

(131.) CANTERBURY SHEARERS.—AWARD (IN TERMS OF AGREEMENT).

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of “The Industrial Conciliation and Arbitration Act, 1900,” and its amendment; and of an industrial dispute between the Canterbury Shearers’ Industrial Union of Workers (hereinafter called “the workers’ union”) and the Canterbury Sheep-owners’ Industrial Union of Employers (hereinafter called “the employers’ union”).

THIS dispute coming before the Court of Arbitration of New Zealand (hereinafter called “the Court”), the Court doth, at the request and by the consent of both parties appended to this award, award, order, and declare as follows: That the terms, conditions, and provisions hereinafter set forth shall be binding upon the said workers’ union and upon the said employers’ union respectively, and upon each and every member of each such union; and that the said workers’ union and the said employers’ union, and the members of each such union respectively, shall respectively do, observe, and perform every matter and thing by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention thereof, but shall in all respects abide by, observe, and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions shall constitute a breach of this award, and that the maximum penalty payable by any party or person in respect of any such breach shall be the sum of £100. The said terms, conditions, and provisions are as follow:—

1. That the shearer shall shear with all reasonable despatch all the sheep the employer or his agent shall require him to shear, as may be agreed upon before the commencement of shearing, in good time and workmanlike manner and to the satisfaction of the employer or his agent.
2. The hours of shearing shall be from 5 a.m. to 5 p.m. or from 5.30 a.m. to 5.30 p.m., with intervals for meals and smokos as shall be mutually agreed upon by the shed manager and the shearers’ representative. Shearing to stop at 4 p.m. on Saturdays, except in the case when forty-eight hours and twenty minutes’ work has been

done before noon, in which case work may be stopped then. When shearing wet ewes the shed manager may alter the smokos and extend the hours to the extent of one hour in order to complete a cut-out.

3. The price for shearing by machine to be 15s. 6d. per hundred, with rations; price for hand-shearing to be 16s. 8d. per hundred, with rations; the rate for stud sheep to be as per arrangement.

4. That the price for shearing rams (over twelve months old) be double.

5. That the employer pay on demand 75 per cent. of wages earned.

6. That exchange be added to all cheques and orders.

7. That all sheep shorn be paid for in full.

8. That no shearer be compelled to shear wet sheep or cancered sheep.

9. That the person in charge of the shed on behalf of the employer, or such other person as the employer may see fit to appoint, shall be the person to decide all questions arising under this agreement, and that his decision upon all such questions shall be final and conclusive, wet sheep excepted.

9A. That a representative be elected by the shearers, such representative and the person in charge of the shed to be the responsible persons to settle any dispute arising as to wet sheep. Before starting shearing the person in charge of the shed shall have the option to select a shearer, or the wool-classer, who shall act as referee in the event of their not agreeing: Provided the owner, in case he considers the sheep too wet, shall be at liberty to turn them out.

10. That no shearer shall enter a catching-pen after the bell rings.

11. That all sheep be taken carefully from the catching-pen, and that no crossbred sheep be legged out.

12. That all sheep shall be carefully handled in taking them from the catching-pens as already stipulated, and also while on the board; no shearer shall kick or ill-use the sheep.

13. That the employer finds free grazing for one horse for each shearer.

14. That the employer finds free of cost one grindstone to every eight or part of eight shearers.

15. That in sheds where machines are used the employer shall find the necessary machinery and oil, the shearer to pay for combs and cutters at cost price.

16. That sufficient food of good quality be supplied to the men by the employer.

17. That the dining-room be sufficiently lighted each evening till 9 o'clock p.m.

18. No obscene language to be allowed in the sheds.

19. Any person absenting himself from work without leave, or without proper reasonable grounds, or found bringing intoxicants

on to the station, may be treated by the employer as having committed a breach of this agreement.

20. That the employer shall be free to employ men, and shearers shall be free to accept employment, whether belonging to shearers' or other unions or not, without favour, molestation, or intimidation, on either side.

