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**NORTH ISLAND THRESHING MILL AND AGRICULTURAL CONTRACTORS'
EMPLOYEES—AWARD**

[Filed in the Office of the Clerk of Awards, Wellington.]

In the Court of Arbitration of New Zealand, Northern, Taranaki, and Wellington Industrial Districts—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the New Zealand Workers Industrial Union of Workers (hereinafter called “the union”) and the under-mentioned union, persons, firms, and companies (hereinafter called “the employers”):

North Island Threshing Mill and Agricultural Contractors Industrial Union of Employers,
14 Broadway, Palmerston North.

NORTHERN INDUSTRIAL DISTRICT

- Adams, J. C., California Road, Awanui.
 Agricultural Enterprises, View Road, Rotorua.
 Anderson, A. W., and Son, 8 Kingsley Street, Leamington, Cambridge.
 Bailey, L. W., Three Mile Bush Road, Kamo.
 Barker, T. E., and Co. Ltd., Taylor Street, Cambridge.
 Bedford, R. K., 106 Clonbern Road, Remuera.
 Bell, A. N., and Sons Ltd., Point Wells Road, Matakana.
 Blythen, R., Main Road, Kaukapakapa.
 Bodle, G. W., Kaukapakapa.
 Booth, D. G., R.D. 1, Tuakau.
 Brake, E. W., Auckland Road, Ngongotaha.
 Branch, H. R., Pukekohe Hill, Pukekohe.
 Braybrook, W. A., Patutahi.
 Brown, H. B., and N. H., Wellsford.
 Bryne, J., Candia Road, Henderson.
 Budgen, R. M., Mangawhai.
 Bussell, R. H. P., 131 East Tamaki Road, Papatoetoe.
 Chemical Spraying Service N.Z. Ltd., Sunhill Road, Henderson.
 Cliff, H. G., Maungatapere.
 Cole, B., Ltd., Western Street, Matamata.
 Collins, W., 1 James Street, Gisborne.
 Coombe, C. S., McCreadys Road, Otorohanga.
 Dance, H., Mahana Road, Te Rapa.
 Dempster, R. F., Tikipunga.
 Dickinson, J., Tenfoot Road, Taupiri.
 Doherty, W. J., Tuhikaramea R.D. 10, Frankton.
 Dominey Bros., 12 Kara Street, Gisborne.
 Dorr, F. H., 39 Kihikihi Road, Te Awamutu.
 Dougherty, H. E., Hillcroft Road, Greerton, Tauranga.
 Frost, R. P., Muirs Road, Te Rahu R.D. 1, Te Awamutu.
 Garry, J. N., Royal Road, Massey, Henderson.
 Gibson, M., Arapuni Road, Kihikihi, Te Awamutu.
 Greenwood, R. E., 59 Weymouth Road, Manurewa.
 Harden, W., Valley Road, Gisborne.
 Hardie, M. (Glenbrook), Ltd., Papatoetoe.
 Hawkins, J. J., Bombay, Pukekohe.
 Helms, J., Jun., 27 Weymouth Road, Manurewa.
 Henderson and Gent Ltd., Mackesys Road, Whangarei.
 Henderson, S., Thornton Road, Whakatane.
 Henson, G. W., Wellsford.
 Hoar, P., Kio Kio R.D. 4, Otorohanga.
 Hooper, A. W., 66 Princes Street, Pukekohe.
 Hose, F. G., 124 Maniapoto Street, Otorohanga.
 Hoyle, L. R., 75 Thornton Road, Cambridge.
 Hoyle, W. R., Church Road, R.D. 1, Cambridge.
 Hunt, I., Ohauti, Tauranga.
 Jamieson, E. J., 83A Hinemoa Street, Whakatane.
 Jefferis, W. J., Waerenga.
 Johnston, G., Kerikeri.
 Judd, G. W., Matawhero.
 Kawenga, T., Manutuke.
 Kehoe, T. A., Towai.
 Kelly, N. J., Ltd., Wellsford.
 King, M. W., and Co. Ltd., 20 Smith Avenue, Huntly.
 Kirk, H. W., Piakoiti Road, Walton.
 Krebs, E. C., Great South Road, Te Kauwhata.
 Langford, J. G., Union Street, Opotiki.
 Laurent, A. V., Hautapu, Cambridge.
 Le Gros, L. O., Piriaka.
 Lowry, J. A., Opaheke Road, Papakura.
 Lumsden, J. C., Ohinewai, Huntly.
 McBreen, J., Construction Ltd., 1-5 Selwyn Avenue, Whangarei.
 McCabe, N. R., Main Road, Waihou, Te Aroha.
 MacDonald, D. M., Waitanguru, Pio Pio.
 McKinley, C. R. W., 54 Fourth Avenue, Whangarei.
 Martelli, D. F., Settlers Road, Reporoa.
 Masson, L. J., 31 Webb Street, Huntly.

