

CANTERBURY INDUSTRIAL DISTRICT.

(11299.) 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 its amendments; 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 union, persons, firms, and companies (hereinafter called "the employers") :—

The North Canterbury American Type Threshing-mill Owners' Industrial Union of Employers, Christchurch.

Aitken and Gillespie, Threshing-mill Owners, Methven.

Bailey, G. W., Threshing-mill Owner, Templeton.

Bowis Estate, Threshing-mill Owner, Doyleston.

Bowmans Ltd., Threshing-mill Owner, Upper Riccarton.

Bryden, H., Threshing-mill Owner, Culverden.

Bruere, G., Threshing-mill Owner, Rangiora.

Bishop, Jas., Threshing-mill Owner, Tinwald.

Bowman, E. A., Threshing-mill Owner, Oxford.

Barnes, G., Threshing-mill Owner, Darfield.

Campbell, J. H., Threshing-mill Owner, Balcairn.

Craig, Walter B., Threshing-mill Owner, Hawarden.

Coe, L. B., Threshing-mill Owner, Irwell.

Conway, H. J., Threshing-mill Owner, Rakaia.

Curragh Bros., Threshing-mill Owners, Templeton.

Calder, Jno., Threshing-mill Owner, Halkett.

Cridge, A., Threshing-mill Owner, Brookside.

Dalziel, H. B., Threshing-mill Owner, Amberley.

Everest Bros., Threshing-mill Owners, Greenpark.

Gardin and Robinson, Threshing-mill Owners, Brookside R.M.D.

Gibbs Bros., Threshing-mill Owners, Halswell.

Gadds Threshing Mills, Ltd., Threshing-mill Owners, Lyndhurst.

Greer, F. W., Threshing-mill Owner, Bryndwr.

Giles, R. B., Threshing-mill Owner, Box 807, Christchurch.

Hampton Bros., Threshing-mill Owners, Southbridge.

Happer, R., Threshing-mill Owner, Dunsandel.

Holland, A. G., Threshing-mill Owner, Darfield.

Hayes, W., Threshing-mill Owner, Halswell.

Hampton, R., Threshing-mill Owner, Southbridge.

Holland, Hugh, Threshing-mill Owner, Tinwald.

Jackson, G. W., Threshing-mill Owner, Ashley Bank.

Jones, T. B., Threshing-mill Owner, Hororata.

Kingsbury, A., Threshing-mill Owner, Box 40, Culverden.

Kellahon and Co., Threshing-mill Owner, Ashburton.

Knox Bros., Threshing-mill Owners, Ashburton.

Lynch, D., Threshing-mill Owner, Chertsey.

Lunan, W. C., Threshing-mill Owner, Box 33, Mayfield.

Lemon, L. C., Threshing-mill Owner, Doyleston.

Moody, H. C., Threshing-mill Owner, Springston South.

Maidonald, H. E., Threshing-mill Owner, West Eyreton.

Maw Bros., Threshing-mill Owners, Southbridge.

McIntyre, John, Threshing-mill Owner, Box 103, Ashburton.

McIntosh, A., Threshing-mill Owner, Southbrook.
 McIntyre, D. J., Threshing-mill Owner, Ashburton.
 McLachlan, D., Threshing-mill Owner, Omihi.
 Olliver, Jas., Threshing-mill Owner, Greenstreet.
 Powell, G., Threshing-mill Owner, Waddington.
 Perryman, G. S., Threshing-mill Owner, Lincoln.
 Pachnatz, F. and C., Threshing-mill Owners, Main Street, Oxford.
 Philpot, C., Threshing-mill Owner, Hawarden.
 Pearson Bros., Threshing-mill Owners, Willoughby.
 Pulley, P., Threshing-mill Owner, Loburn.
 Ross Bros., Threshing-mill Owners, Rakaia, Mount Hutt R.M.
 Stewart, A., Threshing-mill Owner, Rakaia.
 Smith, M., and Sons, Threshing-mill Owners, Rangiora.
 Smart, L. E., Threshing-mill Owner, Lincoln.
 Thorne, M., Threshing-mill Owner, Hororata.
 Thomas, S., Threshing-mill Owner, West Belt, Rangiora.
 Wilkie, F., Threshing-mill Owner, Box 12, Culverden.
 Zimmerman, F., Threshing-mill Owner, 103 Jefferys Road, Christchurch.

