

**NEW ZEALAND DROVERS AND SOUTH ISLAND MUSTERERS,
PACKERS, AND SNOW-RAKERS.—AWARD.**

[Filed in the Office of the Clerk of Awards, Wellington.]

In the Court of Arbitration of New Zealand, Northern, Taranaki, Wellington, Marlborough, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the New Zealand Workers' Industrial Union of Workers (hereinafter called "the union") and the under-mentioned union, persons, firms, and companies (hereinafter called "the employers") :—

The New Zealand Sheep-owners' Industrial Union of Employers
(W. H. Nicholson, Secretary), 90 Hereford Street, Christchurch.
Abraham and Williams, Ltd., Palmerston North.
Addington Sale Yards Co., Addington, Christchurch.
Armstrong, F., Akitea.
Auckland Farmers' Freezing Co., Ltd., Auckland.
Borthwick, Thomas, and Sons (Aust.), Ltd., Masterton.
Canterbury Frozen Meat Co., Ltd., Christchurch.
Carswell and Co., Ltd., Invercargill.
City Abattoirs, Sockburn, Christchurch.
Clouston and Pyne, Blenheim.
Cox, T., Stock-dealer, Ashburton.
Dalgety and Co., Ltd., Wellington.

- De Pelichet, McLeod, and Co., Ltd., Hastings.
 Duncan, Thomas A., Hunterville.
 Duncan, W. McA., Ruanui, Mataroa.
 Dunedin City Council, Dunedin.
 Fantham, F. C., 77 Wickstead Street, Wanganui.
 Farmers' Auctioneering Co., Ltd., Auckland.
 Farmers' Co-operative Organization Society of New Zealand, Ltd.,
 Hawera.
 Fletcher, W. and R., Ltd., Taumarunui.
 Fox, A., Thames Street, Oamaru.
 Gisborne Refrigerating Co., Ltd., Gisborne.
 Goulter Bros., "Bairich," Blenheim.
 Gussett, A., Victoria Avenue, Wanganui.
 Hawke's Bay Farmers' Co-operative Association, Hastings.
 Hawke's Bay Farmers' Meat Co., Ltd., Hastings.
 Harris, J., Clive, Hawke's Bay.
 Harris, L. E., Stock-dealer, Box 315, Napier.
 Harris, L., Whangerangi, Green Meadows, Hawke's Bay.
 Hazlett Bros., "The Key," Lumsden, Southland.
 Hoadley, Son, and Stewart, Hastings.
 Jackson, Freeman R., and Co., Ltd., Wanganui.
 Johnston and Co., Ltd., Taupo Quay, Wanganui.
 Kinley, R., Blakett Street, Rangiora.
 Levin and Co., Ltd., Wellington.
 Lister, T., St. Andrews, Canterbury.
 Manawatu and West Coast Live-stock Auctioneers' Association
 (P. L. Sim, Secretary), Post-office Box 255, Palmerston North.
 Matson and Co., Christchurch.
 Mills, J. R., and Sons, Riverton.
 Murray, Roberts, and Co., Wellington.
 National Mortgage and Agency Co., 144 Hereford Street, Christchurch.
 Nelson's (N.Z.), Ltd., Hastings.
 Newton King, Stratford.
 New Zealand Farmers' Co-operative Association of Canterbury, Christ-
 church.
 New Zealand Live-stock Auctioneers' and Agents' Association, Post-
 office, Box 1519, Wellington.
 New Zealand Loan and Mercantile Agency, Ltd., Wellington.
 New Zealand Refrigerating Co., Ltd., Christchurch.
 North and South Island Freezing Companies' Association (C. Wilkin,
 Secretary), Post-office Box 129, Christchurch.
 North Auckland Farmers' Co-operative, Ltd., Whangarei.
 North Canterbury Freezing Co., Ltd., Kaiapoi, Canterbury.
 Oamaru Sale Yards Co., Ltd., Oamaru.
 Otago Farmers' Co-operative Association of New Zealand, Ltd.,
 Dunedin.
 Pyne, Gould, Guinness, and Co., Ltd., Christchurch.
 Richmond, W., Queen Street, Hastings.
 Riddiford, Daniel H. S., Featherston.
 Riddiford, E. L., Orongorongo, Lower Hutt.
 Riddiford, V. (Estate of), Woburn Road, Lower Hutt.
 Rutherford, A. D., Mount Gladstone, Blenheim.
 Sims, Cooper, Ltd., Christchurch.
 Snushall, S., Waverley.

