

TASMANIAN INDUSTRIAL COMMISSION

Industrial Relations Act 1984
s.23 application for award or award variation

**The AWU-FIME Amalgamated Union,
Tasmania Branch
(T.5215 of 1994)**

SHEARING INDUSTRY AWARD

Award variation - wage rates

**ORDER - No. 2 of 1994
(Consolidated)**

AMEND THE **SHEARING INDUSTRY AWARD** BY DELETING ALL THE CLAUSES
CONTAINED THEREIN AND INSERTING IN LIEU THEREOF THE FOLLOWING:

1. TITLE

This award shall be known as the "Shearing Industry Award".

2. SCOPE

This award is established in respect of the shearing industry.

PROVIDED that this award shall not apply:

- (a) to members of an employer's family; or
- (b) to managers and overseers permanently employed at the station concerned, domestic cooks (as defined), domestic servants (as defined), jackeroos; or
- (c) in respect of the employment of shearing shed experts in sheds of less than five stands; or
- (d) full-time employees engaged under the provisions of the Farming and Fruit Growing Award at least one week prior to the commencement of shearing operations.

3. ARRANGEMENT

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4. DATE OF OPERATION

This award shall come into operation from the first full pay period to commence on or after 3 January 1994.

5. SUPERSESSION AND SAVINGS

This award incorporates and supersedes No. 1 of 1993 (Consolidated) and No. 1 of 1994.

PROVIDED that no right, obligation or liability incurred or accrued under any of the abovementioned provisions shall be affected by the replacement and supersession.

PROVIDED ALWAYS that where an employer, at the time of the making of this award, is paying wage rates in excess of those herein prescribed to an employee the wage rates so paid in excess of those herein prescribed shall not be reduced as a result of this award.

Nothing in this award shall be taken to reduce the conditions of an employee, who at the time of the making of this award, is in receipt of conditions in excess of those herein prescribed.

6. PARTIES AND PERSONS BOUND

Unless otherwise specified, this award, shall have application to and be binding upon:

- (a) all employers (whether members of a Registered Organisation or not) who are engaged in the industry specified in Clause 2 - Scope;
- (b) all employees (whether members of a Registered Organisation or not for whom classifications appear in this award and who are employed in the industry specified in Clause 2 - Scope;
- (c) the following organisations of employees in respect of whom award interest has been determined:

- (i) The AWU-FIME Amalgamated Union, Tasmania Branch and the Officers of that organisation and their members employed in the industry specified in Clause 2 - Scope;
 - (ii) the Woolclassers' Association of Australia and the Officers of that organisation and their members employed in the industry specified in Clause 2 - Scope.
- (d) the following organisation of employers in respect of whom award interest has been determined:
- (i) the Tasmanian Farmers and Graziers Employers Association and the Officers of that organisation and their members engaged in the industry specified in Clause 2 - Scope; and
 - (ii) the Tasmanian Chamber of Commerce and Industry Limited.

7. DEFINITIONS

'Association' means the Woolclassers' Association of Australia.

'Code of Practice' means the code of practice for preparation of Australian wool clips, as varied from time to time, the standards relating to which are developed and endorsed by the Woolclassers' Association of Australia, the Australian Wool Corporation, the Federal Council of Private Treaty Wool Merchants, the National Council of Wool Selling Brokers of Australia, the Wool Council of Australia, the Australian Council of Wool Exporters and the Australian Wool Processors Council, the Australian Carpet Wool Council, the Carpet Wool Marketers, the W.A. Contractors Association Inc., and the Shearing Contractors' Association of Australia.

'Commission' means the Tasmanian Industrial Commission.

'Crutching' includes all the operations for which rates are prescribed in Clause 8 - Wage Rates of this award and the meanings of the words 'crutch', 'crutcher' and 'crutched' are similarly extended.

'Domestic cook' means any cook who cooks for less than four station hands, other than the cook himself, and any cook who cooks for less than six employees engaged for shearing or crutching operations.

'Domestic servant' means any employee who works mainly for the owner's or manager's household and includes domestic cooks (as defined).

'Double-fleeced' means a sheep carrying two years' fleece.

'Employee' means any such person, as described in Clause 6 - Parties and Persons Bound, subclauses (b) and (c), covered by this award.

'Rams' means rams over six months old.

'Ram stags' means rams which have been castrated after they have attained eighteen months.

'Shearing cook' means a cook who regularly follows the occupation of shearing cook and who cooks for six or more employees who are engaged for shearing or crutching (as defined) operations.

'Shearing Shed Expert' means an employee who is competent to perform experting duties at a shearing shed in accordance with the requirements of the employer or a representative (such requirements to be specified at the time of engagement). The duties shall include attending to the shearing shed machinery, engine driving and the grinding of combs and cutters.

'Stud ewes' means ewes with tags in their ears from which rams are bred for sale or station use but the term does not include ewes of the flock which have tags in their ears for the purpose of identification other than for stud purposes.

'Union' means The AWU-FIME Amalgamated Union, Tasmania Branch.

'Woolclasser' means a person who is registered pursuant to the provisions of Section 11 of the Australian Wool Corporation Act 1991, and who is employed as such in or in connection with a shearing operation.

A Woolclasser who performs the additional duty of shearing shed experting at the one shearing stall shall, for the purposes of this award, be deemed to be employed as a woolclasser and not as an expert.

8. WAGE RATES

DIVISION A

1. RATES FOR SHEARERS

(a) The minimum rates for shearing shall be:

If "not found":

(i) For flock sheep (wethers, ewes and lambs), by machine \$146.66 per 100.

PROVIDED that where an employee provides his own hand piece the rate shall be \$149.16 per 100.

(ii) For rams (as defined) (other than special stud rams) and ram stags (as defined) double the rate for flock sheep.

(iii) For stud ewes (as defined) and their lambs - one and a quarter times the rate for flock sheep.

(iv) For double-fleeced sheep (as defined) - one and one-third times the rate prescribed appropriate to the class of sheep.

(v) For hand shearing - 7½ per cent additional to the rate for each class of sheep.

(vi) Any shearers that are required to provide their own stud combs shall be paid 25 per cent additional to the rate for each class of sheep.

(vii) For special studs - as agreed.

If "found":

The rates prescribed above less \$15.27 per day.

(b) Engagement by the day:

\$109.59 per day if "not found"; \$94.32 per day if "found".

PROVIDED that where shearers provide their own hand piece the rate shall be \$111.46 per day if "not found" or \$96.19 per day if "found".

2. RATES FOR CRUTCHING (as defined)

The minimum rates for crutching at sheds shall be:

(a) Piece work rates - if "not found":	Per 100 \$
(i) For crutching between the legs, that is, shearing on those parts of the legs which face each other and on the inner half of the back of the legs, with one blow on the end of the tail if required	29.33
(ii) For full crutching, that is shearing between the legs, the inside and back parts of the legs, the tail, given two blows around and above the tail, and in addition, when required, removing wool which has been struck by blowfly	42.53
(iii) For wiggling or ringing	16.13
(iv) For either wiggling or ringing in addition to crutching - crutching rates plus	4.40
(v) For wiggling and ringing	26.40
(vi) For wiggling and ringing in addition to crutching - crutching rates plus	7.33
(vii) For cleaning the belly of any ewe above the teats (not more than two blows of the machine or shears) - crutching rates plus	3.67
(viii) For rams (as defined) and ram stags (as defined) double the rates prescribed in paragraphs (i) to (vi) of this subclause.	
(ix) For stud ewes (as defined) and their lambs - one and a quarter of the rates prescribed in paragraphs (i) to (vii) of this subclause.	

PROVIDED that where any crutcher who supplies and uses their own handpieces in crutching operations in addition to the payment per 100 contained in this clause shall be paid a further 84 cents per 100 sheep crutched for supply and use of their own handpiece.

(b) Per day if "not found"

If engagement be per day \$109.59 per day.

PROVIDED that where employees provide their own hand piece, the rate shall be \$111.46 per day.

(c) Per day if "found"

The rates prescribed above less \$15.27 per day.

3. RATES FOR SHEDHANDS

The minimum rates for shedhands and generally useful hands at the shearing or crutching (as defined) shall be:

(a) If "not found":

(i) Adults	Per Run \$
For adults with 65 work days or more experience as a shedhand	27.29
For adults with less than 65 work days experience as a shedhand	25.89
(ii) Juniors	
18 - 20 years: with 65 days or more experience as a shedhand	24.57
with less than 65 days experience as a shedhand	23.30
Under 18 years: with 65 days or more experience as a shedhand	19.11
with less than 65 days work experience as a shedhand	18.12

(b) If "found":

The rates prescribed in subclause (a) hereof less \$15.27 per day.

4. RATES FOR WOOLPRESSERS

The minimum rates to be paid for woolpressing by employees engaged at piecework rates shall be:

- (a) If "not found":
- | | per kilo | per bale |
|---|----------|----------|
| | ¢ | \$ |
| (i) For pressing - | | |
| By hand | 5.73 | 8.73 |
| By power | 3.82 | 5.82 |
| (ii) For weighing and branding bales - 19c per bale extra. | | |
| (iii) For stacking bales, that is placing one bale on top of another - addition rate to be agreed mutually. | | |
| (iv) If the total sum which the woolpresser would receive under the rates amounts to less than \$28.71 per run multiplied by the number of runs that a time work employee would have been paid for the employer shall pay the deficiency to the employee. | | |

- (b) If "found":

The abovementioned rates less \$15.27 per day.

- (c) Woolpressers engaged at piecework rates shall for all wool pressed by them be paid wholly per bale or wholly per kg and shall as to greasy wool be paid per kg be paid as for an average of 140kg per bale if the bales pressed average less than that weight.

- (d) The minimum rates to be paid for woolpressing by employees engaged at time work rates shall be:

"Not found" per run - \$28.71

If "found" - the rates prescribed less \$15.27 per day.

PROVIDED that where woolpressers engaged at time work rates would have earned more, at a particular shearing shed than the minimum calculations, (by multiplying the per run rate by the number of runs they would have been paid for) if they had been engaged at piecework rates then they shall be paid off at the piecework rates pursuant to subparagraph (a) (i) of this subclause.

5. RATES FOR SHEARING COOKS

- (a) The minimum rates to be paid to employees for acting as cook in connection with shearing or crutching operations shall be \$9.27 per day "found" for every person excepting themselves for whom the employee cooks, but, if the total amount which the cook would receive under this subclause for the term of their employment amounts to less than \$120.46 per day "found" for themselves after paying the necessary offsideers, the employer shall pay the deficiency to the employee.
- (b) Where a separate table is kept for the staff, and the cook or the cook's offsideer has to take the meals to such table, for each person of the separate table for whom the employee cooks, the cook shall receive an additional payment per week of one-quarter of the rate per person prescribed.

