

NEW ZEALAND SHEARERS AND SHED HANDS.—AWARD

[Filed in the Office of the Clerk of Awards, Wellington.]

In the Court of Arbitration of New Zealand, Northern, Taranaki, Wellington, Marlborough, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the New Zealand Workers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned unions (hereinafter called "the employers") :—

New Zealand Sheepowners' Industrial Union of Employers, 90 Hereford Street, Christchurch.

New Zealand Agricultural and Related Farmers' Industrial Union of Employers, 35–37 Johnston Street, Wellington.

New Zealand Dairy Farmers' Industrial Union of Employers, corner of Featherston and Ballance Streets, Wellington.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the terms of settlement arrived at in the above-mentioned dispute and forwarded directly to the Court pursuant to the provisions of section 3 of the Industrial Conciliation and Arbitration Amendment Act (No. 2), 1939, 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 as hereinafter provided, and shall continue in force until the 31st day of July, 1948, 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 15th day of October, 1945.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Basis of Wage Settlement

1. (a) For the current season and for two seasons thereafter the rates of pay for shearers and shed hands shall be adjusted in accordance with the movement of greasy wool prices as determined by the Government Statistician's index numbers for export price of wool (calculated for June years), taking as a base a price index number 1000 equals 29s. per hundred for shearers and the corresponding rates prescribed on the scale for shed hands, cooks, and crutchers, &c. A movement of 50 units in the index number up or down shall equal 6d. per 100 for shearers and $\frac{1}{2}$ d. per hour or 1s. 6d. per week for shed hands: Provided that the rate per 100 shall not fall below 22s. and the rate for shed hands shall not be reduced below the minimum rate as shown on the scale. All movements of the index numbers shall be calculated to the nearest 50 units above or below the base.

(b) The determination of the index numbers for each year shall be the work of a committee consisting of the Government Statistician and one representative each of the employers' and the workers' unions. This committee, not later than the 1st day of August in each year, shall announce the index number and the rates of pay for the forthcoming season.

Duties of Shearers

2. 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

3. (a) The hours of shearing shall be limited to forty-four hours per week; all shearing to cease at noon on Saturday of each week. The working-hours on each day shall be mutually arranged, but so that not more than nine hours are worked on any one day. When shearing wet ewes, the shed manager may alter the intervals for smoking and extend the hours to the extent of fifteen minutes in order to complete the cut out.

(b) The hours of work shall be between the hours of 5 a.m. and 5 p.m., or 5.30 a.m. and 5.30 p.m. When forty-four hours have not been worked in any one week, shearing may continue until 4 p.m. on Saturday.

(c) During the 1945-46 season the hours as set out in clause 3 (a) and (b) are extended to provide that 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 shearers' representative. Shearing shall stop at 4 p.m. on Saturdays, except 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. After the completion of the 1945-46 season the parties may agree to continue this provision while exigencies require such an extension.

(d) During the operation of subclause (c) weekly shed hands shall be paid the hourly rate as prescribed in clause 12 for each hour or part thereof worked after 12 noon on any Saturday.

Rates of Pay—Shearers, 1945-46 Season

4. (a) The rate for shearing by machines shall be not less than £1 15s. per 100, with rations.

(b) The rate for shearing lambs shall be not less than £1 15s. per 100, with rations.

(c) The rate for shearing by hand shall be not less than £1 17s. 6d. per 100, with rations.

(d) In cases where the shearers find themselves in rations an allowance of 5s. per day shall be paid, this allowance to be paid on every day (Sundays and wet days included) from the commencement of the shed until the cut out: Provided that during any period of interruption to the continuity of the employment this allowance shall not be paid to any employee who takes alternate work for another employer.

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

(f) The rate for shearing double fleeced sheep shall be rate and one half.

Payment of Shearers

5. (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 subclause. 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

6. 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

7. (a) No shearer shall be bound to shear any cancered sheep or sheep suffering from offensive wounds or sores. When shearers agree to shear maggoty sheep they shall be counted as two for one in all cases where such sheep require dressing.

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

(c) All catching-pens shall be kept reasonably clean.

(d) No more than two shearers shall be asked to catch out of one pen. It is recommended that when new sheds are being erected or major alterations are being carried out provision shall be made for one shearer to catch out of one pen.

(e) 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.

(f) If, in the opinion of a majority of the shearers or crutchers, by vote on a secret ballot, it is determined that the sheep are too wet to crutch or shear and provided that the vote be not taken till after the shearers or crutchers have (if the overseer so requests) shorn or crutched each two sheep, and that the ballot-papers be counted in the presence of the overseer (if he so requests), the shearers shall not be compelled to continue shearing, nor shall the employer pen sheep for shearing which, in his opinion, are too wet.

(g) For every four shearers employed one learner shall be engaged, if available, and be paid during his first shearing season 2s. 10d. per hour until he is able to earn more than that amount.

(h) Nothing in this award shall interfere with the right of any employer to discharge any shearer or other worker at any time for such incompetence or misconduct as would justify such discharge under general law.

