

**NORTHERN INDUSTRIAL DISTRICT BILLIARDS-PARLOURS AND  
SPORTS-ROOMS EMPLOYEES.—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 Houses of Entertainment and Places of Amusement Employees' Industrial Union of Workers (hereinafter called "the union") and the under-mentioned persons, firms, and companies (hereinafter called "the employers") :—

Ascot Billiards, Ltd., 190 Queen Street, Auckland, C. 1.

Bain, S., Morrinsville.

Barlow, J., La Paloma Billiard-rooms, 79 Victoria Street, Auckland,  
C. 1.

Billiards Ltd., 551 Dominion Road, Mount Eden, Auckland, S. 1.

Bird and McIntyre, Central Billiard-rooms, 74 Victoria Street,  
Hamilton.

Broadley, J., 122 Gladstone Road, Gisborne.

Brooks, F., Huntly.

Butler, H., Waihi.

Cunningham, T., Regent Billiard-rooms, 152 Queen Street, Auckland,  
C. 1.

Cuthbertson, E., 143 Broadway, Newmarket, Auckland, S.E. 1.

Dale, E., Royal Billiard-rooms, Karangahape Road, Auckland, C. 2.

Deacon, J., 172 Tutanekei Street, Rotorua.

Dragich, M., National Billiard-room, 79 Hobson Street, Auckland, C. 1.

Evans and White, Waitemata Billiard-room, Customs Street, Auckland,  
C. 1.

Fielder, R., 9 James Street, Whangarei.

Foley, Z., Star Billiard-room, Newton Road, Auckland, C. 2.

Goodlet, T., 117 Victoria Street, Hamilton.

Gray, M., 65 Arawa Street, Rotorua.

Ivess, C. E., Grand Billiard-rooms, 130 Gladstone Road, Gisborne.

- Jenkins, J., 7B Khyber Pass, Auckland, C. 3.  
 Katavich, G., Star Billiard-rooms, 100 Victoria Street, Auckland, C. 1.  
 Mason, T., Dargaville.  
 O'Connor, M., Olympic Billiard-rooms, 312 Queen Street, Auckland, C. 1.  
 Owen, A., Alhambra Billiard-rooms, Gladstone Road, Gisborne.  
 Ozone, J., Taumarunui.  
 Paull, W., De Luxe Billiard-rooms, Cooke's Building, Queen Street, Auckland, C. 1.  
 Rogers, G., 173 Tutanekai Street, Rotorua.  
 Rowe, W. C., Dominion Billiard Academy, 223 Symonds Street, Auckland, C. 2.  
 Russell, C. W., Kings Billiard-saloon, France Street, Auckland, C. 2.  
 Smith, H. V., Majestic Saloon, Darby Street, Auckland, C. 1.  
 Somerville, P. S., Vulcan Billiard-rooms, 195 Queen Street, Auckland, C. 1.  
 Stephenson, B. P., Queen's Arcade, Queen Street, Auckland, C. 1.  
 Verran, H., Paeroa.  
 Wynne, J., Queen Street, Onehunga, Auckland, S.E. 5.  
 Zambucca, Reservoir Saloon, Great North Road, Auckland, W. 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 from the 15th day of August, 1938, and shall continue in force until the 15th day of August,

1939, 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 8th day of August, 1938.

[L.S.]

P. J. O'REGAN, Judge.

SCHEDULE.

*Industry to which Award applicable.*

1. This award applies to billiards-parlours and sports-rooms.

*Hours of Work.*

2. The ordinary hours of work shall be worked on not more than six days per week as follows:—

- (a) Full-time Employees: Not more than forty-four hours per week, nor more than eight hours per day; the daily hours shall be worked with not more than one break in a span of twelve hours.
- (b) Night Employees: Not more than thirty hours per week, nor more than five hours per day, except on Saturdays, when seven hours thirty minutes may be worked between 1 p.m. and 11 p.m. with not more than one break.

*Meals.*

3. An interval of not less than half an hour shall be allowed each worker for meals. No worker shall be called upon to work for more than five hours without such an interval being allowed.

*Wages.*

4. The following shall be the minimum rates of wages:—

			Per Week.		
			£	s.	d.
(a)	Full-time employees	.. .. .	4	5	0
(b)	Night employees	.. .. .	3	5	0
(c)	Any worker who, in addition to his ordinary duties, has to perform cleaning work	.. .. .	4	10	0

*Casuals.*

5. The rate of pay for casuals shall be not less than 15 per cent. in addition to the computed hourly wage. Any worker who is employed for less than one week shall be deemed to be a casual worker.

*Overtime.*

6. All work performed beyond the hours prescribed in clause 2 hereof shall be deemed to be overtime, and shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

*Holidays.*

7. (a) All work performed on Christmas Day, Good Friday, Anzac Day, and Sundays shall be paid for at ordinary rates in addition to the weekly wage for the time so worked.

(b) All work performed on New Year's Day, 2nd January, Anniversary Day, Easter Monday, Labour Day, the birthday of the reigning Sovereign, and Boxing Day shall be paid for at half rates in addition to the weekly wage for the time so worked.

*Deductions.*

8. No deductions shall be made from the weekly wages of any workers except for time lost through sickness, accident, or default, or any other cause over which the employer has no control.

*Annual Holiday.*

9. (a) On completion of each twelve months' service after the coming into operation of this award each worker shall be allowed an annual holiday of one week on full pay.

(b) Any worker who shall have been employed for less than twelve months but for more than three months and leaves his employment, or is discharged for any reason other than misconduct, shall be allowed a proportionate holiday or payment in lieu thereof.

*Payment of Wages.*

10. Wages shall be paid weekly not later than Friday of each week.

*Right of Entry upon Premises.*

11. Every employer bound by this award shall permit the secretary or 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 and there interview any workers, but not so as to interfere unreasonably with the employer's business.

*Matters not provided for.*

12. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the president or secretary of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the local Conciliation Commissioner, who may either decide the same or refer it to the Court. Either

party, if dissatisfied with the decision of the Commissioner, may appeal to the Court upon giving notice of such appeal to the other party within fourteen days after such decision shall have been communicated to the party desiring to appeal.

*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.)

*Under-rate Workers.*

14. (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.

*Application of Award.*

15. 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.*

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

*Term of Award.*

17. This award shall come into force on the 15th day of August, 1938, and this award shall continue in force until the 15th day of August, 1939.

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 8th day of August, 1938.

[L.S.]

P. J. O'REGAN, Judge.

MEMORANDUM.

The clauses in dispute were those relating to hours of work, wages, and annual holiday. The parties were substantially in agreement on these matters, but the union, while recognizing that a longer working-week than forty hours was necessary, did not wish to prejudice its position in respect of another dispute which is pending. The employers agreed that the union should not be prejudiced in the other dispute referred to, and the Court has fixed the working-week for full-time employees at forty-four hours on that understanding.

P. J. O'REGAN, Judge.