Bidmead, J., Threshing-mill Owner, Oxford.
 Burleigh, R., Threshing-mill Owner, Kirwee.
 Croy, A., Threshing-mill Owner, Brookside.
 Crampton, I., Threshing-mill Owner, Oxford.
 Eves, Threshing-mill Owner, Waddington.
 Fitzgerald, A., Threshing-mill Owner, Ashburton.
 Gardiner, H., Threshing-mill Owner, Irwell.
 Gibbs, H., Threshing-mill Owner, Fernside.
 Grigg, J. H., Threshing-mill Owner, Longbeach.
 Johnston, J. M., Threshing-mill Owner, Eiffelton.
 Lockhead, J. C., Threshing-mill Owner, Rakaia.
 Lully, P. J., Threshing-mill Owner, Southbridge.
 Lockhead, Mrs., Threshing-mill Owner, Leeston.
 Miles, Oscar, Threshing-mill Owner, Hawarden (farmer).
 Moore, R., Threshing-mill Owner, Eiffelton.
 McPherson, J., Threshing-mill Owner, Dunsandel.
 Read, P., Threshing-mill Owner, Eiffelton.
 Read, G., Threshing-mill Owner, Eiffelton.
 Reid Bros., Threshing-mill Owners, Bennetts.
 Reid, R., Threshing-mill Owner, Bennetts.
 Soal, J. L., Threshing-mill Owner, Tinwald.
 Savin, A., Threshing-mill Owner, Ellesmere.
 Taylor, W., Threshing-mill Owner, Ashton.
 Tilson, W. F., Threshing-mill Owner, Hinds.
 Thompson, Threshing-mill Owner, Waddington.
 Ward and Giles, Threshing-mill Owners, Ohoka.
 Westwood, T., Threshing-mill Owner, Darfield.
 Wootten, R., Threshing-mill Owner, Ashton.
 Cook, T. W., Threshing-mill Owner, Ohoka.
 Burns, J., Threshing-mill Owner, Domett.
 Rue, Albert, Threshing-mill Owner, Clarkeville.
 Holland and Son, Threshing-mill Owners, Clarkeville.
 Amos, A., Header Owner, Wakanui.
 Amor Bros., Header Owners, Rangiora.
 Arnold, G., Threshing-mill Owner, Laghmor.
 Anderson, Ray, Threshing-mill Owner, Darfield.
 Allen, A., Threshing-mill Owner, Killinchy.
 Banks, D., Header Owner, Pendarves.
 Bidmead, C. H., Clover Sheller Owner, Bexley.
 Busch Bros., Header Owners, Amberley (own work).

- Begg, Geo., Header Owner, Kirwee.
 Boag, J., Header Owner, Brookside.
 Brown, H., Header Owner, Seaview.
 Barker, G. W., Header Owner, Loburn.
 Boyce, J. B., Header Owner, Amberley.
 Boyce, Header Owner, care of Andrews and Beaven, 359 Moor-
 house Avenue, Christchurch.
 Butterick, F., Header Owner, Wakanui.
 Bailey, P., Threshing-mill Owner, Springston.
 Bailey, C., and Son, Threshing-mill Owners, Fernside.
 Black, R., Threshing-mill Owner, Waikari.
 Brooks, T., Threshing-mill Owner, Irwell.
 Burrows, J., Threshing-mill Owner, Chertsey.
 Begg, Mrs. E. M., Threshing-mill Owner, Wakanui.
 Croy, A., Header Owner, Chertsey.
 Carpenter, F. and L., Header Owners, Fernside.
 Croy, E., Header Owner, Rakaia.
 Colville, P., Header Owner, Tinwald.
 Cass, Frank, Header Owner, Greenstreet.
 Copeland, W., Header Owner, Dromore.
 Croft, C., Header Owner, Loburn.
 Collee, R., Header Owner, Aylesbury, Greendale.
 Collin, F., Header Owner, Greendale.
 Chambers, W., Threshing-mill Owner, Weedons.
 Callaghan, R. and J., Threshing-mill Owners, Methven.
 Crawford, C., Threshing-mill Owner, Wakanui.
 Cox, S., Threshing-mill Owner, Lyndhurst.
 Candy, F. C., Threshing-mill Owner, Courtenay.
 Carroll Bros., Threshing-mill Owners, Southbridge.
 Croft, T. F., Threshing-mill Owner, Amberley (own work).
 Campion, A., Threshing-mill Owner, Highbank.
 Carter and Johnston, Threshing-mill Owners, Tai Tapu.
 Donaldson, D., Header Owner, Allenton.
 Dalzell, N. H. G., Header Owner, Southbridge.
 Dawson, F. J., Header Owner, R.M.D., Fernside.
 Dyer Bros., Clover Sheller Owners, Fernside.
 Dixon, R. O., Header Owner, East Eyreton.
 Dixon, G. M., Header Owner, Amberley.
 Densem, Header Owner, Greendale-Aylesbury R.D.
 Doak, E., Threshing-mill Owner, Hawarden.
 Donald, W. L., Threshing-mill Owner, Leeston.
 Donald, A., Threshing-mill Owner, Doyleston.
 Dolan Bros., Threshing-mill Owners, Highbank.
 Eaden, E. W., Threshing-mill Owner, Ashburton.
 Eaden, F. R., Header Owner, Ashburton.
 Franks, W., Header Owner, Amberley.
 Finchman, H. E., Threshing-mill Owner, The Peaks, Hawarden.
 Foster Bros., Threshing-mill Owners, Ladbrooks.
 Fiecken and Dulieu, Threshing-mill Owners, Greenpark.
 Ferguson, W., Threshing-mill Owner, Winchmore.
 Gibbs, F. G., Clover Sheller Owner, 101 Wrights Road.
 Gamble, C., Header Owner, Oxford.
 Giles, E., Clover Sheller Owner, Clarkeville.
 Gallagher, D., Header Owner, Kirwee.
 Gibbs, A. R., Clover Sheller Owner, Halswell.
 Giles, R., Clover Sheller Owner, Sefton.
 Dulieu, H., Threshing-mill Owner, Tai Tapu.
 Gardiner, J., Threshing-mill Owner, Rakaia (private).
 Gilbert, W., Threshing-mill Owner, Hawarden.

