

(2451.) CANTERBURY SHEARERS.—AWARD *RE* SHED HANDS.

In the Court of Arbitration of New Zealand, Canterbury 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 Canterbury Sheepowners' Industrial Union of Employers (hereinafter called "the employers") and the Canterbury Shearers' Industrial Union of Workers and the New Zealand Shearers and Wool-shed Employees' Industrial Association of Workers (hereinafter called "the workers"):—

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 20th day of October, 1911, and shall continue in force until the 31st day of January, 1914.

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 22nd day of November, 1911.

W. A. SIM, Judge.

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SCHEDULE.

*Employer to have Control.*

1. Subject to the provisions of this award, each employer shall have full control of the work in his shed.

*Engagement of Labour.*

2. Any worker who has agreed to work for any employer, and who does not present himself for work at the time appointed for the commencement of the work, unless good and sufficient reasons are given, shall be deemed to have committed a breach of this award, and shall be liable accordingly.

*Duties of Worker.*

3. Every shed hand shall diligently perform his work, and conduct himself properly therein, and shall continue so working from day to day during the regular shearing hours, and such additional time after the cessation of shearing at the end of any week, or when shearing has been suspended for a period of more than twenty-four hours during any week, as may be necessary for clearing up the sheds and washing the shearing-board to the satisfaction of the employer or his agent, until the whole of the sheep and lambs that the employer requires to shear be shorn, and all shed-work connected with shearing is completed.

*Rates of Pay.*

4. The following shall be the minimum rates of pay for the workers hereinafter specified :—

- (a.) Pressers and wool-rollers, when engaged by the week, £1 10s. per week; and when not engaged by the week, 1s. per hour.
- (b.) All other shed hands, when engaged by the week, £1 7s. 6d. per week; and when not engaged by the week, 11d. per hour.
- (c.) A presser may work at a piecework rate to be agreed on with his employer, but so that he shall in any event be paid not less than the minimum hourly rate herein specified for the time actually worked by him.
- (d.) Cooks, £1 15s. per week; cook's assistants, £1 7s. 6d. per week.
- (e.) Each worker shall be provided with rations by his employer. In any case where it is agreed between the employer and the worker that the worker shall provide his own rations, he shall be paid 15s. per week in addition to the rate hereinbefore specified.
- (f.) Youths and Maori females under the age of eighteen years may be employed at not less than £1 per week, with board and lodging.

*Payments to Workers.*

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

6. If the employment shall have terminated before the finish of shearing, owing to illness or accident or through illness in workers' family, or other similar or urgent cause, he shall be paid in full.

*Rations.*

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

8. Where the sheepowner employs a contract cook, the provisions of clause 7 shall apply.

*General Provisions.*

9. The employer shall find free grazing, if required, for one horse for each shed hand.

10. No worker shall be absent from work without leave, except on proper and reasonable grounds, nor shall he bring any intoxicants on to the employer's premises.

11. Any shed hand may be required by his employer to fill in time while ordinary shearing operations are suspended, by doing work in or about the shed or pens, although such work may not be the particular work which such shed hand may have been engaged to do.

*Limitation of Award.*

12. Nothing in this award shall be deemed to apply to members of employers' families or permanent employees, or children of Maori parentage under sixteen years of age.

13. Nothing in this award shall interfere with the employer's right to let work by contract.

*Matters not provided for.*

14. If any question shall arise as to any matter not provided for by this award, such question shall be settled by agreement between the particular employer concerned and the local representative of the union appointed for that purpose, and in default of any such agreement the question shall be determined by the Stipendiary Magistrate of the district in which the same shall have arisen. Pending the settlement of any such question, work shall go on as usual, and the settlement or decision may be made to operate retrospectively.

*No Discrimination.*

15. 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 any employer to discharge any shed hand at any time for such incompetence or misconduct as would justify such discharge under general law.

16. 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.

*Strikes.*

17. (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 orders 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 an 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 after a strike has taken place the provisions contained in the foregoing clauses of this award.

*Term of Award.*

18. (a.) The provisions of this award shall continue in force until any change is made by legislation in any of the conditions fixed by this award. On such change being made, all the foregoing provisions of this award shall cease to operate, and thereafter during the term of this award the following provisions shall be in force: Subject to any legislative provision on the subject, the hours of work, wages, and other conditions of work of all workers coming within the scope of this award shall be fixed by agreement between each employer and the individual workers employed by him.

(b.) This award shall come into force as from the 20th October, 1911, and shall continue in force until the 31st January, 1914.

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 22nd day of November, 1911.

W. A. SIM, Judge.

MEMORANDUM.

In this dispute the award is the same as that made in the Wellington District (Book of Awards, Vol. xii, p. 136), which the parties agreed to accept.

W. A. SIM, Judge.