

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

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

In the Court of Arbitration of New Zealand, Northern, Taranaki, Wellington, Marlborough, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts.—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 Federated Labourers and Related Trades' Industrial Association of Workers (hereinafter called "the union") and the undermentioned union and Boards (hereinafter called "the employers") :—

New Zealand Rabbit Boards Industrial Union of Employers, P.O. Box 405, Palmerston North.
Arapae Rabbit Board, Te Kuiti.

Awatere Rabbit Board, Blenheim.
 Banks Peninsula Rabbit Board, Christchurch.
 Hawke's Bay Rabbit Board, Hastings.
 Hurunui Rabbit Board, P.O. Box 707, Christchurch.
 Lochiel Rabbit Board, Winton.
 Manawatu Rabbit Board, Foxton.
 Manuherikia Rabbit Board, Alexandra.
 New River Hundred Rabbit Board, Winton.
 Otorohanga Rabbit Board, Te Awamutu.
 Wanganui Rabbit Board, Wanganui.
 Whitehall Rabbit Board, Cambridge.

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 14th day of December, 1945, 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 14th day of December, 1944.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Definitions

1. (a) For the purpose of this award an Inspector is an executive officer who is not substantially engaged in manual work.

(b) "Worker" or "employee" means an outside employee of a Rabbit Board.

(c) A rabbitier is a general employee engaged in the destruction of rabbits or in other manual work, and includes packmen, ploughmen, sledge-drivers, and fencers.

(d) A casual worker is one employed for less than one week.

Hours of Work

2. The hours of work may be arranged to suit each Board, but, where practicable, shall not exceed forty per week. Where practicable, employees shall be allowed a holiday on Saturday in each week. If any question concerning practicability arises, it shall be referred to the Disputes Committee.

Wages

3. (a) The minimum rates of wages or salary shall be:—

Inspectors: Not less than £270 for the first year, then rising by annual increments of £10 until £310 per annum is reached. Thereafter by mutual arrangement.

Rabbitiers: £4 11s. 4d. per week. Where no Inspector is employed and a rabbitier is given the powers of an Inspector solely to confer on him the right of entry upon private land, he shall be paid £4 15s. 6d. per week.

Camp Cooks: £4 18s. per week.

Other Workers: £4 11s. 4d. per week.

Casual Workers: 2s. 5d. per hour.

Youths:—

Under eighteen, £2 per week.

Between the ages of eighteen and nineteen, £2 7s. 6d. per week.

Between the ages of nineteen and twenty, £2 15s. per week.

Between the ages of twenty and twenty-one, £3 per week.

(b) Nothing contained herein shall prevent any worker being employed conjointly by two or more Boards at not less than the rates of pay set out under subclause (a) hereof.

(c) 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) hereof.

(d) Notwithstanding anything in the foregoing clauses, it shall be competent for any Board to enter into an agreement with the local union of workers for the destruction of rabbits by a system of payment by result, providing that the rate agreed upon shall be such as shall secure to a competent worker at least 10 per cent. more than the minimum rate provided in clause 3 of this award. Where any such local agreement is made it shall not be altered until at least one month's notice in writing is given to the other party by the party requiring the alteration. Any such local agreement shall not affect by precedent or otherwise any other Board or district.

(e) To ensure the continuity of the destruction of rabbits, as an incentive to employees so engaged, and to further compensate for the elasticity of hours provided herein, a service bonus of £5 shall be paid to each worker at the conclusion of each six months' continuous employment with the same Board, the first of such bonuses to be payable not earlier than the date of coming into force of this award.

Increase in Rates of Remuneration

4. All rates of remuneration, including time and piece wages and overtime and any other special payments, provided for in this award shall be increased to the extent and in the manner prescribed by the two general orders of the Court made under the Rates of Wages Emergency Regulations 1940, and dated the 9th August, 1940, and the 31st March, 1942, respectively.

EXPLANATORY NOTE.—(1) The general order of the 9th August, 1940, increased rates of remuneration determined by awards and industrial agreements and apprenticeship orders by an amount equal to 5 per cent. thereof.

(2) (a) The general order of the 31st March, 1942, further increased rates of remuneration determined by awards and industrial agreements and apprenticeship orders (inclusive of the 5 per cent. increase provided by the general order of the 9th August, 1940) by an amount equal to 5 per cent. thereof, but excluded from the increase such portion of the remuneration of each worker as exceeded—

- (i) The amount of £5 a week in the case of male workers twenty-one years of age and over;

- (ii) The amount of £2 10s. a week in the case of female workers twenty-one years of age and over;
- (iii) The amount of £1 10s. a week in the case of male and female workers under twenty-one years of age; and
- (iv) The amount of £1 10s. a week in the case of apprentices under apprenticeship orders.

(b) The increase in *rates of remuneration* provided by the order referred to in (a) hereof applied to the unexcluded portion of the *remuneration* of each worker, irrespective of his or her total weekly *remuneration*.

(3) The term "*rates of remuneration*" includes time and piece wages and overtime and any other special payments. The term "*remuneration*" means actual earnings, including time and piece wages and overtime and any other special payments.

Proportion of Youths

5. The proportion of youths employed shall not exceed one youth to three adult workers or fraction of three adult workers. In special circumstances this proportion may be varied in accordance with the provisions of clause 12.

