

**(4387.) NORTHERN DISTRICT SADDLERS AND HARNESS AND BAG MAKERS.—AWARD.**

In the Court of Arbitration of New Zealand, Northern Industrial District. — In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the Auckland Saddlers, Harness-makers, Collarmakers, Bagmakers, and Bridle-cutters' Society Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

- Allely, F. J., saddler, Tauranga.  
 Anderson, J. J., saddler, Kihikihi.  
 Attewell, E., saddler, Onewhero.  
 Bailey, L. L., saddler, Helensville.  
 Bickers, W. R., saddler, Rehia.  
 Bilkey, E., saddler, Ngaruawahia.  
 Birtles, E. T., saddler, Paparaoa.  
 Boardman, T. H., saddler, Warkworth.  
 Boon, P. S., saddler, Khyber Pass, Newmarket  
 Boot, F., saddler, Hobson Street, Auckland.  
 Bradshaw, W. S., saddler, Customs Street West, Auckland.  
 Brennan, W., saddler, Taheke.  
 Brown, R. B., saddler, Te Awamutu.  
 Brown, T. R., saddler, Raglan.  
 Bruce, A., saddler, 94 Albert Street, Auckland.  
 Burns, John, and Co. (Limited), ship-chandlers, Customs Street East, Auckland.  
 Burr, C. W., saddler, Waihou.  
 Burton, E. J., saddler, Opotiki.  
 Butler, J. E. (Limited), saddlers, Albert Street, Auckland.  
 Cairns and Woodward, covermakers, Wyndham Street, Auckland.  
 Carter, P., saddler, Symonds Street, Auckland.  
 Catchpole, F., saddler, Huntly.  
 Cole, E. S., saddler, Papakura.  
 Cole, W. J., saddler, Tuakau.  
 Coleman, F. W., saddler, Mercer.  
 Collins and Whitaker, bagmakers, Graham Street, Auckland.  
 Connelly, S., saddler, Kingsland.  
 Conway, M., saddler, Water Street, Whangarei.  
 Cooper, C. F., saddler, 8 Princes Street, Auckland.  
 Craig, J. J., carrier, Queen Street, Auckland.  
 Crudge, R. H., saddler, 74 Symonds Street, Auckland.  
 Culpitt, T., saddler, Glenfield.  
 Davis, C., saddler, Wheturau.  
 Dell, H., and Sons, saddlers, Pukekohe.  
 Dell, J., saddler, Maungaturoto.  
 Dempsey, J., saddler, Dargaville.

- Deverell, G. H., saddler, Te Aroha.  
 Donald, A. B., ship-chandler, Queen Street, Auckland.  
 Donnelly, F., saddler, Paeroa.  
 Dunbar and Ashton, saddlers, 126 Gladstone Road, Gisborne.  
 Durbin, O. J., saddler, 44 Wyndham Street, Auckland.  
 Eade, G. R., saddler, Hikurangi.  
 Earnshaw, J., saddler, Whatatutu, Gisborne.  
 East, J. J., saddler, Patutahi.  
 Eaton, A. W., saddler, Devonport.  
 Emmerson, J., saddler, Matawai.  
 Fell, W. H., saddler, Waitotemarama.  
 Fitzpatrick, J. J., saddler, Raurimu.  
 Flavell, J., saddler, Pukepoto.  
 Flynn, P., saddler, Te Puke.  
 Gain, W., saddler, Tauranga.  
 Ganderton, L., saddler, Ponsonby Road, Auckland.  
 Giles, H. E., saddler, Mangawai.  
 Gribble, J., saddler, Waiuku.  
 Griffiths, W., saddler, Taumarunui.  
 Grigg, W., saddler, Kaitaia.  
 Guerin, T., saddler, Kaikohe.  
 Gunson, J. H., saddler, Whangarei.  
 Hammond, F., saddler, 23 Jervois Road, Ponsonby.  
 Hatton, E., saddler, Waipiro Bay.  
 Heap, W., saddler, Auckland.  
 Hellaby, R. and W., butchers, Shortland Street, Auckland.  
 Henderson, C. F., saddler, Whatatutu, Gisborne.  
 Hill, G. F., saddler, Great North Road, Grey Lynn.  
 Horner, J. P., saddler, Warkworth.  
 Jagger and Harvey, ship-chandlers, Gore Street, Auckland.  
 James, A., saddler, Waiuku.  
 Jamicar, C., saddler, Tokomaru Bay.  
 Jeffries and Finer, saddlers, Durham Street, Auckland.  
 Jeune, J., covermaker, Gladstone Road, Gisborne.  
 Johnston, A., saddler, Taumarunui.  
 Jones, A. H., saddler, 170 Lowe Street, Gisborne.  
 Jones, E., saddler, Hamilton.  
 Joyce, R., saddler, Henderson.  
 Kennedy, A., saddler, 64 Federal Street, Auckland.  
 Knight, F., saddler, Manukau Road, Parnell.  
 Laing, J., saddler, Waipu.  
 Lawrence, J., saddler, Whakatane.  
 Lediard and Kingsford, saddlers, Market Square and Karangahape Road, Auckland.  
 Le Roy, E., ship-chandler, 42 Queen Street, Auckland.  
 Lincoln and Holder, saddlers, Tolaga Bay.  
 Lloyd, C., saddler, Te Kuiti.  
 Lovett, W., carter, 48 Pollen Street, Grey Lynn.  
 McCorkindale, T., saddler, Te Kuiti.

