

(4355.) CANTERBURY MUSTERERS AND PACKERS.—AWARD.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the Canterbury Agricultural and Pastoral Labourers' Industrial Union of Workers (hereinafter called "the union") and the Canterbury Sheepowners' Industrial Union of Employers (hereinafter called "the employers").

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard the employers by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award:—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, con-

ditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 3rd day of July, 1916, and shall continue in force until the 3rd day of July, 1918, and thereafter as provided by subsection (1) (d) of section 90 of the Industrial Conciliation and Arbitration Act, 1908.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 20th day of June, 1916.

T. W. STRINGER, Judge.

#### SCHEDULE.

##### *Wages of Musterers and Packers.*

1. (a.) Musterers when employed to muster sheep for any purpose shall be paid not less than 12s. 6d. per day if engaged for less than a week, and £2 10s. per week if engaged for a week or more, with an additional payment in the last-mentioned case of 12s. 6d. for any Sunday on which any musterer shall be required to do any mustering.

(b.) Any musterer required to do any snow-raking shall be paid £1 per day while engaged in such work.

(c.) Packers employed in connection with mustering shall be paid not less than £2 per week.

##### *Youths.*

2. (a.) Youths may be employed to learn mustering at not less than the following rates, in addition to board and lodging: For the first year, £1 2s. 6d. per week; for the second year, £1 7s. 6d. per week.

(b.) The proportion of learners to adult musterers shall not be more than one to four or fraction of first four.

##### *Sleeping-accommodation.*

3. In all cases where it is reasonably practicable musterers and packers shall be provided by employers with good dry sleeping-accommodation on the hills, and provision shall be made for the protection of all bedding from wet during transit and while in use.

##### *Food.*

4. Sufficient food of good quality (including butter) shall be supplied to musterers and packers by employers.

##### *Matters in Dispute.*

5. If any question shall arise in connection with the provisions of this award, or as to any matter not provided for by this award, such question shall be settled by agreement between the particular

employer concerned and the local representative of the union appointed for that purpose, and in default of any such agreement the question shall be determined by the Stipendiary Magistrate of the district in which the same shall have arisen. Pending the settlement of any such question work shall go on as usual, and the settlement or decision may be made to operate retrospectively.

*No Discrimination.*

6. Employers shall not, in the engagement or dismissal of their workers, discriminate against members of the union, nor in the conduct of their business do anything for the purpose of injuring the union whether directly or indirectly.

7. When members of the union and non-members are employed together there shall be no distinction between them, and both shall work together in harmony and under the same conditions, and shall receive equal pay for equal work.

*Exemption of Regular Farm and Station Hands.*

8. The provisions of this award shall not apply to any worker who is employed regularly as a farm or station hand, and who assists in mustering or who does packing for mustersers.

*Term of Award.*

9. This award shall come into force on the 3rd day of July, 1916, and shall continue in force until the 3rd day of July, 1918.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 20th day of June, 1916.

\_\_\_\_ T. W. STRINGER, Judge.

MEMORANDUM.

This award provides certain increases of wages for mustersers and packers, but in all other respects embodies the terms of the old award.

\_\_\_\_ T. W. STRINGER, Judge.