

**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 1954; and in the matter of an industrial dispute between the New Zealand Workers Industrial Union of Workers (hereinafter called “the union”) and the under-mentioned unions (hereinafter called “the employers”):

New Zealand Sheepowners' Industrial Union of Employers, 139-141 Featherston Street, Wellington (P.O. Box 715).

New Zealand Agricultural and Related Farmers' Industrial Union of Employers, 139-141 Featherston Street, Wellington.

New Zealand Dairy Farmers' Industrial Union of Employers, 139-141 Featherston Street, Wellington.

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 on the day of the date hereof and shall continue in force until the 4th day of December 1966 and thereafter as provided by section 152 of the Industrial Conciliation and Arbitration Act 1954.

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 4th day of December 1964.

[L.S.]

A. TYNDALL, Judge.

#### SCHEDULE

##### *Industry to Which Award Applies*

1. This award shall apply to shearers, shed hands, pressers, cooks, and cooks' assistants employed in or around any shearing shed, with the exception of workers excluded from the scope of the award by clause 31 hereof.

##### *Hours of Work*

2. (a) The ordinary hours of work for shearers, shed hands and pressers shall not exceed 40 per week, to be worked on six days of the week, commencing on Monday and ending at noon on Saturday. The ordinary daily hours shall not exceed nine, to be worked between 6.30 a.m. and 5.30 p.m. on Monday to Friday inclusive. Ordinary hours on Saturday shall be worked between 6.30 a.m. and noon.

(b) The ordinary hours of work for cooks and cooks' assistants shall not exceed 40 per week.

(c) An interval of one hour shall be allowed for a meal.

##### *Overtime*

3. All time worked in excess of the hours prescribed in clause 2 of this award shall be deemed to be overtime, and shall be paid for at the rate of time and a half for hourly and daily workers and at rate and a quarter for piece workers.

##### *Work at Weekends and on Holidays*

4. (a) All time worked on Saturday afternoon shall be paid for at the rate of time and a half for hourly and daily workers and at rate and a quarter for piece workers.

(b) All time worked on Sunday and on the holidays mentioned in clause 5 of this award shall be paid for at double time rates for hourly and daily workers and at rate and one half for piece workers.

#### *Holidays*

5. (a) Workers who have been employed by the same employer for a period of not less than six working days during the fortnight immediately preceding the day on which any of the holidays hereinafter mentioned occurs, shall be entitled to that holiday on pay – namely Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, and Labour Day.

(b) Should any of the above holidays, except Anzac Day, fall on a Sunday then for the purpose of this award it shall be observed on the succeeding Monday, and in the event of another holiday falling on or being transferred to such Monday, such other holiday shall be observed on the succeeding Tuesday.

(c) Payment for such holidays shall be made to workers other than shearers at the appropriate ordinary daily wage rates prescribed for such workers based on a day of eight hours. Payment for holidays to shearers shall be at the rate of £3 15s. per day.

(d) Annual holidays shall be allowed in accordance with the provisions of the Annual Holidays Act.

#### *Rates of Pay: Shearers*

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

(b) The rate for shearing lambs shall not be less than £4 4s. per 100, with rations.

(c) The rate for shearing by hand shall not be less than 20 per cent in addition to the rate prescribed in subclauses (a) and (b) of this clause, that is, not less than £5 0s. 9d. per 100, with rations.

(d) The rates for pre-natal shearing of pregnant ewes shall not be less than 10 per cent above those prescribed in subclauses (a) and (c), that is, not less than £4 12s. 5d. by machines, and £5 10s. 10d. by hand, both with rations.

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

(f) The rate for shearing double-fleeced sheep and rams castrated after maturity shall be rate and one-half.

(g) In cases where the shearers are required to find themselves in rations on the farm, an allowance of 10s. 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 cutout: Provided that during any period of interruption to the continuity of the employment this allowance shall not be paid to any shearer who takes alternate work for another employer. In cases where shearers are required to live away from the farm, an allowance of 12s. 6d. per day shall be paid in lieu of the above allowance.

(h) 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, and shall be paid at a rate per hour equivalent to the rate being earned by the gun shearer.

#### *Crutching Rates*

7. The minimum rate for ordinary crutching shall be one quarter of the rates for shearing applying at the time. Where top-knotting and eye-wigging is required to be done in addition to crutching, an extra 3s. 6d. per 100 sheep shall be paid. Rates

for additional work shall be fixed by mutual agreement. Casual workers employed at crutching time shall be paid rates specified in subclauses (a), (b), (c), (d), (e), and (f) of clause 11 of this award.

#### *Payment of Shearers*

8. (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.

#### *Duties of Shearers*

9. Each shearer shall shear with all reasonable dispatch 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.

#### *General Provisions Relating to Shearing*

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

(b) The bell shall be rung three minutes before time at the end of each run to enable shed hands to clean up, and no shearer shall bring a sheep on to the board after the bell has been rung.

(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 provisions 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 disinfected, he shall at once sew and disinfect 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 disinfect 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. Learners shall be paid at pressers rate until able to earn more than that amount. A learner is defined as a worker who has completed less than two full seasons at shearing.

(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 a 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 or wilful failure to keep sheep supplied, 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 11 hereof.

(j) The use of double bent tooth or double winged combs may be prohibited by the employer or other person in charge of the shed.

