

**(4493.) WELLINGTON MANUFACTURING JEWELLERS, WATCH AND CLOCK MAKERS, AND KINDRED TRADES.—AWARD.**

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the Wellington Manufacturing Jewellers, Watch and Clock Makers, and Kindred Trades' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

## Wellington—

- Bay, C. M., jeweller, &c., Willis Street.
- Bock, W. R., jeweller, &c., Lambton Quay.
- Brabin, L. J., jeweller, &c., Lambton Quay.
- Brown, J., jeweller, &c., Manners Street.
- Campbell, J., jeweller, &c., Manners Street.
- Cimino, L., jeweller, &c., Featherston Street.
- Cock, A., and Co. (Limited), jewellers, &c., Victoria Street.
- Coltman, T., jeweller, &c., Cuba Street.
- Douglas, D. M., jeweller, &c., Courtenay Place.
- Freeman, H., jeweller, &c., Manners Street.
- Gillies, D., jeweller, &c., Cuba Street.
- Grady, F., jeweller, &c., Willis Street.
- Hall and Co., jewellers, &c., Cuba Street.
- Heineman, M., jeweller, &c., Willis Street.
- Jerusalem and Co., jewellers, &c., Lambton Quay.
- Joslin and Haycroft, jewellers, &c., Willis Street.
- Kline, C. B., and Co., jewellers, &c., Victoria Street.
- Langdon, H., jeweller, &c., Willis Street.
- Littlejohn, W., and Son, jewellers, &c., Lambton Quay.
- Lloyd, H. W., jeweller, &c., Lambton Quay.
- Ludwig, L. W., jeweller, &c., Lambton Quay.
- Morris and Sons, jewellers, &c., Lambton Quay.
- Morris, H., and Co., jewellers, &c., Mercer Street.
- Partridge, L. R., jeweller, &c., Cuba Street.
- Peek, R. De Lacey, jeweller, &c., Customhouse Quay.
- Rash and Gooder, jewellers, &c., Mercer Street.
- Ross, S. G., jeweller, &c., Lambton Quay.
- Savidge, J. M., jeweller, &c., Riddiford Street.
- Sherwood, C. G., jeweller, &c., Willis Street.
- Tucker and Barry, jewellers, &c., Lambton Quay.
- Tucker, W. N., jeweller, &c., Cuba Street.
- Watt, C., jeweller, &c., Manners Street.
- White, G. T., jeweller, &c., Lambton Quay.
- White, J. M. D., jeweller, &c., Manners Street.
- Young, T. and G., jewellers, &c., Lambton Quay.

## Wanganui--

Andrews, E. L., 124 Victoria Avenue.  
 Bailey, P. J., 54 Victoria Avenue.  
 Broadhead, G., 124 Victoria Avenue.  
 Drews, —, 11 Victoria Avenue.  
 Gaffanay, F. D., and Co., 53 Ridgway Street.  
 Lauchlan and Co., 74 Ridgway Street.  
 McKee, S. J., and Co., 109 Victoria Avenue.  
 Nettleship and Son, 65 Victoria Avenue.  
 Reid, N. L., 59 Victoria Avenue.  
 Williams, J., and Co., 48 Victoria Avenue.

## Napier—

Bailey, H. J., 7 Shakespeare Road.  
 Cooper, S. E., 12 Hastings Street.  
 Corbett, W., 71 Emerson Street.  
 Langley, G., 82 Emerson Street.  
 McClurg, L. S., 50 Hastings Street.  
 McLennon, S., 40 Hastings Street.  
 Napier Loan Company, 27 Emerson Street.  
 Neilson, J., 31 Emerson Street.

## Hastings—

Abel and Anderson, 107 Queen Street West.  
 Armstrong, S., 112 Heretaunga Street.  
 Dunningham, C. S., 116 Heretaunga Street.  
 Garland, S. O., 329 Heretaunga Street.  
 Jones, C. H., 107 Queen Street.  
 Kessell, B. M., Heretaunga Street.  
 McCorkindale, A. C., 115 Queen Street West.  
 Martensen Limited, 130 Heretaunga Street.

## Palmerston North—

Allen, C. H., 8 Featherston Street.  
 Fitt, J. E., 21 Main Street West.  
 Gerrand, J. B., The Square.  
 Lauchlan and Co., The Square.  
 Mortensen, J., The Square.  
 Nash, C. P., Coleman Place.  
 Neal, T. H., 6 Church Street.  
 O'Connor and Tydeman, The Square.  
 Stubbs, N. D., The Square.

