

(10356.) NORTH CANTERBURY THRESHING-MILLS EMPLOYEES.—  
INDUSTRIAL AGREEMENT DECLARED TO BE AN AWARD.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—Thursday, the 29th day of December, 1932.

WHEREAS on the 31st day of August, 1932, an industrial agreement was made between the Canterbury Agricultural and Pastoral Labourers' Industrial Union of Workers of the one part, and James Curragh and other employers of the other part: And whereas a duplicate original of the said industrial agreement was, on the 6th day of October, 1932, filed in the office of the Clerk of Awards at Christchurch: And whereas on the 20th day of December, 1932, an application was made to the Court by the parties to the said agreement for an order declaring the said agreement to be an award of the Court: And whereas the Court is satisfied that the said industrial agreement is binding on employers who employ a majority of the threshing-mill workers in the Canterbury Industrial District, in which district the said industrial agreement was made: Now, therefore, the Court, in pursuance and exercise of the powers vested in it by section 33 of the Industrial Conciliation and Arbitration Act, 1925, and of every other power in that behalf thereunto enabling it, doth hereby order and declare that the said industrial agreement, a copy of which is hereto subjoined, shall, as from the day of the date hereof, be an award of the Court.

[L.S.]

\_\_\_\_\_. F. V. FRAZER, Judge.

MEMORANDUM.

This order is made on the joint application of the union and the standard-mill owners. A majority of the owners of mills of the American type applied for total exemption from the provisions of the award, the principal ground being that, subsequently to the creation of the present

dispute, they had obtained registration as an industrial union of employers, and had made application for a separate award or industrial agreement. The Court is not at present satisfied that the conditions of work in the case of American-type mills are so materially different from those existing in the case of standard mills as to justify it in granting total exemption and making a separate award. In matters of detail the conditions are admittedly different, and the Court has in the past made special provisions to meet the case of the American-type mills. It is now stated that these special provisions do not go far enough to enable the American-type mills to compete on equal terms with the standard mills. The Court is prepared to give the owners of American-type mills an opportunity of substantiating their claim for further partial exemption, though it cannot see its way to granting total exemption. For this purpose the Court will adjourn the hearing of the application for exemption, which must now be regarded only as an application for partial exemption, to the sitting commencing on 6th February, 1933. In order to assist the Court it is suggested that the proposed Conciliation Council, which was to have been constituted to consider the separate dispute, might meet as a conference of delegates and endeavour to arrive at an agreement satisfactory to the employers and the workers. Meanwhile the Court reserves power to amend the award in the direction of supplementing the partial exemption already given to owners of American-type mills in the special provisions relating to those mills now appearing in the award.

The schedule hereto does not exactly follow the wording of the industrial agreement as recorded in Book of Awards, Vol. XXXII, p. 275, but is an exact copy of the original as filed with the Clerk of Awards, Christchurch. The Court is satisfied that the error in the printed copy was due to inadvertence in its preparation in the Commissioner's office.

F. V. FRAZER, Judge.

#### NORTH CANTERBURY THRESHING - MILLS EMPLOYEES. — INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, setting forth the terms of settlement arrived at in the course of an inquiry before a Council of Conciliation held in Christchurch on the 31st day of August, 1932, and signed by all the assessors duly appointed to constitute a Council of Conciliation to hear the North Canterbury Threshing-mill industrial dispute between the Canterbury Agricultural and Pastoral Labourers' Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Aitken and Gillespie, Methven.  
Arnold and Sons, Laghmore.  
Bailey and Co., Cheviot.

Bailey, W. G., Templeton.  
Bennetts, C., Ashburton.  
Bidmead, J., Oxford.

