Minimise disagreements between contractors and yourselves

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During every silage and hay harvest season there are different points of view (disagreements) during the actual harvest or with the finished product. Unfortunately, many such arguments sometimes end up in court, often costing both parties a lot of money and, to add salt to the wound, sometimes the genuinely aggrieved party loses out. At the risk of offending some and/or being told to mind my own business, I would like to offer some tips that may help to avoid some of these nasty situations. Below are just some of the situations which do occur every year.

Ensure the job specifications and "What if's" are clear to both parties: Given the increasing number of disagreements or situations ending in court action, both parties need to be aware and clear of the rules and boundaries for the job at hand. Both farmers and contractors need to have a good understanding of best practices for harvesting fodder as unfortunately, there are still unscrupulous operators out there willing to provide misinformation to inexperienced customers. When things go pear shaped, as they invariably do and as much as it is possible, agreement should be reached on potential compromise actions before they occur. Not doing so is why many court actions arise.

Possible solutions: Some contractors and their associations and even individual farmers now have a written contract or agreement which is signed before work begins. No-one likes this but is becoming more common. Also, be clear as to who is supplying what at what quality and when.

Inclement weather conditions: Weather in spring is very unpredictable and the Bureau of Meteorology and other weather forecasting web sites do not always get it right. Gut feeling can go a long way for experienced operators BUT even they can be caught out by a sudden change in weather. This often results in mown crops receiving unforeseen rainfall or being harvested before the silage has wilted or the hay has cured to their correct dry matter (DM) or moisture contents, respectively.

Possible solutions: If silage is within 5 to 7 per cent DM of the recommended DM content, use a fermentation enhancing silage additive to encourage the desirable lactic acid fermentation. If hay is within about 3 to 5% of the recommended moisture content for the bale type, apply a hay preservative to minimise heating of bales due to micro-organism activity. Of course, this assumes that the harvest equipment is already set up with an applicator and that the additive or preservative is readily accessible.

If not possible, the only options are to hope like hell the rain is light because heavy and especially extended period of rain will lead to large losses of nutrients and DM. If material has not been already raked, it may be possible to rake the crop into windrows and respread or turn over the windrows onto dried ground once the rain passes and the ground dries out somewhat.

Contractor is late: The contractor can be late for many reasons, some causes under their control, some not. Unforseen inclement weather, equipment breakdown, labour shortage, accidents, extra requests by farmers while the contractor is on the farm, consumables such as string, netwrap and plastic not on hand or runs out, etc. are only some of the causes of their delay.

Possible solution: Farmers need to be aware that the contractors will have lined up jobs to be done at specific times in the forecast period and unforseen bad weather can stuff this up; no-one's fault.

However, the more professional contractors try to reduce this risk by not overbooking ahead or having contingency plans such as extra equipment or sub-contractors available, to try to head off this problem. Human nature being what it is, reliable and prompt payment of contractors will stand in your favour. To help them plan more effectively for everyone concerned, regularly communicate with them well ahead of the start of harvest.

Job was too dear: This can be caused by many factors such as poorly compacted stacks and bales resulting in extra stack size thereby requiring extra plastic film, soft bales resulting in increased bale number, extra time taken to do a set job such as problem paddock (e.g. odd shaped, steep slopes, wet flats, distance between paddock and storage site, inaccurate DM yield of fodder from paddock and so on. Narrow or rough laneways and gateways can severely slow the transport of chopped forage or for bales being carted elsewhere. Machine breakdowns due to unseen obstacles (harrows, tree stumps, fence wire, electric fence posts, high tensile rake tynes, dropped limbs, etc.), result in needless downtime and equipment repairs, delayed harvest, increased risk of poor weather, etc. all very expensive to both parties, directly or indirectly.

Possible solutions: Farmers and contractors should be aware of the harvesting or baling speed of the machinery, the expected density of compacted stacks and bales, bale sizes and weights, speed of wrapping, etc. Ensure paddocks to be harvested have clear and safe access and if hauling chopped forage, that laneways are graded and entrances to gateways are wide or, alternatively, fences dropped. Before forage grows too long, check and remove, or at least mark well, where hidden obstacles are in paddocks to be harvested. Don't forget to check paddocks later thrown into the mix.

Re; density, the fingers of your hand should not be able to be pushed past the first knuckles into baled silage (Figure 1) and not past the second set in a stack. For over dry forage, baling with dew on the windrows will assist in baling denser bales and similarly for chopped silage, although if there is wetter forage nearby, alternating loads of dry and wetter material can also result in better compaction.

Contractor charge rates are too high: Farmers often complain that some contractor rates are too high compared to other contractors or a local farmer doing some local contracting to help pay off his own new equipment. Sometimes cost MAY be too high for the job done (see above point) and updating machinery to satisfy the "Mine is bigger than yours" syndrome is false economy often resulting in businesses going bust. However, the higher charges are usually necessary for many sound reasons.

Farmers want their job done when agreed upon without delay and before being affected by inclement weather. However, contractors have many farmers in this situation at the same time but are restrained by the high cost of machinery, labour availability and their experience, machinery breakdowns and weather. To minimise some of these constraints contractors regularly update their equipment to the latest and usually more efficient machinery and to minimise breakdowns. These are very expensive to purchase as are any needless breakdowns caused by carelessness or poor planning.

