

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 1954; 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 union, persons, firms, and companies (hereinafter called “the employers”):

Otago and Southland Fibrous and Solid Plasterers and Tile Fixers Industrial Union of Employers, 20 Crawford Street, Dunedin.
 Ashton Fibrous Plaster Co. Ltd., Itchen Street, Oamaru.
 Biggs, F. J. and Co. Ltd., Teviot Street, Invercargill.
 Briscoes N.Z. Ltd., 74 Crawford Street, Dunedin.
 Dickinson, R. J., Plasterer, Alexandra.
 McLeod and Marr Ltd., 249 Hillside Road, Dunedin.
 Otago Fibrous Supplies Ltd., Castle Street, Dunedin.
 Tyrie, W. L. Ltd., Marlow Street, St. Kilda, Dunedin.
 Wardrops Fibrous Plaster Co. Ltd., Wilkie Road, Dunedin.

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 31st day of January 1965 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 29th day of August 1963.

[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: woodlathing; making, moulding, and fixing fibrous plaster; covering fibre boards; metal-lathing; rough-casting; tiling; and all other interior and exterior plastering including the use of resin or plastic materials.

(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, etc., to receive same, slab tiling, fixing of tile slabs, and building of tiled fireplaces. The fixing of all glass tiles such as vitrolite, marbite, etc., shall be done by tilers where the skirting, facing, 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. A break of 10 minutes shall be allowed morning and afternoon, provided there is no complete cessation of necessary work.

Wages

5. (a) Journeymen plasterers, journeymen fibrous plasterers, and tile fixers shall be paid not less than the following rates of wages:

(i) For the first week of employment with any employer, 7s. 6d. per hour.

(ii) After the completion of one week's employment with the same employer, £15 per week.

(b) Fibrous-plaster casters and wallboard makers shall be paid not less than 6s. 5½d. per hour for their first year, 6s. 9½d. per hour for their second year, £14 7s. 6d. per week for their third and fourth years, and thereafter £15 per week.

(c) The worker who is appointed by the employer to be responsible for carrying out the work and who gives instructions to the other workers shall be paid not less than 5s. 2d. 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 1½d. per hour shall be paid to journeymen only as tool, brush, and overall allowance.

(e) Fibrous-plaster casters and wallboard makers shall be paid 1d. per hour clothing allowance.

Boys and Youths

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

| | | | Per Week | | |
|----------------------------|-------|-------|----------|----|----|
| | | | £ | s. | d. |
| From 16 to 17 years of age | ..... | ..... | 5 | 10 | 0 |
| From 17 to 18 years of age | ..... | ..... | 6 | 10 | 0 |
| From 18 to 19 years of age | ..... | ..... | 8 | 1 | 4 |
| From 19 to 20 years of age | ..... | ..... | 9 | 17 | 6 |
| From 20 to 21 years of age | ..... | ..... | 11 | 13 | 4 |

(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.

Termination of Employment

7. (a) 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 24 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.

(b) Any employee discharged or leaving his employer's employment shall be allowed not less than 15 minutes after the notification of discharge or intention to leave has been made in which to pack up his tools.

Overtime

8. (a) All time worked outside or in excess of the hours mentioned in clause 3 shall be paid for at the rate of time and a half for the first four hours and double time thereafter. Overtime shall be calculated on a daily basis.

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

Payment of Wages

9. (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 rate.

(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) No deduction shall be made from the weekly wages provided for herein except for time lost through the worker's sickness, accident, or default.

Holidays

10. (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, 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) 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

11. (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 50 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 50 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 time and a third, excepting that any work done on any of the holidays specified in subclause (a) of clause 10 or on Sundays shall be paid for at double time rates.

(f) All time occupied in travelling before 7 a.m. and after 6 p.m. shall be paid for at overtime rates.

Suburban Work

12. (a) Work done elsewhere than at the shop of the employer and over $1\frac{1}{2}$ 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 $1\frac{1}{2}$ 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 $1\frac{1}{2}$ miles' distance before mentioned shall be allowed and paid for by the employer. Walking time shall be computed at the rate of 3 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 $1\frac{1}{2}$ miles from the chief post office.

(b) All time occupied in travelling before 7 a.m. and after 6 p.m. shall be paid for at overtime rates.

Piecework

13. (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

14. (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 4s. per day or part of a day extra while so employed. Coloured work shall not include white, cream, 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, or in chipping walls, shall be paid 4s. 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 $4\frac{1}{2}$ d. 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 on 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.

(g) Any worker called upon to perform work of an unusually dirty or offensive nature shall be paid such extra rate per hour as may be agreed upon between the employer and the worker.

(h) The employer shall supply, on the request of the secretary of the union, a list of all workers employed, but not more often than once in each three months.

(i) Workers employed handling cork, bitumen or other bitumastic materials shall be paid an additional 6s. 4d. per day as dirt money allowance.

(j) 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.

Right of Entry

15. Each employer bound by the award shall allow the secretary or other authorised 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

16. 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 three hours' pay.

Meal Money

17. Employers shall allow meal money at the rate of 5s. 2d. 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

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

Unqualified Preference

19. (a) Any adult person engaged or employed in any position or employment subject to this award by any employer bound by this award shall, if he is not already a member of a union of workers bound by this award, become a member of such union within 14 days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this award so long as he continues in any position or employment subject to this award.

(c) Every worker obliged under subclause (a) hereof to become a member of a union who fails to become a member, as required by that subclause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with subclause (b) hereof commits a breach of this award.

(d) Every employer bound by this award commits a breach of this award if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purposes of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this award.

(NOTE—Attention is drawn to section 174H of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.)

Under-rate Workers

20. (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.

Matters Not Provided For

21. 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 14 days after such decision shall have been communicated to the party desiring to appeal.

Application of Award

22. 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 district to which this award relates.

Scope of Award

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

Term of Award

24. 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 first day of the pay period in each establishment commencing on or after the 5th day of August 1963, 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 31st day of January 1965.

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 29th day of August 1963.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award, including the operative date of provisions relating to wages, incorporates the terms of settlement arrived at by the parties in the course of an inquiry held before a Council of Conciliation.

Upon being satisfied by supporting documentary evidence that an unqualified preference provision has been agreed to by all the assessors in accordance with section 174B of the Industrial Conciliation and Arbitration Act 1954 (as enacted by the Industrial Conciliation and Arbitration Amendment Act 1961), the Court has inserted clause 19 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. TYNDALL, Judge.