Morice, W. L., Ruatoria.
 Morris, R. K., Runciman, Pukekohe.
 Mullooly, R. T., Gisborne.
 Nicholson, D. A., 35 Old Whangarata Road, Tuakau.
 Olliff, N. T., Paraonui Road, Tokoroa.
 Paine, K. V., R.D., Pio Pio.
 Parker, A. T., Waerengaahika.
 Pevreal, R. J., Emmett Street, Greerton, Tauranga.
 Pieters, H., Main Road, Reporoa.
 Pilcher, J. F., Tawa Street, Te Kuiti.
 Rawlings Bros. Ltd., Otorohanga.
 Relph and Riley Ltd., 46 Clinkard Avenue, Rotorua.
 Renouf, W. W., Ltd., East Road, Clevedon.
 Rogers, D. C., Royal Road, Massey, Henderson.
 Rubie, W. J., 34 Exmouth Road, Northcote.
 Rutherford, N. G., 19 Sholson Street, Putaruru.
 Saunders, L. M., and Co. Ltd., Taharepa Road, Taupo.
 Schmetzer, L. B., 18 Rangiwheea Road, Waiuku.
 Shivan, J., 117 Esplanade, Te Kuiti.
 Smith, P. G., Ltd., Kumeu.
 Smith, R. A., Golf Road, Taumarunui.
 Sothern, E., and Son, Tamaterau R.D. 4.
 Steffert, I. H., Hamilton Road, Morrinsville.
 Stevens, V. C., Darraghs Road, Otumoetai, Tauranga.
 Thomasen, F. I., and Sons, Harris Road, R.D. 3, Putaruru.
 Thompson, A. W., 11 Harvey Street, Taumarunui.
 Tuck, M. I., McAndrew Street, Kihikihi, Te Awamutu.
 Uttinger, E. A., Jellicoe Road, Matamata.
 Waipa Bulldozers Ltd., 161 Alexandra Street, Te Awamutu.
 Walker, J. L., Great South Road, Taupiri.
 Walter, R. W., Onewhero.
 Warner, H. E., Puwera R.D. 8.
 Wells, A. M., Hulls Road, Waiuku.

TARANAKI INDUSTRIAL DISTRICT

Bell, R. W., Lower Puniho Road, Okato.
 Carey, C., Main South Road, R.D., Opunake.
 Goble, C. W., Huirangi, Waitara.
 Hosie, R. C., Reimenschneider Street, Manaia.
 Sangster, W. G., 41 Hamlet Street, Stratford.
 Scott, E. L., Manaia Road, Kaponga.
 Sole, W. H., 96 Collins Street, Hawera.
 Styger, L., Rotokara Road, Eltham.
 West, R., Oakura.
 Whitehead, K., Tikorangi, Waitara.

WELLINGTON INDUSTRIAL DISTRICT

Archibald, J. F., Kirk Street, Otaki.
 Bannister, C. E., Nursery Road, Masterton.
 Bartholomew Bros., P.O. Box 14, Levin.
 Barton and Amundsen, 90 Perry Street, Masterton.
 Bryan, B., 50 Church Road, Taradale.
 Bush, J. W., 9 R.D., Halcombe.
 Callesen, J. S., P.O. Box 13, Longburn.
 Clapham, P. J., 75 Makino Road, Feilding.
 Cload, J. C., R.D., Norsewood.
 Collier, K. R., Kakatahi R.D., Ohakune.
 Czepanski, L. W., Crofton, Marton.
 Dawson, R. M., Whakarongo R.D.
 Dolbel, P. T., 28 White Street, Taradale.
 Doyle, H. M., Rangatira Street, Otaki.
 Fenwick Bros., Fitzherbert Street, Featherston.
 Finlay, T. W., 24 Julia Street, Pahiatua.
 Fitness, D. T., 125 Warwick Street, Feilding.
 Fox, D., 800 Jervois Street, Hastings.
 Garrity, B., Dyverville, Martinborough.
 Giles Bros., No. 6 R.D., Palmerston North.
 Gilli-Land Contractors Ltd., Masterton.
 Golder and Patching, High Street, Eketahuna.