Travelling-expenses and Equipment

6. (a) The employer may make mutual arrangements with the employees as to payments of vehicle and travelling allowances and other incidental expenses, including any necessary horse or dog feed incurred by employees in the course of their duties, provided that no employee shall incur any expense without the authority of his employer. In such cases where satisfactory arrangements are not made, the employer shall reimburse the employee for all such expenses incurred with the prior knowledge of the employer. Where an employee is required in the course of his duties to use a saddle-horse, the cost of shoeing and the maintenance of horse cover and harness shall be considered incidental expenses.

(b) For the purposes of this clause "*travelling-expenses*" shall include lodging-expenses in the case of an Inspector required to be away from his headquarters or in the case of a rabbitier required to work outside his normal area.

Holidays

7. (a) Rabbit Board employees shall receive the following holidays without deduction of pay: New Year's Day, Good Friday, Easter Monday, the birthday of the reigning Sovereign, Labour Day, Christmas Day, and Boxing Day.

(b) When any holiday falls on a Sunday, the following day shall be observed.

(c) Any work done at the request of the employer on any of the above holidays or on Sundays or Anzac Day shall be paid for at double time rates. Such payment shall be in addition to the payment provided for in subclause (a) hereof.

(d) In addition to the above holidays, to compensate for the elasticity of hours provided in clause 2 hereof, workers covered by this award shall be granted two weeks' holiday on full pay during each year of service with the same employer or joint employers: Provided that a worker leaving his employment or being dismissed at any time after completion of three months' service shall be entitled to a holiday or equivalent of pay proportionate to the time he has served. Where practicable, such holidays shall be given in proximity to the Christmas or Easter holidays, or at such other time as is mutually agreed upon.

(e) Provided, however, that camp cooks shall not be entitled to overtime for work performed on Sundays or holidays, but shall be entitled to three weeks' annual holiday on full pay.

Accommodation and Camps

8. Should any question arise concerning house-rent, accommodation, or camps it shall be referred to the Disputes Committee in accordance with clause 12.

General

9. (a) Time lost by any worker through default or voluntary absence with leave, or through accident to the worker, may be deducted from his wages. Except in the case of absence with leave, time lost may be made up as mutually arranged.

(b) Employment shall be determined by one week's notice in the case of weekly workers and one month's notice in the case of Inspectors: Provided that this clause shall not apply to casual employees or in the case of any employee dismissed through misconduct or neglect.

(c) The employer shall not be required to provide dogs, saddle-horses, and/or their harness; but where a worker is required to supply his own he shall be given an allowance of 2s. per week.

(d) Except as provided in subclause (e) hereof, all guns, traps, equipment, ammunition, and packhorses shall be provided by the employer.

(e) In lieu of providing guns and traps, the employer may arrange for the guns and/or traps to be provided by the worker. In such cases the employer shall pay the worker at the rate of 5s. per month for the use of the worker's gun and at the rate of 1d. per trap per month for the use of traps. The employer shall decide the number of traps to be so provided, and it shall be the duty of the worker to maintain the number required at all times during his employment. It shall also be the duty of the worker to provide a gun approved by the employer. Should the cost of traps be less than 23s. per dozen or greater than 26s. per dozen, or should the cost of a gun be less than £14 or more than £16, the monthly rate specified may be varied by agreement between the union of employers and the union of workers.

Payment of Wages

10. Wages may be paid weekly or fortnightly, as may be arranged between the employer and the worker, but by arrangement with the union representative payment may be made monthly.

First Aid

11. Employers shall provide and maintain an adequate first-aid outfit for the use of workers, or at the discretion of the employer, employees may be provided with individual kits.

Disputes Committee

12. The essence of this award being that the work of the employers shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this award, or any of them, as to any matter whatsoever arising out of or connected therewith and not dealt with in this award, every such dispute or difference shall be referred to a National Disputes Committee to be composed of two representatives of each side, together with an independent chairman to be mutually agreed on or, in default of agreement, to be appointed by a Conciliation Commissioner. Should either party fail to appoint representatives to the National Disputes Committee, either party may refer the matter in dispute to a Conciliation Commissioner, who may either decide the matter or refer the matter to the Court. In the event of the National Disputes Committee failing to agree, the matter shall be referred to the Court. In the event of the National Disputes Committee coming to a decision, either side shall have the right of appeal to the Court

against the decision of the Committee, or the decision of the Commissioner, and written notice of such appeal shall be given to the other side within fourteen days after such decision has been made known to the party desirous of appealing.

Workers to be Members of Union

13. (a) Subject to the provisions of section 18 (5) of the Industrial Conciliation and Arbitration Amendment Act, 1936, 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.

(b) For the purposes 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.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Under-rate Workers

14. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Application of Award

15. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, 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

16. This award shall apply to the Rabbit Boards and Rabbit-proof Fencing Boards in the Northern, Taranaki, Wellington, Marlborough, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts.

Term of Award

17. This award shall come into force on the day of the date hereof and shall continue in force until the 14th day of December, 1945.

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 14th day of December, 1944.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

In making the award, which embodies the terms of settlement arrived at by the assessors in Conciliation Council, the Court has had regard to the provisions of the Economic Stabilization Emergency Regulations 1942.

A. TYNDALL, Judge.