

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

In the Court of Arbitration of New Zealand, Otago and Southland 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 Otago Labourers and Related Trades' Industrial Union of Workers (hereinafter called "the union") and the undermentioned union and Boards (hereinafter called "the employers") :—

New Zealand Rabbit Boards Industrial Union of Employers, A.M.P. Chambers, 14 Broadway, Palmerston North.

Lakes Rabbit Board, Arrowtown.

Leaning Rock Rabbit Board, Alexandra.

Manuherikia Rabbit Board, Alexandra.

Mount Benger Rabbit Board, Roxburgh.

Tokarahi Rabbit Board, Oamaru.

Roxburgh East Rabbit Board, Roxburgh.

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 5th day of May, 1949, 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 5th day of August, 1948.

[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, by mutual arrangement with the local union, 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 £350 for the first year, then rising by annual increments of £10 until £400 per annum is reached. Thereafter by mutual arrangement.

Rabbiters: £6 4s. 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 £6 9s. per week.

Camp Cooks: £6 10s. per week.

Other Workers: £6 4s. per week.

Casual Workers: 3s. 1d. per hour.

Youths—

Commencing under eighteen years of age, £3 per week.

Commencing at eighteen to twenty years of age, £4 per week.

After twelve months' service, youths shall receive full rates.

(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) Notwithstanding anything in the foregoing clauses, it shall be competent for any Board to enter into an agreement with the 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 this clause. 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.

Exemption from General Orders.

4. The foregoing wage-rates include the provisions of the general order dated 9th August, 1940, and the provisions of the general order dated 31st March, 1942, under the Rates of Wages Emergency Regulations 1940.

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 13.

Camping and Country Work

6. (a) Where it is necessary for a worker to sleep elsewhere than at his genuine place of residence in the employer's district, the employer shall convey him to and from such place free of charge or his travelling-expenses going to and from such work shall be paid by his employer, but only once during the continuance of the work if such work is continued and the worker is not in the meantime recalled by his employer.

(b) Time so occupied in travelling shall count as time worked.

(c) Workers employed on such work shall be paid an additional sum of 6s. per working-day, but the employer may, in lieu thereof, provide them at the employer's expense with suitable board and lodging, or where the employer provides satisfactory accommodation 3s. 6d. shall be paid for food allowance for every day the workers are in camp. For the purpose of this clause, satisfactory accommodation shall include the provision of suitable cooking-utensils, and fireplace or oven, provision for storage of food, and of reasonable sanitary conveniences.

(d) In the event of any difficulties arising in connection with this clause due to any special circumstances pertaining to the work of the employer, either of the parties may invoke the disputes clause of this award for the purpose of arriving at a satisfactory solution.

Holidays

7. (a) All workers covered by this award shall receive the following holidays without any deduction of pay: New Year's Day, 2nd January, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, and Boxing Day.

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

(c) An annual holiday of two weeks shall be allowed in accordance with the Annual Holidays Act, 1944.

(d) 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.

Travelling-time

8. All time occupied in travelling to and from the worker's home, camp, or recognized depot and the place of work shall count as time worked.

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.

(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 shall not apply to casual employees or in the case of any employee dismissed through misconduct. In the case of casual workers, two hours' notice on either side shall terminate the engagement.

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

(d) In lieu of providing motor-vehicles, guns, and/or traps, arrangements may be made for any of these to be provided by the worker, who shall be made an allowance at a rate not less than the following:—

(1) Motor-vehicles: Either 5d. per mile or an agreed weekly rate.

(2) Guns: 6s. per month.

(3) Traps: 2d. per month per trap.

(e) 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 as follows:—

(1) Horses, including all feed, shoeing, and incidental: 10s. per week.

(2) Horses, where employer provides feed and shoeing: 2s. 6d. per week.

(3) Dogs, including all food: 1s. 6d. per dog per week.

(4) Dogs, where employer provides food: 6d. per dog per week.

(f) The employer may nominate the alternative set out in subclauses (d) and (e) to be adopted and may specify the number of dogs and horses for which an allowance may be made.

(g) In the event of a dispute arising under this clause, the question shall be decided by a disputes committee in accordance with clause 13 hereof.

Contract Work

10. Where any work covered by this award is carried out on contract, the contractor or contractors shall be bound by the provisions of this award.

Payment of Wages

11. 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

12. 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

13. 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

14. (a) Subject to the provisions of subsection (5) of section 18 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.

(c) Every person who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested so to do by his employer or any officer or representative of the union commits a breach of this award, and shall be liable accordingly.

(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

15. (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

16. 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 that portion of the industrial district to which this award relates.

Scope of Award

17. This award shall apply to Rabbit Boards and Rabbit-proof Fencing Boards in that portion of the Otago and Southland Industrial District comprised in the former Provincial District of Otago.

Term of Award

18. This award, in so far as it relates to wages, shall be deemed to have come into force on the 5th day of May, 1947, 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 5th day of May, 1949.

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 5th day of August, 1948.

[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.