- McCready, T., saddler, Kawakawa.  
 McCready, W. J., saddler, Opotiki.  
 McDonald, P., collarmaker, Grosvenor Lane (off Hobson Street), Auckland.  
 McDonald, P., saddler, Cameron Street, Whangarei.  
 McDougall, J., saddler, Tokomaru Bay.  
 McGill, C., collarmaker, 5 Coburg Street, Auckland.  
 McGrevey Bros., saddlers, Opotiki.  
 McKay, J., saddler, Taumarunui.  
 McLaughlen, F., saddler, Ohaupo.  
 McLeod, D., saddler, Morrinsville.  
 McMurtie, W., saddler, Patumahoe.  
 McNaught, W., saddler, Te Kuiti.  
 Mackey, J., saddler, Albert Street, Auckland.  
 Macky, Logan, and Co., warehousemen, Elliot Street, Auckland.  
 Malone, P., saddler, Makaraka.  
 Marks, L., and Co., saddlers, Chancery Street, Auckland.  
 Marshall, P., saddler, Tirau.  
 Martin, F. C., saddler, Ohura.  
 Meyer, J. J., saddler, Cameron Street, Whangarei.  
 Mitchell, G., saddler, Brown Street, Thames.  
 Morgan, A. and G., saddlers, Tuparoa.  
 Morgan, H., saddler, Kawakawa.  
 Muscutt, H., saddler, Whakatane.  
 Nasmith and Co., saddlers, 34 Peel Street, Gisborne.  
 Neilson, R. F., saddler, Ohaeawai.  
 New Zealand Express Company, carriers, Fort Street, Auckland.  
 New Zealand Saddlery Company, saddlers, 104 Hobson Street, Auckland.  
 Nicholls, W., saddler, Otahuhu.  
 Northe, H. F., saddler, Te Karaka.  
 Olen, E. G., saddler, Taneatua.  
 O'Sullivan, D., saddler, 156 Nelson Street, Auckland.  
 Pakes, W. T., saddler, Rotorua.  
 Parmenter, C., saddler, Papakura.  
 Paul, J., saddler, Pollen Street, Thames.  
 Phillip, F. C., saddler, Kohukohu.  
 Poi, T., saddler, Port Awanui.  
 Porter, D., saddler, Tuparoa.  
 Potto, G. T., saddler, Helensville.  
 Priestly, C. H., saddler, Cambridge.  
 Primrose and Leslie, saddlers, 23 Peel Street, Gisborne.  
 Reid, A. T., saddler, Hamilton East.  
 Richardson, W., saddler, Taneatua.  
 Ridings, H. R., saddler, Kaeo.  
 Robertson, J., saddler, Karangahape Road, Auckland.  
 Ryan, M., saddler, Te Ararua.

- Scott, H., and Co., saddlers, New North Road, Mount Albert.  
 Sinton, A., saddler, Riverhead.  
 Smith, A., saddler, 81 Albert Street, Auckland.  
 Smith, C. E., saddler, Tolaga Bay.  
 Smith, H. N., saddler, Wellsford.  
 Tattersall, C., saddler, Rotorua.  
 Taylor, J., saddler, Hamilton.  
 Tilly, A., collarmaker, Federal Street, Auckland.  
 Tokomaru Farmers' Co-operative, Tokomaru Bay.  
 Tozer, F., saddler, Dominion Road, Auckland.  
 Tucker, W. H., saddler, Clevedon.  
 Turney, P. J., saddler, Cambridge.  
 Verner, F., saddler, Otorohanga.  
 Vile, F. H., saddler, Te Awamutu.  
 Vincent, F., saddler, Paeroa.  
 Walker Bros., saddlers, Queen Street, Auckland.  
 Wallis, R. M., saddler, 38 Albert Street, Auckland.  
 Walters, I., saddler, 5 Coburg Street, Auckland.  
 Webster, R. F., saddler, Pukekohe.  
 Western, F. S., saddler, Tauranga.  
 Wildish, G., saddler, 17 Peel Street, Gisborne.  
 Wilkinson, A., saddler, Waipu.  
 Wilkinson, A. J., saddler, Whangarei.  
 Williams, E., saddler, 55 Lowe Street, Gisborne.  
 Wilson, H. C., contractor, Mount Eden.  
 Winstone Limited, carriers, Customs Street East, Auckland.  
 Wiseman, J., and Sons (Limited), saddlers, Albert and Queen  
 Streets, Auckland.  
 Woods, A., bagmaker, Hobson Street, Auckland.  
 Woods, P., saddler, Kawakawa.  
 Wright, A. B., and Sons, carriers, Great North Road, Arch  
 Hill.  
 Wright, E. B., saddler, Queen Street, Onehunga.  
 Wright, G., saddler, Oparau Ferry.  
 Wycherley, C., and Sons, saddlers, Victoria Street, Hamilton.

