
(1089.) WAIMATE WORKERS (THRESHING-MILLERS).—AWARD.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of “The Industrial Conciliation and Arbitration Act, 1905,” and its amendments, and in the matter of an industrial dispute between the Waimate Workers’ Industrial Union of Workers (hereinafter called “the union”) and the undermentioned persons, firms, and companies (hereinafter called “the employers”):—

Albury Farmers’ Threshing Company (Limited), Albury.

Brodgen, M., Temuka.

Buckingham, W. T., Waimate.

Batchelor, Henry, Fairlie.

Beattie Bros., Orari.
 Buxton, R. C., Peel Forest.
 Benbow and Barney, Temuka.
 Chapman and Fleming, Geraldine.
 Clarke, J., Seadown.
 Cumming Bros., Waimate.
 Clough, R., Morven.
 Fleming, J. C., Geraldine.
 Fitzgerald Bros., Orari Bridge.
 Gegan, W., Geraldine.
 Guthrie, Peter, Waihao Downs.
 Hughes and Johnston, Waitohi Flat.
 Herron, James, Temuka.
 Harmer Bros., Belfield.
 Hearn, Stevens, and Watts, Rangitata.
 Hawkins Bros., Waimate.
 Hayman, Walter, Studholme.
 Hayman, Henry, Studholme.
 Keane, John, Pleasant Point.
 Mitchell, John H., Studholme.
 Norrish, R., Otaio.
 Neilson, John Peter, Pleasant Point.
 Orr Bros., Waitohi.
 Pelvin, Fred, Waimate.
 Preddy, Mark, Temuka.
 Prew, Thomas, Waimate.
 Robertson, James, Winchester.
 Rodgers Bros., Makikihi.
 Ruddenklau, Henry, Waimate.
 Ross and McClintock, Waimate.
 Stewart, James, Hakataramea.
 South Canterbury Threshing-mill Owners' Industrial Union
 of Employers, Timaru.
 Sherratt Bros., Geraldine.
 Slee, F. J., Waimate.
 Stocker, Frank, Washdyke.
 Snell, J., Rangitata.
 Thornley, Thomas, Temuka.
 Wilson, James, Fairlie.
 Whyte, George, Albury.
 Walker, James, Temuka.
 Walker, J. C., Geraldine.
 Wilson and Horner, Geraldine.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having received evidence of the consent of the parties to the making of this award, and the agreement arrived at by the parties being produced to the Court, and no party desiring

to call witnesses or further address the Court, 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 September, 1906, and shall continue in force until the 31st day of January, 1909.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the President of the Court hath hereunto set his hand, this 31st day of August, 1906.

FREDK. R. CHAPMAN, J., President.

THE SCHEDULE.

Hours of Labour.

1. The hours of labour shall be left to the discretion of the mill-owner, but he shall not require employees to work by lamp-light or other artificial light, except in cases of emergency, when one hour shall be allowed.

Rates of Pay.

2. When employees are engaged to work by the hour their rate of pay shall not be less than 1s. per hour.

3. Any employer may agree with his employees to employ them on piecework, and in such cases the piecework rates shall be as follows: For ordinary workers, 12s. per 1,000 bushels wheat or barley, and 10s. per 1,000 bushels oats. Three bagmen shall be employed in all cases, and shall be paid at the same rate as those fixed for ordinary workers, but it shall be at the option of the employer to get one of the three to assist the stackman when required.

Drivers or Feeders.

4. Nothing in this award contained shall apply to any driver or feeder.

Waterman.

5. It shall be the duty of the waterman to attend to his horses whether the mill is working or not.

Shifting Mill.

6. Men employed at piecework rates who are required to be on duty to assist in shifting the mill from camp to camp shall be paid at the rate of 1s. per hour for the time during which they shall be required to be on duty for such purposes, but they shall not be entitled to any payment for shifting the mill from stack to stack.

7. Clause 6 shall apply only to those men who are required to be on duty for the purpose mentioned.

Termination of Employment.

8. Whenever it is reasonably possible to do so, a week's notice of the termination of employment shall be given by the employer to his men, and of the intention to leave the employment shall be given by the men to the employer.

Supplying of Food.

9. All food shall be supplied on the co-operative system: the employer to supply the galley, cooking-utensils, and coals only, at a charge of 15s. per week, and the cook, food, and all other requirements to be paid for by the employees. The galley and cook shall be under the control of the employer, and a pass-book containing a record of the provisions purchased shall always be kept in the galley for the inspection of the men.

Scope of Award, &c.

10. This award shall apply to all threshing-machines working in South Canterbury.

11. The season shall be completed on the same terms as started, either by the hour or by piecework.

Preference.

12. If and so long as the rules of the union shall permit any male person to become a member thereof upon payment of an entrance-fee not exceeding 5s., and of subsequent contributions, whether payable weekly or not, not exceeding 6d. per week, upon a written application of the person so desiring to join the union, without ballot or other election, then and in such case employers shall, when engaging workmen, employ members of the union in preference to non-members, provided that there are members of

the union equally qualified with non-members to perform the particular work required to be done, and ready and willing to undertake it. "Male person" shall mean any male person, competent to perform manual labour, over the age of seventeen years.

13. The union shall keep in some convenient place in the Town of Waimate a book, to be called "the employment-book," wherein shall be entered the names and addresses of all members of the union within the district within which this award shall have operation, and the names and addresses of all members for the time being out of employment. Immediately upon such member obtaining employment a note thereof shall be entered in such book. The executive of the union shall use their best endeavours to verify all the entries contained in such book, and the union shall be answerable as for a breach of this award in case any entry therein shall in any particular be wilfully false to the knowledge of the executive of the union, or in case the executive of the union shall not have used reasonable endeavours to verify the same. Such book shall be open to every employer without fee or charge at all hours between 8 a.m. and 5 p.m. on every working-day except Saturday, and on that day between the hours of 8 a.m. and noon. Notice by advertisement in the local papers published at Waimate shall be given of the place where such employment-book is kept, and of any change in such place. If the union fail to keep the employment-book in the manner provided by this clause, then and in such case, and so long as such failure shall continue, employers may employ any person, whether a member of the union or not, to perform the particular work required to be done, notwithstanding the foregoing provisions.

14. Nothing in the foregoing clauses contained shall be deemed to prevent the continued employment of any person now in the employment of any employer, notwithstanding such person shall not be or become a member of the union.

15. It shall be a sufficient answer to any proceeding against any employer for breach of this award by employing any person not being a member of the union that there was not any member of the union equally competent with the person engaged within a reasonable distance of the place where the particular mill was working at the time the particular worker was engaged; and it shall also be a sufficient answer to such charge that the worker employed, though not a member of the Waimate Workers' Union, was, at the time of his engagement, a member of any other industrial union of workers registered under the Act.

16. No employer shall, in the engagement or dismissal of his hands, discriminate against members of the union, nor in the conduct of his business do anything for the purpose of injuring the union, whether directly or indirectly.

17. There shall be no distinction between members of the union and non-members, and both shall work together in harmony and

under the same conditions, and shall receive equal pay for equal work.

Terms of Agreement.

18. This award shall come into force on the 1st day of September, 1906, and remain in force until the 31st day of January, 1909, and thereafter shall continue in force until superseded by another award or an industrial agreement.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the President of the Court hath hereunto set his hand, this 31st day of August, 1906.

FREDK. R. CHAPMAN, J., President.

REASONS.

This award embodies the agreement of the parties.

Dated this 31st day of August, 1906.

FREDK. R. CHAPMAN, J., President.
