

**NORTHERN, TARANAKI, AND WELLINGTON INDUSTRIAL DISTRICTS THRESHING-MILL, CHAFF-CUTTERS, AND CLOVER-SHELLERS.—AWARD.**

*[Filed in the Office of the Clerk of Awards, Wellington.]*

In the Court of Arbitration of New Zealand, Northern, Taranaki, and Wellington Industrial Districts.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the New Zealand Workers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Back, L., Millowner, Shannon.

Barber, Stan., Millowner, Shannon.

Brogden, C. J., Threshing-mill Owner, River Road, Masterton.

Carter, Ben., Millowner, Takapau, Hawke's Bay.

Chapman, W., sen., Threshing-mill Owner, Martinborough.

Clarke, Norman, Millowner, Makotuku.  
 Eaton, T. R., Hay-press Owner, Longbush.  
 Eggleton, W., Threshing-mill and Hay-press Owner, Bunnythorpe.  
 Feast, W. J., Hay-press Owner, Ahikouka, Greytown.  
 Garrity Bros., Hay-press Owners, Greytown.  
 Grant, J., Millowner, Hatuma, Hawke's Bay.  
 Gray Bros., Threshing-mill Owners, Greytown.  
 Johnston, L., Threshing-mill Owner, Carterton.  
 Jensen, A., Hay-press Owner, Palmerston North.  
 Jensen, E. C., Hay-press Owner, Palmerston North.  
 Jensen, H. W., Hay-press Owner, Kairanga.  
 Keast, W., Threshing-mill Owner, Mangatainoka.  
 Keats, O. R., Hay-press Owner, Mangamutu, Pahiatua.  
 Kernohan, D., Threshing-mill and Hay-press Owner, Longburn.  
 Langley, E. M., Millowner, Hastings.  
 Loughnan, A. B., Millowner, Otane, Hawke's Bay.  
 Loughnan, T., Millowner, Otane, Hawke's Bay.  
 Marra, C., Millowner, Waipukurau.  
 McLennon, Mrs D., Chaffcutter-owner, Taringamotu.  
 McPhee, Duncan, Threshing-mill Owner, Carterton.  
 Meyer, A. H., Millowner, Calico Line, Marton.  
 Morris, Geo., Millowner, Ngareta Street, Marton.  
 Neilson, R., Hay-press Owner, Main Road, Pahiatua.  
 Nilsson, R. J., Hay-press Owner, Eketahuna.  
 Nitschke, H. C., Threshing-mill Owner, Bonny Glen.  
 Oppatt, W. H., and Son, Threshing-mill and Hay-press Owners,  
     Sanson.  
 Parsons, H. T., Threshing-mill Owner, Martinborough.  
 Perry, Geo., Millowner, Waipukurau.  
 Peterson, Geo., Millowner, Kakariki.  
 Phelps, T., Hay-press Owner, Carterton.  
 Pilcher, P. A., Millowner, Otane, Hawke's Bay.  
 Polson, Norman, Millowner, Broadwood, Takapau.  
 Price, E. G., Threshing-mill Owner, High Street, Masterton.  
 Rickard, H., Threshing-mill and Chaffcutter-owner, Manutuke,  
     Gisborne.  
 Saunders, Alf., Millowner, Bell Street, Marton.  
 Schwass, J., Hay-press (2) Owner, Tokomaru.  
 Sutton, L., Threshing-mill Owner, Upper Plain, Masterton.  
 Watkins, A., Millowner, Hastings.  
 Waugh, H., Millowner, Onga Onga, Hawke's Bay.

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 30th day of September, 1938, 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 26th day of October, 1937.

[L.S.]

P. J. O'REGAN, Judge.

#### SCHEDULE.

##### *Hours of Work.*

1. The hours of work shall be between 7 a.m. and 8 p.m., Monday to Friday inclusive, and from 7 a.m. to 5 p.m. on Saturday.

These hours shall apply to all classes of work, but fifteen minutes extra shall be allowed to finish a set.

##### *Number of Hands.*

2. (a) Except through accident to or illness of any worker, the number of hands to be employed on each standard mill in the North Island, when working, shall be as follows:—

Standard 4 ft. 6 in. English mill, driver, feeder, two stack-men, one bag-man and two straw-men for grass-seed.

For grain, one man extra for mills with elevating feeder, and on mills with no such feeder two extra men shall be employed.

(b) Youths under the age of eighteen years shall not be employed on any threshing-mill.

(c) Clover-shellers: When shelling clover, the number of hands to be employed shall be as follows: Feeder, driver, and stackman.

(d) Where American mills or mills of a similar pattern are used, then the number of hands to be employed shall be not less than:

American mills with automatic stackers, 22 in. by 38 in., three men on grass-seed and when on grain one additional man shall be employed; 28 in. by 46 in., four men on grass-seed and when on grain one additional man shall be employed.

For mills of not greater dimensions than 28 in. by 46 in., six men; for mills of not greater dimensions than 32 in. by 54 in., eight men.

(e) In the case of header harvesters, when threshing wheat, oats, and barley the number of hands to be employed shall be not less than: Up to 8 ft. size, two men; over 8 ft. and up to 12 ft., three men; over 12 ft., four men. When heading clover, the number of hands shall be not less than two.