DIVISION B - WOOLCLASSERS (as defined)

1. WOOLCLASSERS (as defined):

- (a) Piecework Rates
 - (i) For carrying out the duties described in Clause 57 - Duties, subclause (a) of this award, a woolclasser (as defined) shall be paid at the rate of \$146.40 per thousand sheep and/or lambs.
 - (ii) All rams (as defined) and/or ram stags (as defined) wool classed shall be paid for at the rate of two for one.
- (b) Guaranteed Weekly Minimum Earnings
 - (i) The employer shall pay the woolclasser (as defined) at the rates set out below, if the piecework earnings from woolclassing over the whole of the employment fall short of the relevant weekly amount for the same period:

<u>Number of Stands</u>	<u>Minimum per week</u>
	\$
1 to 4 stands	533.00
5 and 6 stands	534.00
7 stands	536.00
8 to 10 stands	538.60
11 to 15 stands	540.60
Over 15 stands	544.60

2. SHEARING SHED EXPERTS

- (a) For carrying out the duties described in Clause 57 - Duties, subclause (b) of this award a shearing shed expert (as defined) shall be paid as follows:

	Per Week \$
When working in sheds of from 5 to 8 stands	479.70
For each additional stand exceeding 8	0.60

PROVIDED that for the purposes of this clause:

- (i) employment shall be deemed to begin at the time at which the employee is instructed to arrive at the station, but if the employee does not arrive until later, then at the time of arrival;
- (ii) the number of stands to be taken is the maximum number of stands actually occupied by shearers during the shearing;
- (iii) in calculating the guaranteed amount in respect of employment for part of a week, the employee shall be entitled to one-fifth of the prescribed weekly rate for each day or part thereof.

3. RATES OF PAY AND CONDITIONS FOR COMBINED DUTIES

- (a) Woolclassers and Shearing Shed Experts:

- (i) When a woolclasser (as defined) or shearing shed expert (as defined) is engaged to perform, and does perform, any of the duties or combination of duties described herein in addition to the duties described in Clause 57 - Duties of this award, the employee shall be paid the following amounts in addition to those prescribed in subclause 1 - Woolclassers (as defined) of this clause:

	Per Week \$
(1) Overseeing or management of the board	18.70

PROVIDED that a woolclasser (as defined) shall not do overseeing nor take the management of the board in addition to doing woolclassing in any shed where more than twelve shearers, are employed at any one time.

(2)	Bookkeeping (including making out of waybills) not covered by subparagraphs (1) and (5) of this subclause	12.75
(3)	Making out waybills only	3.65
(4)	Woolrolling or other shed hands work	24.70
	PROVIDED a woolclasser (as defined) shall not act as a woolroller in addition to doing woolclassing in a shed where more than twelve shearers are employed at any one time	
(5)	Overseeing and bookkeeping	30.50
(6)	Overseeing and bookkeeping and woolrolling or other shed hands work	54.80

(b) Experting by Woolclassers (as defined)

- (i) A woolclasser (as defined) who performs the additional duty of experting shall be paid in addition to the rates payable under subclause (a) hereof an additional amount of \$12.75 per week.

PROVIDED that except in the case of an emergency, a woolclasser (as defined) as an expert in addition to doing woolclassing in a shed where more than six shearers are employed at any one time.

- (ii) For the purposes of computation of rates for employment of any of the duties described in this clause for part of a week, the employee shall be entitled to one-fifth of the prescribed weekly rate for each day or part thereof.
- (iii) Where any combined duty within this clause is performed, the time in respect of which the relevant additional rate is payable shall begin when the combined duty begins.

**CONDITIONS FOR EMPLOYEES IN DIVISION A
SHEARERS, SHEDHANDS, WOOLPRESSERS AND COOKS**

9. ABSENCE FROM WORK, LEAVING, DISCHARGE

- (a) Every employee, other than a cook, will be at the station ready to begin work on the day appointed. If he is not ready to begin by noon on that date the employer may treat him as having repudiated the contract of employment and shall not be bound to keep a position open for him.
- (b) A cook engaged for shearing or crutching (as defined) operations will attend at the station for duty not later than the time fixed for the commencement of the shearing and if he does not so attend the employer may treat him as having repudiated his agreement and may treat the employment as determined.
- (c) The employee will not absent himself from work except in the case of illness or except as hereinafter provided.
- (d) (i) The employee may be discharged by the employer for incompetence or for misconduct or for an absence from work through illness for a period of a week, unless during that week the employee resides on the employers' property or at some other address notified to the employer from which the employer could promptly obtain information on the employee's health and the date of his likely return to work.

PROVIDED that a wool presser may be discharged for an absence through illness for a period of three days.

- (ii) The employee may leave in consequence of accident, sickness or other urgent necessity.
- (iii) The employee may leave with the permission of the employer, but such permission shall not be given to a shearer, crutcher or woolpresser by the employer for reasons other than those set out in paragraph (ii) herein, without the consent of the majority of the shearers (or crutchers) and woolpressers remaining.
- (e) In the case of a cook in a "joint" mess, if a majority of the "not found" members of the joint mess, after the employee has cooked for the joint mess for at least two days, request the employer to discharge the employee, the employer shall thereupon discharge him but except as to payment for work done, shall not be liable in any way whatever in respect of the discharge made in consequence of such request.

- (f) When an employee leaves or is discharged as provided in subclause (d) or (e) of this clause, the employer will pay the employee in full to the extent of the work done by him after deducting any sum for which the employee is liable to the employer under this award (and, if the employee is "not found", after deducting in addition to the award daily mess deduction per day or any higher rate per day that the majority of members "not found" of the mess remaining fix for his share of the mess to the date of leaving, and the amount deducted shall, after payment of the cook, be placed to the credit of the mess account).
- (g) When an employee leaves his employment otherwise than as provided in subclauses (d) or (e) of this clause, the employer shall deduct from the wages due to the employee the deduction specified in subclause (f) of this clause and in addition a shearer or crutcher shall forfeit not more than \$667.28 to the employer and as to other employees an amount equivalent to one day's wages or four runs work.
- (h) An employee not attending for duty shall lose his pay for the actual time of such non-attendance.

10. ADDITIONAL RATES FOR WORK ON PRESCRIBED DAYS

- (a) Notwithstanding anything herein or in the schedule hereto contained, all work performed by employees on New Year's Day, Australia Day, Good Friday, Easter Monday, ANZAC Day, Queen's Birthday, Labour Day, Christmas Day or Boxing Day shall be paid for at double rates.

Where Christmas Day, Boxing Day or New Year's Day fall on a Saturday or Sunday, such prescribed day or days shall be observed on the next succeeding working day or days, which shall be deemed a prescribed day or days in lieu of the days named.

PROVIDED that if any day is gazetted in lieu of one of the abovenamed prescribed day or days, such day shall be deemed to be a prescribed day or days for the purposes of this award.

- (b) For the purpose of this clause, double rates shall mean:
 - (i) where the rate of wages is a per run rate, except in the case of cooks, an amount equal to twice the per run rate for any work performed on any of the abovementioned days.
 - (ii) where the rate of wages is a piecework rate an amount equal to twice the piecework rate for any work performed on any of such days.

PROVIDED that cooks shall receive an amount equal to twice the daily rate for any work performed on any of the abovementioned days.

- (c) Employees shall not be entitled to payment for prescribed days unless worked.

11. AGE RESTRICTIONS FOR JUNIORS

No person under the age of sixteen years shall be employed in any capacity in or in connection with shearing or crutching (as defined) operations.

12. ALLOTMENT OF STANDS

The employer may nominate the stand or stands to be occupied by learners. Subject to the foregoing, lots shall be drawn for the stands in the presence of the overseer before work is commenced at a shearing or crutching (as defined), and the employees shall abide by the result of the drawing.

13. ALLOWANCES

(a) Where sleeping quarters are not provided

(i) Where the employee does not reside during a shearing (or crutching (as defined)) at his home or usual place of residence and the employee is forced to obtain and pay for sleeping quarters away from the employer's premises because the employer is unable to provide sleeping quarters at the premises for the employee, the employer shall:

- (1) arrange for sleeping quarters for the employee to be supplied elsewhere at the employers' expense; or
- (2) pay to the employee an allowance of \$25.00 per night for each night during the employee's employment that the employee is so forced to obtain and pay for sleeping quarters;

and where the distance is one half-mile or more walking distance between the employee's sleeping quarters and the shed, provide or pay for the transport of the employee between the sleeping quarters and the shed; and

where the time taken in journeying by the most direct route between the sleeping quarters and the shed exceeds in the total for one day, one hour, pay the employee an allowance for travelling time for such excess time at the rate of \$9.00 per hour.

(ii) Where any employee resides during a shearing (or crutching (as defined)) at his home or usual place of residence and travels daily to the shed, the following provisions shall apply, subject to paragraph (iii) hereof:

(1) Travelling Allowance - Shearers (or Crutchers) only

Where the distance between the shed and the employee's place of abode exceeds 65 kilometres by the most direct practicable route the employer shall pay to the employee a travelling allowance of \$7.00 per day for each day upon which the employee so travels.

(2) Vehicle Allowance - all employees

Where an employee, by prior arrangement and agreement with his employer, uses his own motor vehicle to travel to and from the shed he shall be paid a vehicle allowance of 20c per kilometre for travel by the most direct practicable route between the shed and his place of abode.

- (iii) Paragraph (ii) of this clause shall not apply in any case where the employer offers the employee suitable accommodation at the shed and the employee chooses not to use it. For the purpose of this subclause suitable accommodation shall mean accommodation which conforms with the requirements of any applicable law operating in the State.

(b) Breakdown of Machinery: Delays and Termination of Agreements

- (i) Where a shearer or crutcher or a piecework woolpresser is stopped from working through a breakage or failure of machinery, except from any cause over which the employer has not any control, and the total period of all such stoppages which occur in any one week exceeds two hours working time, the employer shall pay to the employee an allowance at the rate of \$88.29 per day in the case of "not found" employees and at the rate of \$73.02 per day in the case of "found" employees for every day or part of a day beyond two hours of working time in any one week as long as there are sheep fit to shear.

But the employer may on or after the expiration of one week from the beginning of the stoppage (unless in the meantime the agreement be terminated by mutual consent) terminate his agreement with the employee of his own will. Where an employee provides his own handpiece he shall be paid at the rate of \$89.90 per day if "not found" and \$74.53 per day if "found".

- (ii) In the case of a cook or a shedhand or a time work woolpresser or a woolpresser and shedhand (combined duties) if the shearing or crutching (as defined) operations come to an end because of a breakdown or failure of machinery or other cause the employer may, on or after the expiration of one week from the beginning of the stoppage, terminate the agreement of his own will.

14. BARROWING

No employer shall permit "barrowing" during smokos or meal hours if it interferes in any way with the smoko or meal hours of any member of the union (as defined), other than the "barrower".

15. CANCEROUS SHEEP

- (a) The employee may refuse to shear sheep (or crutch sheep as the case may be):
 - (i) if they are cancerous; or
 - (ii) if they are actually suffering from scabby mouth; or
 - (iii) if they are (unless properly treated with antiseptic) suffering from any offensive wound or sore other than from maggots; or
 - (iv) if they are suffering from any disease communicable to the employee.
- (b) The employer shall prevent from entering the shed:
 - (i) any cancerous sheep;
 - (ii) (unless properly treated with antiseptic) any sheep that has an offensive wound or sore, other than from maggots;and shall prevent so far as is practicable from entering the shed:
 - (iii) any sheep suffering from scabby mouth; or
 - (iv) any sheep suffering from any disease communicable to the employee.
- (c) Should any such affected sheep appear on the board the employee shall put it down the chute, unshorn (uncrutchd).