## Masterton—

Henderson, A., Queen Street.  
 Nicoll, L. S., 103 Queen Street.  
 Scott, James, Queen Street.  
 Walsh, D., 122 Queen Street.

## Dannevirke—

Ganstad, C. H., High Street.  
 McCallum, M., High Street.  
 Martin, James, High Street.  
 Nymand, P. J., High Street.

- Woodville—  
 Kenney, F. M.  
 Foxton—  
 Golder and Sons.  
 Parkes, R. M.  
 Levin—  
 Sherlaw, T.  
 Waipawa—  
 Bowen, L. A.  
 Williams, T.  
 Waipukurau—  
 Bowen, L. A.  
 Muncaster, H. E.  
 Otaki—  
 Broadway, A. W.  
 Featherston—  
 Hardie, M. N., and Sons.  
 Carterton—  
 Keltie, H., and Co.

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 the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 20th day of November, 1916, and shall continue in force until the 20th day of

November, 1918, and thereafter as provided by subsection (1) (d) of section 90 of the Industrial Conciliation and Arbitration Act, 1908.

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 9th day of November, 1916.

T. W. STRINGER, Judge.

SCHEDULE.

*Classes of Workers.*

1. The classes of workers to be recognized in the trade shall be journeymen, journeywomen, apprentices, and female workers.

*Minimum Wage.*

2. (a.) The minimum rate of wages shall be as follows: Journeymen engaged as goldsmiths or silversmiths, or in chain-making, jobbing, swivel-making, ring-making, polishing, lapping, melting and refining, stamping, rolling, drawing or twisting wire, drawing chinear, rolling plate, chasing, engraving, mounting and setting, enamelling, or in the manufacturing or repairing of watches, clocks, &c., shall be paid at the rate of not less than £3 4s. per week.

(b.) Journeymen engaged in setting, engraving (floral), or chain-making (gold) when it is more than 10 dwt. to the foot, ring making and setting, gold-brooch making, general gold mounting and jobbing shall be paid the same rate of wages as journeymen.

(c.) *Female Workers.*—Female workers may be employed at any of the work hereafter prescribed—viz., chain-making (gold) not more than 10 dwt. to the foot, chain-making (silver) not more than 22 dwt. to the foot, polishing, gilding, lapping, stamping, drawing or twisting wire, drawing chinear, enamelling, scratch-brushing, sand-blasting, carding, saw-piercing on base metal. These workers need not be apprenticed, and shall not be counted when computing the proportion of apprentices. They shall receive wages as follows: First six months, 12s. 6d. per week; second six months, 15s. per week; second year, £1 per week; third year, £1 5s. per week; fourth year, £1 12s. 6d. per week; and thereafter not less than £2 per week.

(d.) Any worker who at the time of the coming into operation of this award is in receipt of wages in excess of those prescribed in clauses (a) and (b) hereof shall not have his wages reduced during the time he remains in his present employ.

(e.) All wages shall be paid weekly on a day to be fixed by each employer, and they shall be paid in full within fifteen minutes of the time for ceasing work.

*Hours of Work.*

3. (a.) A full week's work shall consist of  $46\frac{1}{2}$  hours, to be worked between the hours of 8 a.m. and 6 p.m. on five days of the week, and between the hours of 8 a.m. and 1 p.m. on one day of the week.

(b.) The hours of work for all females and boys under sixteen years of age shall be those prescribed by the Factories Act.

(c.) In establishments outside the City of Wellington where a journeyman or apprentice has also acted as a shop-assistant the hours of work for such journeyman or apprentice may continue to be worked as heretofore without payment of overtime.

*Overtime and Holidays.*

4. Overtime shall be paid for work done outside the ordinary hours at the following rates: Time and a quarter for the first two hours, and time and a half thereafter. For work done on Sundays, Christmas Day, Boxing Day, Good Friday, New Year's Day, Easter Monday, Labour Day, King's Birthday, picnic day (if generally observed), and Anniversary Day (or a day substituted therefor) double time shall be paid. When any holiday shall be generally observed on any day other than hereby prescribed the provisions of this award shall apply to such substituted holiday.