#### *Rates of Pay.*

3. (a) All hands except driver and feeder shall be paid not less than 2s. 6d. per hour not found.

(b) Time shall commence fifteen minutes prior to the mill commencing work and continue during all working-hours, including shifting from set to set, until the last set on the farm is completed; fifteen minutes morning and afternoon for "smoke-oh" shall be allowed and paid for. But this does not include any time the mill may be stopped, exceeding fifteen minutes for repairs, or other unavoidable causes, 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 each other and the property of one owner, then such time shall be paid for.

(c) Driver (steam), 3s. per hour, plus 1s. 6d. per day "getting-up steam" allowance.

(d) Feeder (English mill), 2s. 9d. per hour.

(e) Driver-foreman tractor-driven mills, 2s. 9d. per hour.

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

Driver, 3s. per hour not found.

Other workers, 2s. 9d. per hour not found.

The above workers shall not be entitled to any payment for the hour which is allowed for dinner.

(g) Workers employed on any threshing-mill, hay-press, or clover-sheller may be employed by the millowners during the off-season at such rate of wages as may be mutually agreed upon. In case of disagreement, the matter in dispute shall be referred to the New Zealand Workers' Union.

*Tallies of Time worked.*

4. In all cases the number of hours worked shall be kept by a representative of the union and the employer or his agent and posted up in a conspicuous place on the completion of the threshing of each farm.

*Chaff-cutters: Rates of Pay.*

5. (a) The minimum rates of pay for cutting oat-sheaf chaff shall be:—

				Per 100 Bags.	
				s.	d.
Foreman	..	..	..	..	5 0
Feeder	..	..	..	..	4 9
Driver	..	..	..	..	4 9
And three other hands			..	..	4 6

These rates shall be for 14 in. machines, and for smaller machines one hand less shall be employed.

(b) When cutting other than sheaf oats, double the above rates shall be paid.

*Balers and Pressers: Number of Hands and Rates.*

6. (a) Steam-power balers: The number of hands shall be six.

Driver, 5s. 6d. per 100 bales.

Feeder, 4s. 9d. per 100 bales.

Other hands, 4s. 6d. per 100 bales.

(b) Oil-power balers: The number of hands shall be five.

Driver and feeder, 5s. per 100 bales.

Other hands, 4s. 6d. per 100 bales.

(c) When baling-out of the paddocks, the farmer shall find the men for the sweeps, and when baling-out of stacks, the farmer shall find one extra man if necessary.

(d) All stack-stripping time shall be paid for at award hourly rates.

(e) Wherever pick-up balers are used, four men shall be employed—driver and three other hands.

*Farmer-owned Balers, &c.*

7. Farmers operating threshing-balers or chaff-cutting plants with farm hands shall pay the rates specified in this award.

*Pressing Straw and Threshed Hay.*

8. (a) Pressing done from elevator shall be paid for at the following rates:—

Feeder	..	..	5s. per 100 bales.
Other hands	..	..	4s. 6d. per 100 bales.

But in no case shall the above rates be less than the minimum award hourly rates.

(b) Pressing straw and threshing hay from stack shall be paid for at the same rates and conditions as those specified in clause 6 hereof.

*General Conditions.*

9. (a) All bags shall be at the stack or set in a convenient place when the machine arrives.

(b) Wages shall be paid fortnightly at the employer's depot and, if the cheque is not on a local bank, exchange shall be added.

*Termination of Employment.*

10. (a) Should any worker desire to leave the mill during the currency of the season he shall give the driver in charge one day's notice of his intention to do so or forfeit one average day's pay.

(b) Should any employer desire to dismiss a worker he shall give him one day's notice or one average day's pay, except where it shall be for incompetence or wilful disobedience of orders, when such a dismissal may be summary and without compensation and his services shall be terminated at the mill.

(c) Any worker leaving or being dismissed summarily shall receive from the employer all wages due to him at the employer's depot within twenty-four hours of termination of employment.

*Holidays.*

11. (a) The following holidays shall be observed: Good Friday, Easter Monday, Anzac Day, Labour Day, Christmas Day, Boxing Day, New Year's Day, and King's Birthday.

(b) Work done on any of these days shall be paid for at double ordinary rates. Work may continue until 4 p.m. on Christmas Eve.

*Transport.*

12. It shall be the duty of the employer to transport the men to and from his depot to the work each day.

*Medical Outfit.*

13. (a) A fully equipped ambulance kit for first aid shall be kept by the driver or foreman in a convenient and accessible place, to be used only in the event of an accident.

(b) Should any worker meet with an injury he shall be conveyed, if medical attention is required, to the nearest doctor or hospital as speedily as possible by the employer free of charge.

*Posting of Award.*

14. A copy of this award shall be posted up in a conspicuous place at the depot by the employers for the information of the men.

*Workers to be Members of Union.*

15. (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.)

*Scope of Award.*

16. This award shall operate throughout the Northern, Taranaki, and Wellington Industrial Districts.

*Term of Award.*

17. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of October, 1937, 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 30th day of September, 1938.

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 26th day of October, 1937.

[L.S.]

P. J. O'REGAN, Judge.

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MEMORANDUM.

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

P. J. O'REGAN, Judge.

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