16. COMBS AND CUTTERS

- (a) It shall be the responsibility of the employee to provide himself with combs and cutters. If an employer supplies combs and cutters he shall post in a conspicuous place his price list thereof and shall not charge more than their cost price with carriage added.
- (b) Where at a particular shearing or crutching (as defined) excessive wear of combs and cutters is caused by abnormal conditions, the employer will compensate the employee for such excessive wear.

17. CONDUCT OF EMPLOYEE ON STATION

The employee shall conduct himself properly on the property. If the employer so directs, the employee shall not bring or cause to be brought or, so far as he can help it, allow to be brought on to the property any intoxicating liquor.

18. CONTRACTORS AND OTHERS

No principal shall enter into any contract for the carrying on of any work mentioned in Clause 27 - Engagement and Contracts of Shearers of this award with any contractor unless his contract with such contractor contains clauses:

- (a) binding the contractor to pay his employees the rates and to observe the conditions set out in this award in respect of such work;
- (b) entitling the principal to terminate the contract in the event of failure by the contractor to pay such rates or observe such conditions; and
- (c) binding the principal to assume responsibility to the extent of any moneys due by him to the contractor for the payment of all wages due by the contractor to employees for such work.

19. COOKS DUTIES

- (a) A cook will perform his duties with reasonable dispatch and in a good and workmanlike manner.
- (b) The total number of persons for whom an employee is to cook will not, on the average of the shearing or crutching (as defined), be less than the minimum number agreed upon nor more than the maximum number agreed upon.

PROVIDED that if any of the employees to be cooked for strike or wilfully cease work against the direction of the employer, the employee shall be entitled to payment of wages in respect only of those employees who do not strike or cease work.

- (c) The employee will provide at his own expense such suitable assistant or assistants of good behaviour as may be necessary for proper cooking and serving the food.
- (d) The employee will be responsible for all rations supplied and will, at the end of his engagement, give up to the employer all unused rations.
- (e) Cooks and cooks' offsidiers shall not be required to slaughter sheep or cattle for the mess.
- (f) Where no offsider is employed, wood shall be supplied to the cook split in lengths suitable for use in stove, range, oven or other convenience supplied in the kitchen.

PROVIDED that it shall not be necessary for such wood to be supplied cut in short lengths for the dining room or outside fires.

20. DELIVERY OF MAIL

The employer shall deliver to the employee with all reasonable expedition all letters and mail matter addressed to the employee.

21. DESIGN OF SHEDS

- (a) A minimum space of five feet shall be provided for each shearer or crutcher on the board.
- (b) Where sheep have to be usually taken more than ten feet from the centre of the pen gate to a point one foot directly in front of the perpendicular tube of the stand, an allowance at a rate to be mutually agreed between the employer and the employee shall be paid to the employee.

22. DISPUTE RESOLUTION

- (a) The objective of the parties in the following procedure is to avoid and settle disputes by direct consultation and negotiation and to avoid interruption to the performance of work and the consequential loss of production and wages.
- (b) Any dispute or grievance arising at a shed regarding any shearing or crutching (as defined) operation shall be resolved in accordance with the following procedure:
 - (i) Any grievance or dispute which rises shall, where possible, be settled by discussion between the affected employee and the employer or his representative;
 - (ii) If the grievance or dispute is not resolved in accordance with paragraph (i) hereof the grievance or dispute will be then discussed between the affected employee and the shed representative elected pursuant to Clause 40 - Shed Representative and Consultative Mechanism hereof on the one hand and the employer and/or his representative on the other hand.
 - (iii) If agreement is not reached following the procedure set out above the relevant union organiser and the shed representative elected pursuant to Clause 40 - Shed Representative and Consultative Mechanism will then discuss the grievance or dispute with the employer and his representative.
 - (iv) If agreement is not reached following the procedures set out above the grievance or dispute will be referred for discussion between the Branch Secretary of the Union (as defined) or his representative on the one hand and the employer and/or relevant employer's organisation on the other;
 - (v) Should the matter remain unresolved after the discussions referred to in (iv) hereof it may be referred by the parties or any one of them to the Tasmanian Industrial Commission for conciliation and/or arbitration;

- (vi) Reasonable time limits shall be allowed for the completion of the various stages of these discussions.
- (vii) Whilst the foregoing procedure is being followed work shall continue normally and no party shall be prejudiced as to the final settlement of the matter by the continuance of work in accordance with this paragraph.

23. DUTIES OF WOOLPRESSERS

- (a) A woolpresser or woolpresser-shedhand shall press with all reasonable dispatch and in a good and workmanlike manner all the wool shorn (or crutched) which the employer shall require him to press at the shearing or crutching (as defined) operations for which he is engaged.
- (b) He will also in like manner weigh, brand and stack any of the said wool, if and as required by the employer, subject, in the case of a piecework woolpresser, to the observance of the provisions of Clause 8 - Wage Rates of this award.
- (c) He will press and sew the bales in the manner and, as nearly practicable, to the weight directed by the overseer, and will remove all clippings and string from the inside of the bales and clear away such clippings and string and all loose wool from the portion of the shed occupied for woolpressing.

24. EMPLOYEE ENGAGED FOR RUN OF SHEDS

When an employee, who has agreed with the one employer to work at a number of sheds successively in connection with shearing or crutching (as defined) operations, fails to present himself for work at one of the sheds on the day and at the time appointed, or abandons his work or commits any other breach of his agreement in respect of work at such shed, such as entitles the employer to determine his employment there, the employer may elect to determine his employment and to treat all agreements or other arrangements for the sheds not yet worked as being no longer binding upon the employer.

PROVIDED that if the employer does so elect he must do so forthwith and/if the whereabouts of the employee are known to him must promptly notify the employee of such election.

25. EMPLOYMENT OF LEARNERS

- (a) Herein "learner" means a shearer or intending shearer who has not yet shorn five thousand sheep.
- (b) Of every four stands used at shearing operations and in shearing operations where four stands only are used, one at least shall be given to or reserved for a learner.

PROVIDED that a learner who starts in a shed as a learner may continue to be regarded as a learner under this clause for a run of sheds, although he becomes a shearer, not a learner before the run of sheds is completed.

- (c) It shall be obligatory upon such learner to produce to his employer or intended employer, or any authorised representative of any of the parties to this award, if and when required, a certificate in the following form, showing the number of sheep he has shorn.

LEARNERS' CERTIFICATE

(To be presented at each shearing)

Issued to

Home address

Date of issue of certificate Age.....

Date	Station	Total sheep shorn	Average tally per day (whole days)	Signature of owner or manager or shed overseer	Signature of learner	Total sheep shorn prior to issue of this certificate
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- (d) The earnings of a learner employed in a shed of four or more stands shall be not less than the earnings to which he would have been entitled had he been employed for the same period as an adult shed hand, based on the number of runs actually paid in the preceding week for an adult shedhand plus an amount of \$6.35 per week for combs and cutters.

PROVIDED that the foregoing obligation upon the employer to make such guaranteed payment shall only apply to one specified learner where four stands only are used and to one specified learner in every four stands used where more than four stands are used at the shearing. The agreement of such specified learner shall be endorsed "learner" at the time it is signed.

- (e) The provisions of this clause shall not apply to stud shearings.

26. EMPLOYMENT OF SHEDHAND OR WOOLPRESSER-SHEDHAND

- (a) When an employer agrees with a person to employ him as a shedhand or woolpresser-shedhand (combined duties) to commence work at a shed on a specified date the employer shall, subject to this award, pay him at the rates herein prescribed from such specified date to the end of the day upon which the shearing (or crutching (as defined)) ceases, always provided that such person:

- (i) attend the shed and is ready, willing and able to work at all times, and

- (ii) works as a generally useful hand in or about the shearing shed if required to do so by the employer during such runs when shearing (or crutching (as defined)) is taking place and also during periods for which any payment is made in accordance with this award when shearing or crutching (as defined) may not be taking place.
- (b) Shedhands and woolpressers and/or woolpresser-shedhands (combined duties) shall be paid by the run.

PROVIDED that:

- (i) On any day on which the employee attends for duty he shall be guaranteed a minimum daily payment for two runs;
- (ii) Further, if sheep are voted wet at the commencement of the third or fourth run, then they shall be paid for all completed runs on that day together with the run due to commence or partly completed at the time sheep are voted wet;
- (iii) The minimum payment of two runs per day prescribed herein shall not apply where an employee is not required to attend for work because of wet weather.

PROVIDED that the employee is advised on each preceding day that he shall not be required to attend, or if advised by the employer of a starting time more than 24 hours hence.

- (c) When an employee has mixed functions (e.g. as a woolpresser and shedhand) he shall be treated, for the purposes of calculating his pay, as if he were employed only to perform such of his functions as carry the higher minimum rate under this award.
- (d) Woolpresser-shedhands and shedhands shall weigh, brand, stack and carry wool to the press without extra payment.

27. ENGAGEMENT AND CONTRACTS OF SHEARERS

- (a) Before the commencement of work for which an employee within this section of the award has been engaged, the employer and the employee shall sign a written agreement in the terms of or to the effect of the provisions of the agreement in Schedule "A" appropriate to the employees' classification. Failure to sign such an agreement before the commencement of work shall be a breach of this award by both the employer and the employees.
- (b) An employee shall, upon being required to do so, sign an agreement in accordance with this clause at any time prior to the commencement of the work for which he has been engaged.

If a copy of the agreement is not subject by law to any stamp or other duty or tax the employer shall provide the employee with a copy free of charge.

- (c) The terms and conditions of this award and of the form of agreement in Schedule "A" appropriate to the classification of an employee shall apply to the employment of an employee and shall be binding upon the employer and employee.
- (d) The employer and employee shall observe and comply with the terms and conditions of the employment binding upon the employer and the employee under subclause (c) hereof. Failure to do so shall be a breach of this award but this subclause shall not prejudicially affect the ordinary civil rights and remedies of the employer and employee in respect of any breach of contract.
- (e) The minimum rates to be paid by employers to employees under any such agreement shall be those prescribed in this award.
- (f) In all agreements of employment the maximum number of sheep specified shall not exceed the minimum number specified by more than one-fourth of the minimum specified.
- (g) The employer at his option shall engage the employee at either "found" or "not found" rates of pay.
- (h) This clause shall not apply to a cook who is to work solely for "not found" employees.

28. ENTERPRISE FLEXIBILITY

In respect of any shearing or crutching (as defined) operations conducted pursuant to this award the employees engaged in such operation and their employer are encouraged to discuss any proposals advanced by the employer or any one or more of the employees as methods by which flexibility and efficiency may be enhanced in the course of that operation.

PROVIDED that:

- (a) The majority of employees engaged in any shearing or crutching (as defined) operation must genuinely agree to any proposed change to existing work practices;
- (b) Any proposed change to existing work practices may be reduced to writing. In that event each employee agreeing to the change shall signify his agreement in writing.
- (c) Where any agreement is reached in the course of a shearing or crutching (as defined) operation for any change to existing work practices that requires any variation to this award the Union (as defined) must be consulted on the proposed change to work practices.
- (d) The Union (as defined) will not unreasonably oppose any such agreed variation to existing work practices;
- (e) Any agreement for the variation of existing work practices which requires any variation to this award shall be put before the Tasmanian Industrial Commission for ratification;

- (f) Where there is disagreement between the employees and/or their Union (as defined) and the employer in relation to any proposed change to work practices during a shearing or crutching (as defined) operation the dispute resolution procedures prescribed by Clause 22 - Dispute Resolution shall apply;
- (g) No provision of this clause shall in any way prejudice the right of any party to this award to seek conciliation or arbitration of any dispute that may arise in relation to any proposal to change existing work practices in the course of a shearing or crutching (as defined) operation.

