

(5526.) OTAGO AND SOUTHLAND MUSTERERS, PACKERS, AND
DROVERS.—AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland 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 Otago and Southland Shepherds, Musterers, and Drivers' Industrial Union of Workers (hereinafter called "the union") and the under-mentioned persons, firms, and companies (hereinafter called "the employers") :—

Otago and Southland Sheepowners' Industrial Union of Employers (A. S. Cookson, Secretary, Crawford Street, Dunedin).

Abattoirs, Invercargill.

Ainge, W. G. H., Sheep-farmer, Stoneburn.

Allan, Dr. S. G., Sheep-farmer, Pembroke.

Armour, A. B., Farmer, Gimmerburn.

Baird, Andrew, Farmer, Collingwood, Southland.

Baird, W., jun., Farmer, East Invercargill.

Baird, W., sen., Farmer, East Invercargill.

Begg, James, Sheep-farmer, Clinton.

Bissett, Alexander, Sheep-farmer, care of Lorne Post-office, Southland.

Blatch, Henry, Runholder, Lynwood, Te Anau, Southland.

Bond, W. M., Farmer, Argyle Station, Waikaia.

Brass, H. G., Farmer, 121 Nees Street, Invercargill.

Breen, James, Farmer, Conical Hills, Pomahaka.

Burk, W. J., Sheep-farmer, Five Rivers, Lumsden.

Cameron Bros., Station-owners, Kurow.

Cameron, Hugh, Station-owner, Aviemore, Kurow.

Campbell, A. J. M., Farmer, Kyeburn.

- Carswell and Co. (Limited), Stock Agents, Invercargill.
 Chapman, A. H., Farmer, Kurow.
 Coyle, J., Farmer, Kyeburn.
 Creighton, S. Duke, Sheep-farmer, Lake Wakatipu.
 Cunningham, Henry, Farmer, Winton, Southland.
 Curran, William, West Plains, Southland.
 Dalgety and Co. (Limited), Stock Agents, Dunedin.
 Don, Mrs. Margaret, Sheep-farmer, Omarama.
 Donald, James Gray, Dealer, Wallacetown, Southland.
 Dunedin City Council, Dunedin.
 Edie, John, and Sons, Farmers, Glencoe Station, Arrowtown.
 Fraser and Mathew, Sheep-farmers, Ringway, Allanton,
 Southland.
 Gardner, James C., Sheep-farmer, Clifden, Southland.
 Hamilton, J. R., and Co., Stock Agents, Winton, Southland.
 Henderson and Co. (Limited), Stock Agents, Invercargill.
 Hunter Bros. and Rice, Stock Agents, Wyndham, Southland.
 Jopp, Robert, Manager, Moutere Station, Chatto Creek.
 King, James, Manager, Blackmount Station, Otautau, South-
 land.
 Kirk and Co. (Limited), Wool-merchants, Invercargill.
 McCaughan, Archie, Manager, Ben Nevis Station, via Inver-
 cargill.
 McGregor, W. J. A., Runholder, Birchwood.
 McIntyre, G. and A., Farmers, Tussock Creek.
 McKenna, Peter, Agent, Winton, Southland.
 McKenzie, Finlay, Sheep-farmer, Beaumont.
 McKenzie, John, Sheep-farmer, Queenstown.
 McKenzie, Peter, and Co., Sheep-farmers, Glenorchy.
 McNair, Mrs. John, Runholder, Omarama.
 Manager, Mount Pisa Station, via Cromwell.
 Matheson, Robert, Runholder, Greenvale Station, Fairlight.
 Matthews, Alfred, Farmer, Benmore.
 Mills, J. R., and Sons, Auctioneers, Riverton, Southland.
 Morrison, J. T., Timarau Station, Hawea Flat.
 Munro, H. J. B., Runholder, Kurow.
 Munro, M. A., Sheep-farmer, Kurow.
 Munro, T. A., Runholder, Omarama.
 National Mortgage and Agency Company of New Zealand
 (Limited), Stock Agents, Dunedin.
 New Zealand Loan and Mercantile Agency Company (Li-
 mited), Stock Agents, Dunedin.
 Oamaru Saleyards Company, Oamaru.
 Otago Farmers' Co-operative Association of New Zealand
 (Limited), Stock Agents, Dunedin.
 Otago Farmers' Union (H. Mitchell, Secretary, High Street,
 Dunedin).
 Patterson, R., and Sons, Farmers, Ayer Creek, Queenstown.
 Patterson, R. M., Sheep-farmer, Mount Aurum Station,
 Arrowtown.

