

(10717.) NORTH 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, 1925; and in the matter of an Industrial Dispute between the North Canterbury American Type Threshing-mill Owners' Industrial Union of Employers, 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  
 Bedford, W., Kirwee  
 Bennetts, C., Ashburton  
 Bidmead, J., Oxford  
 Bishop, J., Tinwald  
 Bowis and Sons, Doyleston  
 Bowman, E., Oxford  
 Bowman, W. J., Riccarton  
 Brown, N. J., Dunsandel  
 Bruere, G., Rangiora  
 Brydon, H., Culverdon  
 Burleigh, R., Kirwee  
 Burns, J., Domett  
 Calder, J., Halkett  
 Campbell, J., Balcairn  
 Chamberlain, P. F., Dunsandel  
 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  
 Cridge, A., Brookside  
 Croy, A., Brookside  
 Curragh, J., Templeton  
 Dalziel, H. B., Amberley  
 Dolan, J., Highbank  
 Donald, W. L., Doyleston  
 Dunstan, W. H., Rakaia  
 Everest Bros., Greenpark  
 Fincham, H., Hawarden  
 Fitzgerald, A., Ashburton  
 Foster Bros., Ladbrooks  
 Gadd, A., Lyndhurst  
 Gardner Bros., Irwell  
 Gardiner, J., Rakaia  
 Garlick, G., Oxford  
 Gibbs Bros., Halswell  
 Gillanders, D., Darfield  
 Greer, F. W., Bryndwr  
 Grigg, J. C. N., Longbeach  
 Hampton Bros., Southbridge  
 Hampton, R., Southbridge

Hanna, T. (Estate of), Sefton  
 Hayes, W., Halswell  
 Heinzman, J., Tai Tapu  
 Holland and Co., Clarkeville  
 Holland, A., Darfield  
 Holland, H., Tinwald  
 Holmes, S., Methven  
 Jackson, G., Hawarden  
 Jarman, C. G., Darfield  
 Jelf, W. D., Rotherham  
 Johnston, H. W., Dunsandel  
 Jones, T. B., Hororata  
 Kellahan and Co., Ashburton  
 Kingsbury, A., Culverdon  
 Knox Bros., 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  
 McDonald, Ross, Annatt  
 McEvedy, J., Southbridge  
 McLaughlan, J., Hawkins  
 McLean, R., Rakaia  
 McIntyre, D., Ashburton  
 McIntyre, J., Ashburton  
 McIntosh, A., Southbrook  
 Macpherson, J., Dunsandel  
 Mairdonauld, H., Horrelville  
 Maw Bros., Southbridge  
 Moody, H. C., Springston R.M.  
 Morrison, P., Darfield  
 Mulholland, W. W., Darfield  
 Nicholls, F. H., Wakanui, Ashburton  
 Norris, T., Swannanoa  
 Olliver, J., Green Street, Ashburton  
 O'Neil, T., Waterton  
 Pearson Bros., Willoughby  
 Peryman, G., Tai Tapu  
 Petrie, H., Swannanoa  
 Philpot, C., Hawarden  
 Powell, G., Waddington  
 Pully, P., Loburn  
 Quinn, R., Highbank  
 Reid, R., Bennetts

Reid, H., Willowby  
 Rice, A., Clarkville  
 Robinson, G., Irwell  
 Ross Bros., Methven  
 Ruddenklau, F., Methven  
 Savin, A., Ellesmere  
 Smart, L., Lincoln  
 Smith and Son, Rangiora  
 Soal, J. L., Tinwald  
 Stewart, A., Rakaia  
 Stewart, J., Rangiora  
 Syme and Sons, Kimberley  
 Thomas, S., Rangiora  
 Thorne, M., Hororata  
 Tilson, W. F., Hinds  
 Walls, J., Tinwald  
 Ward, R., Ohoka  
 Washbourne and Sons, Dunsandel  
 Watson, H., Methven  
 Westwood, T., Darfield  
 Whittington Bros., Motunau

Winters Bros., Swannanoa  
 Withell, T. C., Tai Tapu  
 Wright, E. G., Dunsandel  
 Youngman, J., Aylesbury  
 Zimmerman, F., Rangiora  
 Crampton, I., Threshing-mills Proprietor, Oxford  
 Giles, R., Threshing-mill Proprietor, Upper Riccarton  
 Gibbs, H., Threshing-mill Proprietor, Fernside  
 McJarrow Bros., Threshing-mill Proprietors, Darfield, R.M.D.  
 McLachlan, D., Threshing-mill Proprietor, Omihi  
 Packnatz, L. C., Threshing-mill Proprietor, Oxford  
 Reid Bros., Threshing-mill Proprietors, Bennetts  
 Wilkie, F., Threshing-mill Proprietor, Culverden

and

The Canterbury Agricultural and Pastoral Labourers' Industrial Union of Workers, Trades Hall, Christchurch (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 as hereinafter provided and shall continue in force until the 31st day of July, 1935, 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 19th day of December, 1934.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

*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 not be less than five, excluding draymen not covered by this award.

(f) Should a mill be fitted with any mechanical appliance 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.

*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 shall 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.

(c) Time shall commence when the mill commences threshing at the first set on any farm and shall continue until the mill finishes such set. These conditions shall apply at each set until the whole of the threshing is completed on each farm. Reasonable time shall be allowed for meals, but the intervals for same shall not be treated or paid for as time worked. Time lost through the mill being stopped for repairs or for other unavoidable cause shall not be computed as time worked.

*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. This clause shall apply also to the cook, and, further, the employer shall, if and when requested to do so by a majority of the men employed on the mill, dismiss the cook.

(b) Any worker leaving or being dismissed shall receive from the mill-owner 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 rate.

*Tallies of Time worked.*

6. All tallies of the work 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 the rate of not less than £1 7s. 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 cases 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-whare shall be completely separated from the sleeping-whare.

(c) The wages for a cook shall be £4 per week where nine men exclusive of the cook are employed; £3 15s. per week where eight men exclusive of the cook are employed; £3 10s. per week where seven men exclusive of the cook are employed; £3 5s. per week where six men exclusive of the cook are employed; £3 per week where five men exclusive of the cook are employed.

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 of 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. (a) Easter Monday shall be observed as a holiday.  
 (b) Sunday threshing is prohibited.

*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) If while engaged on piecework the worker shall not earn the equivalent of hourly wages, the deficiency shall be made up by the employer.

(c) Bagmen, whether on hour-work or piecework, 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 and feeders 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 of Mill.*

16. All men shall assist in the shifting, packing, and setting-up of the mill, and any extra payment for such shall be mutually agreed upon at the beginning of the season between the men employed on the said mill and the owner thereof.

*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 Award.*

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

*Term of Award.*

19. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of December, 1934, 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, 1935.

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 19th day of December, 1934.

[L.S.]

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F. V. FRAZER, Judge.

## MEMORANDUM.

The only matter referred to the Court related to the provision of a medical outfit. In other respects the award embodies the recommendations of the Conciliation Council, which the parties agreed to accept.

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F. V. FRAZER, Judge.