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, 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 the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as from the 1st day of August, 1916, and shall continue in force until the 1st day of August, 1918, and thereafter as provided by subsection (1) (d) of section 90 of the Industrial Conciliation and Arbitration Act, 1908.

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 8th day of August, 1916.

T. W. STRINGER, Judge.

#### SCHEDULE.

##### *Hours of Work.*

1. The hours of work shall be forty-eight in each week. On Saturday in each week the hours of work shall expire not later than 1 p.m., except in districts where the statutory half-holiday is on any other day of the week, when the hours of work shall expire not later than 1 p.m. on that day. All time 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 three hours, time and a half for the next three hours, and double time after midnight on any day except the days mentioned in clause 10 hereof, on which days, including Sundays, all work shall be paid for at the rate of double time. Any time lost through the worker's own default shall be made up before overtime rates are paid. By mutual agreement between the individual employer and his workers the dinner-hour may be curtailed to not less than half an hour.

##### *Classes of Workers.*

2. (a.) Only four classes of workers shall be recognized—namely, journeymen, machinists, female stitchers, and apprentices.

(b.) Female stitchers in the bagmaking department may be employed to paste the strawboard for portmanteaux and gladstone bags, and to do other work in that department.

(c.) Female stitchers in the saddle branch shall not be employed in panelmaking.

*Wages.*

3. (a.) Every journeyman working at any branch of the trade shall be paid not less than 1s. 4d. per hour.

(b.) An apprentice after serving five years may be employed at the rate of not less than £2 5s. per week for the first six months after the expiration of his apprenticeship, and at the rate of not less than £2 10s. for the second six months.

(c.) Journeymen machinists shall be paid not less than 11d. per hour.

(d.) All wages shall be paid weekly.

*Piecework.*

4. Piecework shall not be allowed except in the collarmaking branch, and then only when a log shall have been agreed upon between the union and the employer or employers who desire to have this class of work done on piecework.

*Under-rate Workers.*

5. (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 Factories 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.

*Apprentices.*

6. (a.) Any employer taking an apprentice to learn the trade shall be deemed to undertake the duty which he agrees to perform as a duty enforceable under this award, and shall pay such apprentice not less than the undermentioned rate of wages, namely: For the first year, 10s. per week; for the second year, 15s. per week; for the third year, £1 per week; for the fourth year, £1 5s. per week; and for the fifth year, £1 12s. 6d. per week.

(b.) The period of apprenticeship shall be five years, but three months' probation shall be allowed the first employer of any apprentice to determine his fitness, such three months to be included in the period of apprenticeship; and the obligation of the apprentice to serve his employer shall be deemed to be a duty enforceable under this award.

(c.) At the end of the period of apprenticeship the employer shall give the apprentice a certificate to show that he has served his apprenticeship. Should the employer at any time before the termination of the apprenticeship wish for any reason to dispense with the services of the apprentice he shall give him a certificate for the time served and procure him another employer carrying on business within a reasonable distance of the original employer's place of business, who will continue to teach the apprentice, to pay him the wages prescribed by this award according to the total length of time he has served, and generally to perform the obligation of the original employer: Provided that it shall not be obligatory upon an employer to find the apprentice another employer if he shall so misconduct himself as to entitle the employer to discharge him, but he shall give him a certificate for the time actually served. No employer shall be entitled to take on more than one such transferred apprentice, provided that at the time of the transfer taking place such employer has then his full complement of apprentices allowed by this award.

(d.) An employer taking an apprentice shall give notice thereof and of the name of the apprentice to the Inspector of Factories within one week after the expiration of the period of probation, and an employer transferring an apprentice to another employer shall similarly within one week thereof give notice of such transfer to such Inspector.

(e.) An employer shall not be deemed to discharge his duty towards his apprentice if he fails to keep him at work owing to slackness of work, but such slackness may form a proper ground for transferring him to a master willing to undertake the responsibility of teaching him.

(f.) When an apprentice is discharged for cause the employer shall send notice of the discharge and of the cause thereof to the Inspector of Factories.

