

## OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT.

## (1810.) 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, 1908,” and its amendment; and in the matter of an industrial dispute between the Otago and Southland Sheepowners’ Industrial Union of Employers (hereinafter called “the employers”) and the Otago and Southland Shearers’ Industrial Union of Workers (hereinafter called “the union”).

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 the parties hereto, and in order to give effect to the application of all the parties that the terms and conditions thereof should 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 as from the 1st day of April, 1909, and shall continue in force until the 31st day of March, 1910.

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 19th day of April, 1909.

W. A. SIM, Judge.

## SCHEDULE.

*Employer to have Control.*

1. Subject to the provisions of this award, the employer shall have full control of his shearing operations.

*Duties of Shearer.*

2. Each shearer shall shear with all reasonable despatch the sheep the employer or his agent requires him to shear, and in good time and in a workmanlike manner, to the satisfaction of the employer or his agent. The number to be shorn shall be agreed upon approximately between the employer or his agent and the shearers before the commencement of the shearing.

3. No shearer shall be absent from work without leave except on proper and reasonable grounds, nor shall he bring any intoxicants on to the station.

*Hours of Work.*

4. The hours of shearing shall be from 5.30 a.m. to 5.30 p.m., or from 6 a.m. to 6 p.m., with intervals for meals and smoking as shall be mutually agreed upon between the shed-manager and the shearers' representative. Shearing shall stop at 4 p.m. on Saturdays, except in the case when forty-eight hours and twenty minutes' work shall have been done before noon, in which case work may be stopped then. When shearing wet ewes, the shed-manager may alter the intervals for smoking and extend the hours to the extent of half an hour in order to complete the cut-out.

*Rates of Pay.*

5. The rate for shearing by machine or hand shall be not less than 18s. per hundred with rations. In cases where shearers find themselves in rations this rate shall be increased by 3s. 4d. per hundred. The rate for stud sheep shall be settled by agreement between the employer and the shearer employed to do the work.

6. The rate for shearing hogget rams shall be rate and a half, and for other rams double ordinary rates.

*Payments to Shearers.*

7. Once in each week on a day to be named by the employer or his agent at the commencement of shearing the employer shall at 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 a place on which it is drawn shall be deemed a cheque on a local bank.

8. All sheep shorn shall be paid for in full at the end of the shearing, after deducting all payments already made and any sums due from the shearer to the employer.

9. If a shearer's employment shall have terminated before the finish of shearing owing to illness or accident, or through illness in his family, or other similar or urgent cause, he shall be paid in full for all sheep he shall have shorn, subject, however, to such deductions as are mentioned in the preceding clause. If the shearer's employment shall have terminated by his death before the finish of the shearing, then his legal personal representatives shall be entitled to claim and receive any moneys that may be due to him.

*Settlement of Disputes.*

10. A representative shall be elected by the shearers, and such representative and the person in charge of the shed shall, as far as possible, settle all disputes in connection with the shearing.

*General Provisions as to Shearing.*

11. No shearer shall be bound to shear any cancered sheep.

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

13. 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, but no shearer shall be compelled to carry sheep out of a pen. 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.

14. 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, the shed-manager, and the wool-classer; the majority to rule. In the event of a tie, the shed-manager shall have a casting as well as a deliberative vote.

15. The employer shall find free grazing, if required, for one horse for each shearer.

16. The employer shall find, free of cost, one grindstone at least for every eight shearers or fraction of eight shearers employed.

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

*Rations.*

18. Where rations are to be provided by the employer, sufficient food of good quality shall be supplied to the men, and shall include not less than 1 lb. of butter per week for each shearer.

19. Where the sheepowner engages a contract cook, the provisions of clause 18 shall apply.

*Dining-room to be lighted.*

20. The dining-room shall be sufficiently lighted each evening until 9 o'clock.

*No Discrimination.*

21. 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.

22. 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.

23. When a shearer applies for a shed, and his application is granted, he shall forward his union ticket (if a unionist) to the employer; and in the event of his applying for a later shed he must notify the second employer where his union ticket is held, and shall immediately on taking his place at the first shed collect his ticket and forward it to the second employer with whom he has engaged, and so on.

24. Any shearer engaging himself to more than one employer at a time, or who engages himself and does not answer the roll-call, unless good and sufficient reasons are given, shall be deemed to have committed a breach of award and shall be liable accordingly.

*Strikes.*

25. (a.) The union shall do all in its power to prevent any strike by any of the workers affected by this award, and if any strike shall occur in which any members of the union shall take part such strike shall be *prima facie* evidence that the union has committed a breach of its duty hereunder.

(b.) If any strike by any of the workers affected by this award shall occur, then the operations of all the provisions contained in the foregoing clauses of this award shall be suspended, and in lieu thereof the following provisions shall come into force and shall remain in force until the further order of this Court, that is to say,—

The hours of work, wages, and other conditions of work for all workers coming within the scope of this award shall be fixed by agreement between each employer and the individual workers employed by him.

(c.) The Court reserves leave to any party bound by this award to apply to this Court for an order under this clause declaring that a strike has taken place, or bringing into force again after a strike has taken place the provisions contained in the foregoing clauses of this award.

*Term of Award.*

26. This award shall come into force as from the 1st day of April, 1909, and shall continue in force until the 31st day of March, 1910.

In witness whereof the seal of the Court of Arbitration hath hereunto been put and affixed, and the Judge of the said Court hath hereto set his hand, this 19th day of April, 1909.

W. A. SIM, Judge.

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MEMORANDUM.

This award embodies, without alteration, the agreement of the parties.

W. A. SIM, Judge.

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