

**WELLINGTON INDUSTRIAL DISTRICT JEWELLERS, WATCH-
MAKERS, 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 its amendments; and in the matter of an industrial dispute between the Wellington Jewellers, Watchmakers, and Related Trades' Industrial Union of Workers (hereinafter called "the union") and the undermentioned union, persons, firms, and companies, (hereinafter called "the employers") :—

Wellington—

Bock, W. R., & Son, Ltd., D.I.C. Buildings, Wellington.
Blaxall, N., Ltd., 6 Forresters Lane, Wellington.
Cummins, C. F., Stewart Dawson's Buildings, Wellington.
Cotterill, J., Willis Street, Wellington.
Crichton & Murphy, Courtenay Place, Wellington.
Frost & Guy, Ltd., Manners Street, Wellington.
Hammon & Oliver, Ltd., Stewart Dawson's Buildings, Wellington.
Hay, V. L., Mercer Street, Wellington.
Haycraft, W. M., & Co., Willis Street, Wellington.
Lauchlan's, Ltd., Willis Street, Wellington.
Little, G. R., Willis Street, Wellington.
Mayer & Kean, Ltd., Willis Street, Wellington.
Morris, Harold H., Ltd., Coopers Buildings, Mercer Street,
Wellington.
Palmer & Kerry, Ltd., St. James Theatre Buildings, Courtenay
Place, Wellington.
Partridge, L. R. Estate, Cuba Street, Wellington.
Smith, C. W., Lambton Quay, Wellington.
Tomlin & Glead, Riddiford Street, Wellington.
Ward, J., Cuba Street, Wellington.
Webster, B. F. B., Ltd., Southern Cross Buildings, Brandon Street,
Wellington.
Wellington City Council (Electricity Dept.), Cuba Street,
Wellington.
Wellington District Manufacturing Jewellers, Die-sinkers, Silver-
smiths, Engravers, and Watchmakers' Industrial Union of
Employers, Wellington.
Young, C. J., Willis Street, Wellington.

Masterton—

Bradbury, J., Queen Street, Masterton.

Carterton—

Worsfold, M. W., Broadway, Carterton.

Palmerston North—

Gerrand, J. B., & Sons, Ltd., The Square, Palmerston North.
Stubbs, N. D., & Sons, Ltd., The Square, Palmerston North.

Dannevirke—

Jenkins, M., Ltd., High Street, Dannevirke.

Hastings—

Dobson, W. E., Karamu Road, Hastings.

Napier—

Corbet, W., 42 Emerson Street, Napier.

Jenkins, F. W., 17 Emerson Street, Napier.

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 3 of the Industrial Conciliation and Arbitration Amendment Act (No. 2), 1939, 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 18th day of September, 1950, 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 12th day of May, 1949.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Interpretation

1. "Jewellery and watchmaking" shall mean and include jewellery, watchmaking, watch-repairing, clock-repairing, engraving, die-sinking, diamond or gem setting, enamelling, goldsmithing, silver-smithing, polishing, and badge-making.

Hours of Work

2. (a) The ordinary hours of work shall not exceed forty per week nor eight per day on the five days of the week, Monday to Friday, and shall be worked between the hours of 8 a.m. and 5.30 p.m.

(b) Ten minutes' rest pause without deduction of pay shall be allowed in the morning during which tea shall be permitted.

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

Wages

3. (a) The following shall be the minimum rates of wages payable to workers:—

From and including 18th March, 1949, up to and including 31st May, 1949, £7 11s. 4d. per week.

From and including 1st June, 1949, £7 16s. 1d. per week.

“ Worker ” shall mean and include any person other than an apprentice employed pursuant to the Apprentices Act, 1948, or an under-rate worker employed pursuant to clause 12 of this award.

(b) Workers employed for less than one week shall be deemed to be casual workers and shall be paid 4½d. per hour in addition to the rate prescribed in subclause (a) hereof. Casual workers shall receive a minimum of four hours' work per day.

(c) A tool allowance of 1d. per hour shall be paid to workers employed as clock and watch makers and repairers. All other workers shall be paid ½d. per hour tool allowance.

Overtime

4. (a) All work done outside of or in excess of the hours prescribed in clause 2 hereof shall be considered overtime and shall be paid for at the following rates: Time and a half for the first three hours in any day and double time thereafter.

(b) Workers employed for less than half an hour shall receive half an hour's pay. Workers employed for less than an hour and more than half an hour shall receive an hour's pay.

(c) Employers shall allow meal-money at the rate of 2s. 3d. per meal when workers are required to work after 1 p.m. on Saturdays or after 6 p.m. during the first five working days of the week: Provided that such workers cannot reasonably get home to their meals and return within one hour.

Holidays

5. (a) The following days shall be allowed as holidays without deduction from pay: New Year's Day and the day following, Good Friday, Easter Monday, Anniversary Day (or a day in lieu thereof), Labour Day, Christmas Day, Boxing Day, Anzac Day, and the birthday of the reigning Sovereign.

(b) Should any of the above holidays (except Anzac Day) fall on a Saturday or a Sunday, then such holiday shall be observed on the next succeeding working day or days.

(c) Three hours may be worked on Saturday morning between 8 a.m. and 12 noon at time and a half rates; time worked in excess of three hours or before 8 a.m. or after 12 noon on Saturday shall be paid for at double time rates.

(d) All time worked on Sunday or on any of the holidays mentioned in this clause or holidays observed in lieu thereof shall be paid for at double time rates in addition to the ordinary weekly wage.

Annual Holidays

6. Annual holidays shall be observed in accordance with the provisions of the Annual Holidays Act, 1944.

Outside Work

7. All work shall be performed on the premises of the employer except that an employer shall be permitted to send a worker to a building or place to fix, repair, or remove clocks and name or memorial plates.

Payment of Wages

8. All wages, including overtime, shall be paid weekly not later than Thursday and in the employer's time.

Terms of Employment

9. (a) The employment shall be deemed to be a weekly one, and no deductions shall be made from the weekly wage except for time lost through the worker's sickness or default.

(b) One week's notice in writing of the termination of the employment shall be given on either side, or a week's wages paid to the worker in lieu of such notice.

Right of Entry

10. The secretary of the union shall be entitled to enter at all reasonable times upon the premises of any employer bound by this award for the purpose of interviewing any workers (with the consent of the employer, such consent not to be unreasonably withheld), but not so as to interfere unreasonably with the employer's business.

Workers to be Members of Union

11. (a) Subject to the provisions of subsection (5) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, 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.

(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.

(c) Every person who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested so to do by his employer or any officer or representative of the union, commits a breach of this award, and shall be liable accordingly.

(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

12. (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.

Disputes Committee

13. The essence of this award being that the work of the employer 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 specifically dealt with in this award, every such dispute or difference shall be referred to a committee composed of two representatives of the union and two representatives of the employers. If such committee is unable to decide the matter, the Committee may refer the matter to the Court for decision or, in default of the committee so referring the matter to the Court, then either party may refer the matter to the Court for its decision.

Application of Award

14. 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.

Scope of Award

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

Term of Award

16. This award, in so far as it relates to wages, shall be deemed to have come into force on the 18th day of March, 1949, and so far as all the other provisions 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 18th day of September, 1950.

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 12th day of May, 1949.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award embodies the terms of settlement arrived at by the assessors in Conciliation Council.

A. TYNDALL, Judge.