- Bishop, J., Tinwald.  
 Bowman, W., Rangiora.  
 Bowis and Son, Doyleston.  
 Bruere, G., Rangiora.  
 Brydon, H., Culverdon.  
 Burleigh, R., Kirwee.  
 Burns, J., Domett.  
 Calder, J., Halkett.  
 Campbell, J., Balcairn.  
 Capon, E., Winchmore.  
 Clements, D., Hinds.  
 Clucas, F. G., Tinwald.  
 Coe, L. B., Irwell.  
 Conway, H. J., Rakaia.  
 Copeland, W., Rakaia.  
 Craig, W., Hawarden.  
 Crawford and Leadley, Wakanui, Ashburton.  
 Cridge Bros., Brookside.  
 Croy, A., Brookside.  
 Curragh Bros., Templeton.  
 Curragh, Jas., and Co., Ltd., Templeton.  
 Dalziel, H. B., Amberley.  
 Dawson, —, Longbeach Road, Waterton.  
 Dolan, J., Highbank.  
 Donald, W. S., Croydon.  
 Dunstan, W. H., Rakaia.  
 Everest Bros., Greenpark.  
 Fidler, H., Swannanoa.  
 Findrum, H. G., Hawarden.  
 Fyfield, F., Woodbury.  
 Gadd, A., Lyndhurst.  
 Gardner Bros., Irwell.  
 Garlick, G., Oxford.  
 Gibbs Bros., Halswell.  
 Gillanders, G., Darfield.  
 Gregg, J. C. N., Longbeach.  
 Hampton Bros., Southbridge.  
 Hampton, R., Southbridge.  
 Hanna, T., Sefton.  
 Happer, R., Dunsandel.  
 Harley Gibbs, Rangiora.  
 Hayes, W., Halswell.  
 Heinzman, J., Tai Tapu.  
 Holland and Co., Clarkville.  
 Holland, A., Darfield.  
 Holland, H., Tinwald.  
 Holmes, S., Methven.  
 Jackson, G., Hawarden.  
 Jarman Bros., Kirwee.  
 Jarman, J., Darfield.  
 Jelf, W. D., Rotherham.  
 Johnston, H. W., Dunsandel.  
 Jones, T. B., Hororata.  
 Kellahan and Co., Ashburton.  
 Kingsbury, —, Culverden.  
 Knox Bros., William Street, Ashburton.  
 Lambie, W., Kyle.  
 Lemon, L., Doyleston.  
 Lockhead, J. C., Rakaia.  
 Luddy, P., Southbridge.  
 Lunan, W. C., Mayfield.  
 Lynch, D., Chertsey.  
 McCartney, G., Tai Tapu.  
 McLaughlan, J., Effelton.  
 McLaughlan Estate, Doyleston.  
 McIntyre, D., Ashburton.  
 McIntyre, J., Ashburton.  
 McIntosh, A., Southbrook.  
 McPherson, J., Dunsandel.  
 McDonald, Ross, Annatt.  
 McEvedy, J., Southbridge.  
 McLaughlan, J., Hawkins.  
 McLean, R., Rakaia.  
 Maindonald, H., Horrelville.  
 Maw Bros., Southbridge.  
 Mullholland, W. W., Darfield.  
 Nicholls, H. F., Wakanui, Ashburton.  
 Norris, T., Swannanoa.  
 Olliver, J., Green Street, Ashburton.  
 O'Neil, T., Waterton.  
 Pearson Bros., Willoughby.  
 Peryman, G., Tai Tapu.  
 Petrie, H., Swannanoa.  
 Powell, G., Waddington.  
 Pulley, P., Loburn.  
 Quinn, R., Highbank.  
 Reid, R., Bennetts.  
 Rice, A., Clarkville.  
 Robinson, G., Irwell.  
 Ross, D., Lyndhurst.  
 Ruddenklu, F., Methven.  
 Savin, A., Ellesmere.  
 Shipley, H., Greendale.  
 Smart, L., Lincoln.  
 Smith and Son, Rangiora.  
 Stewart, A., Rakaia.  
 Stewart, J., Goldstream, Rangiora.  
 Syme and Sons, Kimberley.  
 Tallott, H., Springbank.  
 Thomas, —, Lincoln.  
 Walls, J., Tinwald.  
 Ward, R., Ohoka.  
 Washbourne and Son, Dunsandel.  
 Watson, H., Methven.  
 Werner and Co., Doyleston.  
 Westwood, T., Darfield.  
 Winters Bros., Swannanoa.  
 Wright, E. O., Dunsandel.

#### TERMS OF SETTLEMENT.

##### *Hours of Work.*

1. The hours of work shall be left to the discretion of the employer's representative and the workers' representative, who shall confer at

the beginning of the season and inform the workers concerned of their decision ; but no worker shall be required to work by moonlight or artificial light, except in cases of emergency, when fifteen minutes may be allowed to finish a set.

*Number of Hands to be employed.*

2. (a) The minimum number of hands to be employed on each mill shall be as follows: Driver, feeder, three stackmen, two bagmen, one strawman, one waterman, and (in camp) one cook.

(b) It shall not be deemed to be a breach of this clause if an employer is prevented from having the full complement of hands by reason of accident or absence of any worker through illness or any other cause beyond the control of the employer, but the employer shall make up the full complement of hands as soon as reasonably practicable.

(c) No youth under the age of eighteen years shall be employed on any mill.

(d) If the driver and the workers' representative agree that an extra man is required on account of the special nature of the crop, or for any other unforeseen cause, then such extra man shall be engaged by the employer.

(e) Where American mills or mills of a similar pattern are used, then the number of hands to be employed shall be not less than five, excluding draymen not covered by this award.

(f) Should a mill be fitted with any mechanical appliance not in general use at the present date, which appliance enables the work of one or more men to be performed mechanically, the number of hands to be employed on a mill may be reduced accordingly: Provided that in the case of American and similar mills a mechanical device for cutting off the power shall not be regarded as an appliance under this sub-clause.

*Waterman.*

3. (a) The waterman shall attend to his horses whether the mill is working or not.

(b) Water for cooking shall be pure and not taken from engine supply ; a special barrel or dust-proof utensil to be found for this purpose.

*Rates of Pay.*

4. (a) When the crop does not run at least 90 bushels an hour, workers shall be paid by the hour.

(b) The minimum rate for workers employed by the hour shall be 1s. 9d. per hour.

