

(2476.) HAWKES BAY FISHERMEN.—AGREEMENT *RE* STEAM
TRAWLER "BEATRICE."

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, and its amendments, and an award of the Arbitration Court dated 14th September, 1911, this 24th day of February, 1912, between Samuel Walter Perry Peddle, Napier and Whangapoua (hereinafter termed "the employer"), and the Hawke's Bay Fishermen's Industrial Union of Workers (hereinafter termed "the union"), whereby it is mutually agreed by and between the employer and the union as follows:—

1. *Application of Agreement.*—It is agreed between the above-mentioned parties that the following rates, methods of payments, and conditions of work shall apply to men employed on the steam trawler "Beatrice."

2. *Hours of Work.*—The hours of work shall be regulated by the employer and crew, but the trawler shall return to port by 4 p.m. on Friday in each week.

3. *Wages and Shares.*—The trawler to be worked on five shares, after deducting expenses mentioned in clause 10. The employer to receive two-fifth shares; captain to receive one-fifth share; engineer to receive one-fifth share; deck hand to receive one-fifth share. Basis: Under clauses 11 and 12 hereunder mentioned.

4. *Payment for Slip-work.*—When trawler is on slip for repairs, the following rates shall be paid by the employer: To captain, £2 12s. 6d. per week; engineer, £2 12s. 6d. per week; deck hand, £2 10s. per week.

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

6. *Statement of Wages.*—Statements showing the amounts 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, for the benefit of the crew.

7. *Repairs of Nets.*—Ordinary repairs to trawling-nets shall be undertaken and performed by the men.

8. *Classification.*—The steam trawler "Beatrice" shall be classed as a fourth-class trawler, and shall carry a crew of not less than three hands. In this clause the word "crew" shall include the captain and engineer.

9. *General Provisions.*—The employment of a worker may terminate on either side by giving twenty-four hours' notice.

10. *Trawler's Expenses.*—Coal, water, oil, waste, and ice.

11. *Weight of Bundles.*—Flat fish, 4 lb. per bundle; round fish, 8 lb. per bundle.

12. *Rates per Bundle.*—Flat fish, 1s. 1½d. per bundle; round fish, 11d. per bundle.

13. *Holidays.*—The following shall be the holidays: New Year's Day, Good Friday, Christmas Day, Easter Monday, Boxing Day, the Sovereign's birthday, Labour Day, second day of the Hawke's Bay Agricultural (October) Show, and Saturday in lieu of Sunday. All work done on Good Friday, Christmas Day, and Saturday in lieu of Sunday to be paid at the following rates: Captain and engineer, 2s. 6d. per hour; deck hand, 2s. per hour. All other holidays: Captain and engineer, 1s. 9d. per hour; deck hand, 1s. 6d. per hour. In addition or extra to clause 3 hereof.

14. *Preference.*—If and so long as the rules of the union permit any person of good character and sober habits to become a member of the union upon payment of an entrance fee not exceeding 5s., upon his written application, without ballot or other election, and so to continue upon subsequent contributions, whether payable weekly or not, not exceeding 6d. per week, employers in the engagement of crews shall employ members of the union in preference to non-members, provided there are members available equally competent with non-members to perform the particular work required to be done, and ready and willing to undertake it.

15. *Engagement of Crews.*—The employer when engaging crews or portion thereof shall make application to the secretary of the union for any unionist available.

16. *No Discrimination.*—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.

17. *Workers' Compensation for Accidents Act, 1908, and its Amendments.*—The employer undertakes that, in future, policies of insurance under this heading shall have a clause inserted that will cover risk incurred by any employee working under this agreement.

Terms of Agreement.—This agreement shall come into operation on the 24th day of February, 1912, and shall continue to the 24th day of February, 1913.

Dated at Port Ahuriri, Napier, this 24th day of February, 1912.

Sealed with the seal of the union in pursuance of the resolution of the union, confirmed at a special meeting convened for that purpose, and after a draft of the within agreement had been approved, such resolution being duly recorded in the minutes and signed by the president and secretary in the presence of—

Signed on behalf of the Hawke's Bay Fishermen's Industrial Union of Worker's by—

[SEAL.]

PHILLIP HY. JENKINS, President.

DENNIS MCCARTHY, Jun., Secretary.

Witness—John Cadigan.

24th February, 1912.

Signed on behalf of S. W. P. Peddle by—

STEPHEN THOMS.

Witness—William Thomas Keir, Port Ahuriri.

24th February, 1912.