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(1144.) 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, 1905,” and its amendments, and in the matter of an industrial dispute between the Otago Shearers’ Industrial Union of Workers (hereinafter called “the union”) and the Otago and Southland Sheepowners’ Industrial Union of Employers (hereinafter called “the employers.”).

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute and the agreement arrived at by all the parties hereto, and in order to give effect to the application of the parties that the terms and conditions agreed upon be embodied in this award, 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 12th day of November, 1906, and shall continue in force until the 31st day of March, 1908.

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 7th day of November, 1906.

FREDK. R. CHAPMAN, J., President.

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#### THE SCHEDULE.

1. That the shearer shall shear with all reasonable despatch the sheep the employer or his agent requires him to shear, the approximate number of which shall be agreed upon between the employer or his agent and the shearers' representative before the commencement of shearing, in good time and workmanlike manner, and to the satisfaction of the employer or his agent.

#### *Hours of Labour.*

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., or from 6 a.m. to 6 p.m., with intervals for meals and smokes as shall be mutually agreed upon by the shed-manager and the shearers' representative. Shearing to stop at 4 p.m. on Satur-

days, 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 smokes and extend the hours to the extent of half an hour, in order to complete a cut-out.

3. The price for shearing by machine or hand to be 16s. 8d. per 100, with rations. In cases where shearers find themselves, the price to be at the rate of 3s. 4d. per 100 extra; the rate for stud sheep to be as per arrangement.

4. That the price for shearing hogget rams be rate and a half: other rams double ordinary rates.

5. 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 the local bank.

6. 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 illness in his family, or any similar or urgent cause.

7. That no shearer be compelled to shear cancered sheep.

8. That the employer shall have full control of his shearing operations, except in matters provided for in this agreement.

9. 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 disputes. In the event of a dispute arising as to wet sheep, the shed-manager may take a vote by ballot, the persons entitled to vote being the shearers, with the exception of the shearers' representative (who shall not vote except in case of a tie), the shed-manager, and wool-classer; the majority to rule. Provided the owner, in case he considers the sheep too wet shall be at liberty to turn them out.

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

11. 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.

12. That the employer find free grazing for one horse for each shearer.

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

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

15. That sufficient food of good quality be supplied to the men by the employer, such food to include 1 lb. of butter per week to each shearer.

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

17. 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 award.

18. 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.

19. 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.

20. Where the sheepowner engages a contract cook, provisions of clause 15 shall apply.

*Duration of Award.*

21. This award shall come into force on the 12th day of November, 1906, and shall remain in force until the 31st day of March, 1908, and thereafter shall continue in force until superseded by another award or an industrial agreement.

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 7th day of November, 1906.

FREDK. R. CHAPMAN, J., President.

REASONS FOR AWARD.

This award embodies verbatim the agreement of the parties.

Dated this 7th day of November, 1906.

FREDK. R. CHAPMAN, J., President.