

NORTH CANTERBURY **CHAFFCUTTERS AND BALERS.**—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 undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Bowman, E. A., Oxford.

Bowmans Ltd., Upper Riccarton.

Curragh, Jas., and Co., Ltd., Templeton.

Hayes, W., Halswell.

Philpott, L. E., Hawarden.

Thompson Bros., Highbank.

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 from the 1st day of December, 1940, and shall continue in force until the 31st day of July, 1941, 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 duly appointed delegate of the Court hath hereunto set his hand this 28th day of November, 1940.

[L.S.] J. A. GILMOUR, Stipendiary Magistrate,
Acting as a duly appointed delegate
of the Court of Arbitration.

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 noon, baling-out of the paddock excepted. When cutting or baling for shipment the hour for ceasing work on

Saturday may be extended to 4 p.m., and when baling-out of the paddock to 6 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) The number of hands to be employed on a standard chaffcutter shall be five. When cutting straw from stack the farmer shall find an extra man. When cutting from a wallop the farmer shall find two extra men. Where the chaffcutter is not of standard size, then the number of men may be reduced accordingly, and the wages increased proportionately.

(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, and while the plant is without the full complement the remaining workers shall receive the absent worker's pay distributed on an equal basis.

Rates of Pay.

3. (a) The minimum rates of pay per ton shall be as follows:—

				Oat Sheaf.	Straw.	
				s.	d.	
Driver	..	..	..	..	1 3	} Double oat-sheaf rates.
Feeder	..	..	..	..	1 2	
Other workers	..	..	..	..	1 1	

(b) The steerer on steam plants shall receive 1d. per ton extra on the above rates.

(c) When cutting oat sheaf, if the chaff is over thirty full-size sacks to the ton it shall be paid for at straw rates.

(d) All bags shall be at the stack and in a convenient place when the machine arrives.

(e) Wages shall be paid fortnightly in working-hours, and if the cheque is not on a local bank, exchange shall be added.

(f) While men are stripping wallops or old straw stacks they shall be paid not less than 2s. 6d. per hour.

Termination of Employment.

4. (a) Should any man desire to leave the chaffcutter or baler 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.

(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 machine, or time taken in collecting same to be paid at the minimum rates.

Tally Representative.

5. One of the men in the bag-hole shall be elected by the men to keep tally of the bags.

Accommodation.

6. Where whares are not provided free of cost it shall be the duty of the employer to transport the men from his depot to and from their work each day.

Holidays.

7. (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, except when baling-out of paddock, when either Boxing Day or New Year's Day shall not be considered a holiday. All work shall cease at noon on Christmas Eve.

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

(c) Working on Sundays shall be prohibited.

Union Organizer.

8. Reasonable facilities shall be given on each chaffcutter or baler to the union organizer or other official of the union to enable him to transact the business of the union: Provided that the plant shall not be stopped for more than twenty minutes in any one season by reason of such visits. Any time so lost shall not be counted as working-time.

Temporary Disputes.

9. In every case a representative of the men shall be elected or chosen for each chaffcutter and baler, 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, out of wages due to the worker, all moneys due to the union on the written order of the man concerned.

Medical Outfit.

11. (a) A fully equipped St. John Ambulance kit or similar outfit shall be kept in a convenient and accessible place about the machine, but only to be used in case of accident.

(b) Should any worker meet with an injury which requires medical attention he shall be conveyed as speedily as possible to the nearest doctor or hospital at the expense of the employer.

Workers to be Members of Union.

12. Every worker employed within the scope of this award shall become a financial member of the New Zealand Workers' Union. Reasonable facilities shall be given to all workers on chaffcutters, hay balers, and pressers to become members of the New Zealand Workers' Union; 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.

Number of Hands to be employed on Balers and Pressers.

13. (a) Where a power baler is used there shall be five men. When baling out of paddock the farmer shall man the sweep.

(b) When baling out of a wallop the farmer shall find an extra man.

(c) Should any baler 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.

Rates of Pay on Balers and Pressers.

		Hay, per Ton.	Straw, per Ton.
		s. d.	s. d.
14. (a) Driver and feeder	..	1 5	1 7
Other workers	..	1 4	1 6

(b) For hand-baling the rate shall be not less than 24s. per ton, which rate shall be paid to one man, or where two men are employed the rate shall be equally divided.

(c) The wireman shall keep the tally of bales pressed.

Posting of Award.

15. A copy of this award shall be posted up at each machine by the employers for the information of the men.

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.

Increase in Rates of Remuneration.

17. All rates of remuneration, including time and piece wages and overtime and other special payments provided for in this award, shall be subject to the provisions of the general order dated 9th August, 1940, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration by an amount equal to 5 per cent. thereof.

Scope of Award.

18. This award shall operate throughout that portion of the Canterbury Industrial District lying north of the Rangitata River.

Term of Award.

19. This award shall come into force on the 1st day of December, 1940, and shall continue in force until the 31st day of July, 1941.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the duly appointed delegate of the Court hath hereunto set his hand, this 28th day of November, 1940.

[L.S.] J. A. GILMOUR, Stipendiary Magistrate,
Acting as a duly appointed delegate
of the Court of Arbitration.

MEMORANDUM.

This award embodies the recommendations arrived at by the assessors in Conciliation Council.

Clause 12 is not strictly in accordance with statutory requirements, but inasmuch as the parties agreed thereto and desire its inclusion the clause has been allowed to stand.

J. A. GILMOUR, Stipendiary Magistrate.