29. EQUIPMENT OF SHEDS

- (a) The employer shall provide all the shearing machines required and suitable machinery in good order and competent and sufficient persons to keep the machines in order and to operate the machinery. The employee shall exercise proper care in the use and handling of shearing machines.

Notwithstanding the foregoing an employee may, with the consent of the employer, provide and use his own handpiece in which case he shall be paid the additional rates for shearing and/or crutching (as defined) as prescribed in Clause 8 - Wage Rates, subclauses (a) and (b) of this award.

- (b) For every six or fewer hand shearers (or crutchers) employed, the employer shall provide one grindstone at least.
- (c) The employer shall provide for the wool pressing a press in good order and condition and all other articles as may be necessary for pressing and incidental operation.

30. EXHIBITION OF RATES

A copy of the rates to be paid under this award shall be made available by the employer at the place of employment for perusal by any employee applying for it.

31. HOURS OF WORK OF SHEARING EMPLOYEES

- (a) Shearers and Crutchers
 - (i) Subject to subparagraphs 1, 2 and 3 and paragraph (ii) hereof the ordinary working hours of shearers and crutchers shall be forty per week, and shall be worked in two hour runs between the hours of 7.30 am and 9.30 am, 10.00 am and noon, 1.00 pm and 3.00 pm, 3.30 pm and 5.30 pm, on Monday to Friday inclusive or such other hours, not exceeding eight on any day from Monday to Friday inclusive, as may be agreed between the employer and the majority of the shearers or crutchers at any particular shed.

PROVIDED that in the event of the majority of the shearers or crutchers failing to agree to the substitution of some other hours in place of such ordinary working hours, for the purpose of ensuring against a failure of sufficient daylight to complete the eight hours of the working time during the months of May, June, July and August on working days, the employer may, after informing the employees on each occasion of his intention so to do and of the extent of the advancement, advance the clock to an extent not exceeding one half-hour in a day, whereupon the hours of the runs shall be taken from the clock so advanced so that the length of each run shall be of two hours as above prescribed.

BUT

- (1) where the tail end of a mob of ewes with lambs or unweaned lambs are in the pens at 5.30 pm on Friday awaiting shearing (or crutching (as defined)) the shearing (or crutching (as defined)) may, at the option of the employer, be continued for not more than half an hour, but so far only as may be necessary for the purpose of shearing (or crutching (as defined)) the said ewes and/or lambs;
 - (2) if not more than three sheep per man are left in the pens at 5.30 p.m. on Friday they may, at the option of the employer, be shorn (or crutched) then for the purpose of cutting out a particular flock;
 - (3) if on the day of the cut-out there remain in the pens after the last run of the day such number of sheep as could be ordinarily shorn (or crutched) in 30 minutes, the shearing (or crutching as defined)), at the option of the employer, may be continued until such sheep are shorn (or crutched).
- (ii) where a shearer or crutcher, has not completed 40 hours work during the preceding week Monday to Friday inclusive, or 8 hours per day if the shearing commenced late in the week, by reason of the fact that, pursuant to Clause 48 - Wet Sheep, of this award, sheep presented for shearing or crutching (as defined) are voted wet or, pursuant to Clause 38 - Provision of Sheep of this award, sheep are not presented for shearing or crutching (as defined) because of rain or sweating, a shearer or crutcher may be required by his employer to work on a Saturday and/or Sunday immediately succeeding the week in which work could not be performed for the aforesaid reasons only.

PROVIDED that:

- (1) No shearer or crutcher shall be required to so work unless the shearer or crutcher has prior to engagement or the commencement of the shearing or crutching operation signify on his Clause 27 - Engagement and Contract of Shearers agreement that he is willing to work Saturday and/or Sunday in accordance with this subclause.
- (2) Any work performed on a Saturday or Sunday pursuant to this subclause must be performed in accordance with the run schedules prescribed for work during the week pursuant to subclause (a) (i) hereof.

- (3) Any work performed on a weekend pursuant to this subclause must be performed from the commencement of the first available run after the condition of the sheep permit their shearing or crutching except by agreement between the employer and the employee another or other mutually convenient run or runs available on that weekend may be substituted.
 - (4) Such work on Saturday and/or Sunday will only replace the time lost during the preceding week.
 - (5) The employer shall give the shearer or crutcher who has signified his willingness to work the weekend reasonable notice, as specified in the Clause 27 - Engagement and Contracts of Shearers agreement, of his requirement for the performance of work on any such weekend pursuant to this subclause.
 - (6) Nothing in this subclause derogates from the operation of Clause 38 - Provision of Sheep and Clause 48 - Wet Sheep, of this award.
 - (7) In this subclause "week" means Monday to Friday, "weekend" means Saturday and/or Sunday and "clause 10 agreement" is the agreement required by Clause 27 - Engagements and Contracts of Shearers of this award, read in conjunction with Schedule "A" of this award.
- (iii) A signal shall be given 3 minutes (1 minute in the case of crutching (as defined)) before the end of each run and no shearer (or crutcher) shall catch another sheep during that run after such signal has been given.
 - (iv) The employee shall finish the shearing (or crutching (as defined)) of any sheep he is shearing (or crutching) at the end of each run.
 - (v) Notwithstanding anything else where provided in this award no employee bound by it shall perform and no employer shall permit an employee to perform shearing and/or crutching (as defined) other than during the hours and in accordance with the requirements prescribed by this clause.
- (b) Shed Hands and Woolpresser-Shedhands
- (i) The working hours of a shedhand or of a woolpresser and shedhand (combined duties) shall be the same as the working hours of the shearers or crutchers with such additional time each day as may be necessary to finish the picking up, the rolling of fleeces, the picking of the pieces on the tables and to sweep the floor of the shed and such additional time after the cessation of shearing or crutching (as defined) on Friday and on the day of the cut-out as may be necessary to do the work abovementioned and to wash down the floor of the shed and the wool tables and to put away any wool that is underneath and in addition in the case of woolpresser and shedhand (combined duties) such additional time as may be necessary on the day of the cut-out to finish the pressing.

- (ii) If on any day, except the day of the cut-out, the additional time exceeds a total of thirty minutes, the whole of the additional time on that day shall be treated as overtime.
 - (iii) Overtime shall be paid for at the rate of time-and-a-half.
 - (iv) Penners-up shall work without overtime payment such a time additional to the working hours of the shearers or crutchers as may be necessary to keep the shearers or crutchers supplied with sheep.
- (c) Time Work Woolpresser
- (i) The ordinary working hours of a time work woolpresser will be the same as the working hours of the shearers or crutchers with such additional time on the day of the cut-out as may be necessary to finish off the pressing.
 - (ii) For any time worked in excess of ordinary working hours payment shall be made at the rate of time-and-a-half.
- (d) Woolpresser on Piecework Working After Hours
- Notwithstanding anything contained in this award the woolpressers on piecework shall be allowed to work such additional hours as may be necessary to keep the shed clear from wool.

32. INJURIES TO SHEEP

- (a) If a shearer or crutcher badly cuts a sheep or if a sheep be insufficiently tarred the employee will at once sew and tar the cut or dress the sheep as directed by the overseer; but in other cases the employee shall not be required to tar the sheep.
- (b) The employee shall not kick, kneel upon or otherwise injure or ill-use any sheep.
- (c) If he seriously injures any sheep or cuts the teat or the vulva of any ewe or the pizzle of any ram or wether, the sheep will, at the option of the employer:
 - (i) be kept by the employer; or
 - (ii) if fit for food, be charged to the mess account at the mess rate; or
 - (iii) be charged to the employee at the average per sheep mess rate (if any) or at such rate as may be mutually agreed.
- (d) If the employee is charged with the sheep it will thereupon become his property, unless the damage to the sheep is wilfully done, in which case the sheep will not become his property, even if he is charged for it.

- (e) The employee shall immediately report the fact of the injury or cut to the person in charge of the shed and if he fails so to report he may be charged in addition to any of the foregoing charges a further amount of \$1.00 in respect of each sheep concerned.

33. MEDICAL SUPPLIES

The employer shall provide a proper and sufficient stock of the simpler kinds of medical and surgical remedies, for sale to the employees at cost price with carriage added, and for bodily injury resulting to the employee from his work, the employer shall keep and provide free of charge the bandages and antiseptics reasonably necessary for treatment of the injury.

34. MESS AND COOK

- (a) "Found" employees

The employer shall, during the term of employment, provide the employees engaged at "found" rates with good and sufficient rations cooked by a competent cook.

- (b) "Not found" employees

An employee engaged at a shearing or crutching (as defined) as "not found" rates of pay will be responsible for his own rations and cooking.

Where a mess is established for "found" employees, "not found" employees may, with the approval of the employer, join the mess with those "found" and provide their own rations.

PROVIDED that the employer shall have the right to supply a sufficient quantity of rations of good quality to start the mess and such rations shall be accepted and paid for by the mess.

- (c) Where there is a joint mess

- (i) The employer shall engage a cook for the mess on terms not less advantageous to the cook than those prescribed by this award.
- (ii) The rations provided by the employer for the employees to be "found" by him will be on the same scale as to quality and quantity as the rations provided for those not to be so "found".
- (iii) A majority of the "not found" members of the mess, after a cook engaged by the employer has cooked for the mess for not less than two days, may request the employer to discharge the cook and employer shall thereupon discharge him.

- (iv) In the event of the employer finding it not possible to secure a cook for the start of the shearing, or the said cook leaving or being discharged for any cause during the shearing or crutching operations, the employees shall not be entitled to any compensation in respect thereof but in such event the employer shall immediately make every endeavour to secure a cook to fill such vacancy.
- (v) The employer shall be entitled to charge to each "not found" employee the amount of his share of the wages actually payable to the cook.

PROVIDED that the employee shall not be charged an amount in excess of the rate per day per man prescribed in Clause 8 - Wage Rates, subclause (5) of this award.

- (vi) The employer may, at his option, include in a joint mess, the overseer, woolclasser, expert, grinder, engine-driver or other persons, although their meals are, by direction of the employer or of the overseer, to be served in a separate room.
- (d) In the Case of a Joint Mess or of a "Not Found" Mess
- (i) If the employer supplies rations and shearers' requisites, he shall post in a conspicuous place his price list thereof. The price to be charged except in the case of meat shall not exceed the cost price with carriage added. The price of meat shall be 12 cents per pound.
 - (ii) When suitable ration sheep are not available and the employer has to purchase ration sheep or meat in order to supply meat to the mess he shall be entitled to charge to the mess the actual cost price of the meat supplied.
 - (iii) The employer shall provide the cook with a passbook and have correctly entered therein, on each occasion of supplying, the particulars and prices of rations supplied by him and the dates when the several members of the mess are respectively engaged and discharged.
 - (iv) Where rations are obtained elsewhere than at the station store, the employer shall pay the price on written order or orders given to him by members of the mess, or by any person authorised by them to give the order, and will debit the mess account with the price and at the end of the shearing debit the members of the mess with their respective shares.
 - (v) If the employer discharges a "not found" member of the mess who has not to his credit a sufficient sum to satisfy what is due by him to the mess account, the employer will make up the deficiency, except so far as the employee's share of the mess account has been increased by goods purchased elsewhere than from the employer.

