

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 its amendments; and in the matter of an industrial dispute between the Auckland Jewellers and Watchmakers Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Afton Plate Works, 2 Clyde Street, Whangarei.
 Auckland Watch Depot, 28 Queen Street, Auckland.
 Bolton, Horace, 192 Queen Street, Auckland.
 Buchanan and Sons, Limited, 68 Albert Street, Auckland.
 Farmers Trading Company, Limited, Hobson Street, Auckland.
 Giraud and Rogers, 59 Customs Street, Auckland.
 Good and Company, 57 Gladstone Street, Gisborne.
 Greenless, J., Great South Road, Otahuhu, Auckland.
 Haydon, E. H., 85a Albert Street, Auckland.
 Hill, H. B., Limited, 73 Victoria Street, Hamilton.
 Hollocast Products, Box 112, Newmarket, Auckland.
 Howdens, Limited, 61 Victoria Street, Hamilton.
 K.D. Jewellers, 65 Gladstone Street, Gisborne.
 Keen, C. H., 521 Karangahape Road, Auckland.
 Kohn, A., 178 Queen Street, Auckland.
 Mastercraft, Limited, College Hill, Ponsonby, Auckland.
 Modern Classics, 648 New North Road, Auckland.
 N.Z. Paua Jewellery Company, 276 Parnell Road, Auckland.
 Precious Metals, Limited, 85 Albert Street, Auckland.
 Rapley, W. G., 47 Queen Street, Auckland.
 Richardson, J. and Son, 102 Albert Street, Auckland.
 Security Jewellers, Limited, 46 Brown Street, Ponsonby, Auckland.
 Stratton, F. N., 636 New North Road, Auckland.
 Walker and Hall, N.Z., Limited, 187 Queen Street, Auckland.
 Warburton, E. R., 159 Queen Street, Auckland.
 Worrall and Sons, 2 Shortland Street, Auckland.
 Wright, W., Pukekohe.
 Young, Robert, Limited, 20 Lorne Street, Auckland.

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 31st day of October, 1952, 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 28th day of June, 1951.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Hours of Work

1. (a) The hours of work shall not exceed forty per week or eight per day, to be worked between the hours of 8 a.m. and 5 p.m., Monday to Friday.

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

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: £8 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 12 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.

(d) Nothing in this clause shall apply to four female workers employed by the firm of Hollocast Products, so long as they are employed manufacturing watch-bands and are paid not less than the rates prescribed in the General Engineers' award for junior female workers until the age of twenty-one years is reached, and thereafter not less than £5 7s. 6d.

Increase in Rates of Remuneration

3. All rates of remuneration including time and piece wages and overtime and other special payments prescribed in this award but excluding payments relating to tools, bicycles, motor vehicles, clothing, or footwear shall be subject to the provisions of the general order, dated the 30th day of January, 1951, increasing rates of remuneration by 15 per cent.

Payment of Wages

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

Overtime

5. 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 three hours in any day and double time thereafter.

Holidays

6. (a) The following days shall be allowed as holidays without deduction from the weekly wage: Christmas Day, Boxing Day, New Year's Day, 2nd January, Good Friday, Easter Monday, the birthday of the reigning Sovereign, Anzac Day, Labour Day, Anniversary Day, or one other day in lieu thereof, to be agreed upon between the employer and the secretary of the union. Should any of the holidays herein set out fall on a Sunday, then for the purposes of the award such holidays shall be observed on the following Monday. Should such Monday be a holiday under this award, then such holiday shall be observed on the following Tuesday.

(b) Any work done on Saturday, Sunday, or on any of the holidays herein set out shall be paid for at double time rates in addition to the ordinary wages.

(c) Annual holidays shall be allowed in accordance with the Annual Holidays Act, 1944.

(d) Where a worker becomes entitled to the annual holiday and the holiday is not taken at the end of the year of service, then immediately at the end of such year the employer and the worker shall mutually agree as to when the holiday shall be allowed and taken.

Tools and Materials

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

Terms of Employment

8. (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

9. (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

10. 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

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.)

(d) Employers shall, on application from the secretary of the union, supply the names and addresses of all their employees. Such requests shall not be made more often than once in three months.

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 workers' 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

13. (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

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

Term of Award

15. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of May, 1951, and so far as all 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 31st day of October, 1952.

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 28th day of June, 1951.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

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

Wages have been made payable retrospectively, in accordance with the agreement of the parties.

A. TYNDALL, Judge.