

(1780.) HAWKE'S BAY FISHERMEN—AWARD.

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of “The Industrial Conciliation and Arbitration Act, 1908,” and its amendment; and in the matter of an industrial dispute between the Hawke's Bay Fishermen's Industrial Union of Workers (hereinafter called “the union”) and the undermentioned persons, firms, and companies (hereinafter called “the employers”):—

C. Codd, Matapiro, Hawke's Bay.

J. Corry, jun., Wellington.

C. Dolbel, Port Ahuriri.

N. Fernandos, Wellington.

Alfred Frier, Gisborne.

D. Gillies, Port Ahuriri.

G. Lovell, Port Ahuriri.

G. McGregor, Napier.

P. Munro, Port Ahuriri.

New Zealand Trawling and Fish-supply company, Napier.

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 the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 12th day of April, 1909, and shall continue in force until the 12th day of April, 1911.

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 27th day of March, 1909.

W. A. SIM, Judge.

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SCHEDULE.

Hours of Work.

1. Subject to the provisions hereinafter contained, the week's work shall not exceed seventy-two hours from the 1st day of October to the 31st day of May, inclusive, and shall not exceed sixty-six hours from the 1st day of June to the 30th day of September, inclusive.

Classification of Trawlers.

2. (a.) For the purposes of this award four classes of trawlers shall be recognised, known as the first-, second-, third-, and fourth-class trawlers.

(b.) Trawlers of the first class shall include the "Nora Niven" and the "Countess," and on these the crew shall be found by the employer, and a cook shall be carried.

(c.) Trawlers of the second class shall include the "Sir William Wallace," "Phantom," and the "Muriel." Vessels of the second class shall carry a crew of not less than five hands.

(d.) Trawlers of the third class shall include the "Savaii," "Fairy," "Pania," "Pilot," "Result," "Doto." Vessels of the third class shall carry a crew of not less than four hands.

(e.) Trawlers of the fourth class shall include the "Ithaca," "Kina," and "Endon." Vessels of the fourth class shall carry a crew of not less than three hands.

(f.) In this clause the word "crew" shall include the captain and engineer.

(g.) If during the currency of this award any other boat shall be engaged in trawling, the class in which such boat shall be included shall be settled by agreement in writing between the union and the employer, and failing such an agreement shall be determined by the Conciliation Commissioner for the district, and his decision on the subject shall be final.

Wages.

3. The minimum rates of wages for workers employed on trawlers shall be as follows:—

(a.) On trawlers of the first class: Master, £13 per calendar month; engineer, £18 per calendar month; mate, £10 per calendar month; first deck hand, £9 per calendar month; second and third deck hands, £8 per calendar month; firemen, £10 per calendar month; boy, £1 10s. per week; cook, £11 per calendar month.

(b.) On trawlers of the second class: Master, £3 12s. 6d. per week; engineer, £3 12s. 6d. per week; second hand, £3 per week; other men, £2 10s. per week; boy, £2 per week.

(c.) On trawlers of the third class: Master, £3 12s. 6d. per week; engineer, £3 12s. 6d. per week; second hand, £3 per week; boy, £2 per week.

(d.) On trawlers of the fourth class: Master, £3 12s. 6d. per week; engineer, £3 12s. 6d. per week; deck hand, £3 per week.

(e.) On trawlers of the first class the master and mate shall receive fish-money at the rate of 3d. per hundredweight in addition to the above-mentioned wages. The first, second, and third deck hands shall receive fish-money at the rate of 2d. per hundredweight in addition to the above-mentioned wages.

(f.) On the second-, third-, and fourth-class trawlers the master, engineer, and second hand shall receive fish-money at the rate of 1s. for ever 100 bundles of fish caught, in addition to wages.

Holidays.

4. The following shall be the holidays: New Year's Day, Good Friday, Easter Monday, the sovereign's birthday, the second day of the Hawke's Bay Agricultural October Show, Labour Day, Christmas Day, and Sundays: Provided that any employer shall have the option of observing a holiday on Saturday instead of Sunday, and, if Saturday is so substituted for Sunday, the practice shall continue in opera-

tion for at least six months: Provided further that, if Saturday is substituted as aforesaid, the wages payable for any work done on Saturday shall be not less than those hereinafter prescribed for Sunday.

5. All work performed on Christmas Day, Good Friday, or Sunday (or Saturday if substituted for Sunday) shall be paid for at the rate of double time. Work done on any other of the holidays hereinbefore mentioned shall be paid for at the rate of time and a half.

6. The provisions of clauses 4 and 5 hereof shall not apply to any trawlers of the first class.

Overtime.

7. All time worked in excess of the hours prescribed by clause 1 hereof, unless caused by breakdown of machinery or unusual conditions of weather, shall be overtime, and shall be paid for at the rate of time and a quarter.

Share System.

8. Nothing herein contained shall prejudice or interfere with the share system at present in operation, which may be adopted or continued by agreement between the employer and the crew.

General Provisions.

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

10. The employment of a worker may be terminated on either side by giving twenty-four hours' notice: Provided that a worker may be dismissed without notice for any ground which at common law would justify the immediate dismissal of a servant.

No Discrimination.

11. Employers shall not discriminate against members of the union, and shall not in the engagement or dismissal of workers or in the conduct of their business do anything to injure the union, either directly or indirectly.

Scope of Award.

12. This award shall apply only to trawlers running out from the Port of Napier.

Duration of Award.

13. This award shall come into force on the 12th day of April, 1909, and shall continue in force until the 12th day of April, 1911.

In witness whereof the seal of the Court of Arbitration hath hereunto been put and affixed, and the Judge of the said Court hath hereto set his hand, this 27th day of March, 1909.

W. A. SIM, Judge.

MEMORANDUM.

The provisions in clauses 8, 9, and 10 of this award were agreed to, in substance, by the parties.

The employers offered to pay overtime at ordinary rate for time worked in excess of seventy-two hours. The Court has fixed overtime at the rate of time and a quarter except for overtime caused by breakdown of machinery or unusual weather-conditions.

The provisions contained in clauses 4 and 5 as to holidays are not made applicable to trawlers in the first class. If the holidays in question are not given to workers in these trawlers the Court recommends the employers to give these workers, after every year's service, a week's holiday on full pay in lieu of these holidays.

W. A. SIM, Judge.