

(11327.) SOUTH 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 Waimate Workers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned union, persons, firms, and companies (hereinafter called "the employers") :—

The South Canterbury Threshing Mill Owners' Industrial Union of Employers (R. S. Goodman, Secretary), P.O. Box 219. Timaru.

Allan, Frederick Victor, Fairlie.
Anderson, W., Southburn, St. Andrews.
Annett, W., St. Andrews.
Bartlett, E., Waimate.
Beattie, R. W., Hilton.
Bockard, M., St. Andrews.
Brodie, Ross, Rangitata.
Brosnahan, Hugh, Rangatira Valley.
Charles, Frank, Hilton.
Christie, T., Pleasant Point.
Clarke, W. J., Seadown.
Colbourne, D., Waimate.
Craythorn, L. C., Pleasant Point.
Crossman, A. D., Milford.
Cumming, A., Willowbridge.
Dick, John, Fairlie.
Duggan, M., Timaru.
Fitzgerald, W., Kerrytown.
Finlay, W., Waihao Downs.
Geddes, Robt., Waihao Downs.
Gudsell, W., Winchester.
Hall, Mrs. C., St. Andrews.
Hayman, W., Waimate.
Hearn, C. F., Rangitata.
Henderson, W., Orari.
Hopkinson, D., Temuka.
Hawkins, E., Waimate.
Hayman, N., Waimate.
Kerr, E. G., Salisbury.
Kyle, T., Levels.
Lister, S. J., St. Andrews.
Lithgow, J., Timaru.
Lyons, John, Waitohi.
Martin, F., Otaio, South Canterbury.
Moore, A., Willowbridge.
Moore, W., Waitohi.
McCaw, Bros., Hakataramea.
McLean Bros., Waimate.
O'Loughlin, L., St. Andrews.
Orr, James, Waitohi.
Padkin, John, Hakataramea.

Palmer, R., Winchester.
 Preddy, J., Temuka.
 Prattley, Leonard, Milford.
 Pye and Co., Temuka.
 Robinson, A., Waimate.
 Ross and Son, Waimate.
 Ruddenklau, F., Orton, South Canterbury.
 Ruddenklau, Hy., Waimate.
 Ruddenklau, Frank, Orton.
 Ruddenklau, J. G., Glenavy.
 Ruddenklau and Co., The Valley, Waimate.
 Roberts, A. G., Pleasant Point.
 Saunders, A., Pleasant Point.
 Sewell, H. J., Cave.
 Snell, John, Rangitata.
 South, J. C., Winchester.
 South, A., Rangitata.
 Sullivan, M. J., Makikihi.
 Stokes Bros., Waitohi.
 Shaw, George B., Orton.
 Tozer, E. M., Timaru.
 Tozer, John, Pleasant Point.
 Talbot Bros., Waitohi.
 Talbot, Christopher, Claremont.
 Talbot, Percy R., Claremont.
 Talbot, W., Opihi.
 Trembath and Co., Waimate.
 Urquhart, J., Waimate.
 Winter, Wm., Albury.
 Wolf, E., Saltwater Creek, Timaru.
 Woods, D. S., Albury.

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 16th 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. except on Saturdays, when the hours of work shall be between 6 a.m. and 6 p.m. in stooks and between 6 a.m. and 5 p.m. in stacks. Fifteen minutes extra shall be allowed to finish a set.

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, three bagmen, one strawman, one waterman, and, in camp, one cook. In stack threshing the bag-carriers shall assist where required. In stook threshing three men shall be employed in the bag hole and three men forking in the paddock, and the farmer shall find an extra man to fork if required.

(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) When shelling clover the number of hands to be employed shall be driver, feeder, forker, and waterman.

(d) In the case of American and similar mills the number of hands (excluding the cook to be employed) shall be not less than—

For mills of not greater dimensions than 22 ft. by 38 ft.	5 men.
For mills of not greater dimensions than 28 ft. by 46 ft.	6 men.
For mills of not greater dimensions than 32 ft. by 54 ft.	8 men.

(e) In the case of header harvesters when threshing wheat, oats, barley, 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.

(f) 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.

Definition of "Waterman."

