

NORTHERN INDUSTRIAL DISTRICT PIANO TUNERS AND REPAIRERS—AWARD

In the Court of Arbitration of New Zealand, Northern Industrial District—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the Auckland United Furniture and Related Trades Industrial Union of Workers (hereinafter called “the union”) and the under-mentioned persons, firms and companies (hereinafter called “the employers”):

Atwaters Auckland Ltd., Civic Centre, Auckland.

Atwaters Auckland Ltd., Hamilton.

Auckland Piano Co. Ltd., 6 Wakefield Street, Auckland.

Begg, Chas., and Co. Ltd., 112 Queen Street, Auckland.

Begg, Chas., and Co. Ltd., 187 Victoria Street, Hamilton.

British and Foreign Piano Co. Ltd., 17 Strand Arcade, Queen Street, Auckland.

Eady, Lewis, Ltd., 192 Queen Street, Auckland.

Eady, Sydney, Music Co., 378 Queen Street, Auckland.

Hamilton Piano Co., corner of Rosstrevor and Victoria Streets, Hamilton.

North Shore Piano Co., 405 Lake Road, Takapuna.

Overs Melody House, 186 Upper Symonds Street, Auckland.

Piano Traders Ltd., 291 New North Road, Auckland.

Rosewood Pianos Ltd., 5 St. Kevins Arcade, Karangahape Road, Auckland.

Sly, Edric A. (N.Z.), Piano House, 144 Symonds Street, Auckland.

Waters, Ron, Ltd., 6 Ponsonby Road, Auckland.

Webb, E. G., and Co., 27 Ponsonby Road, Auckland.

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 4th day of April 1962 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 2nd day of May 1960.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Interpretation

1. This award shall apply only to workers engaged in repairing and/or tuning, assembling and fitting of pianos, player-pianos, and organ mechanism.

Hours of Work

2. The ordinary hours of work shall not exceed 40 in any one week, and shall be worked between the hours of 7.45 a.m. and 5 p.m. on five days of the week, Monday to Friday, both days inclusive.

Wages

3. (a) The minimum wage for piano tuners, player-piano, or organ tuners and/or repairers, assemblers and fitters of pianos and/or organ mechanism shall be £13 6s. 8d. per week.

(b) Wages shall be paid weekly not later than Thursday on the premises of the employer and during working-hours.

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.

Deductions from Wages

5. An employer shall be entitled to make a rateable deduction from the weekly wages of any worker for any time lost by him through sickness or default or through accident not arising out of and in the course of his employment.

Overtime

6. (a) All time worked outside or in excess of 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 three hours and double time thereafter, provided that all time worked after 9 p.m. or before 7.45 a.m. shall be paid for at double time rates; for work done on Saturday morning between the hours of 8 a.m. and 12 noon time and a half rates shall be paid; for all work done in excess of four hours or after 12 noon on Saturday double time rates shall be paid.

All overtime shall be computed on a daily basis.

(b) Workers called back to work after their day's work is finished or on Saturday, Sunday, or on a holiday shall be paid a minimum payment of two hours at the appropriate overtime rate for such work.

Holidays

7. (a) The following holidays shall be allowed without deduction from wages: New Year's Day, the day following New Year's Day, Anniversary Day, Good Friday, Easter Monday, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, and Anzac Day.

(b) Should any of the prescribed holidays, except Anzac Day, fall on a Saturday or a Sunday such holiday shall be observed on the next ordinary working day or days.

(c) Where any person has been employed in any factory at any time during the fortnight ending on the day on which any of the whole holidays referred to in subclause (a) of this clause occurs each employer who employs him in a factory during that fortnight shall pay him for the holiday, on or before the next regular pay day after the holiday an amount equal to one-tenth of his wages for an ordinary working day multiplied by the number of ordinary working days on which he is employed during the fortnight by the employer.

(d) Time worked on Sunday or on any of the holidays mentioned in subclause (a) of this clause shall be paid for at the rate of double time in addition to the weekly wage.

Annual Holidays

8. Annual holidays shall be granted in accordance with the provisions of the Annual Holidays Act 1944, provided, however, that after 10 years' service with the same employer the period of annual leave shall be three weeks.

Meal-money

9. Except if provided with board and lodgings in accordance with subclause (a) of clause 11 a worker who is called upon to work overtime after 5 p.m. on Monday to Friday, both days inclusive, or after 12 noon on Saturday, the employer shall allow meal-money at the rate of 5s. per meal. Such payment shall be made to the worker each day before commencing overtime.

Termination of Employment

10. Not less than one week's notice shall be given by either party of the termination of the employment, but nothing in this clause shall prevent an employer from summarily dismissing any worker for serious misconduct and in such cases wages shall be paid immediately.

General Conditions

11. (a) All travelling expenses on country work (such to include board and lodging) and the time when travelling shall be paid by the employer. Time occupied in travelling shall be paid at ordinary rates. No worker shall be paid more than an ordinary day's wages for any day occupied by him in travelling, although the hours so occupied by him may exceed eight, unless he is on the same day occupied in working for his employer: Provided that any worker travelling on Saturdays or Sundays or any of the specified holidays shall be paid for the time occupied in travelling at holiday rates.

Country work means work done by a worker which necessitates his lodging elsewhere than his usual place of residence.

If a worker, at the direction of his employer, is employed at any place other than the workshop of his employer, any additional fares incurred shall be paid by the employer and any extra time incurred in travelling shall be at ordinary rates.

(b) Union representatives appointed to joint committees of employers and workers shall be allowed the required time off without pay to attend meetings convened by any particular Government Department.

(c) Casual labour may be employed at *pro rata* the ordinary weekly rate provided in subclause (a) of clause 3, plus 20 per cent. A casual worker shall be deemed to be a worker employed for less than five consecutive working days.

(d) Reasonable time and suitable facilities for washing which shall include hot water, soap, and clean towels (or other suitable means of drying) shall be provided.

(e) A first-aid medical outfit, suitably equipped, shall be provided and maintained by the employer and shall be kept in a convenient and accessible place for use in case of accident. Should any worker meet with an accident during the course of his employment, the employer shall, immediately after the accident, arrange for the worker's transport to a nearby doctor or to a hospital in order that the worker may receive the necessary immediate medical or surgical attention.

(f) Facilities for boiling water at meal-times shall be provided in each factory.

(g) Piecework shall be prohibited.

(h) Where necessary, adequate safeguards shall be provided to carry off injurious fumes and dust.

(i) A break of 10 minutes each morning and afternoon shall be allowed for morning and afternoon tea without deductions from wages: Provided that the afternoon break shall be allowed not later than one hour before the ordinary time of ceasing work.

Workers to be Members of Union

12. (a) Subject to the provisions of section 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.

(d) Every employer shall, on written request from the union secretary or branch secretary, supply the names, private addresses, and occupations of all workers in his employ coming within the scope of this award but not more often than three monthly periods.

(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

13. (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 Factory

14. Every employer bound by this award shall permit the secretary of the union of workers or other authorised officer 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.

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 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, 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 employer's first pay week commencing after the 31st day of March 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 4th day of April 1962.

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 2nd day of May 1960.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

This 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.