

**NORTHERN INDUSTRIAL DISTRICT WATCHMAKERS AND
JEWELLERS.—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 Manufacturing Jewellers, Watchmakers, and Opticians' Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Auckland.

Auckland Watch Depot, Ltd., Dilworth Building, 26A Queen Street,
Auckland, C. 1.

Beck, F. W., 9 Victoria Road, Devonport, Auckland, N. 1.

- Buchanan and Sons, Ltd., 68 Albert Street, Auckland, C. 1.
 Calame, P. F., and Co., 48 Security Building, Queen Street, Auckland,
 C. 1.
 Coltman, W., 194 Queen Street, Auckland, C. 1.
 Cowan, C. D., 178 Queen Street, Auckland, C. 1.
 Curry, F., City Chambers, Victoria Street, Auckland, C. 1.
 Denison, Walter, 96 Queen Street, Auckland, C. 1.
 Farmers Trading Co., Ltd., Hobson Street, Auckland, C. 1.
 Forde and Co., Brunswick Building, 174 Queen Street, Auckland, C. 1.
 Gray, W. G., 226A Remuera Road, Remuera, Auckland, S.E. 2.
 Goddard, —, Vulcan Lane, Auckland, C. 1.
 Hay, R., 115 Symonds Street, Auckland, C. 1.
 Haydon, E. H., 85A Albert Street, Auckland, C. 1.
 Howden, S., 61 Security Building, Queen Street, Auckland, C. 1.
 Impey, Victor, 10 Victoria Street, Auckland, C. 1.
 Jewel Casket, Queen's Arcade, Queen Street, Auckland, C. 1.
 Johnson, H. T., Second Floor, 48 High Street, Auckland, C. 1.
 Katterfeldt, T. and A., 32 Kingston Street, Auckland, C. 1.
 Kohn, A., Ltd., 178 Queen Street, Auckland, C. 1.
 Martyn, T. H., 183 Symonds Street, Auckland, C. 1.
 Maud, Ernest, 293 Karangahape Road, Newton, Auckland, C. 2.
 Neilson, O. E., 68 Pitt Street, Newton, Auckland, C. 2.
 New Zealand Jewellery, Ltd., 4 Mercantile Chambers, Customs Street,
 Auckland, C. 1.
 Pascoe, James, Victoria Arcade, Queen Street, Auckland, C. 1.
 Peake, H., City Chambers, Victoria Street, Auckland, C. 1.
 Rainger, W. J., 308-311 Third Floor, Victoria Arcade, Queen Street,
 Auckland, C. 1.
 Read Bros., 300 Karangahape Road, Newton, Auckland, C. 2.
 Richardson, H., Queen Street, Waiuku.
 Silk, D., 160 Queen Street, Auckland, C. 1.
 Skeates Bros., 90 Queen Street, Auckland, C. 1.
 Snerdon, G. E., 223 Broadway, Newmarket, Auckland, S.E. 1.
 Stewart Dawson and Co., Ltd., 180 Queen Street, Auckland, C. 1.
 Treanor, H. H., H.B. Buildings, Karangahape Road, Newton,
 Auckland, C. 2.
 Vickery, Ernest, 101-102 Ellisons Chambers, Queen Street, Auckland,
 C. 1.
 Warburton, E. R., 302 Colonial Mutual Buildings, Auckland, C. 1.
 Watts, R., Rutland Street, Auckland, C. 1.
 Woollams Pharmacies, Dilworth Buildings, Queen Street, Auckland,
 C. 1.
 Worrall, William H., 409 Victoria Arcade, Auckland, C. 1.
 Young and Co., 20 Lorne Street, Auckland, C. 1.
 Ziman, J., 39 Lower Queen Street, Auckland, C. 1.

Hamilton.

- Andrews, Laurence, Wesley Chambers, Victoria Street, Hamilton.
 Hall's Jewellers, Ltd., 151 Victoria Street, Hamilton.
 Howden, W. H., 61 Victoria Street, Hamilton.
 Pascoe Ltd., Victoria Street, Hamilton.
 Symington, D., and Son, 231 Victoria Street, Hamilton.

Thames.

- Bongard, —, Thames.
 Hall, —, Thames.
 Lebane, M., Pollen Street Central, Thames.

