

(10678.) 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, 1925; and in the matter of an industrial dispute between the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Otago and Southland Sheepowners' Industrial Union of Employers,
20 Crawford Street, Dunedin

Ackland, L. G., Cecil Peak, Sunnyside, Queenstown
Beattie, John, Cambrian
Begg, Jas., 20 Crawford Street, Dunedin
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., Ltd., Stock Agents, Invercargill
Chartres, John, Te Anau Down Station, Lumsden
Christie, Alexander, and Sons, Inverloch, Waikaia
Cockburn and Sons, Mararoa Station, Lumsden
Cotton, Robert, and Son, Waipori Station, Waipori
Dalgety and Co., Ltd., Stock Agents, Dunedin
Dunedin City Council, Dunedin
Dunery, James, Rock and Pillar, Otago Central
Gibson, Hector, Morven Hills, Tarras
Goodger, James, Lindas Pass, Tarras
Henderson and Co., Ltd., Stock Agents, Invercargill
Hudson, G. R., Palmerston
Hyde, Frank, G., Tarras
Jardine, Dickson, Kawarau Falls, Queenstown
Jenkins, J., Tarras
Jopp, Robert (Manager), Moutere Station, Chatto Creek
Kain Bros., Beaumont Station, Millers Flat
McGregor, W. J. A., Mount Linton, Ohai
McKellar Bros., Glenure, Balfour
McKenzie, Hugh and Sons, Queenstown
MacKenzie, M. J. S. (Executors of) (S. Andrews, Manager),
Kyeburn Station, Kyeburn
Mills, J. R., and Sons, Auctioneers, Riverton
National Mortgage and Agency Company of New Zealand, Limited,
Stock Agents, Dunedin
Nicholls, Joseph, C., Fair Place, Riversdale
Nichols, A. C., Kuriheka, Maheno
Gow, John, Rocklands Station, R.D. Outram
Oamaru Saleyards Co., Ltd., Oamaru
Otago Farmers' Co-operative Association of New Zealand, Ltd.,
Stock Agents, Dunedin
Paterson, W., and Sons, West Dome, Mossburn
Pinckney and Co., Glenary Station, Waikaia
Preston, S., and Sons, Lonlands 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 Ltd., Stock Agents,
 Invercargill
 Spain, S. T., Earnsclough Station, Box 22, Clyde
 The Redcliffe Run Association, Redcliff Station, Otautau
 Throp, B. (Estate of), Moa Flat Downs, Heriot
 Ward, J. G., and Co., Stock Agents, Invercargill
 Wardell Bros., Omarama
 Wright and Co., Argyle Station, Waikaia
 Wright, Stephenson and Co., Ltd., Stock Agents, Dunedin
 Yardley, R., and Son, Moa Flat, Heriot

and

The Otago and Southland Shepherds, Musterers, and Drivers'
 Industrial Union of Workers (hereinafter called "the union").

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 as hereinafter provided, and shall continue in force until the 30th day of June, 1937, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

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 19th day of October, 1934.

[L.S.]

A. W. BLAIR, Judge.

SCHEDULE.

Wages.

1. (a) Musterers when employed to muster sheep for any purpose shall be paid not less than £2 13s. 6d. per week if engaged by the week, and not less than 13s. 6d. per day if engaged by the day. Musterers engaged by the week shall receive an additional payment of 12s. 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 £2 3s. per week if engaged by the week, and not less than 9s. per day if engaged by the day. Packers engaged by the week shall receive an additional payment of 8s. for any Sunday on which they are required to shift camp.

(c) Any musterer or packer required to do snow-raking shall be paid £1 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 2s. 6d. per week; for the second year, £1 10s. 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 employer 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 17s. 6d. per day, not found, 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.

Under-rate Workers.

6. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker

after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the workers' capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Scope of Award.

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

Term of Award.

8. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of October, 1934, and, so far as all the other conditions of this award are concerned, it shall come into force on the day of the date hereof; and this award shall continue in force until the 30th day of June, 1937.

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 October, 1934.

[L.S.]

A. W. BLAIR, Judge.

MEMORANDUM.

The only matter referred to the Court was the date of the coming into force of the award. The Court has inserted an under-rate workers' clause as required by the provisions of section 99 of the Act. In other respects the award embodies the recommendation of the Conciliation Council, which the parties agreed to accept.

A. W. BLAIR, Judge.