Southland Farmers' Co-operative Association, Ltd., Invercargill.
 Turner, H., Tokirima, Taranaki.
 Waitaki Farmers' Freezing Co., Ltd., Oamaru.
 Wakelin and Co., Whangarei.
 Ward, J. G., and Co., Invercargill.
 Webb, Joseph, Kiwi Street, Taihape.
 White, Tony, St. Aubins Street, Hastings.
 Williams and Kettle, Ltd., Napier.
 Wright, Stephenson, and Co., Ltd., Wellington.
 Yule, R., Hastings.

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 31st day of July, 1939, 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 5th day of September, 1938.

[L.S.]

W. J. HUNTER, Judge.

SCHEDULE.

Musterers' Wages.

1. (a) Musterers when employed to muster sheep for any purpose shall be paid not less than £4 15s. per week if engaged by the week, and not less than £1 per day if engaged by the day. Musterers engaged by the week shall receive an additional payment of £1 for any Sunday on which they are required to do any mustering, and musterers engaged by the day shall be paid for all days from the date of their commencing work until the completion of the period of employment. A musterer engaged by the day shall receive the daily rate for any Sunday on which he is required to do mustering.

(b) Packers employed in connection with mustering shall be paid not less than £4 per week if engaged by the week, and not less than 17s. 6d. per day if engaged by the day. Packers engaged by the week shall receive an additional payment of 17s. 6d. 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 7s. 6d. 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:—

	Per Week.		
	£	s.	d.
First year	1	12	6
Second year	2	5	0
Thereafter, the full adult wage.			

Conditions for Musterers.

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 one day's pay for such travelling.

Drovers' Wages.

4. (a) Drovers shall be paid not less than £1 8s. per day not found, and any necessary expenses incurred on behalf of the employer shall be refunded.

(b) Any drover required to travel more than twenty-eight miles in any one day, either to lift stock or to return at the end of a drive, shall be paid at the rate of 1s. per mile for each mile over twenty-eight, in addition to his daily rate of pay.

(c) Any drover required to travel more than twelve miles to lift stock, or return more than twelve miles after delivery of stock, shall receive 1s. per mile for every mile or part thereof beyond the twelve miles travelled.

This clause shall apply only where a full stage is driven the same day as the stock is lifted.

Short Drives.

5. When drovers are engaged on short drives the following rates shall apply: For the first hour or part thereof 5s., and for each additional hour or part thereof, up to five hours 4s. per hour. All drives occupying more than five hours shall be paid for at the full daily rate of pay, time to be taken from the lifting of the stock until delivery at its destination.

North Island Mustering.

6. Drovers in the North Island when engaged on a casual daily basis to muster stock shall be paid the drovers' daily rate as specified in clause 4 hereof, but when rations and accommodation are provided by the employer the rate shall be reduced by 4s. per day.

Conditions.

7. The provisions of this award shall not apply to any worker who is employed regularly as a farm or station hand.

Posting of Award.

8. A copy of this award shall be posted up by the employers in a conspicuous place accessible to all workers.

Workers to be Members of Union.

9. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Under-rate Workers.

10. (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 worker's 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.

11. This award, in so far as it applies to drovers, shall apply to all industrial districts throughout New Zealand, and so far as it applies to musters, packers, and snow-rakers it shall apply to the industrial districts of the South Island only.

Term of Award.

12. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of August, 1938, 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 31st day of July, 1939.

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 5th day of September, 1938.

[L.S.]

W. J. HUNTER, Judge.

MEMORANDUM.

The only matter referred to the Court related to under-rate workers. In other respects the award embodies the recommendations arrived at by the assessors in Conciliation Council.

The parties in Conciliation Council agreed that it is impossible to regulate working-hours in the industry, and have added an extra amount to the rates provided under the 1931 award in order to meet the requirements of the industry in this respect.

W. J. HUNTER, Judge.