Garlick Bros., Threshing-mill Owners, Oxford.
 Goulds, L., Threshing-mill Owner, Rakaia.
 Hunt, A. E., Threshing-mill Owner, Waipara.
 Heindsman, John, Threshing-mill Owner, Tai Tapu.
 Heslop, J., Estate, Threshing-mill Owner, Brookside.
 Horan, T., Threshing-mill Owner, Doyleston.
 Heslop, J., Threshing-mill Owner, Irwell.
 Hampton, D. and W. E., Threshing-mill Owners, Methven.
 Harper, J., Threshing-mill Owner, Lauriston.
 Harris, L., Threshing-mill Owner, Motukarara.
 Harrison, W., Header Owner, Rakaia.
 Harrison, R., Header Owner, Rakaia.
 Harrison, H., Header Owner, Rakaia (private).
 Henderson, K., Header Owner, Rangiora.
 Harrison, Thos., Header Owner, Methven.
 Horrell, Header Owner, Laghmor.
 Hopkins, A. K., Header Owner, Tinwald.
 Hall, J. D., Header Owner, Hororata.
 Hartnell, Geo., Header Owner, Culverden.
 Horn, J. C., Header Owner, Horrelville.
 James, H., Header Owner, Amberley (own work).
 Jeffs, Threshing-mill Owner, Rotherham.
 Jarman, C., Threshing-mill Owner, Greendale.
 Kelcher, W., Estate, Threshing-mill Owner, Balcairn (own work).
 Kingsbury, Header Owner, Kyle.
 Lemon, S. G., Header Owner, Lauriston.
 Lucas, G., Header Owner, Pendarves.
 Larsen, A., Header Owner, Swannanoa.
 Lowery, W. C., Threshing-mill Owner, Methven.
 Lill, D. M., Threshing-mill Owner, Brookside.
 Miles, R. G., Header Owner, Huntington-Tinwald.
 Maginess, L., Header Owner, Huntington-Tinwald.
 Moses and Pearson, Clover Sheller Owners, Willowby.
 Moody, S., Clover Sheller Owner, Woodend.
 Mills, John, Clover Sheller Owner, Strickland Street, Christchurch.
 Morrison, P., Threshing-mill Owner, Darfield.
 Meyers, J., Threshing-mill Owner, Tai Tapu.
 Maidens, A., Threshing-mill Owner, Lauriston.
 Maidens, L., Threshing-mill Owner, Winchmore.
 Marr, A. F., Threshing-mill Owner, Methven.
 McIlroy, L., Threshing-mill Owner, Mayfield.
 McLean, R., Threshing-mill Owner, Rakaia.
 McDonald, Ross, Threshing-mill Owner, Sheffield.
 McLaughlin, J. A., Threshing-mill Owner, Darfield.
 McJarrow Bros., Threshing-mill Owners, Racecourse Hill.
 McLaughlin, W., Threshing-mill Owner, Irwell.
 McEvedy, J. P., Threshing-mill Owner, Southbridge.
 McCartney, W. and J., Threshing-mill Owners, Tai Tapu.
 McGregor, D., Threshing-mill Owner, Springston.
 McGreach, J., Header Owner, Ashburton.
 McCormack and McKenzie, Header Owners, Lauriston.
 McKay, A., Clover Sheller Owner, Halkett.
 Nicholl, F. H., Header Owner, Wakanui.
 Oliver, J., Header Owner, Hororata.
 O'Grady, J. J., and Hammond, W. R., Header Owners, Winchmore.
 Parish, G., Header Owner, Ashburton Forks.
 Page, Geoff. R., Header Owner, Waipara.
 Payne, Thos., Threshing-mill Owner, Lauriston.
 Quinn, P., Threshing-mill Owner, Highbank.