21. In case the shearer turns out a sheep badly cut or insufficiently tarred he shall at once sew and tar such wounds in his pen, or otherwise treat or dress such sheep as directed by the person in charge of the shed; but no shearer shall be required to tar his sheep in other cases.

22. The shearer shall not be allowed to kick or otherwise injure or ill-use any sheep, and in case he seriously injures any sheep, or cut the teat of any ewe or pizzle of any wether or ram, he shall immediately report same to the person in charge of the shed.

23. Where barrowing is allowed, the man who shears the sheep shall roll up the fleece and sweep the board, and no sheep so shorn shall be counted to any shearer.

24. Where more than 25 per cent. of the sheep require dagging they shall be dagged before coming into the shed, if possible. Where dagging is found necessary, and is done by the shearers, the percentage dagged shall be paid for at the rate of 2s. 6d. per hundred where that percentage exceeds 25 per cent. Any question regarding the dagging of sheep shall be decided, as other disputes which may arise, as provided in clause 9 of this agreement.

25. Where the sheep-owner engages a contract cook the provisions of clause 16 shall apply.

26. This agreement to remain in force until July, 1905.

The said above-named workers' union and the said above-named employers' union, having entered into an agreement containing the terms, conditions, and provisions above set forth and numbered 1 to 26 (both inclusive), do hereby acknowledge that the said terms, conditions, and provisions have been agreed to by each such union, and do hereby request the said Court to give effect thereto by an award of the Court.

Given under the common seal of the Canterbury Shearers' Industrial Union of Workers, this 18th day of November, 1902.

F. WADDELL, President.

H. WILSON, Secretary.

Given under the common seal of the Canterbury Sheep-owners' Industrial Union of Employers, this 26th day of November, 1902.

G. B. STARKEY, President.

F. H. LABATT, Secretary.

The Court of Arbitration of New Zealand doth hereby order that the terms, conditions, and provisions above set forth shall be the award of the Court herein, and doth order this award to be filed in the office of the Clerk of Awards, Christchurch.

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 December, 1902.

THEO. COOPER, J., President.

(132.) TIMARU CARPENTERS—RECOMMENDATIONS.

Board of Conciliation, Christchurch, 4th December, 1902.

The Timaru Carpenters' Industrial Union of Workers and the South Canterbury Builders' Association and others—viz., Harrison and Shields, J. H. Parks, Christchurch Meat Company, and John Jackson, of Timaru.

SIR,—

The Board's recommendation is as follows:—

1. That a week's work consist of forty-four hours at 1s. 4d. per hour.

2. That ordinary overtime be paid at the rate of time and a quarter, including Saturday afternoons; time and a half for all statutory holidays; double time for Sundays. Wages to be paid at least once a fortnight, on job, immediately on work ceasing. This clause to apply to apprentices also.

3. That only one underpaid man be employed to every three journeymen. Apprentices to be unlimited. Apprentices to be bound for five years. Wages 5s. per week for first year, increasing 5s. per week yearly.

4. That one hour be allowed to grind tools on being discharged from shop, or two hours on building if employed for a fortnight, and that every employer provide facilities for grinding tools. Tools to be in good order on commencing work.

5. That an additional allowance of 10 per cent. be paid where men have to sleep away from home, and sleeping-accommodation be provided by employer; overtime on country work to be paid at the rate herein specified in this clause.

6. Journeymen shall be at the place where their work is to be performed at the hour appointed for the commencement of work, but if such place is distant more than one and a half miles from the Post-office, Timaru, each journeyman employed thereon shall be paid at the ordinary rate of wages for the time occupied in proceeding thereto at the rate of four miles for every hour (with a proportionate allowance for more or less than an hour) however and by whatever means he may proceed thereto, but there shall be deducted from such allowance the time occupied in proceeding for the first one and a half miles from the residence of such journeyman, where a conveyance is provided; men to be at the Timaru Post-office at 7.30 a.m. This rule shall also apply to apprentices.

7. Employers shall employ members of one or other of the workers' unions in preference to non-unionists, provided they are equally competent to perform the work to be done, and are willing to undertake it.