35. PAYMENT OF WAGES

- (a) At the commencement of shearing, the employer or his agent shall appoint a certain day upon which he shall in each and every week, if so required, pay to the employee, or on the employee's order, the amount due over and above one week's earnings.
- (b) The employer shall also pay at any time on the order of the employee any obligatory contributions or charitable donations out of the amount for the time being due to the employee up to the limit aforesaid.

PROVIDED that the employer shall not be required to make payment in respect of any such order which may be presented to him less than twenty four hours prior to the cut-out.

- (c) Any cheque given by the employer to the employee will be drawn on a local bank or the exchange will be added if payable.
- (d) The employer may deduct from wages due to an employee the charge for combs and cutters and other requisites obtained from the employer.
- (e) Where the employee so requires, the employer shall render to the employee a detailed statement of his account up to date on the day before the anticipated completion of the shearing or crutching (as defined).
- (f) Wages will be reckoned to the end of the day upon which the employee finishes his work.
- (g) This subclause shall apply only to an employee who ceases work before the completion of the operations and who leaves or is discharged in accordance with Clause 9 - Absence from Work, Leaving, Discharge, subclauses (c) and (d) of this award.

Subject to subclause (i) hereof, the employer shall pay all monies due to the employee within two hours' working time of such leaving or discharge. If the employer keeps the employee waiting at or about the property or place of work for such payment for a time exceeding such two hours, the employer shall pay the employee for such excess time, not exceeding one week at the rate of \$88.29 per day.

Subject to subclause (i), at cut-out the employer shall have the employees' accounts prepared and shall commence making payments of monies due under this award within three hours (excluding the ordinary breaks between runs) of the cut-out, or within four hours of the cut-out if it occurs in the last run of the day. The payment shall be completed with reasonable dispatch.

- (h) If the employer keeps the employee waiting for such payment for a time exceeding such three hours (or four hours as the case may be) the employer shall pay the employee for such excess time between the cut-out and the commencement of making payments at the rate of \$88.29 per day.

PROVIDED that a time worker who receives a full day's pay for the day of the cutout shall not be entitled to the extra rate for any period of delay which falls within the ordinary working hours on the day of the cut-out.

- (i) Subclauses (g) and (h) of this clause shall not apply to any employer:
 - (i) who cannot so pay the wages because of circumstances beyond his reasonable control, proof of which shall be upon him; or
 - (ii) who is requested by the employee to pay otherwise.
- (j) For the purposes of this clause "cut-out" means the completion of the shearing or crutching (as defined) of the last sheep shorn or crutched or the termination of the shearing or crutching (as defined) under the employee's agreement.

36. POSTING OF TALLIES

- (a) The employer shall cause the total tally of each day of the shearers or crutchers to be posted on or before the next day on a tally board in the shed and will daily supply to each shearer or crutcher, in writing, his tally for the day.
- (b) The employer shall either supply the woolpresser each morning with a correct written statement of the amount of wool pressed on the previous day or else will allow the employee access at all convenient times to the books showing the amount of wool pressed.

37. PROVISION OF CLOCKS

The employer shall keep in a conspicuous position in the shed (and likewise in the shearing employee's quarters) a properly regulated clock.

38. PROVISION OF SHEEP

- (a) The total number of sheep to be shorn (or crutched) at the shearing (or crutching (as defined)) shall not be more than the maximum number agreed upon nor less than the minimum number agreed upon nor shall the number of shearers employed exceed the number agreed upon.
- (b) Subject to this award, the employer shall be ready to commence shearing (or crutching (as defined)) on the date appointed and will keep the shearers (or crutchers) fully supplied with sheep until the completion of the shearing (or crutching (as defined)).

But the employer shall not be bound to furnish the agreed minimum number of sheep or to be so ready or to so keep the employee fully supplied if prevented therefrom by any cause unavoidable by him.

PROVIDED that, however, the employer shall inform the employee, as soon as is reasonable possible, whether, and to what extent, he will be or is likely to be so prevented.

PROVIDED ALWAYS that when the employer is a contractor shearing (or crutching (as defined)) sheep under contract with an owner or his agent, the failure of the owner or his agent to keep the contractor supplied with sheep for shearing (or crutching (as defined)) shall not be deemed to be a cause unavoidable by the contractor unless the owner or his agent is prevented from supplying sheep because of any unavoidable cause.

39. RIGHT OF ENTRY

Right of entry for a duly accredited representative of The AWU-FIME Amalgamated Union, Tasmania Branch shall be in accordance with the provisions of section 77 of the Industrial Relations Act 1984.

40. SHED REPRESENTATIVE AND CONSULTATIVE MECHANISM

- (a) In respect of any shearing or crutching (as defined) operation conducted pursuant to this award, the employees engaged for that operation may, either prior to the commencement of that operation or at smoko on the first day fixed for operations elect one of their number to be the representative of all the employees engaged in that operation for the following purposes:
- (i) Being the representative in respect of negotiations between the employer and the employees;
 - (ii) Represent the interests of employees in respect of observance of the provisions of the award; and
 - (iii) represent the interests of the employees in respect of consultation and negotiations with the employer on matters concerning efficiency and productivity.

PROVIDED that the election of any such representative under this clause shall not derogate from the rights or obligations of the Union (as defined) to represent the interest of the employees as provided in this award or pursuant to the Industrial Relations Act 1984.

- (b) If the shed representative should vacate office or become unavailable for the residue of the anticipated period of operation the employees may elect another of their number to perform the functions referred to in (a) hereof.

41. SHEEP AFFECTED WITH PRICKLY PEAR

The employee may refuse to shear or crutch, or to press the wool of, as the case may be, any sheep if they are affected with prickly pear, unless the employer provides the employee with such basic gloves and coverings as are necessary.

42. SUPERANNUATION

(a) Contributions

- (i) An employer shall make an occupational superannuation contribution equivalent to 3% of ordinary time earnings (as defined) into the fund known as TASPLAN (as defined), The Australian Farm Superannuation Plan (The Rural Employees Award Plan (REAP)), Gro-Safe, National Superannuation Fund, as may be amended from time to time and includes any superannuation plan scheme which may be made in succession there to) or any other approved fund (as defined) where an exemption has been granted under subclause (c) of this clause in respect of all eligible employees (as defined) as from the beginning of the first full pay period to commence on or after 16 August, 1993.
- (ii) Contributions to the fund shall be made by the employer on at least a calendar monthly basis unless there are circumstances for which the employer cannot be held responsible.
- (iii) Notwithstanding anything elsewhere contained in this clause an employee who is able to demonstrate to the employer their bona fide membership of the religious fellowship known as Exclusive Brethren shall have the contributions defined in subclause (a) (i) of this clause paid into the fund known as C.I.S. Superannuation Deed BR1188 being a scheme approved by the Insurance and Superannuation Commission.
- (iv) Where an eligible employee (as defined) has completed 114 hours service with the employer, the superannuation contributions shall be made from the date the employee commenced employment.

(b) Definitions

'Approved Fund' shall mean a superannuation fund or scheme approved in accordance with the Commonwealth Operational Standards for Occupational Superannuation Funds.

'Eligible Employee' means an employee for whom a classification appears in this award whether employed on a full-time or casual basis.

'Ordinary Time Earnings' shall mean the total amount of gross wages paid for the period of the shearing.

'Tasplan' shall be an approved fund established by Trust Deed made on 24 March, 1987 and approved in accordance with the Commonwealth Operational Standards for Occupational Superannuation Funds.

'The Australian Farm Superannuation Fund' shall be an approved fund established by Trust Deed made on 23 July, 1979 and approved in accordance with the Commonwealth Operational Standards for occupational Superannuation Funds.

(c) Cessation of Contributions

An employee's eligibility for contributions to the Fund will cease on the last day of employment with the employer and the employer shall not make any contributions to the Fund in respect of any period beyond that last day of employment.

(d) Exemptions

The Tasmanian Industrial Commission may grant an exemption to an employer in accordance with the provisions of the Industrial Relations Act 1984.

43. SUPERVISION OF SHEARING OPERATIONS

The shearing or crutching (as defined) and incidental operations shall be carried on under the direction of the employer or person in charge of the shed (in this award called the overseer).

44. SUPPLY OF SOAP, WATER AND DISINFECTANT

The employer shall provide:

- (a) a suitable disinfectant in the sleeping quarters; and
- (b) a suitable supply of soap and water at the shed for the use of employees for cleaning purposes.

45. TRANSPORT IN CASE OF ILLNESS OR DISCHARGE

The employer shall provide transport free of cost for the employee in case of serious illness or accident to the nearest hospital and in the case of discharge to the nearest mail route.

PROVIDED that this clause shall not apply in the case of discharge where the employee has his own transport.

46. TRANSPORT WHILST AT SHED

Where the employees sleep at the employer's premises and the shearing shed is one-half mile or more walking distance from the employees' sleeping quarters, the employer shall provide transport for the employees between the shed and the sleeping quarters before the start of the day's work and at the end of the day's work.

PROVIDED that in all cases where the shearing shed is one-quarter mile or more walking distance from the employees' huts the employer shall provide transport from the shed to the huts and from the huts to the shed for the midday meal.

47. USE OF CERTAIN COMBS PROHIBITED

Unless he elects to do so with the express approval of his employer, no shearer or crutcher shall use or be required to use any comb wider than 64mm between the points of the outside teeth.

PROVIDED that in any case no shearer or crutcher shall use or be permitted to use any comb wider than 92mm between points of the outside teeth.

PROVIDED ALWAYS that subject to fair wear and tear as to thickness, all combs used by a shearer or crutcher shall comply in all respects with the manufacturer's specification for that particular comb.

48. WET SHEEP

- (a) The employer need not pen sheep for shearing (or crutching (as defined)) which in his honest opinion should not be shorn (or crutched) because they are too wet to be shorn (or crutched), without responsibility for any delay.
- (b) The employer may withdraw sheep which have been penned for shearing (or crutching (as defined)) when, in his opinion the wool is too wet for pressing, without responsibility for any delay.
- (c) The employee may refuse to shear sheep (or crutch or dag or drench sheep as the case may be) without responsibility for any delay:
 - (i) if the overseer and the shed representative agree that the sheep are too wet to shear (or crutch or dag or drench as the case may be); or
 - (ii) if, in his honest opinion, the sheep are so wet as to be likely to injure his health, and he informs the overseer to that effect; or
 - (iii) if in the honest opinion of a majority of the shearers (or crutchers) excluding any learner who is entitled under Clause 25 - Employment of Learners of this award to guaranteed minimum rate of earnings, by vote on a secret ballot it is determined that the sheep are too wet to shear (or crutch).

PROVIDED that the vote be not taken until after the shearers (or crutchers) have (if the overseer so requests) shorn (or crutched) two sheep each and that the ballot papers be counted in the presence of the overseer (if he so requests).

- (d) An employer may require sheep which have been voted wet to be tried and voted upon again, more than once in the same day.

49. WITHDRAWAL OF SHEEP

The employer may temporarily withhold or withdraw sheep which have been put under cover when circumstances render such withdrawal necessary to prevent death or injury to sheep or lambs or the starving of sheep or lambs, without responsibility for any resultant delay.

