

(10973.) OTAGO AND SOUTHLAND THRESHING-MILLS
EMPLOYEES.—AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the Otago and Southland Harvest Hands, Threshing-mill, and Chaffcutter Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Otago and Southland Owners of Threshing-mills, &c.

Adams Bros., Waianawa.
Alexander, James, jun., Balfour.
Anderson, John, jun., Waiwera South.
Auther, A., Auripo, Otago Central.
Bolloch Bros., John A., Riversdale.
Barnett, W., Kakanui, Otago.
Beatty, David, jun., Tapanui.
Beattie Bros., Kelso.
Beattie, John, Heriot.
Boyle, Edward Henry, Pukeuri Junction.

Boyle, T., Pukeuri Junction.
 Blackwell, I., Oturehua.
 Brown, Andrew, Raes Junction.
 Brown Bros., Gordon Road, Mosgiel.
 Brown, M., Silverstream (near Mosgiel).
 Brown, Matthew, Mosgiel.
 Brydone Bros., Clark's Flat.
 Buchanan, William, Beaumont.
 Butler Bros., care of F. Butler, Lochiel.
 Butson, Samuel William, Athol.
 Baldy, F., Ryal Bush.
 Carrodus, John, Windsor.
 Carruthers, I., Kakanui, Otago.
 Christie, Thomas, Allanton.
 Cody Bros., Wendon, Southland.
 Collett Bros., Invercargill.
 Chamberlain, Orawia, via Otautau.
 Clark, D., Totaratahi.
 Craig, A., Palmerston South.
 Crombie, R., jun., Farmer, Mandeville.
 Craig, Peter, Hampden.
 Creighton, J., Kokonga, Otago Central.
 Cruickshanks, J., Rongahere.
 Dalgety, J., Kakanui.
 Dixon, R., Matura.
 Dunn Bros., Riversdale.
 Dun, Dennis, Rural Delivery, Gore.
 Dixon, F., Matura.
 Denniston, John, Riversdale.
 Ferrier, Robert, sen., Tyne Street, Invercargill.
 Fahy Bros., Evans Flat.
 Geddes, William, Clydevale.
 Gillies, Alexander I., Matura.
 Gillespie, John, Hawea Flat.
 Grant Bros., Lime Hills.
 Groves, George, Pukerau.
 Groves, G., Gore.
 Gerrard, Colin, Dipton.
 Goodlet, Colin, Edendale.
 Graham, Sam, Gore.
 Gilland Bros., Palmerston South.
 Hamilton Bros., Milton.
 Hamilton, James, Milton.
 Haslett and Grant, Centre Bush.
 Haugh, Robert, Duntroon.
 Hood, John Balfour.
 Hood, J. McD., Balfour.
 Hanley, John, Farmer, Knapdale, Gore.
 Hanley, Mathew, Farmer, Knapdale, Gore.
 Hamilton, William, Milton.
 Horrell Bros., Riversdale.
 Hill, J., Herbert, Oamaru.
 Hollett Bros., Invercargill.
 Honeywood, F., Dipton.
 Jackson and Sons, Rielston.
 Johnston, Robert, Georgetown.
 Jones, Thomas, Georgetown.
 Jobsom, C. R., Wedderburn.