Quigley Bros., Threshing-mill Owners, The Peaks, Hawarden.
 Ryde, E., Header Owner, Durham Street, Coalgate.
 Read, P., Header Owner, Eiffelton.
 Russell Bros., Header Owners, Omihi.
 Roscoe, A., Header Owner, Ladbrooks.
 Reid, D. S., Header Owner, Leeston.
 Ruddenklau, R., Header Owner, Rakaia R.D.
 Ridgen, E., Header Owner, Greendale.
 Ruddenklau Estate, Threshing-mill Owner, Methven.
 Robinson, S., Threshing Mill Owner, Methven.
 Richards, F., Threshing-mill Owner, Rakaia (private).
 Stewart, Arthur, Threshing-mill Owner, Coldstream.
 Sloss, John, Threshing-mill Owner, Omihi.
 Scarth, Threshing-mill Owner, Chertsey.
 Steffens, W., Threshing-mill Owner, Methven.
 Symes, Threshing-mill Owner, Kimberley.
 Shearer, J., Threshing-mill Owner, Winchmore.
 Scarf, Threshing-mill Owner, Rakaia.
 Sides, R., Header Owner, Lauriston.
 Stockdill, D., Header Owner, Highbank.
 Stockdill, R., Header Owner, Aylesbury.
 Stoddart, W. J., Header Owner, Eiffelton.
 Scarth, G., Header Owner, Seafield.
 Stevenson, J., Header Owner, Rakaia.
 Smith, T., Header Owner, Prebbleton.
 Scott, I., Header Owner, Winchmore.
 Thomas, M. A., Threshing-mill Owner, Amberley.
 Tipping, S., Header Owner, care of S. W. Andrews, Dallington.
 Todd, H. P., Clover Sheller Owner, Coutts Island.
 Taege, H. G., Header Owner, Greendale.
 Tutton, A. J., Header Owner, Swannanoa.
 Topp, E. C., Header Owner, Waipara.
 Tallott, E. D., Header Owner, Cust.
 Verrall, K., Header Owner, Winchmore.
 Waddell, Header Owner, Chertsey.
 Watson, R. P., Header Owner, Tinwald.
 West, C., Header Owner, Wakanui.
 Ward, C., Header Owner, Chertsey.
 Waddell Bros., Header Owners, Pendarves.
 Williams, G., Header Owner, Waipara.
 Wilson, W., Threshing-mill Owner, Wakanui.
 Walson, J., Header Owner, Pendarves.
 Walls, J., Clover Sheller Owner, Tinwald.
 Worsford, J., Clover Sheller Owner, Greendale.
 Wilson, S., Threshing-mill Owner, Methven.
 Watson, H., Threshing-mill Owner, Methven.
 Washbourne Bros., Threshing-mill Owner, Selwyn.
 Winter Bros., Threshing-mill Owners, Swannanoa.
 Withell, Norman, Threshing-mill Owner, Motukarara.
 Wright, Q., Threshing-mill Owner, Annat.
 Whittington Bros., Threshing-mill Owners, Motunau.
 Youngman, J. R., Threshing-mill Owner, Darfield.
 Young, A., Threshing-mill Owner, Irwell.
 Thornley, H., Threshing-mill Owner, Hawarden.
 Yeatman and Shaw, Header Owners, Ashburton.
 Ward, G., Threshing-mill Owner, Ohoka.
 Dynes, A., Header Owner, Seafield.
 Larsen, A., Header Owner, Cust.
 Bailey Bros., Threshing-mill Owners, Loburn.

