

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 New Zealand Workers' Industrial Union of Workers (hereinafter called "the union") and the South Canterbury Threshing-mill Owners' Industrial Union of Employers (hereinafter called "the employers") :—

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, 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 7th day of February, 1939.

[L.S.]

P. J. O'REGAN, Judge.

SCHEDULE.

Hours of Work.

1. The hours of work on threshing-mills when threshing in stooks shall be between 7 a.m. and 9 p.m., except on Saturdays, when the hours of work shall be between 7 a.m. and 7.30 p.m. When threshing in stacks the hours shall be between 6 a.m. and 8 p.m., except on Saturdays, when the hours shall be between 6 a.m. and 5 p.m. Fifteen minutes extra shall be allowed to finish a set. Work on header harvesters shall cease not later than 10 p.m.

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 or 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 in. by 38 in., five men.

For mills of not greater dimensions than 28 in. by 46 in., six men.

If an elevator is used an extra strawman shall be employed.

For mills of not greater dimensions than 32 in. by 54 in., eight men.

(e) Except as hereinafter provided, the number of hands for header harvesters when threshing wheat, oats, or barley shall be not less than:—

Up to 8 ft. size, two men.

Over 8 ft. and up to 12 ft. size, three men.

Over 12 ft. and up to 16 ft. size, four men.

(f) When a header harvester is used as a stationary mill it shall be manned as provided in subclause (d) hereof.

(g) Should a mill or header be fitted with a mechanical appliance that 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, and he shall clean the sleeping quarters during working hours each day.

(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 2s. 2d. per hour and found, the time to commence when the mill enters on the farm on which the crop is to be threshed and continued 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. Threshing-time 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. 4d. per hour and found, and the feeder, 2s. 8d. per hour and found. The wages for a cook shall be £5 10s. per week where eight or more men, exclusive of the cook, are employed, and £5 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 harvester shall be as follows:—

Driver, 2s. 8d. per hour and found.

Other workers, 2s. 6½d. 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 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 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 weatherproof and properly ventilated huts.

(d) In the case of header harvesters it shall be a compliance with the requirements of this clause if the employer:—

- (1) Conveys the workers to and from his yard or base each day; and
- (2) Arranges for the supply of sufficient and substantial meals for the workers at the usual times; and
- (3) 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.

Trivial 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. The mill shall 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 the Union.

10. Every worker employed within the scope of this award shall become a financial member of the New Zealand Workers' Industrial Union of Workers. Reasonable facilities shall be given to all employees on threshing-mills, header harvesters, and clover-shellers to become members of the New Zealand Workers' Industrial Union of Workers; and upon the visit of the official organizer or other accredited official of the union each worker shall pay his union contributions by cash or order on his employer. Any worker refusing to become a member shall be summarily dismissed.

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.

(c) Sunday threshing and heading shall be prohibited.

Posting of Award.

12. A copy of this award shall be posted up on 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 Order.

16. 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.

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 shall be kept fully equipped.

Exemptions.

18. 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 mill on his own farm.

Application of Award.

19. 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.

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

Term of Award.

21. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st 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 July, 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 7th 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. Wages have been made payable retrospectively by agreement of the parties.

At the hearing the representatives of the parties agreed to the inclusion in the award of clause 18 on the understanding that it was not treated as a precedent in the settlement of future disputes.

P. J. O'REGAN, Judge.