50. WORKING REGULATIONS FOR SHEARERS AND CRUTCHERS

- (a) While his pen is being filled no shearer or crutcher shall catch any sheep therefrom, but shall catch from such pen as the overseer may direct. No shearer or crutcher shall catch any sheep or bring one on to the board after the signal to cease work. The overseer shall not permit any breach of this subclause.
- (b) The sheep shall be taken carefully by the employee from the pen to the board.
- (c) In shearing:
 - (i) the employee shall take off the belly wool first and lay it aside, and when required by the employer, the employee shall shear over the tail when shearing the first side;
 - (ii) in opening the fleece at the neck and belly, the machine or (if shears are used) both blades of the shears will be kept under the wool and close to the skin, so as to avoid twice cutting and the employee will not run the machine or shears through the fleece so as to break it down the centre or the back.
- (d) Subject to this award, the employee shall shear (or crutch) with all reasonable dispatch and in good and workmanlike manner all the sheep which the employer shall require him to shear (or crutch) at the shearing (or crutching (as defined)) operations for which he is engaged.

51. YARDING SHEEP FOR SHEARING

- (a) At shearing operations the employer shall, unless prevented by any cause unavoidable by him, yard the sheep for shearing at least four hours before the time of their being shorn so as to overcome any fullness or sweat wet in such sheep and the employee shall thereupon shear such sheep with all reasonable dispatch and without any delay whatsoever.

- (b) This clause shall not apply in the case of:
- (i) ewes within two months of lambing;
 - (ii) ewes with lambs up to three months old; and
 - (iii) sheep which have previously been yarded for shearing but have been turned out because they are too wet to shear.

**CONDITIONS FOR EMPLOYEES IN DIVISION B -
WOOLCLASSERS (as defined)**

52. ACCOMMODATION

The employer shall provide the employee with suitable board and lodging free of charge. The sleeping and dining apartments shall be separate from the sleeping and dining apartments of the shearers, shed hands and station hands, but employees covered by this award may be required to share the same sleeping and dining apartments. The employer shall also provide all reasonable appointments, including lighting, clean bed, blankets, sheets, bedding, towels, etc., and chairs, crockery, enamelware or earthenware, etc., for table and washing utensils. A tent shall not be considered suitable accommodation except in the case of an emergency.

53. ADDITIONAL RATES FOR WORK ON DECLARED HOLIDAYS

- (a) All work performed by employees on New Year's Day, Australia Day, Good Friday, Easter Monday, ANZAC Day, Queen's Birthday, Labour Day (or Eight Hours Day), Christmas Day, Boxing Day or such other days as may be proclaimed in substitution for such days shall be paid at double rates.
- (b) For the purposes of this clause double rates shall mean:
- (i) For woolclassers (as defined) - an amount equal to twice the piecework rate for any work performed on any of such days.

PROVIDED that for every hour worked on such days the total guaranteed minimum earnings to which the employee would be entitled under Clause 8 - Wage Rates, Division B - Woolclassers (as defined) , subclause 1, paragraphs (a) and (b) of this award shall be increased by one-fortieth of the appropriate minimum weekly rate;
 - (ii) for shearing shed experts (as defined) - an amount calculated at the rate per hour of one-fortieth of the weekly rate prescribed under Clause 8 - Wage Rates, Division B - Woolclassers (as defined) subclause 1, paragraph (b) of this award in addition to any amount otherwise payable to the employee;

- (iii) For any additional duties - where the employee performs any duties for which rates are awarded under Clause 8 - Wage Rates, Division B - Woolclassers (as defined), subclause 3 - Rates of Pay and Conditions for Combined Duties of this award an amount at the rate per hour of one-fortieth of the weekly rate prescribed for such duties in addition to the amount otherwise payable to the employee.

54. ALLOWANCE FOR DELAYS FOR WOOLCLASSERS (AS DEFINED) PAID OFF AT PIECEWORK RATE

- (a) In the event of the employer failing to start shearing on the day fixed by the contract the employer shall, provided the woolclasser (as defined) is ready to start on the day fixed, pay the employee for the time kept idle, a daily amount of one-tenth of the appropriate guaranteed weekly minimum earning set out in Clause 8 - Wage Rates, Division B - Woolclassers (as defined), subclause (b) - Guaranteed Weekly Minimum Earnings of this award, unless the failure to start is caused by wet weather or other unforeseen causes such as fire, flood, earthquake or any other act of God.
- (b) The number of stands to be taken shall be the maximum number of stands actually occupied by shearers during the shearing.
- (c) The allowances set out in this clause shall be in full satisfaction of all claims by the employee arising out of such failure to start on the part of the employer.
- (d) The abovementioned rates shall only apply where an employee is paid off at the per thousand rate as set out in Clause 8 - Wage Rates, Division B - Woolclassers (as defined), subclause (a) - Piecework of this award.

55. ALLOWANCE IN LIEU OF ANNUAL LEAVE AND SICK PAY

- (a) The employee shall be paid in addition to all other amounts due an amount calculated at the rate of 13.25 cents in the dollar on the total sum of the employee's earnings for the period of employment.
- (b) The abovementioned allowance is a pro rata payment in lieu of four weeks annual leave plus 17.5 per cent leave loading and 1.8 weeks sick leave in each year.

56. CONTRACT OF EMPLOYMENT

- (a) Before an employee is employed by or on behalf of an employer on the employer's station or elsewhere in the operations covered by this award the employer and employee may sign a written agreement which shall be in accordance with the form prescribed in Schedule B of this award.

- (b) Where such an agreement is entered into:
- (i) the employer and employee shall fulfil its terms and failure to fulfil any of its terms shall be a breach of this award, but this clause shall not prejudicially affect the ordinary civil rights and remedies of the employer and employee in respect of any breach of contract;
 - (ii) the employer shall provide two forms to be signed by the parties, one shall be retained by the employer and one by the employee.

57. DUTIES

(a) Woolclassers (as defined)

- (i) The duties of a woolclasser (as defined) which duties shall be carried out in accordance with the directions and orders of the owner or nominated representative, shall be as follows:
 - (1) to classify the wool and advise and report generally as a wool expert, according to the industry agreed Code of Practice (as defined) as published by the Australian Wool Corporation;
 - (2) to instruct the woolrollers and supervise the skirting and rolling of the fleece;
 - (3) to instruct and supervise the piece-pickers, the pickers-up as far as concerns their duty in picking up the fleeces and all other persons engaged in the handling of the wool;
 - (4) to instruct the woolpressers and exercise a general supervision over the pressing, weighing and branding of the bales;
 - (5) to keep the shed wool book, or see that it is kept by the woolpresser or woolweigher, to the satisfaction of the employers, and, where required, to write up the station permanent wool and weight book daily (one copy only).

(b) Shearing Shed Experts (as defined)

The duties of a shearing shed expert (as defined) shall include attending to the shearing shed machinery, engine driving and the grinding of combs and cutters and such other duties as may be agreed upon by the employer and the employee at the time of the employee's engagement.

(c) All employees

If an employee is engaged to perform and does perform any of the combined duties described in Clause 8 - Wage Rates, Division B - Woolclassers (as defined), subclause 3 - Rates of Pay and Conditions for Combined Duties of this award the employee shall be paid the extra rate or rates prescribed therein for such work.

58. FARES AND TRAVELLING EXPENSES

- (a) The employer shall reimburse the employee for all fares necessarily incurred by the employee in travelling from the place of engagement or from the permanent residence to the place of employment and shall also pay to the employee the allowance prescribed in subclause (h) hereof.
- (b) When an employee proceeds directly from an engagement at one shed to another shed the employee shall only be entitled to receive from the employer at the second shed his fares and allowance from shed to shed.

PROVIDED that this provision shall not prevent any mutual arrangements as to sharing these costs being agreed to between employers.

- (c) An employee who is about to return from any shed to the place of engagement or of permanent residence shall, immediately before the employee leaves such shed, inform the employer or a representative to this effect (in writing if requested) and shall then be allowed the fares and allowance to such place.

PROVIDED that if the employee does not so return the employee shall immediately refund such fares and allowances to the employer. A mis-statement by the employee or failure to refund moneys shall constitute a breach of this award and such moneys shall immediately be recoverable by the employer from the employee.

- (d) (i) When travelling by railway, first class fares shall be allowed.

PROVIDED that the employee travels first class.

- (ii) If the employee travels on a train in which sleeping accommodation is available, the employee shall be entitled to be reimbursed for the cost of such sleeping accommodation.

PROVIDED that such sleeping accommodation has been availed of.

- (iii) The employer shall either provide suitable transport for the conveyance of the employee from the railway station to the shed and return or shall reimburse the employee for the cost of such transport.

- (e) (i) Where an employee travels by means of the employee's own motor vehicle instead of by rail the employer shall, at the employer's option, either reimburse the employee to the extent of the cost of first class rail fares (not including the cost of sleeping accommodation but including the cost of transport from the railway station to the shed and return) which the employee would have incurred if the employee had travelled by rail, or shall pay the employee an allowance at the rate of 17.4 cents per kilometre for the travel by the most direct route from the employee's place of engagement or permanent residence to the shed.

- (ii) Where an employee is proceeding direct from an engagement from one shed to another shed or when the employee is returning from any shed to the place of engagement or permanent residence the payment of the allowance specified in the preceding paragraph shall be made in accordance with the provisions of subclauses (b) and (c) hereof.
- (f) When an employee travels by air, the employee shall not, unless such travel is authorised by the employer, receive any greater allowance than the employee would be entitled to receive under subclause (d) hereof for travel by other means.
- (g) (i) An allowance at the rate of \$15.79 per day shall be paid by the employer to the employee for all expenses incurred (other than fares) while the employee is actually proceeding to and from the place of employment.
 - (ii) Such allowance shall be calculated at the rate of 66 cents per hour from the time of departure of the employee from the place of engagement or from the permanent residence until the employee arrives at the place of employment.
 - (iii) When an employee is about to return from the place of employment such allowance shall be calculated on the same basis from the time of departure until arrival at the place of engagement or permanent residence.
- (h) The allowances for fares and travelling expenses shall be calculated and paid for travel by the most direct practical route.
- (i) In cases where the employee is discharged for incompetence or misconduct no return fares nor return expense allowance shall be paid.

59. PAYMENT OF WAGES

At the commencement of shearing the employer or a representative shall appoint a certain day upon which the employer shall, in each and every week, if so required, pay to the employee any sum not exceeding 75 per cent of the amount due over and above one week's earnings.

60. SHED ON THE SAME HOLDING

Where two sheds are situated on the same holding and are the property of the same owner, and where the work at the second shed starts immediately after the work at the first is completed and the same employee is employed for the two sheds, any delay between the cut-out of the one shed and the starting of the other shall be paid for at the delay rate set out in Clause 54 - Allowance for Delays for Woolclassers (as defined) Paid Off at Piecework Rate of this award. Should, however, properties intervene, such sheds shall not be considered as sheds on the same holding.

PROVIDED that this clause shall not apply to the employment of shearing shed experts (as defined).

61. STOPPAGE OF SHEARING

In cases of cessation of work through strikes or other unforeseen circumstances, the agreement between the employee and the employer may be terminated at any time by mutual consent or where the cessation has lasted for more than one full working week by either party thereto.