Jackman, N. F., Reidston.
 James and Co., Kelso.
 Kean, Thomas, Clinton.
 Kennedy, James, Otautau.
 Kitching, J. A., Kelso.
 Kitching, J., Kelso.
 Kennedy Bros., Otautau.
 Kennedy, T. W., jun., Otautau.
 Ledinghan Bros. (George and Robert), Georgetown.
 Lobb, J., Wedderburn.
 Love, R., Ngapara.
 Macadie Bros. (James and William), Poolburn.
 Main, William, Winton.
 Mathieson, A. N., Waikaka.
 McCroskie, J., Lovell's Flat.
 McDonald Bros., Highland Cliff.
 McDonald, Hugh, Seaward Downs.
 McDonald, R., Woodlands.
 McDonald, J., Middlemarch.
 McIntosh, T., Ahuriri Flat.
 McLeod, G., Ardwick Street, Gore.
 McNeilly, D., Bluespur, Lawrence.
 Meek, B., Enfield.
 Miller, John, Clinton.
 Macbeth and Shadwell, Georgetown.
 Mortimer, William, Edendale.
 McIntyre and Co., Mill-owners, Maitland Rural, Gore.
 McDonald, J., Waikaia.
 McIntyre, James, Heriot.
 McLeod, J., Edendale.
 McLeod, W., Hedgehope.
 Newbigging Bros., Moneymore.
 Newson, R. W., Clinton.
 Norman Bros., Winton, Southland.
 O'Connor, T., Gore.
 Patterson, William, Mossburn.
 Pennicuick, Mrs. J., Palmerston.
 Perry, A., Hawea Flat.
 Paul, W., Duntroon.
 Richardson, W. E., Omakau.
 Ris, Henry Katai, Hunt's Road, Otago.
 Robinson, Charles, Berwick.
 Ryan, Norman, Gore.
 Ryan, Martin, Waitahuna.
 Rae, J., Georgetown.
 Roy, Alexander, Mossburn.
 Shaw, James, Arrowtown.
 Sinclair, D., Menzies Ferry.
 Somerville, William Lionel, Waitapeka.
 Southgate, R., Kakanui.
 Spence, W., Glenomaru.
 Stringer, H., Maheno.
 Sutton, J., Winton.
 Selman, Charles, Georgetown.
 Tressidan, A., Woodlands, via Invercargill.
 Tippet, R. A., Limehills.
 Waite, George, Tapanui.
 Ward Bros., Otekura.
 Whelan, A., Taieri Mouth.

Farmers.

Allison, A. T., Hawea Flat.
 Atkinson and Sons, Middlemarch.
 Addison, M., Ngapara.
 Amos, A. W. (J.P.), Momona.
 Barclay, Robert (J.P.), Hawea Flat.
 Black, A., Heriot.
 Blanchard, D., Ettrick.
 Bell, Dugald, Hawea Flat.
 Burns, J. W., Conical Hills.
 Buchannan, G., Milburn.
 Beattie, W., Maungatua.
 Coughlan Bros., North Taieri.
 Cameron, A. J., Outram.
 Cumming, R., Waikaka Valley.
 Craig, A., Greenfield.
 Crampton, J. J., Nightcaps.
 Deans, P., Ettrick.
 Dickinson, A., Waikoikoi.
 Gibb, Bros., Clifton, Southland.
 Goodson Bros., Morton Mains.
 Graham, A., Dumbarton.
 Hamilton, G. A., Lumsden.
 Heenan Bros., Berwick.
 Jensen Bros., Milburn.
 Leitze, W., Waikaka.
 McIntosh, D., Kelso.
 McLennan Bros., Hawea Flat.
 McAuley Bros., Tapanui.
 McBride and O'Neill, Mossburn.
 Summers, G., Waikoikoi.
 Sheat, C. R., Moneymore.
 Walker, R., Hillgrove.
 Williams Bros., Drummond, Southland.
 Winders, Maxwell, Arrowtown.
 Wilson, G. S., Owaka.
 Winslow, G., Mount Benger Station, Roxburgh.
 Wood, William, South Hillend.
 Williamson, A., Limehills.
 Williamson, G., Limehills.
 Walker, George, Otama.

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 18th day of December, 1935, 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 18th 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 7.30 p.m., unless it is desired by a majority of the workers that work shall cease at 6 p.m. on that day: Provided that in order to finish a stack half an hour extra may be worked without artificial light at the ordinary rate hereinafter provided: Provided also that, when employed threshing grass-seed in broken or windy weather, and it is found impracticable to work full time on any day, the work may be proceeded with before or after the hours above specified (but not with artificial light): Provided that not more than eleven hours shall be worked on any such day. After the completion of eleven hours' work under such broken weather conditions, overtime shall be paid at double the ordinary rate.

Number of Hands.

2. When threshing from the stack the number of hands employed shall be not less, for grain only, than—

- (a) In the bag-hole, three, except when the crop runs to less than twenty-five bags of oats or wheat per hour, when it shall be optional for the employer to employ the third man at other work about the mill.
- (b) On the sheaf-stack, three men; but when the stack exceeds 35 ft. in length the employer shall provide an extra man.
- (c) On mills having a patent feeder, a band-cutter shall be employed in addition to the man turning to the board.
- (d) On mills not having a patent feeder, in addition to the band-cutter a feeder shall be employed.
- (e) On mills not having a patent chaffer, one man shall be employed to take away the chaff.
- (f) One man shall be permanently employed on the straw-stack but the employer shall, when he considers it necessary, provide extra men.
- (g) On mills fitted with elevator to feeder, the feeder and band-cutter provided for in this clause may be dispensed with, and on American threshing-mills and others of similar construction the feeder band-cutter and one man on straw-stack may be dispensed with.
- (h) No youth under the age of eighteen years shall be employed on any mill.