(k) Excessively "daggy" sheep shall be cleaned up before being penned for shearing.

*Rates of Pay: Shed Hands, Pressers, Cooks and Cooks' Assistants*

11. (a) Shed hands shall be paid not less than 7s. 2d. per hour.

(b) Pressers shall be paid not less than 7s. 4d. per hour.

(c) *Cooks*: For cooking for 12 persons or under, cooks shall be paid not less than £2 5s. 6d. per day. Where over 12 persons are employed the minimum rate shall be increased by 3s. 4d. per week for each additional person required to be cooked for, and where the number to be cooked for exceeds 18 an assistant shall be employed. Where over 28 persons have to be cooked for, the rate of wage shall be mutually arranged.

(d) Cook's assistants shall be paid not less than £1 15s. 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, but 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 an allowance of 10s. 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 worker who takes alternative work for another employer. In the case where a worker is required to live away from the farm, an allowance of 12s. 6d. per day shall be paid to him in lieu of the above allowance.

*Payment of Workers Other Than Shearers*

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 worker covered by clause 11 of this award pay to such worker 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 such a worker in order to be sent to the place on which it is drawn shall be deemed a cheque 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 after deducting all payments already made and any sums due from the worker to the employer.

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

(d) Cooks and cooks' assistants shall be paid at the daily rates prescribed in subclauses (c) and (d) of clause 11 of this award for every day during the period of their engagement except when they are not available for duty.

#### *Duties of Shed Hands*

13. (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 the shearing has been suspended for a period of more than 24 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.

#### *Grinding Equipment*

14. *Machine Sheds*—Where there are four or more shearers employed, one double ended grinder or two single grinders shall be supplied.

*Blades*—Where mechanical power is available, the grindstone shall be power driven and so placed as to provide adequate protection from the weather.

#### *Provision of Tools*

15. (a) In sheds where machines are used, the employer shall find the necessary efficient machinery and oil, and the shearer shall pay for combs and cutters at cost price.

(b) Shearers who use their own hand pieces shall be paid an allowance at the rate of 1s. 6d. per 100 sheep shorn.

#### *Employers to Have Control*

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

#### *Engagement of Workers*

17. (a) Any worker who has agreed to work for an 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 payment for shearing 100 sheep per day in the case of shearers, and in the case of all other workers their average daily earnings.

(c) An adequate number of fleeces-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.

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

*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.

*Timepiece*

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

*Workers' Mail to be Delivered*

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

*Accommodation*

21. Accommodation provided for shearers shall be in accordance with the requirements of the Shearers Act 1962 and the Shearers Regulations (serial number 1963/83).

*Medical Outfit*

22. 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.

*Rations*

23. 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 green vegetables when procurable; oatmeal, rice, corn-flour, 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.

*Contract Work*

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

*Unqualified Preference*

25. (a) Any adult person engaged or employed in any position or employment subject to this award by any employer bound by this award shall, if he is not already a member of a union of workers bound by this award, become a member of such union within 14 days of his engagement, or after this clause comes into force, as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this award so long as he continues in any position or employment subject to this award.



(c) Every worker obliged under subclause (a) hereof to become a member of a union who fails to become a member, as required by that subclause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with subclause (b) hereof commits a breach of this award.

(d) Every employer bound by this award commits a breach of this award if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purposes of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this award.

(NOTE—Attention is drawn to section 174H of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.)

#### *Notification*

26. At the request of the officer or authorised representative of the union the employer shall supply the names and addresses of the workers employed by him under this award.

#### *Transaction of Union Business*

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

#### *Payment of Subscription on Worker's Order*

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

#### *Settlement of Disputes*

29. 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.

#### *Matters Not Provided For*

30. 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 authorised 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 14 days after such decision shall have been communicated to the party desiring to appeal.

#### *Limitation of Award*

31. Nothing in this award shall apply to members of the employer's family or to permanent farm 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.



*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 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 shall come into force on the day of the date hereof and shall continue in force until the 4th day of December 1966.

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 4th day of December 1964.

[L.S.]

A. TYNDALL, Judge.

## MEMORANDUM

The matters settled by the Court related to the industry to which award applies (cl. 1), hours of work (cl. 2), overtime (cl. 3), work at weekends and on holidays (cl. 4), holidays (cl. 5), rates of pay (cls. 6, 7 and 11), payment of shearers and others (cls. 8 and 12), duties of shearers and shed hands (cls. 9 and 13), general provisions relating to shearing (cl. 10 (a) and (k) ), provision of tools (cl. 15 (b) ), accommodation (cl. 21), contract work (cl. 24), limitation of award (cl. 31), and term of award.

The maximum weekly hours of work, (exclusive of overtime), have been fixed at not more than 40 in accordance with the direction contained in subsection 1 of section 149 of the Industrial Conciliation and Arbitration Act 1954.

Upon being satisfied by supporting documentary evidence that an unqualified preference provision has been agreed to by all the assessors in accordance with section 174B of the Industrial Conciliation and Arbitration Act 1954 (as enacted by the Industrial Conciliation and Arbitration Amendment Act 1961), the Court has inserted clause 25 in the award in the form in which it was agreed upon in the Council of Conciliation.

The rates of remuneration prescribed by this award are *not* to be increased by the application of the provisions of the Court's general order of 19 August 1964.

A. TYNDALL, Judge.