*Apprentices.*

5. (a.) Any employer taking an apprentice to learn the trade shall be deemed to undertake the duty which he agrees to perform as a duty enforceable under this award, and shall pay such apprentice not less than the following rates of wages: For the first year, 10s. per week; for the second year, 15s. per week; for the third year, £1 per week; for the fourth year, £1 5s. per week; for the fifth year, £1 12s. 6d. per week; and for the sixth year, £2 per week. The proportion of apprentices to journeymen and journeywomen shall not exceed one to every three journeymen and journeywomen or fraction of three.

(b.) The period of apprenticeship shall be six years, but three months' probation shall be allowed the first employer of any apprentice to determine his fitness, such three months to be included in the period of apprenticeship, and the obligation of the apprentice to serve his employer shall be deemed to be a duty enforceable under this award.

(c.) At the end of the period of apprenticeship the employer shall give the apprentice a certificate to show that he has served his apprenticeship. Should the employer at any time before the termination of the apprenticeship wish for any reason to dispense with the services of the apprentice he shall give him a certificate for the time served and procure him another employer carrying on business within a reasonable distance of the original employer's place of business, who will continue to teach the apprentice, to

pay him the wages prescribed by the award according to the total length of time he has served, and generally to observe the obligations of the original employer: Provided that it shall not be obligatory upon the employer to find the apprentice another employer if he shall so misconduct himself as to entitle the employer to discharge him, but he shall give him a certificate covering the time actually served.

(d.) An employer taking an apprentice shall give notice thereof and of the name of the apprentice to the Inspector of Factories within one week after the expiration of the period of probation, and an employer transferring an apprentice to another employer shall similarly within one week thereof give notice of such transfer to such Inspector.

(e.) An employer shall not be deemed to discharge his duty towards his apprentice if he fails to keep him employed owing to slackness of work, but such slackness may form a proper ground for transferring him to a master willing to undertake the responsibility of teaching him.

(f.) Where an apprentice has served three years an additional apprentice may be taken on so as to enable the former to have a better opportunity of learning the trade.

(g.) When an apprentice is discharged for cause the employer shall send notice of the discharge and the cause thereof to the Inspector of Factories.

(h.) Existing arrangements with or relating to apprentices now serving any employer may continue, provided that an employer wishing such arrangements to continue shall forward the names of his apprentices to the Inspector of Factories within one month after the filing of this award.

(i.) No deduction shall be made from the wages of an apprentice except for time lost through the worker's illness or default or through the exigencies of the trade, and the apprentice shall make up such lost time before the following year of his apprenticeship shall be deemed to commence, and the total period of his apprenticeship shall be extended for a period equal to such lost time; but an apprentice working overtime shall have such time added to his ordinary time in calculating the respective years of his apprenticeship.

#### *Terms of Engagement.*

6. (a.) The employment shall be deemed to be a weekly employment, and no deduction shall be made from the weekly wages except for time lost through the worker's sickness or default, or for the holidays mentioned in this award or exigency of the trade, provided that this shall not affect the right of women and boys to be paid for statutory holidays as provided by the Factories Acts.

(b.) One week's notice in writing of termination of the employment shall be given on either side.

*Under-rate Workers.*

7. (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 Factories 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.

*Preference.*

8. (a.) If any employer shall hereafter engage any worker coming within the scope of this award who shall not be a member of the union, and who shall not become a member thereof within fourteen days after his engagement and remain such member, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union equally qualified to perform the particular work required to be done, and ready and willing to undertake the same.

(b.) The provisions of the foregoing clause shall operate only if and so long as the rules of the union shall permit any worker coming within the scope of this award of good character and sober habits to become a member of the union upon payment of an entrance fee not exceeding 5s., upon a written application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

*Foremen.*

9. Nothing in this award shall apply to any foreman or manager in any shop or factory.

*Scope of Award.*

10. This award shall operate over the whole of the Wellington Industrial District.

*Term of Award.*

11. This award shall come into force on the 20th day of November, 1916, and shall continue in force until the 20th day of November, 1918.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 9th day of November, 1916.

T. W. STRINGER, Judge.

---

MEMORANDUM.

The award embodies the recommendations of the Conciliation Council, which the parties agreed to accept. At the hearing before the Court some questions were raised as to some minor details, and these have been settled by the Court.

T. W. STRINGER, Judge.