

## NORTHERN (AUCKLAND) INDUSTRIAL DISTRICT.

## (3928.) POVERTY BAY DISTRICT SHEARERS.—AGREEMENT.

In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial agreement between the Poverty Bay and East Coast Sheep-owners' Industrial Union of Employers and the Gisborne and East Coast Shearers and Wool-shed Employees' Industrial Union of Workers and the New Zealand Shearers and Wool-shed Employees' Industrial Association of Workers.

This industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, and its amendments, this 21st day of July, 1914, between the Poverty Bay and East Coast Sheepowners' Industrial Union of Employers (hereinafter called "the employers") of the one part, and the Gisborne and East Coast Shearers and Wool-shed Employees' Industrial Union of Workers and the New Zealand Shearers and Wool-shed Employees' Industrial Association of Workers (hereinafter called "the union") of the other part, whereby it is mutually agreed by and between the union and the employers as follows:—

## SCHEDULE.

The agreement herein attached has been arranged by the representatives of the parties, whose signatures have been appended, who recommend that the terms, conditions, stipulations, and provisions agreed upon shall be forwarded to the Court of Arbitration for the purpose of having them included in the terms of an industrial award.

*Employers to have Control.*

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

*Duties of Shearers.*

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 a.m. to 5 p.m. or from 5.30 a.m. to 5.30 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. (a.) The rate for shearing sheep and lambs by hand or machine shall be not less than £1 per hundred with rations.

(b.) In cases where shearers find themselves in rations these rates shall be increased by 3s. per hundred.

(c.) The rate for stud sheep shall be settled by agreement between the employer and the shearer employed to do the work.

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

#### *Payments to Shearers.*

6. 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 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.

7. 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.

8. If the shearer's employment shall have terminated before the finish of the 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 representative and the person in charge of the shed shall as far as possible settle all disputes in connection with the shearing.

#### *Settlement of Disputes.*

9. 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.*

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

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

12. 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 insuffi-

ciently 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.

13. No shearer shall be compelled to shear sheep he has reasonable grounds to consider wet on reporting same to the manager of the shed immediately, nor shall the employer be compelled to pen sheep that he considers wet.

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

15. The employer shall find free of cost one grindstone for every six shearers or fraction of six shearers employed.

16. 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.*

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

18. Where the sheepowner employs a contract cook the provisions of clause 17 shall apply.

#### *Dining-room to be lighted.*

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

#### *No Discrimination.*

20. 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 agreement 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.

21. 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.*

22. (a.) The union shall do all in its power to prevent any strike by any of the workers affected by this agreement, 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 agreement shall occur then the operation of all the provisions contained in the foregoing clauses of this agreement shall be suspended, and in lieu thereof the following provision shall come into force and shall remain in force until the further order of the Court—that is to say: The hours of work, wages, and other conditions of work for all workers coming within the scope of this agreement 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 agreement 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 agreement.

*Union not to defeat Provisions of Agreement.*

23. Neither the union nor any member thereof shall do anything either directly or indirectly for the purpose of preventing any person from working under the conditions fixed by this agreement, or for the purpose of inducing any person to abstain from working under the said conditions; and for the purpose of constituting a breach of this provision it shall not be necessary for the offender to have any particular person or persons in view at the time of the alleged offence.

*Term of Agreement.*

24. This agreement shall come into force on the signing hereof, and shall continue in force until the 31st day of March, 1917.

Signed on behalf of the Poverty Bay and East Coast Sheep-owners' Industrial Union of Employers.

[SEAL.]

CLAUD H. WILLIAMS, President.  
F. H. LAWTON, Secretary.

Signed on behalf of the Gisborne and East Coast Shearers and Woolshed Employees' Industrial Union of Workers.

[SEAL.]

RAIHANIA RIMITIRIU, President.  
J. K. MORGAN, Secretary.

Signed on behalf of the New Zealand Shearers and Woolshed Employees' Industrial Association of Workers.

[SEAL.]

J. COOPER, President.  
M. LARACY, Secretary.

Filed 24th July, 1914, as No. 78.

O. E. BOWLING,  
Clerk of Awards, Auckland.