62. SUPERANNUATION

(a) Employer Contributions

- (i) Subject to the rules of the fund (as defined), a respondent employer shall contribute to the fund (as defined) in respect of each employee an amount equal to three (3) per cent of ordinary time earnings (as defined) calculated to the nearest ten cents.
- (ii) Contributions to the fund shall be made by the employer on at least a calendar monthly basis unless there are circumstances for which the employer cannot be held responsible.
- (iii) It is provided however that in any financial year, no contribution shall be payable by the employer in respect of any employee who does not exceed in total, eighty (80) hours of employment in shearing operations for that year. The onus shall remain with the employer to ascertain the status of the employee in this respect, and the employer who withholds a contribution subject to this provision, shall be liable to reimburse an employee that amount of contribution as would otherwise have been contributed to the fund (as defined) on behalf of the employee, should that employee subsequently provide satisfactory evidence that the employee has exceeded eighty (80) hours of employment, in which case all hours worked in the financial year shall attract the contribution.

(b) Employee Contribution

Subject to the rules of the fund (as defined) employees who may wish to make contributions to the fund (as defined) additional to those being paid pursuant to subclause (a) hereof, shall be entitled to do so. Such employees may either forward their own contribution directly to the fund administrators or, where it is practicable to do so, authorise the employer to pay into the fund (as defined) from the employee's wage an amount specified by the employee.

(c) Statement of Contribution

The employer shall provide to each employee a statement setting out the amount of contributions made on the employees' behalf into the fund (as defined) together with details of any authorised employee contributions made in accordance with subclause (b) hereof. This statement shall be provided at the completion of the relevant period of shearing.

(d) Exemptions

Exemptions may be heard and determined as in accordance with the Industrial Relations Act 1984.

(e) Definitions

'The Fund' shall mean:

- (i) The National Superannuation Plan (NSP) as may be amended from time to time, and includes any superannuation scheme which may be made in succession thereto; or
- (ii) Such other alternative superannuation schemes as mutually agreed between the parties bound by this award, which are capital guaranteed funds and which conform to the Commonwealth Government's Operational Standards for Occupational Superannuation; or
- (iii) An alternative superannuation scheme conforming to the Commonwealth Government's Operational Standards for Occupational Superannuation in which an employee of a respondent employer is already a member; or
- (iv) An alternative superannuation scheme existing within a company conforming to the Commonwealth Government's Operational Standards for Occupational Superannuation and where an exemption has been granted in accordance with subclause (d) hereof.

'Ordinary time earnings' means the total amount of gross wages and allowances paid for the period of employment but shall not include fares and travelling expenses.



SCHEDULE A

The forms of agreement hereunder written where the employment is at a 'station' shall apply to employment at a 'shearing depot'. Such words being respectively substituted for the word 'station' where the word occurs in the said form.

1. AGREEMENT WITH SHEARER/CRUTCHER

Agreement made theday of19..... between
.....of.....
hereinafter call the 'employer', and
betweenof.....
hereinafter called the 'employee'

1. This agreement is subject to the Shearing Industry Award and shall, subject to the following provisions, be read as if all the terms and conditions of employment relating to the occupation of the employee and in force during the term of this agreement are incorporated herein.
2. The employee shall shear/crutch with all reasonable dispatch and in a good and workmanlike manner all the sheep which the employer shall require him to shear/crutch at the shearing shed and at the shearing/crutching beginning on the date specified herein and shown below.
3. The employee will be at the shearing shed ready to begin work on the date specified herein and shown below and if he is not ready and willing to begin by noon on that date the employer may treat him as having repudiated this agreement and shall not be bound to keep any pen open for him.
4. The total number of sheep to be shorn/crutched at the shearing/crutching will not be less than the minimum number nor more than the maximum number specified herein and shown below, including not more than the stated number of studs.
5. The maximum number of shearers/crutchers to be employed shall not exceed the number specified herein and shown below.
6. The employer will be ready to commence shearing/crutching on the date specified herein and shown below and will, except as provided in the award, keep the employee fully supplied with sheep until the completion of the shearing/crutching.
7. The employer will pay the employee the minimum rates in force from time to time during the shearing/crutching under the Shearing Industry Award.

8. The employee **will not/may** (delete whichever not applicable) be required to work on a Saturday and/or Sunday where shearing does not take place during the preceding weekdays because the sheep are voted too wet to shear or are not presented for shearing pursuant to Clause 48 - Wet Sheep of this award.
9. The employer shall give the employee reasonable notice prior to the weekend if he requires the employee to work on that weekend pursuant to Clause 28 - Hours of Work for Shearing Employees, subclause (a), paragraph (ii) of this award. Reasonable notice shall mean notice given prior to the completion of shearing on the Thursday except if sheep are voted wet during the first run on Friday then providing immediate notice is given it shall be deemed reasonable.

Name of shearing shed:

Date shearing/crutching begins: The day of 19...

Date employee to report: The day of 19...

Shearing - Number of sheep to be shorn:

Not less than minimum, not more than maximum including not more than studs.

Crutching - Number of sheep to be crutched:

Not less than minimum, not more than maximum.

Maximum number of shearers/crutchers to be employed not to exceed

Whether 'found' or 'not found'

SIGNED by the said employer

in the presence of

SIGNED by the said employee

in the presence of

2. AGREEMENT WITH WOOLPRESSER-SHED HAND (COMBINED DUTIES)

Agreement made the day of19... between
..... of
hereinafter called the 'employer', and
between of
hereinafter called the 'employee'.

1. This agreement is subject to the Shearing Industry Award and shall, subject to the following provisions, be read as if all the terms and conditions of employment relating to the occupation of the employee and in force during the term of this agreement are incorporated herein.
2. The employee agrees with the employer to work as a woolpresser-shed hand in or about the shearing shed and at the shearing/crutching beginning on the date specified herein and shown below and will perform his duties with all reasonable dispatch and in a good and workmanlike manner.
3. The employee will work as a generally useful hand and as a woolpresser and will press all the wool shorn/crutched which the employer shall require him to press at the said operations and will also weigh, brand and stack any of the said wool if and as required by the employer.
4. The employee will be at the shearing shed ready to begin work on the date specified herein and shown below and if he is not ready and willing to begin by noon on that date the employer may treat him as having repudiated this agreement and may treat the employment as determined.
5. The total number of sheep to be shorn/crutched at the shearing/crutching will not be less than the minimum number nor more than the maximum number specified herein and shown below and the maximum number of shearers/crutchers to be employed shall not exceed the number specified herein and shown below.
6. Subject to the award, the employer will be ready to commence operations on the date specified herein and shown below.
7. The employer will pay the employee the minimum rates in force from time to time during the shearing/crutching under the Shearing Industry Award.
8. The employee **will not/may** (delete whichever not applicable) be required to work on a Saturday and/or Sunday where shearing does not take place during the preceding weekdays because the sheep are voted too wet to shear or are not presented for shearing pursuant to Clause 48 - Wet Sheep of this award.

9. The employer shall give the employee reasonable notice prior to the weekend if he requires the employee to work on that weekend pursuant to Clause 28 - Hours of Work for Shearing Employees, subclause (a), paragraph (ii) of this award. Reasonable notice shall mean notice given prior to the completion of shearing on the Thursday except if sheep are voted wet during the first run on Friday then providing immediate notice is given it shall be deemed reasonable.

Name of shearing shed:.....

Date shearing/crutching begins: The day of 19...

Date employee to report: The day of 19...

Number of sheep to be shorn/crutched:

Not less than minimum, nor more than maximum

Maximum number of shearers/crutchers to be employed not to exceed

Whether 'found' or 'not found'

SIGNED by the said employer

in the presence of

SIGNED by the said employee

in the presence of

3. AGREEMENT WITH WOOLPRESSER

Agreement made the day of19... between
..... of
hereinafter called the 'employer', and
between of
hereinafter called the 'employee'.

1. This agreement is subject to the Shearing Industry Award and shall, subject to the following provisions, be read as if all the terms and conditions of employment relating to the occupation of the employee and in force during the term of this agreement are incorporated herein.
2. The employee agrees with the employer to work as a woolpresser at the shearing shed and at the shearing/crutching beginning on the date specified herein and shown below and will perform his duties with all reasonable dispatch and in a good and workmanlike manner.
3. The employee will, in conjunction with such other number of woolpressers specified herein and shown below, press all the wool shorn/crutching which the employer shall require him to press at the said operations and will also weigh, brand and stack any of the said wool if and as required by the employer.
4. The employee will be at the shearing shed ready to begin work on the date specified herein and shown below and if he is not ready and willing to begin by noon on that date the employer may treat him as having repudiated this agreement and may treat the employment as determined.
5. The total number of sheep to be shorn/crutching at the shearing/crutching will not be less than the minimum number nor more than the maximum number specified herein and shown below and the maximum number of shearers/crutchers to be employed shall not exceed the number specified herein and shown below.
6. Subject to the award, the employer will be ready to commence operations on the date specified herein and shown below.
7. The employment by the employer of the employee will be on the basis of piecework or time work as specified herein and shown below.
8. The employer will pay the employee the minimum rates in force from time to time during the shearing/crutching under the Shearing Industry Award including any extra rates prescribed therein for weighing, branding or stacking by a woolpresser who is employed at piecework rates. The money payable will be divided by the employer between and among the woolpressers in equal shares for the work which they have respectively done.

9. The employee **will not/may** (delete whichever not applicable) be required to work on a Saturday and/or Sunday where shearing does not take place during the preceding weekdays because the sheep are voted too wet to shear or are not presented for shearing pursuant to Clause 48 - Wet Sheep of this award.
10. The employer shall give the employee reasonable notice prior to the weekend if he requires the employee to work on that weekend pursuant to Clause 28 - Hours of Work for Shearing Employees, subclause (a), paragraph (ii) of this award. Reasonable notice shall mean notice given prior to the completion of shearing on the Thursday except if sheep are voted wet during the first run on Friday then providing immediate notice is given it shall be deemed reasonable.

Name of shearing shed:.....

Date shearing/crutching begins: The day of 19...

Date employee to report: The day of 19...

Whether employed on piecework or time work

Number of other woolpressers at the shearing/crutching

Number of sheep to be shorn/crutched:

Not less than minimum, nor more than maximum

Maximum number of shearers/crutchers to be employed not to exceed

Whether 'found' or 'not found'

SIGNED by the said employer

in the presence of

SIGNED by the said employee

in the presence of

4. AGREEMENT WITH SHED HAND

Agreement made the day of19... between
..... of
hereinafter called the 'employer', and
between of
hereinafter called the 'employee'.

