

(10191.) OTAGO AND SOUTHLAND SHEARERS AND SHED HANDS.—
AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925 ; 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 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 a penalty as by law provided shall be payable by any party or person in respect thereof.

And the Court doth further order that this award shall take effect from the 26th day of October, 1931, and shall continue in force until the 30th day of June, 1932, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 16th day of October, 1931.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Duties of Shearers.

1. Each shearer shall shear with all reasonable despatch the sheep that 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.

Hours of Work.

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., 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 the 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—Shearers.

3. (a) The rate for shearing by hand shall be not less than £1 1s. per 100, with rations.

(b) The rate for shearing by machines shall be not less than £1 1s. per 100, with rations.

(c) The rate for shearing lambs shall be not less than £1 1s. per 100, with rations.

(d) In cases where the shearers find themselves in rations, these rates shall be increased by 5s. per 100.

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

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

Payment of Shearers.

4. (a) 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.

(b) 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.

(c) 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 a person in charge of the shed shall, as far as possible, settle all disputes in connection with the shearing.

Settlement of Disputes.

5. The shearers shall elect a shed representative (who shall be a shearer) and a committee of two, comprising one other shearer and one shed hand, the last mentioned to be elected by the shed hands; these persons and the person in charge shall, as far as possible, settle all disputes in connection with the shearing.

General Provisions.

6. (a) No shearer shall be bound to shear any cancered sheep or any suffering from offensive wounds or sores.

(b) No shearer shall bring a sheep on to the board after the bell rings.

(c) 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.

(d) No shearer shall be dismissed for refusing to shear sheep he has reasonable grounds to consider wet on reporting same to the manager of the shed immediately, nor shall an employer be compelled to pen sheep that he considers wet.

Grindstone.

7. The employer shall find free of cost one flat-faced grindstone for every five shearers or fraction of five shearers employed.

Combs and Cutters.

8. 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.

Engagement of Workers.

9. 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 Shed Hands.

10. (a) 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 are shorn and all shed work connected with shearing is completed.

(b) 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.

Rates of Pay—Shed Hands.

11. (a) Pressers: By the week, £2 15s.; by the hour, 1s. 7d.

(b) All other shed hands: By the week, £2 10s.; by the hour, 1s. 5d.

(c) Youths over sixteen years of age and under eighteen years of age: By the week, £1 10s.; by the hour, 1s. 0½d.

(d) Cooks: For twelve men or under, £3 5s. per week. (Where over twelve men are employed the wages shall be by agreement between the employer and the worker, but not in any case less than the said minimum of £3 5s. per week.)

(e) Cook's assistants, £2 15s. per week.

(f) 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 rates herein specified for the time actually worked by him.

(g) 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 £1 per week in addition to the rates hereinbefore prescribed.

Payment of Workers.

12. (a) 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, or on such worker's order, pay any sum not exceeding 75 per cent. of the amount then due to him. Such money may be paid by cheque or other 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.

(b) If the employment shall have terminated before the finish of shearing owing to illness or accident, or through illness in a worker's family, or other similar or urgent cause, he shall be paid in full.

Limitation of Award.

13. Nothing in this award shall apply to any members of an employer's family, or to children under sixteen years of age, or to permanent hands who have been employed for more than three months prior to the date of shearing.

Matters not provided for.

14. If any question shall arise as to any matters 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 shall be made to operate retrospectively.

GENERAL PROVISIONS RELATING TO SHEARERS AND SHED HANDS.

Employers to have Control.

15. Subject to the provisions of this award, each employer shall have full control of the shearing operations and work in his shed.

Absent without Leave.

16. No shearer or other worker coming within the scope of this award shall be absent from work without leave except on proper and reasonable grounds, nor shall he bring any intoxicants on the station.

Free Grazing.

17. Each employer shall find free grazing for one horse for every shearer and shed hand.

Rations.

18. (a) 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 $1\frac{1}{2}$ lb. of butter per week for each worker.

(b) Where the employer employs a contract cook the provisions of subclause (a) hereof shall apply.

Dining-room to be lighted.

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

Contract Work.

20. Nothing in this award shall interfere with the employer's right to let work by contract: Provided that each contract shall contain a condition empowering the sheepowner to retain 25 per cent. of the contract moneys until the wages due to the workers are paid, and it shall be the duty of the sheepowner to satisfy himself that the wages have been paid or provided for to the satisfaction of the workers' representatives before paying over such 25 per cent. to the contractor.

No Discrimination.

21. No employer in the engagement or dismissal of men shall 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 shearer or other workers at any time for such incompetence or misconduct as would justify such discharge under general law.

Employment of Unionists and Non-unionists.

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

Union not to defeat Provisions of Award.

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 award, 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.

Medical Outfit.

24. All employers shall provide a first-aid outfit in the shearing-shed for use in case of accident or sickness.

Timepieces.

25. A timepiece in good going order shall be hung up in a conspicuous place in every shearing-shed.

Scope of Award.

26. This award shall operate throughout the Otago and Southland Industrial District.

Term of Award.

27. This award shall come into force on the 26th day of October, 1931, and shall continue in force until the 30th day of June, 1932.

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 16th day of October, 1931.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

The only matter before the Court was wages. The members of the Court were in agreement as to the rates for shed hands, cooks, pressers, and youths, but were unable to agree on the shearers' rates. These latter represent the decision of a majority of the Court. Mr. Monteith is of the opinion that the rate should be £1 2s. instead of £1 1s. All the members of the Court recognize that the present position of the woolgrowers requires a reduction in the rates hitherto ruling, and it is because of this circumstance that the present reductions have been made. This decision having been reached in view of conditions of a special nature is, of course, not to be regarded as establishing a precedent.

F. V. FRAZER, Judge.