

## NEW ZEALAND RABBIT DESTRUCTION WORKERS—AWARD

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 1954; 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 under-mentioned union (hereinafter called “the employers”):

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

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 as hereinafter provided and shall continue in force until the 27th day of May 1965 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 27th day of November 1963.

[L.S.]

A. TYNDALL, Judge.

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SCHEDULE

*Industry to Which Award Applies*

1. This award shall apply to the operations of rabbit boards established and acting in accordance with the provisions of the Rabbits Act 1955.

*Definitions*

2. (a) For the purpose of this award an inspector is an executive officer who is appointed as such by his employer.

Inspectors who are in receipt of £1,000 per annum or more shall be exempt from the terms and conditions of this award.

(b) "Worker" or "employee" means an outside employee of a rabbit board.

(c) A "rabbiter" is a general employee engaged in the destruction of rabbits and other animals 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

3. (a) The ordinary hours of work may be arranged to suit each board, over five days of the week, Monday to Friday inclusive, but shall not exceed 40 per week.

(b) All work done on Sundays or holidays as specified in subclause (a) of clause 7 shall be paid for at double ordinary rates of pay in addition to the rates prescribed in subclause (a) of clause 4.

(c) Time worked in excess of 40 hours per week or on Saturdays shall be paid for at the rate of time and a half.

#### Wages

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

*Inspectors*—Not less than £770 for the first year, then rising by annual increments of £20 until £850 per annum is reached. Thereafter by mutual arrangement.

*Rabbiters*—£13 15s. per week. Where no inspector is employed and a rabbiter is given the powers of an inspector solely to confer on him the right of entry upon private land, he shall be paid £14 3s 3d. per week.

*Camp Cooks*—£14 3s. 3d. per week.

*Casual Workers*—6s. 10½d. per hour.

*Youths*—

	Per Week		
	£	s.	d.
Under 18 years of age .....	9	0	0
18 to 18½ years of age .....	9	10	0
18½ to 19 years of age .....	10	0	0
19 to 19½ years of age .....	10	10	0
19½ to 20 years of age .....	11	1	0
20 to 20½ years of age .....	11	12	0
20½ to 21 years of age .....	12	3	0

And thereafter adult rates: Provided that irrespective of age adult rates shall be paid after two years' experience in the industry.

(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) of this clause.

(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.

(d) Notwithstanding anything contained elsewhere in this award, any employer may institute a system of incentive payments to its workers, taking into account results obtained in the destruction of rabbits. Where such bonus system is introduced, the payments resulting therefrom to the workers shall be in addition to the minimum wages and allowances and other payments set out in this award. Where such bonus system is instituted, clause 3 (Hours of Work) shall not apply. Should any question arise respecting the institution or application of such

incentive payments or schemes, the matter shall be referred to a local committee in the area where the question has arisen; such committee shall consist of two representatives of the employer concerned and two representatives of the local union. In the event of such local committee failing to settle the question the matter shall be referred to the disputes committee referred to in clause 15 hereof.

#### *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 provision of clause 15.

#### *Camping*

6. (a) Where a worker whose normal and usual duty enables him to go from and return to his usual abode each day is required by his employer to work at a place requiring him to camp and sleep away from his usual place of abode, 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. If, however, the worker is withdrawn from such work by the employer, or if he returns therefrom requiring medical attention in consequence of accident or sickness arising out of and in the course of the employment and is in either case again required on the work the employer shall again convey him or pay his fare to and from such work.

(b) The provisions of subclause (a) of this clause shall not apply to single men billeted in a camp when first employed and subsequently moved to another or other camp within the board's district.

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

(d) Workers employed on such work shall be paid an additional sum of 13s. 6d. 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 9s. 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.

(e) 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, 2 January, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, and Anniversary Day or a day in lieu thereof to be mutually agreed on.

(b) In the event of a holiday, other than Anzac Day, falling on a Saturday or Sunday, such holiday shall be observed on the succeeding Monday, and in the event of another holiday falling on or being transferred to such Monday, such other holiday shall be observed on the succeeding Tuesday.

The employer shall pay wages for the above holidays to all workers performing work coming within the scope of this award who have been employed by him at any time during the fortnight ending on the day on which the holiday occurs.

Such payment shall be on the basis of one-tenth of an ordinary day's pay for each full day of employment at ordinary time during the fortnight ending on the day on which the holiday occurs.