Gray, A. M., Kuratawhiti Street, Greytown.
 Gray, L. A., Oxford Street, Martinborough.
 Gray, M., Park Road, Carterton.
 Green, P. J., 588 Tremaine Avenue, Palmerston North.
 Hamilton, J. H., Ltd., 341 Waiwhetu Road, Lower Hutt.
 Hindmarsh, K. P., No. 9 R.D., Halcombe.
 Ingersoll, J. H., 1220 High Street, Taita.
 Kernohan, D., 7 Paisley Street, Levin.
 Kirkby, S., 2 Nikau Street, Gonville, Wanganui.
 Lankey, W., 36 Gordon Street, Dannevirke.
 McDonald, G., P.O. Box 28, Ohau.
 McGuigan, R., Matene Street, Otaki.
 Maas, H. H., 49 Cuba Street, Marton.
 Maincek Bros., Strassburg Street, Martinborough.
 Mallett, R. H., 5 R.D., Kairanga, Palmerston North.
 Millar and Withey, Meta Street, Takapau.
 Paewai, D. V., 55 Allardice Street, Dannevirke.
 Parker, C., Dixons Line, R.D., Bunnythorpe.
 Pilcher, C. W., and Co., 17 North Street, Feilding.
 Playle, F. H., Panama Street, Martinborough.
 Ploen, A., Takitahuna.
 Pollock, D. J., Brookvale Road, Havelock North.
 Pratt, D. W. M., Oturoa Road, Foxton, R.D., Levin.
 Reids Transport Ltd., Mangawhata R.D.
 Richards, L. W., Mangamutu R.D. 3, Pahiatua.
 Rowe, S. M., No. 6 R.D., Palmerston North.
 Scott Bros., F. W. and J. H., Glen Oroua.
 Small, D. F., No. 7 R.D., Feilding.
 Smith, A. H., No. 7 R.D., Mangawata.
 Smith, D. W., Pohangina R.D., Ashhurst.
 Smith, E. P., Shannon.
 Smith, J. A., Sheehan Street, Shannon.
 Smith, M. K., Mahia Avenue, Wairoa.
 Te Tau, W. P., McMaster Street, Greytown.
 Thomas, A. G., Kuratawhiti Street, Greytown.
 Thomas, N. V., 12 Botanical Road, Palmerston North.
 Thompson, J. H., Ormondville.
 Thompson, W. P., R.D. 2, Napier.
 Trotter, W. E., Roslyn Road, Levin.
 Turner, P. J., 40 Grey Street, Awatoto, Napier.
 Waugh, D. C., No. 10 R.D., Feilding.
 Whitehead, W., No. 9 R.D., Palmerston North.
 Wilson, L. I., 2 Aorangi Street, Feilding.

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 130 of the Industrial Conciliation and Arbitration Act 1954, 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 1964 and thereafter as provided by section 152 of the Industrial Conciliation and Arbitration Act 1954.

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 24th day of October 1962.

[L.S.]

K. G. ARCHER, Judge.

SCHEDULE

Industry to Which Award Applies

1. This award shall apply to all workers employed by agricultural contractors and engaged in or about any mill (including a pick up mill), or in chaff cutting, hay baling, making ensilage, clover shelling, general harvesting, ploughing and cultivating, sowing, hedge cutting, and draining.

Hours of Work

2. The ordinary hours of work may be arranged to suit each employer from Monday to Saturday inclusive, but shall not exceed 10 per day or 50 per week.

Overtime

3. All hours worked in excess of the hours set out in clause 2 hereof shall count as overtime and shall be paid for at the rate of time and one half.

Rates of Pay

4. The following shall be the minimum rates of pay:	Per Hour	
	s.	d.
Threshing mill driver	6	6
Sheaf stacker	6	6
Plough man	6	6
Hay-baler operator	6	6
All other workers	6	0

Youths under the age of 18 years may be employed as assistants or on light work at the following rates of pay:

	Per Hour	
	s.	d.
Under 16 years of age	4	6
16 to 18 years of age	5	0

Payment of Wages

5. (a) Except when employed on country work all wages shall be paid fortnightly during working hours, not later than Thursday. Each worker shall be supplied with full details of how the wages are made up.

