

(26.) AUCKLAND SADDLERS.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of “The Industrial Conciliation and Arbitration Act, 1894,” and the Acts amending the same; and in the matter of an industrial dispute between the Auckland Saddlers, Harness-makers, Collar-makers, and Bridle-cutters’ Industrial Union of Workers (hereinafter called “the union”), and I. Hill, H. Grenlinton, W. Morgan, T. Skeates, F. Kelly, F. Wilson, J. Percy, P. Boone, W. Kennedy, W. Smith, C. H. Walker, R. H. Grudge, F. Knight, J. Robertson, Wallis and Caley, W. S. Jones, J. Knight, Wiseman and Sons, C. F. Cooper and Co., D. O’Sullivan, J. Love, T. Speer, and J. Hindman (hereinafter called “the employers”).

The Court of Arbitration of New Zealand (hereafter called “the Court”), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its duly appointed representatives, and such of the employers as desired to be heard, and such witnesses as were produced before it, doth hereby order and award as follows: 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 each and every of them. The said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of the award; and, further, 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 and observe 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 the sum of £100 shall be the maximum penalty payable by any party or person in respect of any such breach: Provided, however (as provided by the 3rd section of “The Industrial Conciliation and Arbitration Amendment Act, 1898”), that the aggregate amount of penalties payable under or in respect of this award, shall not exceed the sum of £500. And the Court doth further order that this award shall take effect from the 30th day of June, 1900, and shall continue in force until the 1st day of June, 1902.

In witness whereof the seal of the Court hath been hereto put and affixed, and the President of the Court hath hereto set his hand, this 2nd day of June, 1900.

(L.S.) J. C. MARTIN, J., President.

THE SCHEDULE REFERRED TO BY THE FOREGOING AWARD.

1. The hours of work shall be forty-eight in each week. On Saturdays the hours of work shall expire not later than 1 p.m. All work worked beyond the time mentioned in this clause, or on holidays, shall be considered overtime, and shall be paid for at the rate of time and a quarter for the first four hours, time and a half after 10 p.m., double time after midnight, on any day except the days mentioned in paragraph No. 15 hereof, on which days all work shall be paid for at the rate of time and a half.

2. Only three classes of workers shall be recognised or employed—viz., journeymen (which expression shall include journeymen and journeywomen), apprentices, and female stitchers.

3. Every journeyman working at any branch of the trade, except as hereinafter mentioned, shall be paid not less than 1s. per hour.

4. Any journeyman who considers himself not capable of earning the minimum wage may be paid such less wage as may from time to time be agreed upon in writing between any employer and the president or secretary of the union; and, in default of such agreement within twenty-four hours after such journeyman has applied in writing to the secretary of the union stating his desire that such wage shall be so agreed upon, as shall be fixed in writing by the Chairman of the Conciliation Board for the industrial district upon the application of such journeyman, after twenty-four hours' notice in writing to the secretary of the union, who shall (if desired by him) be heard by such Chairman on such application. Any journeyman whose wage has been so fixed may work and may be employed by any employer for such less wages for the period of six calendar months thereafter, and, after the expiration of the said period of six calendar months, until fourteen days' notice in writing shall have been given to him by the secretary of the union requiring his wage to be again fixed in manner prescribed by this clause.

5. *Apprentices.*—All boys working in any branch of the trade shall be legally indentured as apprentices for the term of five years, but every boy so employed may be allowed two calendar months' probation prior to being so indentured, such period, if such boy be indentured at the end of such period, to be counted as part of the said period of five years.

6. The proportion of apprentices and female stitchers to journeymen employed by any employer shall not exceed the following, viz.: In the saddlery branch, one apprentice and one female stitcher to every three journeymen or fraction of three journeymen; in the harness branch, two apprentices to every three journeymen; in the collar-making branch, two apprentices to every three journeymen; in the bridle-cutting branch, one apprentice to one journeyman. Except where otherwise directed, female stitchers may be employed by an employer, though not apprenticed, as such employer may desire, but the Court reserves to itself the power to make any such

award at any time before the expiration of this award as it may consider necessary with regard to the employment or terms of employment of female stitchers.

7. For the purpose of determining the proportion of apprentices to journeymen in taking any new apprentice, the calculation shall be based on a two-thirds full-time employment of the journeymen employed during the previous three calendar months.

8. Arrangements between employers and apprentices existing at the time of the hearing of this dispute in this Court shall not be prejudiced, but any employer then employing any apprentice otherwise than under indentures must procure such apprentice to be indentured within three calendar months after the coming into operation of this award.

9. If any employer shall from any unforeseen cause be unable to fulfil his obligation to an apprentice, it shall be lawful for such apprentice to complete his term with another employer, notwithstanding that such employer has already the full number of apprentices allowed by these conditions.

10. The wages to be paid to apprentices shall be as follows, namely: For the first year, 5s. per week; for the second year, 8s. 6d. per week; for the third year, 11s. per week; for the fourth year, 15s. per week; and for the fifth year, 20s. per week.