*Determination of Employment.*

5. (a) Should any man desire to leave the mill during the currency of the season he shall give the driver in charge forty-eight hours' notice

of his intention to do so, or forfeit two average days' pay. Should any employer desire to dismiss any worker he shall give him forty-eight hours' notice or two average days' pay, except where it shall be for incompetency or wilful disobedience of orders, when such dismissal may be summary and without compensation. The notice determining employment shall apply also to the cook.

(b) Any worker leaving or being dismissed shall receive from the millowner all wages due at the termination of his employment; such wages to be paid at the mill, or time taken in collecting same to be paid for at the minimum rates.

#### *Tallies of Time worked.*

6. All tallies of work done shall be kept by the representative of the workers and a representative of the employers, and shall be posted up in the whare at least once in each week.

#### *Payment of Wages:*

7. Once in each week, on a day to be named by the employer or his representative at the commencement of the work, the employer shall, at the request of any worker, pay to such worker or his order any sum not exceeding 75 per cent. of the net amount then due to him.

#### *Food and Accommodation.*

8. (a) A sleeping-whare, a cook's galley, cooking-utensils, and coal shall be supplied to the men by the employer at a charge of 1s. per man per week, and the food-supplies shall be provided on the co-operative system. Should a man for any cause whatever leave the mill before the expiration of the season and before the food accounts have been made up, then he shall be charged at a rate of not less than £1 5s. per week for such number of weeks as he has been engaged on the mill, and any surplus that may accrue from such payments when finalizing the mess account shall be credited thereto.

The owner shall be responsible to the local purveyor of foodstuffs supplying the mill, and shall in all case deduct from the wages and pay such accounts, after giving the fullest opportunity to the men to inspect the accounts. With every machine there shall be, while in camp, one cook who shall have charge of and prepare all food required by the workers on such machines, and the cook shall be paid by the men on the co-operative system.

(b) The sleeping-whare shall be not less than 20 ft. long, 8 ft. wide, and 7 ft. 6 in. high in the centre, and shall be properly ventilated. This provision shall prevail on a *pro rata* basis where American mills or mills of a similar pattern are operating. The cooking-galley shall be completely separated from the sleeping-whare.

(c) The wages for a cook shall be £4 per week and found. Seven days shall constitute a cook's week.

(d) In the case of American and similar mills operating within a radius of ten miles from their base it shall be sufficient compliance with the requirements of this clause if the employer—(i) Conveys the workers to and from their respective places of residence each day ; and (ii) arranges, where the workers do not provide their own meals, for the supply of sufficient and substantial meals to the workers at the usual times and at reasonable prices ; and (iii) makes provision for adequate shelter (and, where necessary, for conveyance thereto) in case of inclemency of the weather interrupting the work.

#### *Trivial Disputes.*

9. 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.

#### *Posting Award.*

10. A copy of this award shall be posted by each employer in the galley for the information of the men working at each mill.

#### *Holidays.*

11. Easter Monday shall be observed as a holiday.

#### *Preference.*

12. If and so long as the rules of the union shall permit, without ballot or other election, any worker of good character and sober habits to become and remain a member of the union, upon written or personal application, on payment of an entrance fee not exceeding 5s., and upon subsequent contributions not exceeding 2s. per month, then members of the union shall be employed in preference to non-members, provided that there is a member of the union known to the employer who is equally competent and ready and willing to undertake the work required.

#### *Interview with Union Agent.*

13. Any mill may be visited by an officer of the union once in each season, when such mill shall cease for a period not exceeding fifteen minutes to permit of such officer transacting the business of the union and ascertaining if the provisions of the award are being observed. Time so lost shall not be counted as working-time.

*Piecework.*

14. (a) When the crop runs 90 bushels an hour or over, piecework may be worked at not less than the following rates, viz. : 17s 6d. per 1,000 bushels for wheat or barley ; 15s. 6d. per 1,000 bushels for oats.

(b) Bagmen shall be paid 1s. per 1,000 bushels in addition to the rates hereinbefore provided. The bagman shall keep a tally of all grain, &c., threshed.

*Exemptions.*

15. Drivers shall be exempt from the provisions of this award. The provisions of this award shall not apply to any farmer threshing his own grain with his own mill on his own farm.

*Shifting Mill.*

16. All men engaged shall assist in the shifting of the mill. All shifting-time exceeding fifteen minutes shall be paid for at the rate of 1s. 9d. per hour.

*Medical Outfit.*

17. A St. John Ambulance first-aid compressed kit, or similar outfit, shall be kept in a convenient and accessible place about the mill.

*Scope of Agreement.*

18. This agreement shall operate throughout that portion of the Canterbury Industrial District lying north of the Rangitata River.

*Term of Agreement.*

19. This industrial agreement shall come into force on the 1st day of November, 1932, and shall continue in force until the 30th day of June, 1933.

Signed by—

J. CURRAGH,  
H. TALLOTT,  
L. GILLESPIE,  
FRED. LILL,  
Assessors for Employers.

A. J. HAMILTON,  
C. E. BALDWIN,  
A. PIKE,  
Assessors for Employees.

S. RITCHIE, Commissioner.