

(10969.) SOUTH CANTERBURY CHAFFCUTTERS.—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 Waimate Workers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Anderson, W., Lyalldale.

Armstrong, T., Waihaorunga.

Askin, A., Totara Valley, Pleasant Point.

Borrell, L., Orari.

Christie, T. P., Pleasant Point.

Clee, J. E., Hakataramea.

Colbourne, D., Waimate.

Crombie, E., Waihao Downs.

Duffy, Mrs. M. and M., Waimate.

Gudsell, A., Winchester.

Hawkins, Mrs., Waimate.

Johnson, A., Fairview.

Kyle, T., Levels.

Kelliher, J., Geraldine.

Kingsbury, A., Hook, Waimate.

Lister, T., St. Andrew's.

Moore, A., Willowbridge.

Melton, B., Waimate.

Neilson, P., Fairlie.

O'Loughlin, L., St. Andrew's.

Patrick, W., Pleasant Point.
 Shaw, G., Orton.
 Tozer, E., Timaru.
 Tiffin, J., Makikihi.
 Trembath and Co., Waimate.
 Urquhart, J., Arno, Waimate.
 Winter, W., Albury.
 Wood, H., and Sons, Albury.
 Wright, J., Temuka.

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 1st day of November, 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 between 6 a.m. and 8 p.m. except on Saturdays, when the hours of work shall be between 6 a.m. and 4 p.m., 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. Except through accident to or illness of any worker, the minimum number of hands to be employed at each chaffcutter operating north of the Otaio River shall consist of feeder, driver, two stackmen, two bagmen, waterman, and cook, and each chaffcutter operating south of the Otaio River may employ one worker less.

When cutting oat-sheaf the waterman shall assist in the bag-hole when required, and when cutting straw-chaff the waterman shall assist on the straw stack.

Definition of "Waterman."

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

Rates of Pay.

4. (a) The minimum rates for cutting oat-sheaf and straw-chaff shall be—feeder, 2s. 8d. per 100 bags; ordinary hands where chaffcutter is working with the number of hands as provided in clause 2 for south of the Otaio River, 2s. 3d. per 100 bags, and where working with the number of hands for north of the Otaio River, 2s. per 100 bags; cook, £2 12s. 6d. per week and found in each case.

(b) Where cutting straw-chaff the minimum shall be 10 per cent. on oat-sheaf price.

(c) Engine-drivers shall be exempt from the provisions of this award.

Determination of Employment.

5. (a) Should any man desire to leave the chaffcutter 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 an 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.

(b) Any worker leaving or being dismissed shall receive from the machine-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.

Tally Representative.

6. One of the men in the bag-hole shall be elected by the men to keep tally of the bags.

Preference.

7. If and so long as the rules of the union permit, without ballot or other election, any worker of good character and sober habits to become a member of the union, upon written or personal application, upon payment of an entrance fee not exceeding 5s., and subsequent weekly contributions not exceeding 1s. per week for the first month and £1 5s. per 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: Provided, further, that the union shall not disentitle itself to preference if it imposes such fines as may be lawfully imposed on a member for non-attendance without reasonable excuse at a specially called meeting of the union, of which written notice has been given to him or sent to him at his last address as notified by him to the union, or for misconduct at a meeting of the union, or being more than three months in arrear, without reasonable excuse, in his contributions to the union: Provided that the maximum fine shall not exceed 2s. 6d. for non-attendance at a meeting of the union or for being in arrear with his contributions, and £1 for misconduct at a meeting of the union.

Union Organizer.

8. Reasonable facilities shall be given on each chaffcutter to the union organizer, or other official of the union, to enable him to transact the business of the union. Any time so lost shall not be counted as working-time.

Holidays.

9. (a) The following holidays shall be observed: Good Friday or Easter Monday, Anzac Day, Labour Day, Boxing Day, New Year's Day, Local Sports Day, and Picnic Day.

(b) Work done on any of these days shall be paid for at double ordinary rate.

(c) Working on Sundays shall be strictly prohibited.

Temporary Disputes.

10. In every case a representative of the men shall be elected or chosen for each chaffcutter 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.

Payment of Orders.

11. Each owner 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 machine on the written order of the men enrolled.

Medical Outfit.

12. A first-aid compressed kit shall be kept in a convenient and accessible place about the machine.

Posting of Award.

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

Food to be supplied.

14. All food supplied shall be of sufficient quantity and of good quality, and shall be properly cooked, and shall consist of the following number of meals: Breakfast, lunch, dinner, lunch, tea.

Accommodation.

15. Each chaffcutter shall provide a cooking whare and sleeping whares well ventilated and sufficient to accommodate all employees engaged with the machine. The cooking whare shall be completely separated from the sleeping whares.

Scope of Award.

16. This award shall operate throughout that part of the Canterbury Industrial District lying between the Rangitata and Waitaki Rivers.

Term of Award.

17. This award, in so far as it relates to wages, shall be deemed to have come into force in the 1st day of November, 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 1st day of November, 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 preference. In other respects the award embodies the recommendations arrived at by the Assessors in Conciliation Council.

E. PAGE, Judge.
