

SOUTH CANTERBURY **CHAFFCUTTERS.**—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 New Zealand Workers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Armstrong, T., Waihaorunga.
Borrell, L., Orari.
Christie, T. P., Pleasant Point.
Clarke, V., Fairview.
Clee, J. E., Hakataramea.
Colbourne, D., Waimate.
Gudsell, A., Winchester.
Hawkins, Mrs., Waimate.
Kelliher, J., Geraldine.
Kingsbury, A., Hook, Waimate.
Kyle, T., Levels.
Melton, B., Waimate.

Moore, A., Willowbridge.
Neilson, P., Fairlie.
Patrick, W., Pleasant Point.
Saunders, A., Pleasant Point.
Shaw, G., Orton.
Thompson, I., St. Andrews.
Tiffin, J., Makikihi.
Tozer, E., Timaru.
Trembath, E. A., Waimate.
Winter, W., Albury.
Wood, H., and Sons, Albury.
Wright, J., Temuka.

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 August, 1939, 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 20th day of February, 1939.

[L.S.]

P. J. O'REGAN, Judge.

SCHEDULE.

Hours of Work.

1. The hours of work shall be between 6 a.m. and 8 p.m., except on Saturdays, when they shall be between 6 a.m. and 4 p.m.; but no worker shall 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 or through any cause beyond the control of the employer, the minimum number of hands to be employed at each steam or

tractor-driven chaffcutter shall consist of driver, feeder, two stackmen, two bagmen, waterman, and, in camp, one cook. One worker less may be employed, in which case the rates set out in clause 4 (b) shall be paid. When cutting oat-sheaf chaff the waterman shall assist in the baghole when required; when cutting straw chaff the waterman shall assist on the straw stack.

(b) On motor-driven chaffcutters and on steam-driven chaffcutters mounted on a single chassis there shall be driver, feeder, two stackmen, two bagmen, and, in camp, one cook, except in the case of a three-knife cutter, when one man less may be employed on the stack.

Definition of "Waterman."

3. It shall be the duty of the waterman in all cases to attend to his horses, whether the chaffcutter is working or not, and provide water if required. If necessary, he shall provide water outside the working-hours specified in clause 1 hereof.

Rates of Pay.

4. The minimum rates of pay shall be as follows:—

				Per Hundred Bags.	
				s.	d.
(a)	Where seven men are employed—				
	Driver	..	..	.. 3	5
	Feeder	..	..	.. 3	2
	Ordinary hands	..	..	.. 2	6

				Per Hundred Bags.	
				s.	d.
(b)	Where six men are employed—				
	Driver	..	..	.. 3	5
	Feeder	..	..	.. 3	2
	Ordinary hands	..	..	.. 2	9

(c) On three-knife cutters employing one man less, as provided in clause 2 (b) hereof—

				Per Hundred Bags.	
				s.	d.
	Driver	..	..	.. 3	11
	Feeder	..	..	.. 3	8
	Ordinary hands	..	..	.. 3	4

(d) When cutting straw chaff, 10d. extra per hundred bags shall be paid to each hand employed.

(e) Where men are engaged under this award for a week or less they shall be paid a minimum of 12s. for each day upon which work is done if and when the piece-rate earnings provided herein do not exceed the said minimum.

(f) All men employed shall be provided with food and accommodation.

(g) The minimum rate of pay for cooks shall be £3 10s. per week, and they shall be supplied with food and accommodation.

Termination of Employment.

5. (a) Should any man desire to leave the chaffcutter 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 an 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.

(b) Any worker leaving or being dismissed shall receive from the machine-owner all wages due at the termination of his employment, such wages to be paid at the plant, or time taken in collecting same to be paid for at the minimum rate.

Tally Representative.

6. One of the men in the baghole shall be elected by the men to keep tally of the bags.

Union Organizer.

7. Reasonable facilities shall be given on each chaffcutter to the union organizer or any other official of the union to enable him to transact the business of the union. Any time so lost shall not be counted as working-time.

Holidays.

8. (a) The following holidays shall be observed: Good Friday or Easter Monday, Anzac Day, Labour Day, Boxing Day, New Year's Day, local sports-day, and picnic-day.

(b) Work done on any of these days shall be paid for at double ordinary rate.

(c) Working on Sundays shall be strictly prohibited.

Temporary Disputes.

9. A representative of the men shall be elected or chosen for each chaffcutter 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.

Payment of Orders.

10. Each employer covered by this award shall pay to the organizer of the union on demand all moneys due to the union on the written order of the men concerned.

Medical Outfit.

11. A first-aid compressed kit shall be kept in a convenient and accessible place about the machine, for use only in the case of accident, and it shall be left in charge of the driver, whose duty it shall be to see that it is kept fully equipped.

Posting of Award.

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

Food to be supplied.

13. (a) All food supplied shall be of sufficient quantity and of good quality, and shall be properly cooked, and shall consist of the following number of meals: Breakfast, lunch, dinner, lunch, tea.

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

Accommodation.

14. (a) Each chaffcutter shall provide a cooking-whare and sleeping-whare, well ventilated, and sufficient to accommodate all workers engaged with the machine. The cooking-whare shall be completely separated from the sleeping-whares.

(b) Employers shall, when travelling on the road with the chaffcutter, make reasonable provision for the protection 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.)

Application of Award.

16. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer who, not being an original party hereto, is, when this award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within that portion of the industrial district to which this award relates.

Scope of Award.

17. This award shall operate throughout that portion of the Canterbury Industrial District lying between the Rangitata and Waitaki Rivers; but this award shall not apply to any farmer cutting his own chaff on his own property with his own plant, but if any work is undertaken outside his own farm, then all the provisions of this award shall apply.

Term of Award.

18. This award, in so far as it relates to wages, shall be deemed to have come into force on the 9th day of December, 1938, 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 August, 1939.

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 20th day of February, 1939.

[L.S.]

P. J. O'REGAN, 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. Wages have been made payable retrospectively, in accordance with the agreement of the parties.

P. J. O'REGAN, Judge.