Wages.

3. (a) The minimum rate of wages to be paid to all workers covered by this award shall be 1s. 6d. per hour and found.

(b) The millowner shall pay to the band-cutter or other worker who steers the engine and assists the driver in cleaning and oiling the mill an additional sum of £1 2s. 6d. per week for such services.

Meals.

4. The employer shall supply sufficient food of good quality for the following meals. Breakfast, morning lunch, dinner, afternoon lunch, tea: Provided, however, that lunches shall not be supplied when the mill is not working.

Threshing from the Stook.

5. When threshing from the stook the men who otherwise would be on the sheaf-stack may be placed by the farmer.

Payment of Wages.

6. The employer shall pay the men's wages to the millowner or his representative before the mill leaves the farm.

Termination of Employment.

7. Any worker leaving or being dismissed shall receive from the employer all wages due at the termination of the employment.

Time.

8. (a) Time shall commence when the mill starts threshing the first set on any farm, and shall continue until the mill leaves such set. Fifteen minutes shall be allowed and paid for the first setting and for each shift from set to set. These conditions shall apply until the whole of the threshing is completed on each farm.

(b) In the event of the mill being stopped for more than fifteen minutes on account of any accident, time lost shall not be counted as working-time.

(c) A man in the bag-hole shall keep the time on behalf of the men and the engine-driver on behalf of the farmer and millowner.

(d) Fifteen minutes in the morning and fifteen minutes in the afternoon shall be allowed for lunch, and shall be treated and paid for as time worked.

Interviews with Union Agents.

9. The assessors at the Conciliation Council recommend that any mill may be visited by an officer of the union once in each season, when such mill shall cease work 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 count as working-time.

Holidays.

10. The holidays shall be such as the employer and the majority of the men agree upon, but in no case shall the men be requested to work on Sunday, Anzac Day, Christmas Day, or Good Friday.

Travelling Sleeping-whare.

11. When the millowner does not find gratis a travelling sleeping-whare which contains sufficient space and ventilation and proper bunks for all the men employed on the mill, the employer shall provide reasonable sleeping-accommodation for all the men employed on the mill.

Settlement of Disputes.

12. In each and every case a representative of the men shall be elected or chosen for each mill, and all trivial disputes that may arise shall be decided by the representative of the men and the employer concerned: Provided the dispute does not come within the specific terms of this award.

Workers' Compensation.

13. For the purposes of the Workers' Compensation Act all workers covered by this award shall be deemed to be under a contract of service with the farmer for whom threshing is to be done, from the time the mill enters on his farm until it leaves such farm, and under a contract of service with the millowner in respect of any work done by them for him elsewhere.

Copy of Award to be Posted.

14. It shall be the duty of the millowner to see that a copy of this award is posted in a conspicuous place in or about the mill.

Exemption.

15. Engine-drivers are not covered by this award, nor shall this award apply to any farmer threshing his own grain, with his own mill, on his own farm.

Preference.

16. (a) If any employer shall hereafter engage any worker coming within the scope of this award who shall not be a member of the union, and who shall not become a member thereof within seven days after his engagement and remain such member, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union equally qualified to perform the particular work required to be done, and ready and willing to undertake the same. The provisions of this subclause relating to the dismissal of workers shall apply, with equal effect, to any worker coming within the scope of this award engaged since the 30th day of June, 1930, but before the coming into force of this award, who is not a member of the union during the currency of this award.

(b) The provisions of this clause shall operate only if and so long as the rules of the union shall permit any worker coming within the scope of this award of good character and sober habits to become a member of the union, upon payment of an entrance fee not exceeding 5s., upon a written application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week, and such

finer as may be lawfully imposed on him 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 by post at his last address as notified by him to the union, or for misconduct at a meeting of the union, or for 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.

Scope of Award.

17. This award shall operate throughout the Otago and Southland Industrial District.

Term of Award.

18. This award shall come into force on the 18th day of December, 1935, and 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 18th 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.