

**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 its amendments; and in the matter of an industrial dispute between the New Zealand Workers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned unions, persons, firms, and companies (hereinafter called "the employers") :—

New Zealand Sheepowners' Industrial Union of Employers, P.O. Box 872, Christchurch.

New Zealand Agricultural and Related Farmers' Industrial Union of Employers, 31-33 Johnston Street, Wellington.

New Zealand Dairy Farmers' Industrial Union of Employers, 31-33 Johnston Street, Wellington.

Abraham and Williams, Ltd., Palmerston North.

Addington Sale Yards Co., Addington, Christchurch.

Armstrong, F., Akitea.

Borthwick, Thomas, and Sons (Aust.), Ltd., Masterton.

Clouston and Pyne, Blenheim.

City Abattoirs, Sockburn, Christchurch.

Canterbury Frozen Meat Co., Ltd., Christchurch.

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.

Farmers' Co-operative Organization Society of New Zealand, Ltd., Hawera.

Farmers' Auctioneering Co., Ltd., Auckland.

Fantham, F. C., 77 Wicksteed Street, Wanganui.

Fox, A., Thames Street, Oamaru.

Gisborne Refrigerating Co., Ltd., Gisborne.

Gussett, A., Victoria Avenue, Wanganui.

Goulter Bros., "Bairich," Blenheim.

Hawke's Bay Farmers' Co-operative Association, Hastings.

Hawke's Bay Farmers' Meat Co., Ltd., Hastings.

Harris, L., Whangerangi, Greenmeadows, Hawke's Bay.

Harris, L. E., Stock-dealer, Box 315, Napier.

Harris, J., Clive, Hawke's Bay.

Hoadley, Son, and Stewart, Hastings.

Hazlett Bros., "The Key," Lumsden, Southland.

Jackson, Freeman R., and Co., Ltd., Wanganui.

Johnston and Co., Ltd., Taupo Quay, Wanganui.

Kinley, R., Blackett Street, Rangiora.

Levin and Co., Ltd., Wellington.

Lister, T., St. Andrews, Canterbury.

Manawatu and West Coast Live-stock Auctioneers' Association (P. L. Sim, Secretary), P.O. Box 255, Palmerston North.

Murray, Roberts, and Co., Wellington.

Matson and Co., Christchurch.

Mills, J. R., and Sons, Riverton.
 Newton King, Ltd., Stratford.
 New Zealand Live-stock Auctioneers' and Agents' Association, P.O.
 Box 1519, Wellington.
 New Zealand Refrigerating Co., Ltd., Christchurch.
 New Zealand Loan and Mercantile Agency, Ltd., Wellington.
 North Auckland Farmers' Co-operative, Ltd., Whangarei.
 Nelson's (N.Z.), Ltd., Hastings.
 New Zealand Farmers' Co-operative Association of Canterbury,
 Christchurch.
 National Mortgage and Agency Co., 144 Hereford Street, Christ-
 church.
 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, V. (Estate of), Woburn Road, Lower Hutt.
 Riddiford, E. L., Orongorongo, Lower Hutt.
 Riddiford, Daniel H. S., Featherston.
 Rutherford, A. D., Mount Gladstone, Blenheim.
 Sims, Cooper, Ltd., Christchurch.
 Snushall, S., Waverley.
 Southland Farmers' Co-operative Association, Ltd., Invercargill.
 Turner, H., Tokirima, Taranaki.
 Williams and Kettle, Ltd., Napier.
 Wright, Stephenson, and Co., Ltd., Wellington.
 Wakelin and Co., Whangarei.
 White, Tony, St. Aubins Street, Hastings.
 Webb, Joseph, Kiwi Street, Taihape.
 Waitaki Farmers' Freezing Co., Ltd., Oamaru.
 Ward, J. G., and Co., Invercargill.
 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, 1941, 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 11th day of November, 1940.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE.

Musterers' Wages.

1. (a) Musterers, when employed to muster sheep for any purpose, shall be paid not less than £5 per week, if engaged by the week, and not less than £1 1s. per day, if engaged by the day. Musterers engaged by the week shall receive an additional payment of £1 1s. 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 4s. per week if engaged by the week, and not less than 19s. per day if engaged by the day. Packers engaged by the week shall receive an additional payment of 19s. 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 10s. per day while engaged in such work.

(d) Reasonable shelter for dogs shall be provided at homesteads and, where practicable, at hill country camps also.

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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 15 | 0 |
| Second year | .. | .. | .. | 2 7 | 6 |
| 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 10s. 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 ten miles to lift stock or return more than ten miles after delivery of stock shall receive 1s. per mile for every mile or part thereof beyond the ten miles travelled.

This subclause 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, 6s.; and for each additional hour or part thereof up to five hours, 4s. 3d. 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.

Prompt Payment of Wages due.

6. A penalty of 10 per cent. shall be added to all wages not paid within fourteen days following receipt of the account by the employer.

North Island Mustering.

7. 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.

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

Posting of Award.

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

Payment of Subscription on Worker's Order.

10. The employer shall on receipt of a stamped order duly signed by each respective worker, deduct from such worker's wages the union's annual subscription and forward the amount to the branch secretary, New Zealand Workers' Union, as indicated on the order form, within seven days from the date the employer or his agent receives the worker's signed order.

Transaction of Union Business.

11. Reasonable facilities shall be given by the employer or his agent to the union's organizer or other official of the union to enable him to transact all business of the union.

Workers to be Members of the Union.

12. Every worker employed within the scope of this award shall become a financial member of the New Zealand Workers' Union. Reasonable facilities shall be given to all such workers to become members of the New Zealand Workers' Union, and upon the visit of the official organizer or other accredited official of the union each worker shall pay his union contribution by cash or order on his employer. Any worker refusing to become a member shall be summarily dismissed in accordance with the requirements of the preference to unionists legislation.

Application of Award.

13. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer who, not being an original party hereto, is, when this award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial districts to which this award relates.

Scope of Award.

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

Term of Award.

15. This award, in so far as it relates to wages, shall be deemed to have come into force on the 12th day of August, 1940, 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, 1941.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge hath hereunto set his hand, this 11th day of November, 1940.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM.

This award embodies the recommendations arrived at by the assessors in Conciliation Council. Wages have been made payable retrospectively in accordance with the agreement of the parties.

Clause 12 is not strictly in accordance with statutory requirements, but, inasmuch as the parties agreed thereto and desire its inclusion, the clause has been allowed to stand.

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.

A. TYNDALL, Judge.