Beaven, F. C., Threshing-mill Owner, Rotherham.
 Burrows, E., Threshing-mill Owner, Culverden.
 Brodie, Ross, Threshing-mill Owner, Culverden.
 Chapman, R. C., Threshing-mill Owner, West Eyreton.
 Craythorne, C. R., Threshing-mill Owner, Kaituna.
 Chapman, D., Threshing-mill Owner, West Eyreton.
 Croft, J. W., Threshing-mill Owner, Hawarden.
 Clucas, J., and Sons, Threshing-mill Owners, Hororata.
 Cunningham, D. J., Threshing-mill Owner, Hawarden.
 Davison, L. N., Threshing-mill Owner, Culverden.
 Hanrahan, J. P., Threshing-mill Owner, Rakaia.
 Holmes, A. G., Threshing-mill Owner, Rakaia.
 Heron, F., Threshing-mill Owner, Ohoka.
 Ironside, F. W., Threshing-mill Owner, Chertsey.
 James, G. A., Threshing-mill Owner, Sefton.
 Kingsbury Bros., Threshing-mill Owners, Dorie.
 Long, Threshing-mill Owner, Pendarves.
 Leach, W. J., Threshing-mill Owner, Scargill.
 Marshall, C. K., Threshing-mill Owner, Box 50, Rangiora.
 Matthews, W., Threshing-mill Owner, Springbank.
 Ormond and Rennie, Threshing-mill Owners, Culverden.
 Paget, F., Threshing-mill Owner, Rangiora.
 Reid, H., Threshing-mill Owner, Darfield.
 Streeter, T., Threshing-mill Owner, Motukarara.
 Warren, G., Threshing-mill Owner, Darfield.
 Witte, G., Threshing-mill Owner, Tai Tapu.
 Yeatman, A., Threshing-mill Owner, Leeston.
 Reid, P., Header Owner, Leeston.
 Larsen, S., Threshing-mill Owner, Swannanoa.
 Ridgen, E., Threshing-mill Owner, Greendale.
 Reid, D. G., Threshing-mill Owner, Leeston.

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, 1937, 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 9th day of December, 1936.

[L.S.]

E. PAGE, Judge.

SCHEDULE.

Hours of Work.

1. The hours of work shall be between 6 a.m. and 8 p.m. for stack threshing and 6 a.m. to 8.30 p.m. for stook threshing except on Saturdays, when the hours of work shall be between 6 a.m. and 5 p.m. for stack threshing and between 6 a.m. and 6 p.m. for stook threshing. Fifteen minutes extra shall be allowed to finish a set. The hours of work for headers shall be between 6 a.m. and 10 p.m., but where through weather conditions it is impossible to start before 10 a.m. the work may continue until midnight.

Number of Hands to be Employed.

2. (a) The minimum number of hands to be employed on each standard 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) When shelling clover the number of hands to be employed shall be driver, feeder, forker, and waterman.

(f) 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: Provided that where an elevator is used a strawman shall be employed.

(g) In the case of header harvesters the number of hands shall be not less than:—

Up to 8 ft. size	..	2 men.
Over 8 ft. and up to 12 ft. size	..	3 men.
Over 12 ft. and up to 16 ft. size	..	4 men.

(h) Should a standard or American mill or clover-huller be driven by means of a Diesel engine or tractor, then no waterman will be required.

(i) Should a mill or header be fitted with a mechanical appliance which appliance enables the work of one or more men to be performed mechanically, the number of hands to be employed on such machine may be reduced accordingly.

Waterman.

3. (a) The waterman shall attend to his horses (when such are used) whether the mill is working or not. Where a motor-vehicle is used for the cartage of water, coal, &c., then it will be the duty of the waterman to drive and keep such vehicle properly greased and attended to.

(b) Water for cooking shall be pure, and not taken from engine supply. A special barrel or dustproof utensil shall be found for this purpose.

Provisions relating to Feeders.

4. It shall be the duty of the feeder to assist the driver and to do repairs during the season outside the hours provided in clause 1. The feeder shall be paid not less than 2s. 9d. per hour threshing time, or £1 7s. 6d. a thousand bushels on all grain threshed. The feeder shall also be covered by clause 15.

