

NEW ZEALAND RABBIT BOARDS AND RABBIT-PROOF FENCING
BOARDS' EMPLOYEES.—APPLICATION FOR AWARD

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of the New Zealand Rabbit Boards and Rabbit-proof Fencing Boards' Employees' industrial dispute.

MEMORANDUM OF THE COURT, DELIVERED BY TYNDALL, J.

THIS dispute was filed on 19th August, 1943, and a complete settlement was reached in Conciliation Council. The Court is requested to make the terms of settlement into an award.

In view of the fact that the application for the hearing of the dispute was filed after 15th December, 1942, the Court in making the award is bound to comply with the requirements of Regulation 38 of the Economic Stabilization Emergency Regulations 1942.

This regulation directs that where at any time during the present war any award is made by the Court in respect of any industry no variation shall be made in the minimum rates of remuneration or the principal conditions of employment for the time being applying to the industry except such adjustments of anomalies as the Court thinks fit, having regard to the general purpose of the regulations.

The term "remuneration" is defined in Regulation 31 as follows:—

"Remuneration" means salary or wages; and includes time and piece wages and overtime and bonus and other special payments; and also includes allowances, fees, commission, and every other emolument, whether in one sum or several sums, and whether paid in money or not; and also includes travelling-expenses; and also includes the remuneration of directors of companies, who for the purposes of this Part of these regulations shall be deemed to be employed by the companies of which they are directors.

Clause 3 (c) of the terms of settlement is a new clause, and provides that where a bonus or premium is paid to workers with a view to accelerating the destruction of rabbits,

all workers employed by any Board adopting such policy shall be paid not less than 10 per cent. more than the wages prescribed in subclause (a) of the clause.

This clause clearly provides in certain circumstances for the payment of a minimum bonus to all workers employed by a Board, and is, in our opinion, a variation in the minimum rates of remuneration. In this connection, however, we know of no general rule from which the provisions of the present award constitute a departure.

Clause 3 (e) of the terms of settlement, also a new clause, provides for the payment of a service bonus of £5 at the conclusion of each six months' continuous employment with the same Board. This clause also clearly provides for a variation in rates of remuneration, but we cannot accept the proposition that it constitutes an adjustment of any existing anomaly.

Clause 8 (c) of the terms of settlement provides for an allowance of 2s. per week to workers who supply their own dogs, saddle-horses, and/or their harness. No allowance of this nature is payable under the provisions of the present award, and therefore we are of the opinion that this clause offends against the regulations.

For the reasons indicated above, the Court finds itself unable to accede to the request that the terms of settlement be made into an award. The matter is therefore referred back to the parties for further consideration.

Dated this 20th day of December, 1943.

[L.S.]

A. TYNDALL, Judge.