

WELLINGTON INDUSTRIAL DISTRICT.

(11280.) WELLINGTON INDUSTRIAL DISTRICT JEWELLERS, WATCHMAKERS, ENGRAVERS, AND DIE-SINKERS.—AWARD.

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the Wellington Jewellers, Watchmakers, Engravers, and Die-sinkers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

WELLINGTON.

Alex and Co., 185 Featherston Street.
 Baker and Saunders, 87 Cuba Street.
 Batten, J. W., Ltd., 170 Cuba Street.
 Biddulph, W. M., 66 Willis Street.
 Bock, W. R., and Son, 5th Floor, D.I.C.
 Brabbin, L. J., 9 Willeston Street.
 Burd, E. W., 4 Willis Street.
 Cattin, A. E., 17 Willis Street.
 Clarke, A., Ltd., 122 Wakefield Street.
 Cotterill, J., 362 Lambton Quay.
 Crawford, C. S., 31 Molesworth Street.
 Creamer, H. I., 63 Cleveland Street.
 Delmonte and Patience, 80 Wakefield Street.
 Denton, P. N., Ltd., 260 Lambton Quay.
 Dixon, H. E., 70 Cuba Street.
 Dominion Jewellers, Ltd., 69 Willis Street.
 Douglas, D. M., and Son, 3 Dixon Street.
 Fox, A. M., 275 Willis Street.
 Freeman, H. J., 111 Cuba Street.
 Gillies, D., Ltd., 88 Cuba Street.
 Grant, W. M., 107 Customhouse Quay.
 Gunter, G. L., 22 Lambton Quay.
 Halley, D., 234 Lambton Quay.
 Harraps Ltd., 183 Cuba Street.
 Hay, V. L., 33 Mercer Street.
 Heineman Ltd., 332 Lambton Quay.
 Jenness and Partridge, 72 Cuba Street.
 Kennard, A. E., 219 Lambton Quay.
 Lambert, L. T., 40 Panama Street.
 Little, G. R., 60 Willis Street.
 Littlejohn and Son, Ltd., 224 Lambton Quay.
 Lloyds, E. J., Ltd., 128 Cuba Street.
 Lucas and Co., 60 Moxham Avenue.
 Maunter, R., 15 Kent Terrace.
 Mayer and Kean, Ltd., 6A Willis Street.
 Milburn, J. H., 174 Featherston Street.
 Montague, H. A., 33 Mercer Street.
 Morris, G. A., 50 Willis Street.
 Peat, H. T., 33 Mercer Street.
 Process Engraving, Ltd., 64 Manners Street.
 Reed, L. G., 101 Willis Street.

Rosenbergh and Co., 80 Manners Street.
 Rothchild, I. J. A., Co., Ltd., 235 Lambton Quay.
 Rudolph, H. J., 362 Lambton Quay.
 Saunders, H. O., 44 and 122 Willis Street.
 Sender, C., 72A Manners Street.
 Sherlaw, T., 298 Lambton Quay.
 Sherwood and Sons, 103 Willis Street.
 Shran, J. C., 82 Willis Street.
 Smith, C. W., 210 Lambton Quay.
 Stewart Dawson and Co., Ltd., 366 Lambton Quay.
 Taylor, T., 4A Majoribanks Street.
 Tomlin, Gleed, and Co., 123 Willis Street.
 Tremayne, T. O., 29 Waring-Taylor Street.
 Truda, V., 87 Cuba Street.
 Tucker, H. K., 362 Lambton Quay.
 Walker and Hall, 157 Featherston Street.
 Ward, J., 70 Cuba Street.
 Ward, S. W., 28 Seatoun Road.
 Waterworth, E. H., 25 Cuba Street.
 Webster, F. B., 189 Featherston Street.

NAPIER.

Bailey, H. J., Tennyson Street.
 Cooper, W. E., Tennyson Street.
 Corbet, W., 42 Emerson Street.
 Fulton, H. V., 51 Harding Road.
 Jenkins, F. W., 17 Emerson Street.
 Neilson, R. A., Emerson Street.
 Neilson, W. M., 27 Cobden Road.
 Wareham, W. G., 52 Emerson Street.

HASTINGS.

Dobson, W. E., Karamu Road.
 Flighty, C. W., 103 Russell Street N.
 Garland, S. O., and Sons, 223 Heretaunga Street W.
 Grieve, H. J., and Co., 214 Heretaunga Street E.
 Harvey, L., 116 Heretaunga Street E.
 Jones, C. H., 211 Queen Street E.
 Kerrett, B. M., 237 Heretaunga Street W.

MASTERTON.

Bradbury, J., 73 Queen Street.
 Dallas, G., 172 Queen Street.
 Gilding, S., 2 Perry Street.
 Hill, A. E., 2 Bannister Street.
 Mills, S. A., 93 Queen Street.
 Nichol, L. S., 121 Queen Street.

WANGANUI.

Broadhead, G., 181 Victoria Avenue.
 Crysell, E. V., 197 Victoria Avenue.
 Crysell, H. J., 96 Ridgway Street.
 Drew, H. G., 95 Victoria Avenue.
 Fitchett, W. R., 190 Victoria Avenue.
 Flanagan, C. J., 90 Ridgway Street.
 Healean, W. E., 68 Victoria Avenue.
 Moir, H., 144 Victoria Avenue.