(i) If shearing is held up through the negligence of the employer in failing to keep his machinery in proper working-order, workers shall be compensated for time so lost, in the case of shearers at the rate of each shearer's average hourly earnings in the shed concerned, and in the case of other workers at the hourly rates prescribed in clause 12 herein.

(j) After the coming into force of this award enamel-ware in good condition or delf-ware shall be used for eating and drinking purposes.

(k) Where both sexes are employed separate lavatories shall be provided, within a reasonable distance of shearing-shed.

(l) Wire mattresses shall be supplied when procurable for all shearers and shed hands.

Grindstone

8. The employer shall find free of cost one flat-faced grindstone for every four shearers or fraction of four shearers employed, such grindstone to be kept under cover.

Provision of Tools

9. In sheds where machines are used the employer shall find the necessary efficient machinery and hand-pieces, also oil, and the shearer shall pay for combs and cutters at cost price.

Engagement of Workers

10. (a) 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.

(b) Any employer who does not commence his shearing on the appointed date agreed to, unless good and sufficient reasons are given, and who keeps the workers waiting, shall compensate them at the rate of £1 15s. per day, in the case of shearers, and in the case of all other workers, their average daily earnings.

(c) Where five or more shearers are employed an efficient expert, other than one of the shearers, shall do the experting. Where less than five shearers are employed and one of the shearers is engaged as expert, such expert, if required, shall cease shearing to repair a machine, and he shall only expert and grind during working-hours.

(d) An adequate number of fleece pickers shall be employed on the shearing floor, and in cases of complaints it shall be the duty of the shearers' representative to notify the employer of any alleged shortage.

(e) Employers shall have the right, when making engagements, to demand from each workman engaged his union ticket as a guarantee of good faith that he shall present himself on the day appointed to commence work.

(f) When workers are engaged for shearing-shed work it shall be clearly stated at the time of the engagement whether payment is to be made on a weekly or hourly basis.

(g) Should an employer fail to make definite arrangements before the commencement of the work, then the shed hands shall have the right to stipulate at the cut out the basis on which they prefer payment (weekly or hourly), as the case may be.

Duties of Shed Hands

11. (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 cleaning 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

12. The following shall be the minimum rates of pay:—

(a) Pressers: By the week, £5 4s.; by the hour, 2s. 10d.

(b) All other shed hands: By the week, £4 14s.; by the hour, 2s. 8d.

(c) Cooks: For twelve men or under, at the rate of £5 14s. per week, or 21s. 6d. per day. (Where over twelve men are employed the wages shall be increased by 2s. 6d. per week for each additional man required to be cooked for, and where the number exceeds eighteen men an assistant shall be employed; and where over twenty-eight men are employed, the rate shall be by mutual agreement.)

(d) Cooks' assistants: At the rate of £4 19s. per week, or 17s. 8d. per day.

(e) 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.

(f) 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 at the rate of 5s. per day in addition to the rates herein prescribed. This allowance shall be paid on every day (Sundays and wet days included) from the commencement of the shed until the cut out, provided that during any period of interruption to the continuity of the employment this allowance shall not be paid to any employee who takes alternate work for another employer.

Increase in Rates of Remuneration

13. This award shall not be subject to the increases in rates of remuneration awarded by the two general orders made under the Rates of Wages Emergency Regulations and dated the 9th August, 1940, and the 31st March, 1942, respectively; and this award shall not be subject to any further general orders made under the said regulations during the currency of this award.

Payment of Workers

14. (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 the 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.

(c) All workers shall be paid in full within a reasonable time after finishing shearing.

(d) In cases where the period of employment with any employer is less than one week, the hourly rate as specified in clause 12 shall apply.

Limitation of Award

15. Nothing in this award shall apply to members of the employer's family or to permanent hands temporarily employed assisting workers covered by this award in the wool-shed. This exception shall not apply to contractors or to members of the contractor's family.

Matters not provided for

16. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned, or a representative acting on his behalf, and an authorized representative of the worker's union, and in default of any agreement being arrived at, the matter shall be referred to the Conciliation Commissioner, who may decide the same or refer the matter to the Court. Either party, if

dissatisfied with the decision of the Commissioner, may appeal to the Court upon giving written notice of such appeal to the other party within fourteen days after such decision shall have been communicated to the party desiring to appeal.

GENERAL PROVISIONS RELATING TO SHEARERS AND SHED HANDS

Employers to have Control

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

Absence without Leave

18. 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.

Rations

19. Where the employer is required to supply food under this award, such food shall be supplied to the workers in sufficient quantity, sound, well cooked, and properly served by the cook or his assistant; and where reasonably procurable, the goods as mentioned in the following schedule shall be supplied:—

Bread or flour; butter, 1½ lb. per person per week; meat, vegetables, onions, potatoes, peas (split and blue); beans, and fresh and green vegetables when procurable; oatmeal, rice, cornflour, tapioca and sago, macaroni or vermicelli, barley and jam; fruits, currants and raisins, dried apricots or dried prunes; sugar, syrup or treacle, tea, coffee or cocoa, milk (fresh or condensed); curry, salt (fine), mustard, spices, pepper and herbs, essences, pickles, vinegar, sauce, soap (for cleansing cooking-utensils), washing-soda, cream of tartar, cheese, suet; and an equal quantity of fish up to an amount not exceeding 1 lb. in any one week may be substituted for meat.

