

(11247.) 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, 1925 ; and in the matter of an industrial dispute between the Auckland United Furniture Trades (Piano Tuners and Repairers' Section) Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Atwaters Piano Co., Ltd., Ferguson Buildings, Queen Street, Auckland, C. 1.

Begg, Chas., and Co., Ltd., 41 Customs Street East, Auckland, C. 1.

Dominion Piano Co., 405 Karangahape Road, Auckland, C. 2.

Eady, Arthur, Ltd., 112-114 Queen Street, Auckland, C. 1.

Eady, Kenneth, 427 Upper Queen Street, Auckland, C. 1.

English and Foreign Piano Agency, 56 Kitchener Street, Auckland, C. 1.

Sly Piano House, Ltd., 144 Symonds Street, Auckland, C. 3.

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 from the 2nd day of November, 1936, and shall continue in force until the 2nd day of November, 1937, 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 23rd day of October, 1936.

[L.S.]

E. PAGE, Judge.

SCHEDULE.

Interpretation.

1. This award shall apply only to workers engaged in repairing and/or tuning pianos.

Hours of Work.

2. Forty hours shall constitute a week's work, and shall be worked between the hours of 8 a.m. and 5 p.m. on the first five working-days of the week, and 8 a.m. and noon on Saturday. Not less than forty-five minutes shall be allowed for a meal on any working-day.

Wages.

3. (a) The minimum wage for a piano tuner and repairer shall be £4 15s. per week.

The minimum wage for a piano-tuner or piano-repairer shall be £4 7s. 6d. per week.

(b) Wages shall be paid weekly, and on the premises of the employer during working-hours.

Proportion of Youths.

4. Youths may be employed in the proportion of one youth to two adult male workers.

Wages of Youths.

5. The following shall be the minimum weekly rates of wages payable to youths :—

Age commencing at Trade.	First Year.		Second Year.		Third Year.		Fourth Year.		Fifth Year.	
	First Half.	Second Half.	First Half.	Second Half.	First Half.	Second Half.	First Half.	Second Half.	First Half.	Second Half.
Under 16 years ..	15/-	20/-	25/-	30/-	35/-	40/-	45/-	52/6	62/6	72/6
16 to 17 years ..	20/-	25/-	30/-	35/-	40/-	45/-	52/6	62/6	72/6	..
17 to 18 years ..	25/-	30/-	35/-	40/-	45/-	52/6	62/6	72/6	..	..
18 to 19 years ..	32/6	37/6	42/6	50/-	60/-	72/6	..	..	..	..
19 to 20 years ..	40/-	47/6	57/6	67/6	..	..	..	..	..	..
20 to 21 years ..	55/-	65/-	..	..	..	..	..	..	..	..
Thereafter adult rates										

Deductions from Wages.

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

Overtime.

7. All time worked outside or in excess of the hours mentioned in clause 2 hereof shall be deemed to be overtime, and shall be paid for at time-and-a-half rates for the first four hours and thereafter double time.

Holidays.

8. (a) The following shall be observed as holidays: Anzac Day, Christmas Day, Boxing Day, New Year's Day, 2nd January, Good Friday, Easter Saturday, Easter Monday, Anniversary Day, Labour Day, and the Sovereign's Birthday.

(b) If any of the above-mentioned holidays falls on a Sunday the following Monday shall be recognized as the holiday.

(c) For work done on Sundays, or on any of the above-mentioned holidays, double-time rates shall be paid. The said payment shall be in addition to the ordinary weekly wage.

Meal-money.

9. When a worker is called upon to work overtime after 5.15 p.m. on Monday to Friday inclusive, or after 12.15 p.m. on Saturday, the employer shall allow him meal-money at the rate of 1s. 6d. per meal, unless such worker shall have been given twenty-four hours' notice that he would be required to work overtime.

Termination of Engagement.

10. Not less than seven days' notice in writing shall be given by either party of the termination of the employment; except in the case of casual hands; but nothing in this clause shall prevent an employer from summarily dismissing any worker for serious misconduct.

General Conditions.

11. (a) All travelling-expenses (including 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 exceed eight, unless he is on the same day occupied in working for his employer.

If a worker, at the direction of the employer, commences work at any place other than the workshop of the employer, he shall be paid for the extra time and fares necessarily involved in commencing work at such place instead of the workshop.

(b) Notwithstanding anything contained in subclause (a) hereof time occupied in travelling on Saturday afternoon, Sunday, or on any statutory holiday shall be paid for at double-time rates.

(c) Casual labour may be employed for the sole purpose of piano-tuning.

A "casual worker" is one called upon to tune pianos and not permanently employed.

No casual worker shall receive as a minimum rate less than 5s. for each piano tuned.

(d) Reasonable time shall be allowed, and facilities provided in each factory, for workers to wash their hands at lunch-time and at knocking-off time.

(e) A standard first-aid outfit shall be provided and maintained by the employer, and shall be kept in a convenient place accessible to workers, for use in case of an accident.

Workers to be Members of Union.

12. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in the industry to which this award relates 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 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.

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 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.

Access to Factory.

14. 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 or works, and there interview any workers, but not so as to interfere unreasonably with the employer's business.

Scope of Award.

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

Term of Award.

16. This award shall come into force on the 2nd day of November, 1936, and shall continue in force until the 2nd day of November, 1937.

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 23rd day of October, 1936.

[L.S.]

E. PAGE, Judge.

MEMORANDUM.

The principal matters referred to the Court related to hours, wages, deductions from wages, overtime, holidays, meal-money, general conditions, and access to factory.

E. PAGE, Judge.