

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., P.O. Box 2360, Auckland.
Atwaters Auckland Ltd., 307 Victoria Street, Hamilton.
Begg, Charles and Co. Ltd., Security Buildings, Queen Street, Auckland.
Begg, Charles and Co. Ltd., 187 Victoria Street, Hamilton.
British and Foreign Piano Co. Ltd., 17 Strand Arcade, Queen Street, Auckland.
Dobson Piano Co. Ltd., 127 Bank Street, Whangarei.
Eady, Lewis Ltd., 192 Queen Street, Auckland.
Eady, Sydney, Music Co., 378 Queen Street, Auckland.
Hamilton Piano Co., corner of Rostrevor and Victoria Streets, Hamilton.
Hanlens Piano Repairing Co., 254 Gladstone Road, Gisborne.
Overs Melody House, 186 Upper Symonds Street, Auckland.
Piano Traders Ltd., 291 New North 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 8th day of November 1964 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 4th day of February 1963.

[L.S.]

K. G. ARCHER, 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. (a) The ordinary hours of work shall not exceed eight per day, Monday to Friday, both days inclusive, and shall be worked between the hours of 7.30 a.m. and 5 p.m.

(b) Not less than 45 minutes shall be allowed for a meal, but in cases where the majority of workers in any factory agree with the employer for a lesser period, not less than 30 minutes shall be allowed.

(c) No worker shall be employed for more than five hours continuously without an interval of at least 30 minutes for a meal.

(d) A tea break of 10 minutes each morning and afternoon shall be allowed without deduction from wages: Provided that the afternoon break shall be allowed not later than 3.30 p.m.

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 £14 5s. per week.

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

Diploma of Proficiency

4. Workers who are the holders of a diploma of proficiency in piano tuning and repairing, the latter to include all skills associated with the repair and regulation of action work, on pianos, player-pianos and organs, shall be paid £2 per week in addition to the minimum rates of wages prescribed in this award.

The diploma will be granted to those workers approved by a Committee consisting of one representative of the industry employers and one representative of the workers' union, as having reached a required standard of competency or who have passed an examination set by the committee.

In the event of any disagreement by the Committee, an independent arbitrator will decide the matter.

This provision shall only operate until the 8th day of November 1964.

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 7.30 a.m. shall be paid for at double time rates; for work done on Saturday morning between the hours of 7.30 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 lodging in accordance with subclause (a) of clause 11, workers required to work overtime after 5.30 p.m. shall, unless they can reasonably get home for a meal and return in the meal period allowed pursuant to subclause (b) of clause 2, at the option of the employer be supplied with a suitable meal or be paid the sum of 5s. 3d., which shall be paid daily or weekly as agreed.

The foregoing provisions shall apply when a worker is required to work after 12 noon on Saturday.

For the purpose of this clause a suitable meal would comprise freshly cooked meat, vegetables including potatoes, bread, and butter, and either tea or coffee.

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. Wages shall be paid immediately on completion of employment.

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 at 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 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) Every employer shall, on written request from the union 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 at three monthly periods.

Unqualified Preference

12. (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

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 8th day of November 1962, 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 8th day of November 1964.

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 4th day of February 1963.

[L.S.]

K. G. ARCHER, 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 12 in the award in the form in which it was agreed upon in the Council of Conciliation.

K. G. ARCHER, Judge.