

NORTHERN AND WELLINGTON JEWELLERS, WATCHMAKERS, ENGRAVERS, AND
DIE-SINKERS—AWARD

[Filed in the Office of the Clerk of Awards, Wellington]

In the Court of Arbitration of New Zealand, Northern and Wellington Industrial Districts—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the New Zealand Jewellers, Watchmakers and Related Trades Industrial Association of Workers (hereinafter called “the union”) and the under-mentioned persons, firms, and companies (hereinafter called “the employers”):

NORTHERN INDUSTRIAL DISTRICT

Avon Plate Works, Clyde Street, Whangarei.
Bolton, H., and Co. Ltd., 192 Queen Street, Auckland.
Clapham, J. S., Manufacturing Ltd., 179 Queen Street, Onehunga, Auckland.
Clements and Holmes Ltd., 3 Commerce Street, Auckland.
Delta Productions Ltd., 78 Wellesley Street, Auckland.
Douglas, A. E., 104 Albert Street, Auckland.
Farmers Trading Co. Ltd., Hobson Street, Auckland.
Garrett Davidson Matthey Ltd., 22 Drake Street, Auckland.
Garvie and Bishop, 53 Randolph Street, Auckland.
Long and Sons Ltd., 31 Selwyn Street, Onehunga, Auckland.
Mastercrafts Ltd., 599 New North Road, Auckland.
Metal Productions Ltd., 46 Taharoto Road, Takapuna, Auckland.
Morris and Watson, 134 Neilson Street, Te Papapa, Auckland.
Parkin and Payne Ltd., 10 Auburn Street, Auckland.
Pascoe, James Ltd., 202 Karangahape Road, Auckland.
Richardson and Son, 85 Albert Street, Auckland.
Robert Young Ltd., 20 Lorne Street, Auckland.
Spencer Metals Ltd., Fraser Road, Panmure, Auckland.
Stewart Dawson and Co. Ltd., 184 Queen Street, Auckland.
Stratton, F. N., 636 New North Road, Auckland.
Wakefield Enterprises Ltd., Rostrevor Street, Hamilton.

WELLINGTON INDUSTRIAL DISTRICT

Bassett and Whiteacre, 131 Manners Street, Wellington.
 Blaxall, N. Ltd., 6 Forresters Lane, Wellington.
 Block, J., Ltd., Nathan's Buildings, Grey Street, Wellington.
 Bock, W. R., and Sons Ltd., D.I.C. Building, Wellington.
 Bradbury Jeweller Ltd., Queen Street, Masterton.
 Clements and Holmes Ltd., Willis Street, Wellington.
 Dick, T. M., Victoria Street, Petone.
 Dobson, W. E., Karamu Road, Hastings.
 Drake, E. H., 149 Manners Street, Wellington.
 Frost and Guy Ltd., Manners Street, Wellington.
 Gerrand, J. B., and Sons Ltd., Palmerston North.
 Hammon and Oliver Ltd., Stewart Dawson's Building, Wellington.
 Jenkins, F. W., Emerson Street, Napier.
 Lauchlan's Ltd., 54 Willis Street, Wellington.
 Mayer and Keane Ltd., Willis Street, Wellington.
 Morris, Harold H., Ltd., Coopers Building, Mercer Street, Wellington.
 Raynish and Co., N.Z. Ltd., 90A Vivian Street, Wellington.
 Stubbs, N. D., and Sons Ltd., The Square, Palmerston North.
 Webster, F. F. B., Ltd., Southern Cross Buildings, Brandon Street, Wellington.

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 on the day of the date hereof and shall continue in force until the 16th day of June 1965 and thereafter as provided by section 152 of the Industrial Conciliation and Arbitration Act 1954.

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 16th day of December 1963.

[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, silversmithing, polishing, and badge making.

Hours of Work

2. (a) The ordinary hours of work shall not exceed 40 per week nor eight per day on any of the five days of the week, Monday to Friday, and shall be worked between the hours of 8 a.m. and 5 p.m.: Provided that, other than in the Northern Industrial District, in cases where a watchmaker or repairer is employed in connection with a retail shop, the ordinary hours may 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 each morning and afternoon during which tea shall be permitted.

(c) Not less than 45 minutes shall be allowed for a meal: Provided that at the request of the majority of workers in the establishment the meal interval may be reduced to not less than 30 minutes.

Wages

3. Except as provided in clause 4 hereof the minimum rates 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, machine engraving, mounting and setting, jewellery enamelling, jewellery chasing, making and repairing of artificial jewellery, or in the manufacture or repair of watches, clocks, etc., and others engaged in the industry but not specified: £14 14s. per week.

The term "journeyman" shall mean and include any worker (male or female) other than an apprentice employed under the Apprentices Act 1948, or an under-rate worker employed under clause 18 of this award.