- Patterson, W., and Son, Sheep-farmers, Arrowtown.
 Price, F. A., Sheep-farmer, Waikiwi, Southland.
 Reid, Alexander, Manager Estate of McNab, Knapdale, Gore.
 Reid, John, and Sons (Limited), Auctioneers, Dunedin.
 Reid, W. and N., Sheep-farmers, Woodside.
 Russell, Robert, Stock-dealer, care of Lorne Post-office,
 Southland.
 Smith, R. K., Manager, Sheep Station, Tarras, via Crom-
 well.
 Southland Farmers' Co-operative Association (Limited), Stock
 Agents, Invercargill.
 Spain, S., Sheep-farmer, Clyde.
 Spain, W. H., Runholder, Clyde.
 Sutherland, A. D., Station-owner, Omarama.
 Sutherland, J., Station-manager, Benmore, Omarama.
 Taylor, James, Dealer, Waikiwi, Southland.
 Ward, J. G., and Co. (Limited), Stock Agents, Invercargill.
 Watson, J. E., and Co. (Limited), Stock Agents, Invercargill.
 Wordsworth, John, Sheep-farmer, Warwick Downs, South-
 land.
 Wright, Stephenson, and Co. (Limited), Stock Agents, Dun-
 edin.

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

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that 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 1st day of January, 1920, and shall continue in force until the 1st day of January, 1922, 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 19th day of December, 1919.

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 16s. per day if engaged for less than a week, and £3 5s. per week if engaged for a week or more, with an additional payment of 16s. for any Sunday on which they shall be required to do any mustering.

(b.) Packers employed in connection with mustering shall be paid not less than £3 per week.

(c.) Any musterer or packer required to do snow-raking shall be paid £1 5s. per day while engaged in such work.

(d.) Musterers required to travel more than ten miles to a situation shall be paid for such travelling one day's pay.

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 10s. per week; and for the second year, £2 per week.

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

Conditions.

3. (a.) In each case food of good quality and sufficient quantity shall be provided by the employer.

(b.) 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 proper provision shall be made by oil-sheets or otherwise for the protection of all bedding from wet during transit.

Drovers.

4. Drovers shall be paid not less than £1 per day and all necessary expenses.

Exemption of Permanent Hands.

5. 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 does packing for musterers.

Scope of Award.

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

Term of Award.

7. This award shall come into force on the 1st day of January, 1920, and shall continue in force until the 1st day of January, 1922.

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 19th day of December, 1919.

T. W. STRINGER, Judge.

MEMORANDUM.

In this award the Court has fixed minimum rates for musterers, packers, and drovers. It was not, however, able to fix rates for married couples, as requested by the union, as the terms of employment of such workers were shown to be of such varied character as to make it impracticable to do so. The Court has also exempted permanent farm and station hands from the provisions of the award.

The rates of pay fixed for the workers covered by the award are substantially in advance of those fixed by the award relating to the same workers now in force in the Canterbury District. Mr. McCullough thinks that the rate for packers should have been £3 5s. The majority of the Court, however, were unable to agree to this, as they consider that the work of the packer varies so greatly, according to the nature of the country on which the work is done, that it would in many cases operate unfairly against a certain class of employers if the minimum rate was increased beyond £3 per week. The Court has not inserted any preference clause, as it considers that the circumstances under which these workers are engaged render such a clause unworkable. It is, however, to be noted that in the Shearers' awards no preference to unionists is granted.

T. W. STRINGER, Judge.