(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 recognised depot and the place of work shall count as time worked excepting for 15 minutes each way.

#### *General*

9. (a) Time lost by any worker through default or voluntary absence without leave, or through accident to or sickness of 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 for in subclause (d) of this clause, all guns, traps, equipment, rabbit-nets, ammunition, ferrets, and pack-horses, and food for these animals shall be provided by the employer.

(d) In lieu of providing motor vehicles, guns, ferrets, 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:

- (i) Motor vehicles: Either 1s. per mile or an agreed weekly rate.
- (ii) Guns: 12s. per month.
- (iii) Traps: 3d. per month per trap.
- (iv) Bicycles: A weekly allowance of 3s. shall be paid to workers who use their bicycles at the employer's request.
- (v) Ferrets: 1s. 6d. per week per ferret.
- (vi) Workers using their own motor vehicles and being required to tow caravans shall be paid 8d. per mile, or trailers 3d. per mile additional whilst so employed.

(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:

- (i) Horses, including all feed, shoeing and incidental: £1 10s. per week.
- (ii) Horses, where employer provides feed and shoeing: 5s. per week.
- (iii) Dogs, including all food: 5s. per dog per week.
- (iv) Dogs, where employer provides food: 1s. per dog per week.

(f) The employer may nominate the alternatives set out in subclause (e) to be adopted. The number of dogs, horses, and ferrets to be used and for which an allowance is to be paid shall be arranged between the employer and the worker. In the case of a dispute the matter shall be resolved in accordance with clause 15 hereof.

(g) Workers required to mix phosphorous poison shall be paid 3s. 6d. per day extra whilst so employed.

(h) Distemper injections when required either by the board or before dogs are permitted on a property shall be paid for by the board. Costs incurred by the worker in conforming to hydatids control provisions shall be refunded to him by the employer.

(i) When a worker takes his annual holiday the allowance paid to him for dogs, horses, and ferrets shall continue in cases where he has to find the feed for these animals whilst on leave.

(j) In recognition of the fact that the rates set out in this clause are, in some cases, inadequate, it shall be competent for any board to agree with the secretary or other representative of the union upon such higher rate or rates as may be considered equitable.

(k) In the event of a dispute arising under this clause, the question shall be decided by a disputes committee in accordance with clause 15 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.

Wages shall be paid or posted within three working days after the end of the pay period. When workers leave of their own accord or are dismissed, they shall be paid as soon as reasonably practicable thereafter. Where it is alleged that there has been unreasonable delay, the matter shall be dealt with under clause 15 of this award, and if the disputes committee finds that the allegation is justified it may direct that a compensatory payment be made by the employer to the worker concerned.

#### *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.

When a worker using cyanide, cyanogas, or chloro-picrin for the destruction of rabbits requests a gas-mask, he shall be supplied with same by the employer. Masks shall remain the property of the employer.

#### *Unqualified Preference*

13. (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 purpose 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.)

#### *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 14 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.

#### *Disputes Committee*

15. 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 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 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 disputes committee failing to agree, the matter shall be referred to the Court. In the event of the 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 14 days after such decision has been made known to the party desirous of appealing.

*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 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*

17. This award shall operate throughout the Northern, Taranaki, Wellington, Marlborough, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts.

*Term of Award*

18. This award, in so far as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the 17th day of November 1963, and so far as all other provisions of the award are concerned, it shall come into force on the day of the date hereof; and this award shall continue in force until the 27th day of May 1965.

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 27th day of November 1963.

[L.S.]

A. TYNDALL, Judge.

## MEMORANDUM

The matters referred to and settled by the Court related to definitions (clause 2 (a)), hours of work (clause 3 (a) and (c)), wages and classification (clause 4 (a)), camping (clause 6 (d)), general (clause 9 (d) and (e)), claim for service bonus, first aid (clause 12), and term of award including the operative date of provisions relating to wages. In making its decision on clause 3 (a) the Court has had regard to section 150 of the Industrial Conciliation and Arbitration Act 1954.

Upon being satisfied by supporting documentary evidence that an unqualified preference provision has been agreed to by all the assessors in accordance with section 174B of the Industrial Conciliation and Arbitration Act 1954 (as enacted by the Industrial Conciliation and Arbitration Amendment Act 1961), the Court has inserted clause 13 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. TYNDALL, Judge.