(g.) Existing legal arrangements with or relating to apprentices now serving any employer may continue, provided that any employer wishing them to continue shall forward the names of his

present apprentices to the Inspector of Factories within one month after the filing of this award; but any apprentice now serving under verbal agreement shall be deemed an apprentice under this clause.

(h.) No deduction shall be made from the wage of an apprentice except for time lost through the worker's illness or default or on account of the temporary closing of the factory for cleaning the same or for repairing the machinery, and the apprentice shall make up such lost time before the following year of his apprenticeship shall be deemed to commence, and the total period of apprenticeship shall be extended for a period equal to such lost time.

*Proportion of Apprentices.*

7. The proportion of apprentices and female stitchers to journeymen employed by any employer shall not exceed the following, viz. :—

*Saddle Branch.*—One apprentice and one female stitcher to one journeyman, or two apprentices and one female stitcher to two journeymen, or two apprentices and one female stitcher to three journeymen, or three apprentices and two female stitchers to four journeymen, or four apprentices and two female stitchers to five journeymen, or four apprentices and two female stitchers to six journeymen, or five apprentices and three female stitchers to seven journeymen, or six apprentices and three female stitchers to eight journeymen, or six apprentices and three female stitchers to nine journeymen. The same proportion to be recognized throughout.

*Machinery Branch.*—One male or female apprentice to every three or fraction of three journeymen or journeywomen recognized machinists.

*Harness Branch.*—One male or one female apprentice to one journeyman. Where only two journeymen are employed one male or female apprentice to be allowed to each journeyman, or two male or female apprentices to three journeymen, or three male or female apprentices to four journeymen, or four male or female apprentices to six journeymen. The same proportion to be recognized throughout.

*Collarmaking Branch.*—One male apprentice to one journeyman. Where only two journeymen are employed one male apprentice to be allowed to each journeyman, or two male apprentices to three journeymen, or three male apprentices to four journeymen, or four male apprentices to six journeymen. The same proportion to be recognized throughout.

*Bridle-cutting Branch.*—One apprentice and two female stitchers to one journeyman, or one apprentice and three female stitchers to two journeymen, or two apprentices and four female stitchers to three journeymen, or three apprentices and three female stitchers to three journeymen, or three apprentices and five female stitchers to four journeymen; after this one apprentice and one female stitcher or two female stitchers to each additional journeyman.



Bag and trunk makers are to have one male or female apprentice to each journeyman.

Where there is only one apprentice kept in any branch or shop, and he has served three years, an additional apprentice may be taken on so as to enable the former to have a better opportunity of learning his trade. During the currency of the first two years of apprenticeship in the saddle branch the apprentice shall be taught seaming and stitching.

#### *Female Stitchers.*

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

#### *Wages of Female Stitchers.*

9. The following shall be the minimum weekly wage for female stitchers: For the first year, 7s. 6d. per week; for the second year, 12s. 6d. per week; for the third year, 17s. 6d. per week; for the fourth year, £1 5s. per week; for the fifth year, £1 10s. per week; and thereafter £1 15s. per week.

#### *Holidays.*

10. The following days shall be recognized as holidays in all branches, viz.: New Year's Day, Good Friday, Easter Monday, birthday of reigning Sovereign, Christmas Day, Labour Day, and Anniversary Day, provided that in country towns another day may be observed in place of Anniversary Day.

#### *Exemptions.*

11. E. Le Roy, Macky, Logan, and Co., J. Burns and Co., and the New Zealand Express Company (Limited) are exempted under this award except in so far as wages, overtime, and apprentices are concerned.

#### *Factory Workshops.*

12. All work shall be performed in the factory workshop, and no worker shall do work of any description at the trade for the purpose of trade after leaving the employer's place of business, provided such worker be fully employed, except when permits to work at home are granted to workers who are physically unfit to attend at their employer's place of business.

#### *Preference.*

13. (a.) If any employer shall hereafter engage any worker coming within the scope of this award who shall not be a member of the union, and who shall not become a member thereof within

seven days after his engagement and remain such member, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union equally qualified to perform the particular work required to be done, and ready and willing to undertake the same.

(b.) The provisions of the foregoing clause shall operate only if and so long as the rules of the union shall permit any worker coming within the scope of this award of good character and sober habits to become a member of the union upon payment of an entrance fee not exceeding 5s., upon a written application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

(c.) Whenever an employer shall employ any worker who is not a member of the union he shall within forty-eight hours thereafter give notice in writing of such employment to the secretary of the union.

*Term of Award.*

14. This award shall come into force as from the 1st day of August, 1916, and shall continue in force until the 1st day of August, 1918.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 8th day of August, 1916.

\_\_\_\_\_  
T. W. STRINGER, Judge.

MEMORANDUM.

This award embodies without alteration the recommendation of the Council of Conciliation, which the parties agreed to accept.

T. W. STRINGER, Judge.