

**MARLBOROUGH THRESHING-MILL, CHAFFCUTTER, AND
CLOVER-SHELLER EMPLOYEES.—AWARD.**

In the Court of Arbitration of New Zealand, Marlborough 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 union, persons, firms, and companies (hereinafter called "the employers") :—

New Zealand Agricultural and Related Farmers' Industrial Union
of Employers (G. A. Gunn, Branch Secretary), Marathon
Estate, Seddon.

Bishell, W. M., Caythorpe, Blenheim.

Blick, E. G., Dashwood, Seddon.

Chayter and Co., Spring Creek, Blenheim.

Donald, J. W., jun., Havelock, Blenheim.

Drake, F., Millowner, Tua Marina.

Fleming Bros., Seddon.

Gane, A. E., Rapaura, Blenheim.

Goulter, H., Seven Oaks, Blenheim.

Marfell, A., Seddon.

Marfell, C. F., Seddon.

Marfell, G., Seddon.
 Marfell, R. A., Seddon.
 Marfell, W. J., Seddon.
 Mortimer, G., Te Rou, via Blenheim.
 Morrin, T. M., Marama, Seddon.
 McCallum, F., Fairhall, Blenheim.
 McConway, J., Seddon.
 O'Dwyer, J. and W., Spring Creek.
 Page, E., Rapaura, Blenheim.
 Soper, H. E., Rapaura, Blenheim.
 Walsh, M., Fairhall, Blenheim.
 Weld, E. A., Grassmere, Seddon.

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 on the day of the date hereof, and shall continue in force until the 31st day of July, 1942, 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 9th day of December, 1941.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE.

Hours of Work.

1. The hours of work shall be between 7 a.m. and 7 p.m. for stack threshing and 7 a.m. and 8 p.m. for stook threshing, except on Saturdays, when the hours of work shall be between 7 a.m. and 5 p.m. for stack threshing and between 7 a.m. and 5 p.m. for stook threshing. Fifteen minutes extra shall be allowed to finish a set.

Threshing-mills: Number of Hands to be employed.

2. (a) Except through accident to or illness of any workers, the number of hands to be employed at each mill when working shall consist of feeder, driver, two stackmen, two bagmen, two strawmen 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. When one straw-man only is required and the other man shall be available for any other work, and where a corn stack exceeds six yards in width, an extra man shall be supplied by the farmer.

(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 24 in. by 36 in., four men; for mills of not greater dimensions than 28 in. by 46 in., five men; for mills of not greater dimensions than 32 in. by 54 in., six men; where an elevator is used, an extra man shall be employed as a straw-man. When threshing peas out of the stack, an extra man shall be employed on the stack.

Accommodation for Threshing-mill Workers.

3. The employer shall provide huts or clean, sanitary sleeping-accommodation for the sole use of the men during the threshing.

Number of Hands for Clover-shellors, Chaffcutters, and Balers.

4. Except through accident or illness of any worker, the minimum number of hands shall be as follows:—

(a) Clover-shellors: A driver and two stackmen.

(b) Chaffcutters: A driver, feeder, two bagmen, and one stackman, when cutting oat-sheaf chaff. When cutting straw out of the stack the farmer shall find one additional man. When cutting straw out of a wallop, the farmer shall find two additional men.

(c) Balers: Where steam-power balers are used, six men shall be employed; when oil-power balers are used, four men shall be employed when baling out of the field, and five men when baling out of the stack.

(d) In the case of header harvesters, the number of hands shall not be less than:—

Up to 8 ft.: Two men.

Over 8 ft. and up to 12 ft. size: Three men.

Over 12 ft. and up to 16 ft. size: Four men, if tractor drawn; three men if self-propelled.

(e) Should a standard or American mill or clover-huller be driven by means of a Diesel engine or tractor, then no waterman shall be required.

(f) Should mill or header be fitted with a mechanical appliance which appliance enables the work of one or more men to be done mechanically, the number of hands on such machine may be reduced accordingly.

(g) No youth under the age of sixteen years shall be employed on any mill or chaffcutter.

Threshing-mill and Clover-shellers' Rates of Pay.

5. (a) All hands, except the driver and cook, shall be paid 2s. 3½d. per hour and found, the time to commence from when the mill enters upon the farm upon which the crop is to be threshed, and to 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, but shall not include the sixty minutes to be allowed for dinner or any time that the mill may be stopped exceeding ten minutes for repairs or any other unavoidable cause, or time occupied in shifting from farm to farm. If the public road is used to expedite shifting from paddock or farm, the property of one owner, such time shall be paid for.

(b) The rate for drivers shall be not less than 3s. 4d. per hour.

(c) The rate for cooks shall be not less than £5 7s. 8d. per week and found.

(d) Band-cutters shall be bound by this award.

