

(7896.) 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 Drovers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Abattoirs, Invercargill.

Ackland, L. G. D., Cecil Peak, Sunnyside, Queenstown.

Acton Adams, R., Wilden Station, Heriot.

Beattie, John, Cambrian.

Boyd, Thomas, jun., Fairlight.

Blatch, H. F., Linwood Station, Lumsden.

Buckland, Mrs. Annie (care of J. M. Nicol), Waikouaiti.

Cameron Bros., Kurow.

Cameron, D. A. (estate of), Glenfalloch Station, Nokomai.

Cameron, Hugh, Avacon Station, Kurow.

Carswell and Co. (Limited), Stock Agents, Invercargill.

- Christie, Alexander, and Sons, Inverloch, Waikaia.
 Cockburn and Sons, Mararoa Station, Lumsden.
 Cotton, Robert, and Son, Waipori Station, Waipori.
 Dalgety and Co., Stock Agents, Dunedin.
 Denny and Swift, Cainard Station, Fairlight.
 Donald, James Gray, Dealer, Wallacetown, Southland.
 Dunedin City Council, Dunedin.
 Dunery, James, Rock and Pillar, Otago Central.
 Gibson and Henderson, Morven Hills, Otago.
 Goodger, James, Lindas Pass, Tarras.
 Hamilton, J. R., and Co., Stock Agents, Winton.
 Henderson and Co. (Limited), Stock Agents, Invercargill.
 Hudson, G. R., Longslip, Omarama.
 Hunter Bros. and Rice, Stock Agents, Wyndham.
 Hyde, Frank G., Tarras.
 Jardine, Dickson, Glencoe Station, Arrowtown.
 Jenkins, J., Tarras.
 Jopp, Robert, Manager, Moutere Station, Chatto Creek.
 Kain Bros., Beaumont Station, Beaumont.
 King, R. J., Burwood Station, Lumsden.
 Kirk and Co. (Limited), Wool-merchants, Invercargill.
 McGregor, W. J. A., Mount Linton, Post-office, Birchwood.
 McKellar Bros., Glenure, Balfour.
 McKenna, Peter, Agent, Winton.
 McKenzie, Hugh, and Sons, Queenstown.
 MacKenzie, M. J. S. (executors of), (S. Andrews, Manager),
 Kyeburn Station, Kyeburn.
 McLean, J. A., and Sons, Blackmount, Southland.
 Mills, J. R., and Sons, Auctioneers, Riverton.
 National Mortgage and Agency Company of New Zealand
 (Limited), Stock Agents, Dunedin.
 New Zealand Loan and Mercantile Agency Company (Limited),
 Stock Agents, Dunedin.
 Nicholls, Joseph C., Fair Place, Riversdale.
 Nichols, A. C., Kuriheka, Maheno.
 Nimmo and Gow (private bag), Rocklands Station, Dunedin.
 Oamaru Saleyards Company (Limited), Oamaru.
 Otago and Southland Sheepowners' Industrial Union of
 Employers, Crawford Street, Dunedin.
 Otago Farmers' Co-operative Association of New Zealand
 (Limited), Stock Agents, Dunedin.
 Otago Farmers' Union (H. Mitchell, Secretary), High Street,
 Dunedin.
 Paterson, W., and Sons, West Dome, Mossburn.
 Pinckney and Co., Glenary Station, Waikaia.
 Preston, Joseph, care of J. L. Preston, Longlands Station,
 Kyeburn.

- Rayne, W., Quailburn Run, Benmore Post-office, Kakanui.
 Scaife, W. A., Glendhu, Pembroke.
 Scoular, A. C., Matakanui Station, Omakau.
 Southland Farmers' Co-operative Association (Limited), Stock
 Agents, Invercargill.
 Spain, S. T., Earscleugh Station, Box 22, Clyde.
 Te Anau Downs Station, care of Manager, Lumsden.
 The Redcliffe Runs Association, Redcliffe Station, Otautau.
 Thorp, B. (A. Taylor, Manager), Moa Flat Downs, Heriot.
 Turnbull, R. C., Lawrence.
 Ward, J. G., and Co. (Limited), Stock Agents, Invercargill.
 Wardell Bros., Omarama.
 Wright and Co., Argyle Station, Waikaia.
 Wright, Stephenson, and Co. (Limited), Stock Agents, Dunedin.
 Yardley, R., and Son, Moa Flat, Heriot.
 Young, D. (per J. M. Miller, Manager), Coronet Peak Station,
 Queenstown.

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

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 10th day of November, 1924, and shall continue in force until the 10th day of November,

1926, 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 affixed, and the Judge of the Court hath hereunto set his hand this 23rd day of October, 1924.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Wages of Musterers and Packers.

1. (a.) Musterers when employed to muster sheep for any purpose shall be paid not less than £4 2s. 6d. per week if engaged by the week, and not less than 17s. per day if engaged by the day. Musterers engaged by the week shall receive an additional payment of 17s. for any Sunday on which they are required to do any mustering.

(b.) Packers employed in connection with mustering shall be paid not less than £3 7s. 6d. per week if engaged by the week, and not less than 15s. 6d. per day if engaged by the day.

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

Youths.

2. Youths may be employed to learn mustering at not less than the following rates in addition to their board and lodging: For the first year, £1 10s. per week; for the second year, £2 per week.

Conditions.

3. (a.) In all the above cases food of good quality and sufficient quantity, including butter and jam, shall be provided by the employer.

(b.) In all cases where it is reasonably practicable, musterers and packers shall be provided by the 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.

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

Drovers' Wages.

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

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 10th day of November, 1924, and shall continue in force until the 10th day of November, 1926.

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 23rd day of October, 1924.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

No recommendations were filed in this dispute. The Court has included a number of stock and station agents in the list of parties, but it is to be understood that they are bound by the award only when contracting as principals. When they contract as agents the award has no effect, the person bound being the principal for whom the agent is acting.

[L.S.]

F. V. FRAZER, Judge.