paid for the time actually travelling, with a maximum of eight hours.

(e) The employer shall refund to the worker reasonable expenses for meals incurred while travelling to and from country work.

(f) The employer shall either provide the worker while on country work with suitable board and lodging or, in lieu thereof, pay him for each day of the week the sum of 15s. 6d.: Provided that where, through circumstances within the control of the employer, a worker is employed upon country work for less than six consecutive days, the employer shall provide such board and lodging and may not elect to make such payment in lieu thereof. Suitable board and lodging shall include the providing of mattresses and stretchers. The details as to what shall constitute suitable board and lodging on each job shall be mutually arranged between the employer and the local branch of the union, and in the event of a dispute or difference the question shall be referred to a disputes committee under clause 20 of the award.

(g) Where suitable board and lodging is not provided by the employer on or reasonably near to the site where "country work" is to be performed, workers shall either proceed to and from such work or 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 shall be allowed and paid for by the employer.

(h) When the work is situated less than 50 miles from the worker's genuine place of residence, the worker shall be paid his return fare to and from his genuine place of residence once every two weeks during the continuance of the work.

When the work is situated over 50 miles from the worker's genuine place of residence, the payment shall be made once in each two months.

As an alternative the employer may supply the worker with transport in which case the payment of fares will not be made.

(i) Notwithstanding anything contained herein, and subject to the provisions of subclause (b) of clause 7 hereof, the hours of work in respect of any specified country work may be other than those hereinbefore prescribed: Provided 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 time and one third.

#### *Right of Entry Upon Premises*

22. (a) The secretary or other authorised officer of the union shall with the consent of the employer or his representative (which consent shall not unreasonably be withheld), be entitled 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.



(b) Employers shall, on request, which request shall not be made more often than once in each three months, supply to the secretary of the union the names of all workers covered by this award in their employ.

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

23. (a) Subject to the provisions of sections 174 (5) and 175 of the Industrial Conciliation and Arbitration Act 1954, 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 18 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 21 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 section 174 (3) of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.)

#### *Under-rate Workers*

24. (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 14 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.

#### *Access to Award*

25. A printed or typewritten copy of this award shall at all times be kept affixed by the employer in some conspicuous place at the workshop or usual place of business of the employer, in such a position as to be easily read by the workers.

*Application of Award*

26. (a) This award shall apply to the plastering industry and to plasterers' work as defined in subclause (a) of clause 1 hereof.

(b) This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every 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 districts to which this award relates.

*Scope of Award*

27. This award shall operate throughout the Canterbury and Westland Industrial Districts.

*Term of Award*

28. This award, in so far as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the 4th day of August 1960, and so far as all other provisions of the award are concerned, it shall come into force on the day of the date hereof; and this award shall continue in force until the 18th day of November 1961.

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 5th day of September 1960.

[L.S.]

A. TYNDALL, Judge.

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MEMORANDUM

The award, including the operative date of provisions relating to wages, embodies the terms of settlement arrived at by the assessors in Conciliation Council.

A. TYNDALL, Judge.

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