Nettle Ships, Ltd., 59 Victoria Street.
 Roberts, R. C., 22 Caius Avenue.
 Scarfe, E. S., 56 Victoria Avenue.
 Signal, J., 56 Victoria Avenue.
 Williams, J., and Co., Ltd., 48 Victoria Avenue.

PALMERSTON NORTH.

Ayres, L. W., 5 Fitzherbert Avenue.
 Gerrand, J. B., and Son, 185 The Square.
 Irton, T., 250 Cuba Street.
 King, J., Coleman Place.
 Knight, W. A., 429 Main Street.
 Looser, A. E., 13 George Street.
 Mortensen, H. G., 61 George Street.
 Nash, C. P., 25 Broadway.
 O'Connor, Tydeman, and Stubbs, 158 The Square.
 Robinson, U. A., 114 Main Street.
 Short and Smithers, 78 The Square.
 Smith, W. J., Regent Arcade.

DANNEVIRKE.

Caranaby, J. S., 112 High Street.
 Karuse, J. W., 89 High Street.
 Marsh, E. W., 170 High Street.
 Millar, K. C., 122 High Street.

LEVIN.

Worsefield, S.
 Wise, G.

PETONE.

Jenness, W. L., 103 Jackson Street.
 Hall, S., Jackson Street.
 Saunders, H. O., 210 Jackson Street.

FEILDING.

Corkindale, A. C., 58 Manchester Street.
 Matheson, A. E., 35 Ferguson Street.
 Pryde, D., 55 Manchester Street.

HAWKE'S BAY.

Ashwell, A., Raetihi.
 Bond, H. D., Taihape.
 Bott, S., Waipawa.
 Bowen, S. A., Waipukurau.
 Carr, G., Wairoa.
 Fairweather, A. J., Pahiatua.
 Golder, J., Foxton.
 Hardie, M. N., Martinborough.
 Jesson, G., Main Street, Eketahuna.
 Keltie and Co., Greytown.
 Kenny, F. M., Woodville.
 Muneaster, Mrs., Waipukurau.
 Potts, J., Otaki.
 Prebble Bros., Wairoa.
 Salter, S. E., Waipukurau.

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 16th day of November, 1936, and shall continue in force until the 16th 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 9th day of November, 1936.

[L.S.]

E. PAGE, Judge.

SCHEDULE.

Hours of Work.

1. The hours of work for all journeymen employed at any branch of the industry shall be forty hours per week, to be

worked between the hours of 8 a.m. and 5.30 p.m. on five days of the week, and between 8 a.m. and 12 noon on the day of the half-holiday.

Not less than forty-five minutes shall be allowed for dinner.

Wages.

2. The minimum rate of pay to all journeymen working at any branch of the trade shall be £5 5s. per week. The journeymen to include jewellers, watchmakers, engravers, die-sinkers, diamond-setters, enamellers, and silversmiths.

Journeymen employed as casuals shall be paid not less than 3s. an hour.

Overtime.

3. All time worked outside of and in excess of the hours mentioned in clause 1 hereof shall be counted as overtime, and shall be paid for at the following rates: Time and a half for the first three hours, thereafter double time.

Workers called back to work overtime shall, in addition to the above-mentioned rates, be allowed tea-money at the rate of 1s. 6d. unless the worker has been notified the day previously that overtime would have to be worked.

Holidays.

4. (a) The following days shall be observed as holidays: Anniversary Day, Good Friday, Easter Monday, King's Birthday, and Labour Day.

(b) Work done on any of the above-mentioned holidays shall be paid for at the rate of double time; work done on Anzac Day, Saturday afternoon, and Sunday shall be paid for at double time.

(c) In addition to the above-mentioned holidays, workers shall be allowed the days between the evening of December 24th and the morning of January 3rd as holidays on full pay annually. Workers dismissed or leaving the service of the employer shall be paid the proportion for the time worked.

Payment of Wages.

5. All wages, including overtime, shall be paid weekly, not later than Thursday, in the employers' time.

Terms of Engagement.

6. Except in the case of casual workers, the employment shall be deemed to be a weekly one, and no deduction shall be made from the weekly wage except for time lost through the worker's sickness or default. One week's notice in writing shall be given on either side to terminate the engagement.

Disputes.

7. The essence of this award being that the work of the employers shall not on any account whatsoever be impeded, but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this award, or any of them, as to any matter whatsoever arising out of or connected therewith and not dealt with in this award, every such dispute or difference shall be referred to a committee to be composed of two representatives of each side, together with an independent chairman to be mutually agreed upon, or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. Either side shall have the right to appeal within fourteen days after such decision has been made known to the party desirous of appealing.

Workers to be Members of Union.

8. (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.

9. (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.

Scope of Award.

10. This award shall apply to the Wellington Industrial District.

Term of Award.

11. This award shall come into force on the 16th day of November, 1936, and shall continue in force until the 16th 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 9th day of November, 1936.

[L.S.]

E. PAGE, Judge.

MEMORANDUM.

The only matters referred to the Court related to membership of the union and under-rate workers. In other respects the award embodies the recommendations arrived at by the assessors in Conciliation Council.

E. PAGE, Judge.