

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.

Bowman's, Ltd., 74 Main South Road, Upper Riccarton.
Curragh, Jas. and Co., Ltd., Tempelton.

Philpott, L. E., Hawarden.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the terms of settlement arrived at in the above-mentioned dispute and forwarded directly to the Court pursuant to the provisions of section 3 of the Industrial Conciliation and Arbitration Amendment Act (No. 2), 1939, 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 1st day of September, 1950, 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 23rd day of September, 1949.

[L.S.]

A. TYNDALL, Judge.

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 of 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:—

	Per Ton.	
	s.	d.
Oat sheaf—		
Driver	2	0½
Feeder	1	11½
Other workers	1	10½

Straw—

Double oat-sheaf rates.

(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 3s. 7½d. 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) Except in cases of emergency, no chaffcutting or baling shall be done on Sundays. If work is essential, workers shall be paid for such work at rate and a half.

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 or 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. (a) Every worker coming within the scope of this award shall become a member of the New Zealand Workers' Industrial Union of Workers. Reasonable facilities shall be given such workers to become members of the union. Any worker who fails to comply with the provisions of this sub-clause 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.

Employer's Liability to Employ Unionists

13. (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 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.

Number of Hands to be Employed on Balers and Pressers

14. (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.
15. (a) Driver and feeder ..	1 11	2 4
Other workers ..	1 10	2 3

(b) For hand-baling the rate shall be not less than £1 13s. 6d. per ton, which rate shall be paid to one man, or where two men are employed the rate shall be equally divided.

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

Posting of Award

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

Application of Award

17. 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

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, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of September, 1949, 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 1st day of September, 1950.

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 23rd day of September, 1949.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

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

Wages have been made payable retrospectively, in accordance with the agreement of the parties.

A. TYNDALL, Judge.
