

## OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT.

## (802). OTAGO SHEARERS.—AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of “The Industrial Conciliation and Arbitration Act, 1900,” and its amendments; and in the matter of an industrial dispute between the Otago Shearers’ Industrial Union of Workers (hereinafter called “the workers’ union”), and the undermentioned persons, firms, and companies (hereinafter called “the employers”):—

Bell, A. D.	..	..	Shag Valley Station, Waihemo.
Chapman, A. H.	..	..	Awakino Station, Kurow.
Cunningham, J. W.	..	..	Manager, Moa Flat Station, Heriot.
Ellis, T. C.	..	..	Five Rivers, Merrivale, and St. Nicholas Station, Invercargill.
Laidlaw, W.	..	..	Matakanui Station, Matakanui.
Reid, C. W.	..	..	Ballruddery Station, Windsor.
Turnbull, Robert	..	..	Linnburn Station, Patearoa.
Weir, H. C.	..	..	Ida Valley Station, Ophir.

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 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 from the 15th day of October, 1904, and shall continue in force until the 15th day of October, 1905.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the President of the Court hath hereunto set his hand, this 5th day of October, 1904.

FREDK. R. CHAPMAN, J., President.

THE SCHEDULE.

*Hours of Work.*

1. A week's work shall consist of fifty hours between the hours of 5.30 a.m. and 5.30 p.m. or 6 a.m. and 6 p.m., with intervals for meals and recreation according to the custom prevailing in the local district, which may be altered from time to time for the mutual convenience of the parties. If the fifty hours have been worked by 12 noon on Saturday, work shall then cease. When shearing wet ewes, the shed-manager may alter the intervals and extend the hours to the extent of one hour in order to complete a cut-out.

2. The price for shearing flock sheep shall be at the rate of 15s. per hundred with rations; for shearing rams other than ram hoggets the price shall be double price with rations; for shearing stud sheep the price shall be as per arrangement.

3. Once in each week, on a day to be named by the employer or his representative at the commencement of the shearing, the employer shall upon the request of any shearer pay to such shearer or his order any sum not exceeding 75 per cent. of the net amount then due to him. Such money may be paid by cheque or by order, and if such cheque be not upon a local bank, exchange shall be added; a cheque required by a shearer in order to be sent to the place on which it is drawn shall be deemed a cheque on a local bank.

4. All sheep shorn shall be paid for in full, subject to payments already made and to sums due to the employer, at the end of the shearing, provided that a shearer or his administrator shall be paid on the termination of his employment, if it shall have terminated through his death or illness, or death or illness in his family, or any similar or urgent cause.

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

6. No shearer shall be compelled to shear wet sheep. A representative shall be elected by the shearers, and such representative and the person in charge of the shed shall be the responsible persons to settle any dispute arising as to whether sheep are too wet to be shorn. Before starting the 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 such persons not agreeing: provided that the owner, in case he considers the sheep too wet, shall be at liberty to turn them out.

7. No shearer shall enter the catching-pen after the bell rings.

8. All sheep shall be taken carefully from the catching-pen, and no sheep shall be legged out unless with the permission of the person in charge of the shed. No shearer shall kick or ill-treat any sheep. In case a 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 the sheep as directed by the person in charge of the shed, but no shearer shall be required to tar his sheep in other cases. When a sheep is seriously cut or otherwise injured, the shearer shall immediately report the fact to the person in charge of the shed.

9. The employer shall find grazing for one horse for each shearer.

10. The employer shall find, free of cost, one grindstone to every eight or part of eight shearers.

11. In sheds where machines are used, the employer shall find the necessary machinery and oil, and the shearer shall pay for combs and cutters at cost price.

12. 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.

13. Sufficient food of good quality shall be supplied to the shearers by the employer. Where the employer employs a contract cook, he shall be responsible for the carrying-out of the foregoing provision by such cook.

14. The employer shall have the right at any time during the shearing to employ shearers to the full capacity of his shed if he thinks fit to do so.

15. Subject to the conditions of this award, the employer shall retain the right to conduct his business and manage his property in such manner as he thinks best, and may make such rules not inconsistent with this award as may be reasonable to that end.

16. No employer shall in the engagement or dismissal of men discriminate against members of the union, nor do anything for the purpose of injuring the union, whether directly or indirectly: Provided that nothing in this award shall interfere with the right of the employer to discharge any shearer at any time for such incompetence or misconduct as would justify such discharge under the general law.

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

18. This award shall come into force on the 15th day of October, 1904, and shall remain in force until the 15th day of October, 1905, and thereafter shall continue in force until the same is superseded by another award or an industrial agreement.

In witness whereof the seal of the Court hath hereto been put and affixed, and the President of the Court hath hereunto set his hand, this 5th day of October, 1904.

FREDK. R. CHAPMAN, J., President.