

(10968.) 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 Canterbury Agricultural and Pastoral Labourers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

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| The North Canterbury American Type Threshing Millowners' Industrial Union of Employers. | Greer, F. W., Bryndwr. |
| Aitken and Gillespie, Methven. | Grigg, J. C. N., Longbeach. |
| Arnold and Sons, Laghmore. | Hampton Bros., Southbridge. |
| Bailey and Company, Cheviot. | Hampton, R., Southbridge. |
| Bailey, W. G., Templeton. | Hayes, W., Halswell. |
| Bedford, W., Kirwee. | Heinzman, J., Tai Tapu. |
| Bennetts, C., Ashburton. | Holland and Co., Clarkeville. |
| Bidmead, J., Oxford. | Holland, A., Darfield. |
| Bishop, J., Tinwald. | Holland, H., Tinwald. |
| Bowis and Sons, Doyleston. | Holmes, S., Methven. |
| Bowman, E., Oxford. | Jackson, G., Ashley. |
| Bowman, W. J., Riccarton. | Jarman, C. G., Darfield. |
| Boyce, J., care of Andrews and Beaven, Christchurch. | Jelf, W. D., Rotherham. |
| Brown, N. J., Dunsandel. | Johnston, H. W., Dunsandel. |
| Bruere, G., Rangiora. | Jones, T. B., Hororata. |
| Brydon, H., Culverden. | Kellahan and Co., Ashburton. |
| Burleigh, R., Kirwee. | Kingsbury, A., Culverden. |
| Burns, J., Domett. | Knox Bros., Ashburton. |
| Calder, J., Halkett. | Lambie, W., Kyle. |
| Campbell, J., Balcairn. | Lemon, L., Doyleston. |
| Chamberlain, P. F., Dunsandel. | Lockhead, J. C., Rakaia. |
| Clements, D., Hinds. | Luddy, P., Southbridge. |
| Coe, L. B., Irwell. | Lunan, W. C., Mayfield. |
| Conway, H. J., Rakaia. | Lynch, D., Chertsey. |
| Copeland, W., Rakaia. | McCartney, G., Tai Tapu. |
| Craig, W., Hawarden. | McDonald, Ross, Annatt. |
| Crawford and Leadley, Wakanui. | McEvedy, J., Southbridge. |
| Cridge, A., Brookside. | McLaughlan, J., Hawkins. |
| Croy, A., Brookside. | McLean, R., Rakaia. |
| Curragh, J., Templeton. | McIntyre, D., Ashburton. |
| Dalziel, H. B., Amberley. | McIntyre, J., Ashburton. |
| Dolan, J., Highbank. | McIntosh, A., Southbrook. |
| Donald, W. L., Doyleston. | Macpherson, J., Dunsandel. |
| Everest Bros., Greenpark. | Maindonald, H., Horrelville. |
| Fincham, H., Hawarden. | Maw Bros., Southbridge. |
| Fitzgerald, A., Ashburton. | Moody, H. C., Springston R.M. |
| Foster Bros., Ladbrooks. | Morrison, P., Darfield. |
| Gadd, A., Lyndhurst. | Mulholland, W. W., Darfield. |
| Gardner Bros., Irwell. | Nicholls, F. H., Wakanui, Ashburton. |
| Gardiner, J., Rakaia. | Norris, T., Swannanoa. |
| Garlick, G., Oxford. | Olliver, J., Greenstreet, Ashburton. |
| Gibbs Bros., Halswell. | O'Neil, T., Waterton. |
| Gillanders, D., Darfield. | 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.
 Rice, A., Clarkville.
 Robinson, G., Irwell.
 Roscoe, C. H., Ladbrooms.
 Ross Bros., Methven.
 Savin, A., Ellesmere.
 Smart, L., Lincoln.
 Smith, Thomas, Prebbleton.
 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, L., 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.
 Doak, Eric, Hawarden.
 Fricken and Delue, Greenpark.
 Hunt, A. E., Waipara.
 Mardens, L. A., R.D. Ashburton, Methven.
 Robinson, G. C., Rotherham.
 Thomas, M., Amberley.
 Ward and Giles, Ohoka.
 Pearson, T. E., Hororata.
 Anderson, R., Darfield.
 Cook, C., Ohoka.
 Ferguson, W., R.M.D., Ashburton.
 Shearer, John, Ashburton, Methven.
 Harper, Harry, Tinwald.
 Begg, Mrs., Wakanui.
 Payne, T. G., Lauriston.
 Fletcher, R., "Somerton," Rakaia.

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, 1936, 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, 1935.

[L.S.]

E. PAGE, Judge.

SCHEDULE.

Hours of Work.

1. The hours of work shall be left to the discretion of the employers' 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 compliment 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, and where the mill is of not greater dimensions than 28 by 46 the number shall be not less than four, 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) Where 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. 10d. 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 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 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 food-stuffs 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 5s. per week where nine men exclusive of the cook are employed, £4 per week where eight men exclusive of the cook are employed, £3 12s. 6d. per week where seven men exclusive of the cook are employed,

£3 7s. 6d. per week where six men exclusive of the cook are employed, £3 2s. 6d. 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., 18s. 6d. per 1,000 bushels for wheat or barley, 16s. 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 bagmen 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,

1935, 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, 1936.

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, 1935.

[L.S.]

E. PAGE, Judge.

MEMORANDUM.

The only matter referred to the Court related to the providing of a medical outfit. In other respects the award embodies the recommendations arrived at by the Assessors in Conciliation Council.

E. PAGE, Judge.