(b) In the event of the pay day falling on a holiday, wages shall be paid on the preceding day.

(c) When a worker is discharged or leaves, he shall be paid all wages, overtime, and holiday pay due, immediately: Provided that where the worker fails to give the requisite notice, he shall be paid on the next regular pay day.

Termination of Employment

6. One day's notice of the termination of employment shall be given by the party desiring to terminate the employment, or one day's wages paid or forfeited as the case may be, provided that nothing herein contained shall prevent the employer from summarily dismissing a worker for misconduct.

Holidays

(7) (a) All workers who have been employed for one month or more immediately prior to the holiday, shall be paid at ordinary rates for the following holidays: New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, Christmas Day, Boxing Day, and Anniversary Day or a day in lieu thereof.

(b) Any work performed on any of the above-named holidays shall be paid for in addition to any holiday pay due.

(c) In the event of a holiday, other than Anzac Day, falling on a Sunday, such holiday shall be observed on the succeeding Monday, and in the event of any holiday falling on such Monday, such other holiday shall be observed on the succeeding Tuesday.

Annual Holidays

8. The provisions of the Annual Holidays Act 1944 shall apply to all workers covered by this award.

Transport

9. It shall be the duty of the employer to transport the men to and from his depot to the work each day. Time shall be taken to commence and finish at such depots or agreed pick-up points.

General Provisions

10. (a) A fully equipped ambulance kit for first aid shall be kept by the driver or foreman in a convenient and accessible place, to be used only in the event of an accident.

(b) Should any worker meet with an injury necessitating medical attention, he shall be conveyed to the nearest doctor or hospital by the employer free of charge.

(c) Mill feeders and chaff-cutter feeders shall be supplied with leather gloves by the employer.

(d) Time spent in travelling from one job to another, and in transferring plant equipment, shall count as time worked.

(e) *Smoko*—Fifteen minutes shall be allowed for morning and afternoon smoko and shall be paid for.

(f) A copy of this award shall be posted up in a conspicuous place at the depot by the employer for the information of the men.

(g) At the request of the secretary of the union, but not more often than once in each six monthly period, employers shall supply a list of all workers employed subject to this award.

Unqualified Preference

11. (a) Any adult person engaged or employed in any position or employment subject to this award by any employer bound by this award shall, if he is not already a member of a union of workers bound by this award, become a member of such union within 14 days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this award so long as he continues in any position or employment subject to this award.

(c) Every worker obliged under subclause (a) hereof to become a member of a union who fails to become a member, as required by that subclause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with subclause (b) hereof commits a breach of this award.

(d) Every employer bound by this award commits a breach of this award if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purposes of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this award.

(NOTE—Attention is drawn to section 174H of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.)

Application of Award

12. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every 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 the industrial districts to which this award relates.

Scope of Award

13. This award shall operate throughout the Northern, Taranaki, and Wellington Industrial Districts.

Term of Award

14. This award shall come into force on the day of the date hereof and shall continue in force until the 31st day of July 1964.

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 24th day of October 1962.

[L.S.]

K. G. ARCHER, Judge.

MEMORANDUM

Apart from certain adjustments which have been agreed to by the representatives of the parties, the award incorporates the terms of settlement arrived at in Conciliation Council.

Included in the award is a clause designed to operate as an unqualified preference provision within the meaning of section 174 of the Industrial Conciliation and Arbitration Act 1954 (as amended by the Industrial Conciliation and Arbitration Amendment Act 1961). Section 174B directs that the Court in making any award shall insert therein an unqualified preference provision only if it is satisfied under the first alternative that such a provision has been agreed upon by all the assessors in the course of an inquiry into an industrial dispute by a Council of Conciliation. For the purposes of section 174B the Court is satisfied to accept the complete settlement arrived at by the parties and executed by or on behalf of all the assessors as proof that an unqualified preference provision has been agreed to by all the assessors.

The rates of remuneration prescribed by this award are *not* to be increased by the application of the provisions of the Court's general order of 4 July 1962.

K. G. ARCHER, Judge.