

(7427.) SOUTH CANTERBURY THRESHING-MILLS EMPLOYEES.—
AWARD.

In the Court of Arbitration of New Zealand, Canterbury 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 South Canterbury Threshing-mill Owners' Industrial Union of Employers and the under-mentioned persons, firms, and companies (hereinafter called "the employers")—

Andrews, M., Threshing-mill Owner, Fairlie ;
Batchelor, Mrs. H., St. Andrews ;
Beattie, R. W., Hilton ;
Benbow Bros., Temuka ;
Boulton, A. H., Otaio ;
Clarke, W. J., Seadown ;
Coffey, W., Waimate ;
Coulourn, D., Waikihiki ;
Crowley, M., Otaio ;
Cummings, A., Willowbridge ;
Cummings, E., Waimate ;
Dick and Allen, Fairlie ;
Donnithorne, F. G., Temuka ;

Fifield Bros., Woodbury ;
 Hayman, W., Waimate ;
 Hearn, C. F., Rangitata ;
 Henderson Bros., Orari ;
 Hopkinson, D., Temuka ;
 Lister, T., St. Andrews ;
 Lithgow, J., Timaru ;
 McLeon, A., Waimate ;
 Meyers, John, Makikihi ;
 Mills and Allenby, Temuka ;
 Mulvihill, C., Geraldine ;
 O'Loughlin, L., St. Andrews ;
 Orr Bros., Waitohi ;
 Padkin, John, Hakataramea ;
 Palmer, W., Winchester ;
 Pelvin, F., Tawai ;
 Preddy, J., Temuka ;
 Ross and Son, Waimate ;
 Ruddenklau, Hy., Waimate ;
 Simpson, T., Albury ;
 Snell, John, Rangitata ;
 South, J. C., Winchester ;
 Stewart, D., Orari ;
 Sullivan, M. J., Mikikihi ;
 Tozer, A., Levels ;
 Tozer, F., jun., Levels ;
 Walker, J. C., Temuka ;
 Winter, B. J., Cave—

and the Waimate Workers' 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 from the 5th day of February, 1923, and shall continue in force until the 31st day of July, 1923, 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 2nd day of February, 1923.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Hours of Work.

1. The hours of work shall be between 6 a.m. and 8 p.m., except on Saturdays, when the hours of work shall be between 6 a.m. and 6 p.m., but in stook-threshing work shall continue until 7.30 p.m. on Saturdays. Fifteen minutes extra shall be allowed to finish a set, and all time worked before or after these hours shall be deemed to be overtime and double rates shall be paid.

Number of Hands to be employed.

2. Except through accident or illness of any worker, the number of hands to be employed at each mill when working shall consist of feeder, driver, three stackmen, three bagmen, one strawman and waterman, and in camp one cook. In stack-threshing the bag-carriers shall assist stackmen when required. In stook-threshing three men shall be employed in the baghole and three men forking in the paddock, and the farmer shall find an extra man to fork if required.

Definition of "Watermen."

3. It shall be the duty of the waterman in all cases to attend to his horses whether the mill is working or not, and if necessary to provide water outside the above working-hours specified in clause 1 hereof.

Rates of Pay.

4. All hands except the driver, feeder, and cook shall be paid 1s. 8d. per hour and found, the time to commence from when the

mill enters upon the farm upon which the crop is to be threshed, and shall continue during all hours worked, including shifting-time from set to set until the finish of the last set on each farm; and fifteen minutes in the morning and fifteen in the afternoon to be allowed for lunch and paid for; but does not include the fifty minutes to be allowed for dinner at any time that the mill may be stopped exceeding ten minutes allowed for repairs or any other unavoidable causes, or time occupied in shifting from farm to farm, but if the public road is used to expedite shifting between paddocks or farms immediately opposite one another and the property of one owner, such time shall be paid for. The cook shall be paid £4 11s. per week, and the feeder 2s. 2d. per hour. In all cases tents are to be supplied by the employer.

Stackmen to be employed.

5. Three stackmen shall be employed.

Determination of Employment.

6. Should any man desire to leave the mill during the currency of the season he shall give the driver in charge three days' notice of his intention to do so, or forfeit three average days' pay. Should any employer desire to dismiss any worker he shall give him three days' notice or three average days' pay, except where it shall be for incompetence or wilful disobedience of orders, when such dismissal shall be summary and without compensation.

Tallies of Time worked.

7. In all cases the number of hours worked shall be kept by the representative of the employers and workers.

Exemptions.

8. Drivers shall be exempt from the operation of this award.

Food to be Supplied.

9. All food supplied shall be of sufficient quantity and of good quality, quite up to the standard of that supplied previously under the late co-operative system, and shall be properly cooked, and shall consist of the following number of meals when working: Breakfast, lunch, dinner, lunch, tea. But when the mill is idle the lunches are not to be supplied.

Temporary Disputes.

10. In every case a representative of the men shall be elected or chosen for each mill at each camp, and all trivial disputes that may arise not in contravention of this award shall be decided by the representative of the men and the representative of the employer, whose decision shall be final.

Preference.

11. If and so long as the rules of the union permit, without ballot or election, any worker of good character and sober habits to become a member of the union, upon written or personal application, on payment of an entrance fee not exceeding 5s. and subsequent weekly contribution not exceeding 1s. a week for the first month and £1 5s. a year thereafter, then members of the union shall be employed in preference to non-members, provided that the local secretary or agent of the union is able to supply employers with members of the union who are equally competent and ready and willing to undertake the work required.

Posting of Award.

12. A copy of this award shall be posted up in the galley at each mill by the employers for the information of the men.

Piecework.

13. No piecework shall be allowed.

Payment by Orders.

14. Each threshing-mill owner in the South Canterbury District party to this award, whether he is a member of the South Canterbury Threshing-mill Owners' Union or not, shall pay to the organizer of the union, on demand, all moneys due to the union for the sale of tickets of enrolment at each mill on the written order of the men enrolled.

Medical Outfit.

15. A St. John Ambulance first-aid compressed kit shall be kept in a convenient and accessible place about the mill.

Scope of Award.

16. This award shall be limited to that part of the Canterbury Industrial District lying between the Rangitata and Waitaki Rivers.

Term of Award.

17. This award shall come into force on the 5th day of February, 1923, and shall continue in force until the 31st day of July, 1923.

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 2nd day of February, 1923.

[L.S.]

F. V. FRAZER, Judge.

 MEMORANDUM.

The only matter in dispute was that of wages. These have been settled on the lines of the recent Otago and Southland award. The

wages of feeders and cooks have been correspondingly adjusted. The Court has altered the form of the preference clause in order that it should comply with the law.

The provision in clause 2 relating to the farmer finding an extra man if required was in the last award, but is a matter outside the scope of the award, which binds millowners and their workers.

[L.S.]

F. V. FRAZER, Judge.
