

(10997.) 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 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") :—

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.
 Brosnahan, Hugh, Rangitira Valley.
 Charles, Frank, Hilton.
 Christie, T., Pleasant Point.
 Clarke, W. J., Seadown.
 Colbourne, D., Waimate.
 Craythorne, L. C., Pleasant Point.
 Crossman, A. D., Milford.
 Crowley, M., Otaio.
 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.
 Kyle, T., Levels.
 Lister, T., St. Andrews.
 Lithgow, J., Timaru.
 Lyons, John, Waitohi.
 Moore, A., Willowbridge.
 McCaw Bros., Hakataramea.
 McLean Bros., Waimate.
 O'Loughlin, L., St. Andrews.
 Orr, James, Waitohi.
 Padkin, John, Hakataramea.
 Palmer, E., Winchester.
 Preddy, J., Temuka.
 Prattley, Leonard, Milford.
 Robinson, A., Waimate.
 Ross and Son, Waimate.
 Ruddenklau, Hy., Waimate.

Ruddenklau, Frank, Orton.
 Ruddenklau, J. G., Glenavy.
 Roberts, A. G., Pleasant Point.
 Saunders, A. G., Pleasant Point.
 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.
 Urquhart, J., Waimate.
 Winter, Wm., Albury.
 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 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 7th day of February, 1936.

[L.S.]

E. PAGE, Judge.

SCHEDULE.

Hours of Work.

1. The hours of work when stack-threshing 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. The hours of work when stook-threshing shall be between 5.30 a.m. and 9 p.m., except on Saturdays, when the hours of work shall be between 5.30 a.m. and 7.30 p.m. 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) Except through accident to or illness of any worker, the number of hands to be employed at each mill when working shall consist of feeder, driver, three stackmen, three bagmen, one strawman, and waterman, and (in camp) one cook; but should a mill be fitted with any patent appliance the work equivalent done by such appliance shall be taken into account when manning the mill, and the number of hands reduced accordingly. In stack-threshing the bag-carriers shall assist when required. In stook-threshing three men shall be employed in the baghole, and three men forking in the paddock, and the farmer shall find an extra man to fork if required.

(b) 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., five men; for mills of not greater dimensions than 28 ft. by 46 ft., seven men; for mills of not greater dimensions than 32 ft. by 54 ft., eight men.

Definition of "Waterman."

3. (a) It shall be the duty of the waterman in all cases to attend to his 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. 7½d. per hour and found, the time to commence from ten minutes after the mill enters on the farm upon which the crop is to be threshed or reaches the first set, and shall 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. Any time that the mill may be stopped exceeding ten minutes allowed for repairs or other unavoidable cause, or any time occupied in shifting from farm to farm shall not be paid for, 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 cook shall be paid £4 11s. per week on standard mills and £4 4s. per week on American and similar mills, and the feeder 2s. 1½d. per hour.

(b) Reasonable time up to one hour shall be allowed for dinner, and such time shall not be paid for.

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 two days' notice or two average days' pay, except where it shall be for incompetence 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 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. In all cases the number of hours worked shall be kept by the representative of the employers and workers, and certified by the farmer or his representative.

Exemptions.

7. (a) Drivers shall be exempt from the operation of this award.

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

Food and Accommodation.

8. (a) All food supplied shall be of sufficient quantity and of good quality, including butter and jam, quite up to the standard supplied previously under the late co-operative system, and shall be properly cooked, and shall consist of the following number of meals when working: Breakfast, lunch, dinner, lunch, tea. When the mill is idle the lunches are not to be supplied.

(b) Huts shall be provided by the employer for sleeping-accommodation.

(c) In the case of American and similar mills operating within a radius of ten miles from their base, it shall be a sufficient compliance with the provisions of this award relating to the supply of accommodation and food if the employer—

- (i) Conveys the workers to and from their respective places of residence each day; and,
- (ii) Where all food is not provided, pays an additional wage of 4½d. per hour to the workers, with a *pro rata* reduction for any meals supplied.

Temporary 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.

Preference.

10. 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 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 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.

Holidays.

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

(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 the above.

Posting of Award.

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

Rope for Strawman.

13. Strawmen shall be supplied by the employer with 20 ft. of rope.

Payment of Wages.

14. It shall be competent for a worker to enter into an arrangement with his employer for the payment of 75 per cent. of his wages fortnightly.

Payment of Orders.

15. 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 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.

16. 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.

Scope of Award.

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

Term of Award.

18. This award, in so far as it relates to wages, shall be deemed to have come into force on the 7th day of January, 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, 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 7th day of February, 1936.

[L.S.]

E. PAGE, Judge.

MEMORANDUM.

In Conciliation Council the assessors agreed on the inclusion of the following clause:—

“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.”

As this clause does not come within the definition of “industrial matters” set out in the Industrial Conciliation and Arbitration Act, 1925, it cannot be included in the award.

The assessors also agreed on a clause prohibiting piecework. In view of the provisions of section 11 of the Industrial Conciliation and Arbitration Amendment Act, 1932, this clause has been omitted from the award.

The only matter referred to the Court was the question of “medical outfit.” In other respects the award embodies, with minor verbal alterations, the recommendations of the Conciliation Council.

E. PAGE, Judge.