Rates of Pay.

5. (a) Where the crop does not run at least one hundred bushels per hour workers on a standard or American mill shall be paid by the hour.

(b) The minimum rates for workers employed by the hour on standard or American mills, or clover-hullers, shall be 2s. 4½d. per hour.

(c) The minimum rate for workers employed by the hour on header harvesters shall be as follows:—

				Per Hour.	
				s.	d.
Drivers	..	..	..	2	6
Other workers	..	..	..	2	4½

(d) 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.

6. (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.

7. In all cases all tallies of work done shall be kept by the representative of the employer and a representative of the workers and certified to by the farmer or his representative if available at the conclusion of the threshing, and a copy of such tallies shall be posted in the whare at the end of the threshing on each farm.

Payment of Wages.

8. 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.

9. (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. 8d. 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 10s. 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.

(b) The sleeping-whare for a crew of nine men and cook 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 crews are of a lesser number. The cooking-whare shall be completely separated from the sleeping-whare.

(c) The wages for a cook shall be £5 2s. 6d. per week where nine men exclusive of the cook are employed; £4 15s. 9d. per week where eight men exclusive of the cook are employed; £4 7s. 6d. per week where seven men exclusive of the cook are employed; £4 per week where six men exclusive of the cook are employed; and £3 12s. 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, headers, and clover-hullers, it shall be sufficient compliance with the requirements of this clause if the employer—

- (i) Conveys the workers to and from his yard or base each day; and
- (ii) Arranges, where the workers do not provide their 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 the case of inclemency of the weather interrupting the work.

Trivial Disputes.

10. 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, and their decision shall be final.

Posting of Award.

11. 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.

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

Interview with Union Agent.

13. Reasonable facilities shall be given at each plant to the union organizer or other official of the union to enable him to transact the business of the union, provided that the plant shall not be stopped for more than twenty minutes in any one season by reason of such visits. Any time so lost shall not be counted as time worked.

Piecework.

14. (a) On standard mills when the crop runs 100 bushels per hour or over piecework may be worked at not less than the following rates—viz.: £1 3s. 9d. per 1,000 bushels for wheat or barley; £1 1s. 9d. per 1,000 bushels for oats.

(b) On American mills piecework may be worked when the grain being threshed runs not less than:—

- (i) On a 22 by 38 mill 60 bushels per hour, £1 19s. 7d. per 1,000 bushels for wheat and barley, or £1 16s. 3d. per 1,000 bushels for oats;
(ii) On a 28 by 46 mill 80 bushels per hour, £1 9s. 8d. per 1,000 bushels for wheat and barley, or £1 7s. 2d. per 1,000 bushels for oats.
(iii) On a 32 by 54 mill 100 bushels per hour, £1 3s. 9d. per 1,000 bushels for wheat and barley, or £1 1s. 9d. per 1,000 bushels for oats.

(c) If whilst engaged on piecework the worker does not earn the equivalent of hourly wages the deficiency shall be made up by the employer.

(d) Bagmen, whether on hourly work or piecework, shall be paid 1s. per 1,000 bushels threshed, in addition to the rates hereinbefore provided. The bagmen shall keep a tally of all grain, &c., threshed.

Shifting of Mill.

15. All men shall assist in the shifting, packing, and setting-up of the plant, and extra payment for such shall be at the rate of 2s. 4½d. per 1,000 bushels threshed.

Exemptions.

16. Provided drivers are paid at least 3s. per threshing-hour or 30s. per 1,000 bushels of grain threshed and found they shall be exempt from the provisions of this award:

Provided a farmer does no threshing or heading off his own farm then the provisions of this award shall not apply to him when threshing or heading his own grain with his own plant on his own farm.

Workers to be Members of Union.

17. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award:

Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Medical Outfit.

18. A fully equipped St. John ambulance first-aid compressed kit or similar outfit shall be kept in a convenient and accessible place about the mill to be used in the event of accident only.

Scope of Award.

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

Term of Award.

20. This award, in so far as it relates to wages, shall be deemed to have come into force on the 9th day of November, 1936, 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, 1937.

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 9th day of December, 1936.

[L.S.]

E. PAGE, Judge.

MEMORANDUM.

The only matter referred to the Court was the date of the coming into force of the award. In other respects the award embodies the recommendations arrived at by the assessors in Conciliation Council.

E. PAGE, Judge.