11. *Preference of Unionists.*—If and after the union shall so amend its rules as to permit any person now employed in the trade in this industrial district, and any person who may hereafter reside in this industrial district, and who is a competent journeyman, to become a member of such union upon payment of an entrance-fee not exceeding 5s., and of subsequent contributions, whether payable weekly or not, not exceeding 6d. per week, upon a written application of the person so desiring to join such union, without ballot or other election, and shall give notice in writing of such amendment, with a copy thereof, to the employers, and shall also publish a notice of such amendment, with a copy thereof, in the *Auckland Herald* and also in the *Auckland Star* newspapers, published at the City of Auckland: then, and in such case and thereafter, employers shall employ members of the union in preference to non-members, provided that there are members of the union equally qualified with non-members to perform the particular work required to be done, and ready and willing to undertake it.

12. Until compliance by the union with the conditions of the last clause employers may employ journeymen whether members of the union or not, but no employer shall discriminate against members of the union, and no employer shall, in the employment or dismissal of journeymen, or in the conduct of his business, do anything for the purpose of injuring the union, whether directly or indirectly.

13. When members of the union and non-members are employed together there shall be no distinction between members and non-members, and both shall work together in harmony, and shall receive equal pay for equal work.

14. So soon as the union shall perform the conditions entitling the members of the union to preference under the foregoing clauses, and at all times thereafter, the union shall keep in some convenient place within one mile from the Chief Post-office in the City of Auckland a book, to be called "the employment-book," wherein shall be entered the names and exact addresses of all members of the union for the time being out of employ, with a description of the branch of the trade in which each such journeyman claims to be proficient, and the names, addresses, and occupations of every employer by whom each such journeyman shall have been employed during the preceding one year. Immediately upon any such journeyman obtaining employment a note thereof shall be entered in such book. The executive of the union shall use their best endeavours to verify all the entries contained in such book, and the union shall be answerable as for a breach of this award in case any entry therein shall in any particular be wilfully false to the knowledge of the executive of the union, or in case the executive of the union shall not have used reasonable endeavours to verify the same. Such book shall be open to every employer without fee or charge at all hours between 8 a.m. and 5 p.m. on every working-day except Saturday, and on that day between the hours of 8 a.m. and noon. If the union fail to keep the employment-book in manner provided by this clause, then and in any such case, and so long as any such failure shall continue, any employer may, if he so thinks fit, employ any person or persons, whether a member of the union or not, to perform the work required to be performed, notwithstanding the foregoing provisions. Notice by advertisement in the Auckland *Herald* and in the Auckland *Star* newspapers, published at the City of Auckland, shall be given by the union of the place where such employment-book is kept, and of any change in such place.

15. The following days shall be recognised holidays in all branches, viz. : Good Friday, Easter Monday, the Queen's Birthday, Christmas Day, and New Year's Day.

16. The union shall, within three months from the date hereof, submit to each of the persons mentioned in the schedule hereto an industrial agreement embodying the terms of this award, and shall apply to each of such persons to sign such agreement; and, in the event of the refusal or neglect of any such persons to sign such agreement, the union shall, within such period of three months, take all necessary and proper steps to refer to the Board under the said Acts of this district questions (so far as such questions affect the person or persons refusing or neglecting to sign such agreement) similar to those which have been referred to the Court by the said Board or dealt with in this award.

The foregoing paragraphs numbered 1 to 16 (both inclusive) embody the terms, conditions, and provisions referred to in the foregoing award, and hereby declared to be incorporated in and form part thereof.

In witness whereof the seal of the Court of Arbitration of New Zealand hath been hereunto affixed, and the President of the Court hath hereunto set his hand, this 2nd day of June, 1900.

(L.S.)

J. C. MARTIN, J., President.

The Schedule hereinbefore referred to.

— Reach, Newmarket; — Edwards, Newmarket; E. B. Wright, Onehunga; A. Douglas, Otahuhu; H. Dell, Pukekohe; G. D. Hunter, Tuakau; E. Jones, Hamilton; R. Davies, Cambridge; R. B. Brown, Te Awamutu; E. Jones, Paeroa; M. Conway, Waihi; W. Culpitt, Thames; F. S. Western, Tauranga; E. A. Hutchings, Whangarei; H. Morgan, Kawakawa; W. McCredy, Mongonui; Primrose and Leslie, Gisborne; A. McCredy, Whakatane; J. J. Craig, Auckland; Andrews and Co., Auckland; James Gribble, Waiuku; T. C. Allely, Tauranga; — Hammond, Durham Street; F. Jeffries, Onehunga; T. Johnston, Otahuhu; R. F. Webster, Pukekohe; H. McKenzie, Ngaruawahia; M. A. Going, Hamilton; F. O'Toole, Cambridge; McIndoe and Hill, Te Aroha; C. H. Vincent, Paeroa; E. Jones, Waihi; J. Paul, Thames; McGrevy Brothers, Opotiki; H. S. Hill, Whangarei; C. H. Priestly, Ohaewai; W. Morgan, Gisborne; Edward Williams, Gisborne; R. and W. Hellaby, Auckland; Pullan and Armitage, Auckland; Auckland Tramway Company, Auckland; George Mitchell, Waiuku; A. Wilkinson, Whangarei.

J. MARTIN, J.