Another major reason for the high cost is due to the high cost of running a professional contracting business. To meet farmers' demands for a quick harvest of high quality forage they need reliable, high capacity equipment which must be replaced and updated regularly to maintain their credible reputation. Professional contractors also have many overheads and variable costs that local farmer contractors and other smaller contractors may not have such as paying for the training and insurance cover of employees, O, H & S costs, advertising, downtime for whatever reason where labour is still being paid but not earning income, business related paperwork, etc.

Cheaper rates usually also mean a slower job due to lower throughput equipment and potential for more equipment failure if older equipment is being used. Cheaper rates usually mean that the full cost of machinery such as including repairs, maintenance and replacement are not fully costed in the charge out rate, eventually biting one way or another. Sometimes the ethics of professional contractors is not imbedded in these operators but equally, it often is!

Possible solutions: By all means go for the cheaper cost farmer or smaller contractor business, especially if you or neighbours have been happy with their past results. However, be aware that delays due to regular breakdowns, slow throughput, or them having to fit your harvest in between their own milking times, etc. can result in you having a much lower quality silage and this can cost you a lot of money in lower production. A silage stack of 200 tonnes DM testing 9.5 ME instead of 10.5 ME due to extended delays, will result in about $3000 less value in milk priced at $0.35/L.

The more expensive contractor on a high cost/hour will usually cover the ground much faster and more reliably and have the crop in storage within 1 to 2 days. A lower charging, less well-equipped operator will usually take much longer increasing risk of bad weather, more likelihood of breakdowns and turning up to your farm days, sometimes weeks, later due to their lower capacity, breakdowns, etc. costing you lost production due to lower fodder quality.

Mouldy silage: Too often court cases revolve around silage being mouldy, foul smelling and cattle refusing to consume the silage, or animal production is lower than expected.

Possible solutions: Harvest the forage at the recommended DM content. If material is too dry when forage harvesting, harvest with dew on the windrows, chop shorter, spread material in layers less than 15 cm depth and roll slowly and well and if possible, add in some loads of wetter material. Applying an aerobic spoilage inhibitor additive may prevent the production of yeasts, moulds and aerobic bacteria by producing acetic acid but no guarantees. If forage harvesting material that is slightly too wet, apply a fermentation enhancing silage additive allowing for increased application rate due to extra weight in the fresh material.

If baling forage which is too dry, wait for a dew before baling, increase bale pressure in the bale chamber and bale slower to increase bale density. Apply extra plastic if stalks are likely to puncture the stretchwrap film. Apply an aerobic spoilage inhibitor additive. If baling too wet, apply a fermentation enhancing silage additive and stand bales on the ends. Bales may be wetter at their base.

Apply at least 4 layers of stretchwrap plastic on round bales and 6 layers on large squares and continuous in-line wrapped bales to ensure a good seal with no underlapping, i.e. no windows. Fix holes in the plastic immediately when noticed with silage specific tape, not duct tape.

Mouldy or heating hay: This occurs from baling hay with too much moisture inside the plants and especially on the outside form insufficient curing, heavy dews at baling and rain events on windrows or bales.

Ensure the moisture content has reached the recommended level depending on bale form, large squares needing to be drier than large rounds and these drier than small squares. Use a reliable and calibrated moisture metre and ideally, check some readings against samples dried by a micro-wave oven to verify the moisture metre accuracy. Many contractors now use food dehydrators (Figure 1) which can have 5+ trays allowing several samples to be dried at once. Spend some time to get experience with these or talk to those using them. Definitely consider using a hay preservative, allowing for extra bale weight due to the moisture.

Court cases: Unfortunately, there will still be a threat of legal action to those offering and those using fodder conservation services. Some court actions on both sides of the windrow will be genuine but some are unfathomable, and the legal system does not always see justice done the way you think it should.

Possible solutions: The more robust, documented and scientifically supported is the evidence you collect during and immediately after the job, the better your chances of having a favourable outcome in legal action. With iPhones and ipads, etc. becoming commonplace some high-quality images with date and times shown on the shot would be a reliable source of evidence, not that I am a lawyer. As examples, get shots of tractors showing how well stacks are being compacting, record the wrapping of a bale or three to show how much and how well film is being applied, indications that bales were too wet to bale (Figure 2), handle some material as if trying to determine the DM or moisture content to show it is ready, or not, etc. Even a shot of the paddock to be harvested as you drive in and out (time and date stamped) could be useful to reinforce your arguments.

Document other robust supporting information such as copying and filing away the weather conditions for the day(s), written record of any disagreements and the outcome of this, including your own reasoning as to what should have happened but didn't, close up shots of plant material to show stage of maturity, etc. etc. If told to go ahead against your wishes – you need documents to support you in legal action occurs.

These suggestions are also the same from the farmer's point of view. Obviously with respected and valuable relationships between both parties these extreme measures should not be needed but there are times when this will be unknown and if disagreements turn sour, start collecting evidence, just in case.

Figure 1. Food Dehydrator

Figure 2. Smeared bale end indicates too wet to bale