Where the employer employs a contract cook, the provisions of this clause shall apply.

Dining-room to be lighted

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

Contract Work

21. Nothing in this award shall interfere with the sheepowner's right to let work by contract: Provided that each contract shall contain a condition that the sheepowner shall apply the moneys payable in respect of such contract, first, in the payment of wages to the workers, in accordance with the provisions of clauses 5 and 14 of this award, and, secondly, in payment to the contractor of any balance: Provided, further, that all such wages shall be deemed to be moneys due and owing by the sheepowner to the workers.

No such contract shall be cancelled or repudiated by the sheepowner on the grounds of non-performance or failure to complete on the part of the workers where such non-performance or failure to complete arises from wet weather, accident or other unavoidable cause.

Payment of Subscription on Workers' Order

22. The employer shall, on receipt of a stamped order duly signed by each respective worker, deduct from such worker's wages the union's annual subscription and forward the amount to the Branch Secretary, New Zealand Workers' Union, as indicated on the order form, within seven days from the date the employer or his agent receives the worker's written order.

Transaction of Union Business

23. Reasonable facilities shall be given at all shearing-sheds by the employer or his agent to the union organizer or other official of the union to enable him to transact all business of the union.

Sundays and Christmas Day

24. Shearing or crutching on Sunday, Christmas Day, Anzac Day, and Good Friday shall be deemed to be illegal and shall be strictly prohibited; and no worker shall be compelled to work on Labour Day, Boxing Day, and New Year's Day.

Medical Outfit

25. All employers shall provide and maintain a first-aid outfit in a locker convenient to the shearing-shed for use in case of accident or sickness, and such first-aid outfit shall be in charge of a responsible person occupied in or about the shed.

Timepiece

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

Workers' Mail to be delivered

27. The employers shall deliver to the workers all mail in reasonable time immediately after its arrival at the station.

Crutching Rates

28. The minimum rate for crutching shall be 8s. 6d. per 100 and found. Casual workers employed at crutching-time shall be paid the rates specified in subclauses (a), (b), (c), (d), (e), and (f) of clause 12 hereof. This clause shall not apply to members of the employer's family or to permanent workers.

Rate of Pay—1946-47 and 1947-48

29. For the seasons 1946-47 and 1947-48 the rates for shearers and shed hands shall be adjusted in accordance with the movement of wool-prices as determined by the Government Statistician's index numbers for export prices of wool (calculated for June years), taking as a basis a wool-price index number of 1000 equals 29s. per 100 sheep shorn, and 300 index number equals 22s. per 100 sheep for shearers, and the rates prescribed for shed hands and other workers as set down on the sliding scale agreed on, a movement of one small square up or down on the scale shall equal 6d. per 100 for shearers and $\frac{1}{2}$ d. per hour or 1s. 6d. per week, for shed hands: Provided that the rate per 100 for shearing shall not fall below 22s. and the rate for shed hands and other workers shall not be reduced below those set out as the minimum on the chart—viz., shed hands, £2 13s. 6d. per week and 1s. 6 $\frac{1}{2}$ d. per hour; cooks, £3 13s. 6d. per week, and 14s. 9d. per day; cooks' mates, £2 18s. 6d. per week and 13s. 2d. per day; and pressers, £3 3s. 6d. per week and 1s. 8 $\frac{1}{2}$ d. per hour. All movements of the index numbers shall be calculated to the nearest 50 units above or below the bases.

Workers to be Members of Union

30. (a) Every worker coming within the scope of this award shall become a member of the New Zealand Workers' Industrial Union of Workers. Reasonable facilities shall be given such workers to become members of the union. Any worker who fails to comply with the provisions of this subclause commits a breach of this award.

(b) On request by the union's official organizer or other accredited official of the union, each worker shall immediately pay his union contribution by cash or order on his employer.

Employer's Liability to employ Unionists

31. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award, or who is not for the time being a member of a trade-union which was registered as such before the 1st May, 1936, and which is bound by this award.

(b) For the purpose of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

Application of Award

32. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer who, not being an original party hereto, is, when this award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial districts to which this award relates.

Scope of Award

33. This award shall operate throughout the Northern, Taranaki, Wellington (including Chatham Islands), Marlborough, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts.

Term of Award

34. This award, in so far as it relates to wages, shall be deemed to have come into force on the 21st day of August, 1945, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 31st day of July, 1948.

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 15th day of October, 1945.

[L.S.]

A. TYNDALL, Judge.

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MEMORANDUM

In making the award, which embodies the terms of settlement arrived at by the assessors in Conciliation Council, the Court has had regard to the provisions of the Economic Stabilization Emergency Regulations 1942.

Wages have been made payable retrospectively, in accordance with the agreement of the parties.

A. TYNDALL, Judge.