1. This agreement is subject to the Shearing Industry Award and shall, subject to the following provisions, be read as if all the terms and conditions of employment relating to the occupation of the employee and in force during the term of this agreement are incorporated herein.
2. The employee agrees with the employer to work as a generally useful hand in or about the shearing shed and at the shearing/crutching beginning on the date specified herein and shown below and will perform his duties with all reasonable dispatch and in a good and workmanlike manner.
3. The employee will be at the shearing shed ready to begin work on the date specified herein and shown below and if he is not ready and willing to begin by noon on that date the employer may treat him as having repudiated this agreement and may treat the employment as determined.
4. The total number of sheep to be shorn/crutched at the shearing/crutching will not be less than the minimum number nor more than the maximum number specified herein and shown below and the maximum number of shearers/crutchers to be employed shall not exceed the number specified herein and shown below.
5. Subject to the award, the employer will be ready to commence operations on the date specified herein and shown below.
6. The employer will pay the employee the minimum rates in force from time to time during the shearing/crutching under the Shearing Industry Award.
7. The employee **will not/may** (delete whichever not applicable) be required to work on a Saturday and/or Sunday where shearing does not take place during the preceding weekdays because the sheep are voted too wet to shear or are not presented for shearing pursuant to Clause 48 - Wet Sheep of this award.
8. The employer shall give the employee reasonable notice prior to the weekend if he requires the employee to work on that weekend pursuant to Clause 28 - Hours of Work for Shearing Employees, subclause (a), paragraph (ii) of this award. Reasonable notice shall mean notice given prior to the completion of shearing on the Thursday except if sheep are voted wet during the first run on Friday then providing immediate notice is given it shall be deemed reasonable.

Name of shearing shed:.....

Date shearing/crutching begins: The day of 19...

Date employee to report: The day of 19...

Number of sheep to be shorn/crutched:

Not less than minimum, not more than maximum

Maximum number of shearers/crutchers to be employed not to exceed

Whether 'found' or 'not found'

SIGNED by the said employer

in the presence of

SIGNED by the said employee

in the presence of

5. AGREEMENT WITH COOK

Agreement made the day of19... between
..... of
hereinafter called the 'employer', and
between of
hereinafter called the 'employee'.

1. This agreement is subject to the Shearing Industry Award and shall, subject to the following provisions, be read as if all the terms and conditions of employment relating to the occupation of the employee and in force during the term of this agreement are incorporated herein.
2. The employee agrees with the employer to work as cook at the shearing/crutching beginning on the date specified herein and shown below and will perform his duties with reasonable dispatch and in a good and workmanlike manner.
3. The employee will be at the shearing shed ready to begin work on the date and time specified herein and shown below. If he is not ready and willing to begin work by the time fixed for the commencement of the shearing the employer may treat him as having repudiated this agreement and may treat the employment as determined.
4. The total number of sheep to be shorn/crutched at the shearing/crutching will not be less than the minimum number nor more than the maximum number specified herein and shown below and the maximum number of shearers/crutchers to be employed shall not exceed the number specified herein and shown below.
5. The total number of persons for whom the employee is to cook will be not less than the minimum number nor more than the maximum number specified herein and shown below.
6. Subject to the award, the employer will be ready to commence operations on the date specified herein and shown below.
7. The employee will cook for a wholly found mess or a joint mess as specified herein and shown below.
8. The employer will pay the employee the minimum rates 'found', in force from time to time during the shearing/crutching under the Shearing Industry Award.
9. The employee **will not/may** (delete whichever not applicable) be required to work on a Saturday and/or Sunday where shearing does not take place during the preceding weekdays because the sheep are voted too wet to shear or are not presented for shearing pursuant to Clause 48 - Wet Sheep of this award.

10. The employer shall give the employee reasonable notice prior to the weekend if he requires the employee to work on that weekend pursuant to Clause 28 - Hours of Work for Shearing Employees, subclause (a), paragraph (ii) of this award. Reasonable notice shall mean notice given prior to the completion of shearing on the Thursday except if sheep are voted wet during the first run on Friday then providing immediate notice is given it shall be deemed reasonable.

Name of shearing shed:.....

Date shearing/crutching begins: The day of 19..

Date and time employee to begin work:

The day day of 19 .., atam/pm

Total number of persons for whom the employee is to cook:

Not less than, not more than

Whether mess is wholly 'found' or joint mess:

Number of sheep to be shorn/crutched:

Not less than minimum, not more than maximum

Maximum number of shearers/crutchers to be employed not to exceed

SIGNED by the said employer

in the presence of

SIGNED by the said employee

in the presence of

SCHEDULE B

1. WOOLCLASSERS AND SHEARING SHED EXPERTS AGREEMENT

Agreement made the day of 19... between
..... of
hereinafter called the 'employer', and
between of
hereinafter called the 'employee'.

whereby the employer and the employee mutually agree as follows viz.:

DATE OF COMMENCING WORK

1. The employee shall be at the above station/shearing shed ready to begin work on the day 19....

NUMBER OF SHEEP TO BE SHORN AND NUMBER OF SHEARERS

2. The number of sheep to be shorn shall not be more than nor less than and the approximate number of shearers to be employed shall be

WORK TO BE PERFORMED

3. The employee hereby agrees to perform in a professional manner (having regard to the code of practice where applicable) to the satisfaction of the employer or a representative the duties of woolclasser*/shearing shed expert* as set out in Clause 56 - Contract of Employment of this award, together with the following duties, viz.:

(Here specify duties other than classing*/duties*)

*Strike out whichever is not applicable.

DUTIES AND CONDITIONS

4. The employee shall perform the duties and shall observe and comply with the conditions prescribed by the award of the Tasmanian Industrial Commission made in settlement of

RATES AND CONDITIONS

5. The employer shall pay the employee the rates and shall observe and comply with the conditions prescribed by the said award or by any variation thereof.

INCORPORATION OF PROVISIONS OF AWARD

6. The terms and conditions of the said award and any variation thereof shall be deemed to be incorporated in this agreement and to be binding upon the employer and the employee as terms and conditions of this agreement.

As witness the hands of the parties the day and year first before written.

SIGNED by the said employer

in the presence of

SIGNED by the said employee

in the presence of

SCHEDULE C

**CALCULATION FROM FORMULA UPON WHICH WOOLCLASSING RATES OF PAY
ARE BASED**

1. PER 1000 AND WEEKLY MINIMUM

Basic Rate	\$	(Rate 1)
Plus 20% Piecework Allowance	\$	_____ (Rate 2)
20 Weeks' wages at \$ _____ (Rate 2)	\$	
Plus 1 weeks' lost time at home at \$ _____ (Rate 1)	\$	_____
	\$	_____
Less 17 weeks' contribution towards cost of meals (11.45% of total wage Rate 1): 17 x \$ _____	\$	_____ (Total)
	\$	_____ (Total)

WEEKLY MINIMUM WAGE

(Total) \$ _____
17 = 17 \$ per week = \$

PER 1000

Weekly Wage \$ _____
3.640 = 3.640 = \$ = \$

2. EXPERTS

90% of the Woolclassers' Weekly Minimum Wages
for 1 - 4 stands = \$

SCHEDULE D

Calculation from Formula upon which shearing rates of pay are based for employees covered by Division A - Wage Rates.

SHEARERS FORMULAE

		\$
Total Rate		362.20
Plus 20% piecework allowance - total rate x 20%		72.44
Plus 20% casual loading - total rate x 20%		72.44
Plus shearing industry allowance:		170.20
- delays for wet weather	31.10	
- travelling	49.10	
- isolation and discomfort	60.00	
- rations	30.00	
Total		\$677.28
Rates for 100 conversion - total divided by 5	135.46	
Plus disability allowance	1.00	
Plus allowance for combs/cutters	10.20	
Total Rate Per 100		\$146.66
Plus payment for handpiece	2.50	149.16

CRUTCHING RATES	Per 100 \$
Crutching between the legs:	
- 20% of shearers per 100 rate	29.33
Full Crutching:	
- 145% of crutching between legs rate	42.53
Wigging or ringing:	
- 55% of crutching between legs rate	16.13
Wigging or ringing in addition:	
- 15% of crutching between legs rate	4.40
Wigging and ringing:	
- 90% of crutching between legs rate	26.40
Wigging and ringing in addition:	
- 25% of crutching between legs rate	7.33
Cleaning bellies, etc:	
- 12.5% of crutching between legs rate	3.67
Handpiece allowance (per 100)	0.84

Daily Rate	Handpiece Provided \$	Handpiece Not Provided \$
Not found Old daily rate x shearers rate per 100 divided by old shearers rate per 100	109.59	111.46
Found Not found rate less found deduction	94.32	96.19
Learners	Per run \$	
Inexperienced adult shed hand rate	25.89	
Experienced adult shed hand rate	27.29	
Combs and Cutters Allowance	Per Week \$	
62.25% of shearers combs and cutters allowance per 100	6.35	

SHEARING COOK'S FORMULA

Base rate	321.30	
Supplementary payment (2nd minimum rate adjustment)	31.00	
Total Rate		352.30
Plus 20% casual loading - total rate x 20%		70.46
Plus 20% long hours allowance - total rate x 20%		70.46
Plus shearing industry allowance		109.10
- travelling	49.10	
- isolation/discomfort	60.00	
Total		602.32
Daily rate - total divided by 5	120.46	
Per man per day rate - daily rate divided by 13	9.27	

SHED HANDS (ADULT) FORMULA

With less than 65 work days experience		
Base rate	262.90	
Supplementary payment (2nd minimum rate adjustment)	26.70	
Total rate		289.60
Plus 20% casual loading - new base wage x 20%		
Plus shearing industry allowance		57.92
- delays for wet weather	31.10	
- travelling	49.10	
- isolation/discomfort	60.00	
- rations	30.00	
Total		517.72
Per Run	25.89	
With more than 65 work days experience		
Base rate	284.80	
Supplementary payment (2nd minimum rate adjustment)	28.28	
Total rate		313.08
Plus 20% casual loading - new base wage x 20%		
Plus shearing industry allowance		62.92
- delays for wet weather	31.10	
- travelling	49.10	
- isolation/discomfort	60.00	
- rations	30.00	
Total		545.90
Per Run	27.29	

JUNIORS

18 - 20 years:

With 65 work days or more experience as a shed hand - 90% of equivalent adult rate	24.57
With less than 65 work days or more experience as a shed hand - 90% of equivalent adult rate	23.30

Under 18 years:

With 65 work days or more experience as a shed hand - 70% of equivalent adult rate	19.11
With less than 65 work days or more experience as a shed hand - 70% of equivalent adult rate	18.12

WOOLPRESSER'S FORMULA

	\$ Piecework	\$ Timework
Base Rate	314.80	306.80
Supplementary payment (2nd minimum rate adjustment)		29.88
Total	314.80	336.68
Plus 20% piecework allowance - total rate x 20%	62.96	
Plus 20% casual loading - total rate x 20%	62.96	67.34
Plus shearing industry allowance	170.20	170.20
- delays for wet weather	31.10	
- travelling	49.10	
- isolation/discomfort	60.00	
- rations	30.00	
Total Per Week	610.92	574.22
Per Run - total divided by 20		28.71
- By hand - per bale - total divided by 70	8.73	
- By hand - per bale - rate divided by 152.4	0.0573	
- By power - per bale - by hand per bale rate x 2/3	5.82	
- By power - per kilo - rate divided by 152.4	0.0382	

ADDITIONAL RATES

	Per Day \$
Found deduction - cooks per man per day rate plus \$6.00 for rations	15.27
Breakdown allowance - old rate x shearers rate per 100 divided by old shearers rate per 100	
- Not found - handpiece provided	88.29
- handpiece not provided	89.80
- Found - handpiece provided	73.02
- handpiece not provided	74.53
Waiting time - old rate x shearers rate per 100 divided by old shearers rate per 100	88.29
Absence from work - shearers weekly wage equivalent (rate per 100 x 5)	677.28