Rotorua.

Ewen, J. W., 53 Arawa Street, Rotorua.
 Howden, W. H., 89 Fenton Street, Rotorua.

Whangarei.

Benjamin, E., Whangarei.
 Farmer, —, Whangarei.
 Woolley, J. S., Cameron Street, Whangarei.

Pukekohe.

Wright, —, Pukekohe.

Te Kuiti.

Fenton, R., Te Kuiti.

Gisborne.

Gordon, T. R., 20 Gladstone Road, Gisborne.

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 as hereinafter provided and

shall continue in force until the 1st day of May, 1939, 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 25th day of August, 1938.

[L.S.]

— P. J. O'REGAN, Judge.

SCHEDULE.

Hours of Work.

1. (a) The ordinary hours of work shall not exceed forty in any one week.

(b) The daily hours shall not exceed eight on five days of the week, to be worked between the hours of 8 a.m. and 5.15 p.m.: Provided, however, that one watchmaker and one jeweller may be employed in any establishment up to four hours on the day of the weekly half-holiday between the hours of 8 a.m. and noon without payment of overtime so long as his ordinary hours of work for the week do not exceed forty hours.

Wages.

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, jewellery-engraving, mounting and setting, jewellery-enamelling, jewellery-chasing, making and repairing of artificial jewellery, or in the manufacture or repair of watches, clocks, &c., and others engaged in the industry but not specified, £5 5s. per week.

(b) The term "journeyman" shall mean and include any worker (male or female) other than an apprentice employed under the Apprentices Act, 1923, or an under-rate worker employed under clause 11 of this award.

(c) Nothing in this award shall be deemed to apply to electro-plating, die-sinking, or the cutting or engraving of brass plates.

Payment of Wages.

3. Wages shall be paid in cash weekly, not later than Thursday and during working-hours.

Overtime.

4. All work done in excess of the hours prescribed in clause 1 hereof shall be considered overtime and shall be paid for at the following rates: Time and a half for the first four hours and double time thereafter.

Holidays.

5. (a) The following holidays shall be observed without deduction from wages: The period from Christmas Day to the day following New Year's Day (both days inclusive), Anniversary Day, Good Friday, Easter Monday, Anzac Day, Labour Day, and the birthday of the reigning Sovereign.

(b) Time worked on any one of the holidays mentioned in subclause (a) of this clause, or on a Sunday, shall be paid for at the rate of double time.

(c) Notwithstanding anything contained in subclause (a) of this clause, an employer may require a worker to work on the working-days between Boxing Day and New Year's Day at ordinary rates of pay, in which case such worker shall be allowed an equal number of consecutive days as holidays at another time, to be mutually agreed upon, before the end of April.

Tools and Materials.

6. A worker shall not be required to provide any tools or materials.

Terms of Employment.

7. (a) The employment shall be deemed to be a weekly one, and one week's notice of termination of the employment shall be given by the employer or worker, as the case may be, but this shall not prevent an employer from summarily dismissing a worker for misconduct.

(b) An employer shall be entitled to make a rateable deduction from the weekly wage of any worker for time lost by the worker through his own default or sickness or through accident not arising out of or in the course of the employment.

Sub-contracting.

8. (a) All work shall be performed on the premises of the employer, except as hereinafter provided.

(b) A committee consisting of three representatives of the employers and three representatives of the union, and known as the Advisory Committee, shall be set up to deal with all applications to perform work apart from the premises of the employer and, where such permit is approved, the person performing such work shall be a member of the union.

Access to Factories.

9. Every employer bound by this award shall permit the secretary or other authorized officer of the union 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.

Workers to be Members of Union.

10. (a) 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 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 any position or 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.

11. (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.

Application of Award.

12. (a) This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, 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.

(b) This award shall apply to the jewellery-manufacturing, and watch and clock repairing industry.

Scope of Award.

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

Term of Award.

14. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of May, 1938, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 1st day of May, 1939.

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 25th day of August, 1938.

[L.S.]

____ P. J. O'REGAN, Judge.

MEMORANDUM.

The only matter referred to the Court was the term of the award. In other respects the award embodies the recommendations arrived at by the assessors in Conciliation Council.

P. J. O'REGAN, Judge.