(e) The mill-owner shall pay to the band-cutter or other worker who steers the engine and assists the driver in cleaning and oiling the mill an additional sum of £1 8s. 9d. per week for such services.

(f) In the case of a tractor-driven mill, the mill-owner shall pay an additional sum of 15s. 9d. per week to the worker who assists the driver in a capacity similar to the feeder on a standard mill.

(g) Header-harvester hands shall be paid not less than 2s. 11d. per hour.

Chaffcutters' Rates of Pay.

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

| | | | | |
|----------------|----|----|----------|--------------------|
| Driver | .. | .. | 4s. 9d. | per 100 bales cut. |
| Feeder | .. | .. | 4s. 5½d. | per 100 bales cut. |
| Ordinary hands | .. | .. | 4s. 2½d. | per 100 bales cut. |

(b) When cutting straw chaff, the rates shall be double those set out above.

Balers' Rates of Pay.

7. The minimum rates of wages shall be as follows:—

| | | | | |
|-----------------|----|----|---------|-----------------------|
| Drivers | .. | .. | 5s. 6d. | per 100 bales of hay. |
| All other hands | .. | .. | 4s. 9d. | per 100 bales of hay. |

General Conditions.

8. (a) Upon the arrival of the mill on the farmer's property, the men's swags shall immediately be placed under cover by the farmer, in order to keep them dry.

(b) When baling out of the paddocks the farmer shall man the sweeps, and when baling out of the stacks the farmer shall find an extra man, if necessary.

Termination of Employment.

9. (a) Should any man 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 any 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 dismissal may be summary and without compensation.

(c) Any worker leaving or being dismissed shall receive from the employer 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.

10. In all cases the number of hours worked shall be kept by the representative of the employer and workers.

Threshing-mill Workers' Food-supply.

11. (a) Rations shall be provided by the employer. Sufficient food of good quality shall be supplied to the workers, and shall include jam and not less than 1 lb. of butter per week for each worker.

(b) Meals shall be supplied and shall consist of the following number of meals when working: Breakfast, lunch, dinner, lunch, and tea, but when the mill is idle lunches need not be supplied.

Trivial Disputes.

12. In every case a representative of 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, and their decision shall be final.

Union Organizer.

13. Any mill, chaffcutter, clover sheller, baler, or header harvester may be visited by an officer of the union at any time, and once in each season, when working, the machine shall stop for twenty minutes to allow the officer to transact union business. Such lost time shall not be counted as working-time.

Holidays.

14. Christmas Day, Good Friday, Easter Monday, and Anzac Day shall be observed as holidays.

Except in cases of emergency no threshing or heading shall be done on Sundays. If work is essential, workers shall be paid for such work at rate and a half.

Liability for Accident.

15. For the purposes of insurance, the machine owner shall be considered the employer, except in the case of the English standard threshing-machines and also American tin mills, where the farmer pays the wages, in which case the farmer shall be considered the employer.

Posting of Award.

16. A copy of this award shall be posted upon the mill or kept available with the outfit for the information of the men.

Payment of Wages.

17. 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.

Piecework.

18. No piecework shall be allowed, chaffcutters and balers excepted.

Chaffcutters' and Balers' Transport.

19. When the plant is working upon contract and the workers are not provided with food and accommodation by the farmer, the employer shall transport the men from his depot to and from their work each day.

Medical Outfit.

20. A fully equipped St. John kit or similar kit shall be kept by the driver in a convenient and accessible place to be used only in the event of accident.

Employer's Liability to employ Unionists.

21. (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.

(b) For the purpose of subclause (a) of this clause a person of the age of eighteen years and 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.

Workers to be Members of Union.

22. (a) Every worker coming within the scope of this award shall become and remain a member of the New Zealand Workers' Industrial Union of Workers, and reasonable facilities shall be given any such worker on threshing-mills, chaffcutters, header harvester, clover-hullers, and portable seed-cleaning plants to become a member of the union. Any worker who fails to comply with the provisions of this subclause commits a breach of this award.

(b) On request by the union's official organizer or other accredited official of the union, each worker shall immediately pay his union contribution by cash or order on his employer.

Application of Award.

23. This award shall apply to the original parties named herein and to all employers connected with or engaged in any of the industries covered by the award, whether actually mentioned in the list of parties or not, and all employers not so named are bound by the provisions of the award, and their obligations are the same as if they had been named in the list of parties.

Scope of Award.

24. This award shall operate throughout the Marlborough Industrial District.

Term of Award.

25. This award shall come into force on the day of the date hereof, and shall continue in force until the 31st day of July, 1942.

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 9th day of December, 1941.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM.

This award embodies the terms of settlement arrived at by the assessors in Conciliation Council.

A. TYNDALL, Judge.