Costume Jewellery, etc. Section

4. (a) Workers may be employed on the assembling and finishing of costume jewellery, including cutting and placing and machine setting of paste, glass, or plastic stones and beads of all kinds of materials in non precious metals, cutting and polishing of greenstone, paua, or other shell, soldering, rivetting, glueing, and threading materials at the following rates of wages:

	Per Week		
	£	s.	d.
Males—			
First year	12	10	0
Thereafter	12	17	6
Females—			
Under 17 years	3	12	6
17 to 18 years	4	2	6
18 to 19 years	4	12	6
19 to 20 years	5	2	6
20 to 21 years	5	12	6
Thereafter or on attaining the age of 21 years	8	15	0

(b) Workers employed at the coming into operation of this award shall not have their existing rates reduced while they continue in the same employment.

Casual Workers

5. Workers employed for less than one week shall be deemed to be casual workers and shall be paid 6d. per hour in addition to the wage rates prescribed in this award (calculated in a *pro rata* hourly basis). Casual workers shall receive a minimum of four hours' work per day.

Tool Allowance

6. A tool allowance of 1½d. per hour shall be paid to all workers employed as clock and watchmakers and repairers. All other workers shall be paid ¾d. per hour tool allowance: Provided that in the Northern Industrial District all tools

or materials shall be provided by the employer and tool money shall not be payable. These allowances shall not be payable to workers employed under clause 4 of this award unless they are required to supply their own tools.

Overtime

7. (a) All work done outside 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.

Meal Money

8. Employers shall allow meal money at the rate of 5s. 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

9. (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

10. (a) The provisions of the Annual Holidays Act 1944 and its amendments shall be deemed to be incorporated in this award and shall have effect according to their tenor. An employer shall give to each worker not less than two weeks' notice of the date of his annual holiday.

(b) Upon completion of 10 years' continuous employment with the same employer, a worker shall be granted in respect of each further year of employment with that employer an annual holiday of three weeks instead of two weeks allowed under subclause (a) of this clause.

Outside Work

11. 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: Provided that in the Northern Industrial District 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.

Payment of Wages

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

Terms of Employment

13. (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

14. The secretary of the union or other authorised representative 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.

Unqualified Preference

15. (a) Any adult person engaged or employed in any position or employment subject to this award by any employer bound by this award shall, if he is not already a member of a union of workers bound by this award, become a member of such union within 14 days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this award so long as he continues in any position or employment subject to this award.

(c) Every worker obliged under subclause (a) hereof to become a member of a union who fails to become a member, as required by that subclause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with subclause (b) hereof commits a breach of this award.

(d) Every employer bound by this award commits a breach of this award if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purposes of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this award.

(NOTE—Attention is drawn to section 174H of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.)

Notification

16. Upon application by the secretary of the union in the district, the employer shall supply by mail within 21 days, the names, private addresses, and occupations of all workers in his employ who are engaged on work coming within the scope of this award, but the employer shall not be obliged to supply such information more often than once in every three months.

General Conditions

17. (a) Suitable accommodation in which a worker may hang clothes not worn during working hours shall be provided.

(b) Any worker employed on polishing and/or sandblasting work shall be supplied with a suitable smock coat which shall be kept in order and laundered by the employer and shall remain the property of the employer. Suitable individual head coverings and masks shall also be provided by the employer for the use of such workers while so employed on such work.

Under-rate Workers

18. (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 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 14 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

19. 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.

Piecework and Premium Bonus

20. Work may be done by piecework or on the premium bonus system, but in either case at such rates as shall secure to a competent worker at least 15 per cent more than the rates provided in this award: Provided that if any workers employed

under any system of payment by results are dissatisfied with the rate fixed by the employer they may refer the dispute to a committee as provided in clause 19 of this award. On the introduction of any system of payment by results after the coming into operation of this award the employer shall give written notice to the secretary of the union within seven days.

Application of Award

21. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every 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 districts to which this award relates.

Scope of Award

22. This award shall operate throughout the Northern and Wellington Industrial Districts.

Term of Award

23. This award shall come into force on the day of the date hereof, and shall continue in force until the 16th day of June 1965.

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 16th day of December 1963.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The matters settled by the Court related to wages and classification (clause 3), male wages in the costume jewellery section (clause 4 (a)), tool allowance (clause 6), annual holidays (clause 10 (b)), supply of smock coats, etc. (clause 17 (b)), and term of award.

In this industrial dispute the respondent employers filed counter proposals for certain drastic changes in the award. The proposals are designed to facilitate the introduction of modern methods of manufacture into the industry involving the greater use of unskilled and semi-skilled labour on trade processes at present performed by journeymen. The proposals were strongly opposed by the applicant association of workers and by a group of employers who have been long established in the industry. During the hearing it became manifestly clear that the proposals in the form submitted were not suitable for incorporation in the award. Thereupon the respondent employers made suggestions to the Court based upon provisions which appear in Australian awards covering the industry. The workers' association and the opposing employers strongly objected to the Court taking any cognisance of the suggestions which had not been considered by the Conciliation Council.

In these circumstances the Court has decided to maintain the framework of the two previous awards which represents entirely the work of the parties.

Upon being satisfied by supporting documentary evidence that an unqualified preference provision has been agreed to by all the assessors in accordance with section 174B of the Industrial Conciliation and Arbitration Act 1954 (as enacted by the Industrial Conciliation and Arbitration Amendment Act 1961), the Court has inserted clause 15 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. TYNDALL, Judge.