

(7446.) HAWKE'S BAY FISHERMEN AND FISH-SHED EMPLOYEES.—  
INDUSTRIAL AGREEMENT *RE* STEAM TRAWLERS "SIR WILLIAM  
WALLACE" AND "WEKA."

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, and its amendments, and an award of the Court of Arbitration, dated the 12th day of April, 1916, (Book of Awards, Vol. xvii, p. 169), this 18th day of January, 1923, between the New Zealand Trawling Company, owners of the steam trawlers "Sir William Wallace" and "Weka" (hereinafter called "the employers"), of Port Ahuriri, and the Hawke's Bay Fishermen and Fish-shed Employees' Industrial Union of Workers (hereinafter called "the union"), whereby it is mutually agreed by and between the parties hereto as follows:—

*Wages and Commission.*

1. Each member of the crew shall be paid a minimum wage of £4 per week, and in addition to the above wage each member of the crew shall be paid a bonus of 10s. for every 100 bundles of fish caught each week in excess of 400 bundles, computed at 1½d. per bundle.

*Hours of Work.*

2. During the months of October, November, December, January, February, and March the hours of work shall be from 5 a.m. to 5 p.m., and during the months of April, May, June, July, August, and September the hours of work shall be from 6 a.m. until 5 p.m. Saturday shall be the day off, but there shall be nothing to prevent the owners from substituting during any part of the year Sunday instead of Saturday as the weekly holiday, provided an agreement is entered into with the union for a set period of time.

*Night-work.*

3. Extra night-work: Should any of the crew be ordered to proceed to sea for the night, extra payment shall be made to the men for this particular work at the following rates: 10s. per night for each of the crew in addition or extra to clause 1 hereof.

*Slip-work.*

4. Payment for slip-work: When a trawler is laid up on the slip for repairs, &c., the following rates shall be paid while on work of this nature: Captain and engineer, £4 10s. each per week; deck hands and firemen, £4 each per week. The hours of work shall be from 8 a.m. until 5 p.m., exclusive of meal-hour each day, and from 8 a.m. until 12 p.m. noon Saturdays.

*General Provisions.*

5. (a.) The employment of a worker may terminate on either side by giving twenty-four hours' notice.

(b.) Should the owners require any trawler embodied in this agreement to stay out trawling two days and one night, notice to this effect shall be given to the crew as near as possible twelve hours beforehand.

(c.) No deduction shall be made from wages herein fixed, save for time lost through wilful neglect or default of the worker.

(d.) When in port owing to stress of weather or any cause, only eight hours shall be worked, exclusive of meal-hours.

(e.) The steam trawler "Weka," so long as she remains day trawling and does not go deep-sea fishing—*i.e.*, staying out trawling more than two days and one night—this agreement shall apply to her movements.

#### *Basis of Commission.*

6. The basis of commission shall be taken on the gross catch, and the weight of the bundles shall be—Flat fish, 4 lb. per bundle; round fish, 8 lb. per bundle. The whole of the catch shall be deemed to be the sole property of the owner. Each member of the crew shall be allowed such quantity of fish each week as fixed by the Disputes Committee.

#### *Payment of Wages.*

7. Wages shall be paid weekly on each Friday between the hours of 4 o'clock and 5 o'clock in the afternoon.

#### *Statement.*

8. Statement of wages for the information of the crew: Statements showing the amount due to each man and the quantities of the catch shall be given to the captain in charge of the trawler when wages are being paid.

#### *Steam.*

9. Steam to be obtained under the same conditions as it is at present.

#### *Repairs to Nets.*

10. Ordinary repairs to trawling-nets shall be undertaken and performed by the crew of the vessel. No new net-work to be performed on board the vessels.

#### *Classification.*

11. The steam trawlers "Sir William Wallace" and "Weka" shall be classed as second-class trawlers while working under these conditions, and shall carry a crew of not less than four hands. The word "crew" shall include captain and engineer. In the event of continuous heavy catches and the request by the crew for an extra man being refused by the owners, the matter shall be referred to the Disputes Committee for settlement.

#### *Holidays.*

12. The undermentioned shall be the holidays: New Year's Day, Waterside Workers' picnic day, Good Friday, Christmas Day, Easter

Monday, Anzac Day, Sovereign's Birthday, second day of the Hawke's Bay Agricultural October Show, Labour Day, and Boxing Day. All work done on these days, also Saturday and Sunday as stated in clause 2, shall be paid for at the following rates—Captain and engineer, 3s. per hour each; deck hand and fireman, 2s. 6d. per hour each—in addition or extra to clause 1 hereof.

*Overtime.*

13. Should any of the crew be ordered to work before or after the hours herein prescribed, such worker shall be paid at the rate of 2s. 6d. per hour overtime.

*Preference.*

14. Preference of employment shall be given to members of the union.

(a.) If any employer shall hereafter engage any worker coming within the scope of this award who is not a member of the union, and who shall not become a member of the union within seven days after his engagement and remain such a member, the employer shall dismiss such worker from his service if requested to do so by the secretary of the union, provided there is then a member of the union equally qualified to perform the particular work required to be done, and ready and willing to undertake the same.

(b.) The provision of the foregoing clause shall operate only if and so long as the rules of the union shall permit any worker coming within the scope of this award of good character and sober habits to become a member of the union upon payment of an entrance fee not exceeding 5s., upon written or verbal application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

(c.) Whenever an employer shall engage a worker who is not a member of the union, he shall within seven days thereafter give notice in writing of such employment to the secretary of the union.

*Scope of Award.*

15. This award shall apply to all trawlers embodied in it while running in or out of the Port of Napier.

*Workers' Compensation for Accidents Act.*

16. Workers' Compensation Act of 1908 and its amendments: The employers undertake that, in future, policies of insurance under this heading shall have a clause inserted that will cover risks incurred by employers working under this award.

*Matters not provided for.*

17. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the Disputes Committee of the union, and in default of

any agreement being arrived at then such dispute shall be referred to the local Inspector of Awards, who may either decide the same or refer the matter to the Conciliation Commissioner for settlement. Either party, if dissatisfied with the decision of the Inspector, may appeal to the Conciliation Commissioner upon giving notice of such appeal to the other party within seven days after such decision shall have been communicated to the party desiring to appeal.

*Term of Award.*

This award shall come into force on the 18th day of January, 1923, and remain in force until the 18th day of January, 1924.

Signed on behalf of the said New Zealand Trawling Company, owners of the steam trawlers "Sir William Wallace" and "Weka"—R. S. ALWARD, Manager—in the presence of—H. R. Ayers, Company Secretary, Napier.

Signed on behalf of the Hawke's Bay Fishermen and Fish-shed Employees' Industrial Union of Workers—FRANK HARRIS, President; TIMOTHY MCCARTHY, Secretary—in the presence of James H. Coddington, Inspector of Factories, Labour Department, Napier.

[SEAL]

NOTE.—Section 25, subsection (4), of the Industrial Conciliation and Arbitration Act, 1908, provides that, notwithstanding the expiry of the term of the industrial agreement, it shall continue in force until superseded by another industrial agreement or by an award of the Court of Arbitration, except where the registration of an industrial union of workers bound by such agreement has been cancelled.