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

(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) All hands except the driver, feeder, and cook shall be paid 1s. 11d. per hour and found, the time to commence when the mill enters on the farm on which the crop is to be threshed and continue during all hours worked, including shifting-time from set to set until the finish of the last set on each farm; fifteen minutes in the morning and fifteen minutes in the afternoon shall be allowed for lunch and paid for; but does not include any time that the mill may be stopped exceeding ten minutes allowed for repairs or any other unavoidable cause, or any time occupied in shifting from farm to farm; but if the public road is used to expedite shifting between paddocks or farms immediately opposite one another, and the property of the one owner, such time shall be paid for. The rates for drivers shall not be less than 3s. per hour, and found, and the feeder 2s. 5d. per hour and found. The wages for a cook shall

be £5 2s. 6d. per week where eight or more men exclusive of the cook are employed, and £4 12s. 6d. per week where not more than seven men exclusive of the cook are employed. Seven days shall constitute a cook's week.

(b) The minimum rate for workers employed on header harvesters shall be as follows:—

Driver	2s. 6d. per hour and found.
Other workers ..	2s. 4½d. per hour and found.

(c) Three-quarters of an hour shall be allowed for dinner, and such time shall not be paid for.

Termination 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 two days' 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.

(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. In all cases the number of hours worked shall be kept by the representatives of the employers and workers, and certified to by the farmer or his representative at the conclusion of the threshing, and a copy of same posted in the whare at the completion of the threshing on each farm.

Food to be supplied.

7. (a) All food supplied shall be of sufficient quantity, sound, well cooked, and properly served by the cook, and the following rations shall be supplied: Bread, factory or good separator butter, jam, sugar, syrup or treacle, tea, coffee, milk (fresh or condensed), cheese, potatoes, green vegetables, onions, peas, beans, oatmeal, rice, barley, cornflour, tapioca, sago, currants, raisins, dried apricots or prunes or stewing fruit, table salt, curry, mustard, spices, pepper, herbs, essences, vinegar, sauce, carbonate of soda, cream of tartar, suet, meat, and an amount of fish not exceeding 1 lb. per man in any one week

may be substituted for meat; also soap and washing soda for cleaning cooking-utensils. Delf or enamel ware and forks other than steel forks shall be provided for the use of the men.

(b) When the mill is working, meals shall consist of breakfast, lunch, dinner, lunch, and tea. When the mill is idle, the lunches are not to be supplied.

(c) The employer shall provide for sleeping accommodation weather-proof and properly ventilated huts.

(d) In the case of header harvesters 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 for the supply of sufficient and substantial meals for the workers at the usual times; and
- (iii) Makes provision for adequate shelter, and (where necessary) for conveyance thereto, in the case of inclemency of the weather interrupting the work.

(e) The employer shall provide his employees with the stipulated accommodation in the event of the operations being temporarily suspended through breakdown or inclement weather.

Temporary Disputes.

8. In every case a representative of the men shall be elected or chosen for each mill at each camp, and all trivial disputes that shall 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.

Interview with Union Agent.

9. Any mill may be visited by an officer of the union at any time, and once in each season when threshing stacks, and the mill must stop for fifteen minutes to allow the officer to transact union business. Such lost time shall not be counted as working-time.

Workers to be Members of Union.

10. (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.)

Holidays.

11. (a) The following holidays shall be observed: Good Friday or Easter Monday.

(b) It shall be competent for the employer and the majority of the workers on each mill to agree to the substitution of one other day in lieu of above. Sunday threshing is prohibited.

Posting of Award.

12. A copy of this award shall be posted up in the galley at the mill by the employer for the information of the men.

Rope for Strawmen.

13. Strawmen shall be supplied by the employer with 40 ft. of rope.

Payment of Wages.

14. 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 the worker, pay to such worker or his order any sum not exceeding 75 per cent. of the net amount then due to him.

Piecework.

15. No piecework shall be allowed.

Payment of Orders.

16. Each threshing-mill owner in the South Canterbury District party to this award, whether he is a member of the South Canterbury Threshing Mill Owners' Industrial Union of Employers or not, 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 mill on the written order of the men enrolled.

Medical Outfit.

17. A first-aid compressed kit shall be kept in a convenient and accessible place about the mill, to be used in the event of accident only. Such outfit to be kept fully equipped.

Exemptions.

18. The provisions of this award shall not apply to any farmer threshing his own grain with his own mill on his own farm.

Scope of Award.

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

Term of Award.

20. This award in so far as it relates to wages shall be deemed to have come into force on the 1st day of December, 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 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 16th day of December, 1936.

[L.S.]

E. PAGE, Judge.

MEMORANDUM.

The only matter referred to the Court related to exemptions. In other respects the award embodies the recommendations arrived at by the assessors in Conciliation Council.

E. PAGE, Judge.