(2478.) HAWKE'S BAY FISHERMEN.—AGREEMENT RE STEAM TRAWLERS "COUNTESS" AND "NORA NIVEN."

This industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, and its amendments, this 22nd day of February, 1912, between the Hawke's Bay Fishermen's Industrial Union of Workers (hereinafter termed "the union") and the New Zealand Trawling and Fish Supply Company (Limited) and "Countess" Trawling Company (Limited), (hereinafter termed "the employers"), whereby it is mutually agreed by and between the union and employers as follows:—

1912-2-Awards.

Hours of Labour.

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.

2. The steam trawlers "Nora Niven" and "Countess" shall be classed first-class trawlers, and on these trawlers the crews shall be found by the employers, and a cook shall be carried.

WAGES.

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

(a.) Master, £13 per calendar month; mate, £10 per calendar month; engineer, £18 per calendar month; first deck hand, £9 per calendar month; second and third deck hands, £8 per calendar month; firemen (two), £11 each per calendar month; boy, £1 10s.

per week; cook, £11 10s. per calendar month.

(b.) 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 above-mentioned wages.

HOLIDAYS.

4. (a.) The following shall be the holidays: New Year's Day, Good Friday, Easter Monday, Sovereign's birthday, Boxing Day, Labour Day, second day of Hawke's Bay Agricultural (October) Show, Christmas Day, and Sundays.

(b.) All work done on Christmas Day, Good Friday, or Sundays 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.

(c.) Provided that in case of necessity another day may be given in lieu of any of the above holidays without payment of holiday rates.

(d.) Holiday rates shall only be paid for Sundays in cases where the full week's work as provided in clause I hereof has already been worked. This subclause shall not apply to firemen working refrigerators on Sundays.

OVERTIME.

5. 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.

GENERAL PROVISIONS.

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

PREFERENCE.

7. 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.

No DISCRIMINATION.

8. 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.

ENGAGEMENT OF CREWS OR PORTION.

9. The employer when engaging crews or portion thereof shall, if possible, make application to the secretary of the union to supply his needs.

SCOPE OF AGREEMENT.

10. This agreement shall apply only to trawlers running out from the Port of Napier.

TERM OF AGREEMENT.

11. This agreement shall come into force on the 1st day of March, 1912, and shall continue in force until the 28th day of February, 1913, inclusive.

THE NEW ZEALAND TRAWLING AND FISH-SUPPLY COMPANY (LIMITED),

(A. H. Fenton, Secretary).

The signature of New Zealand Trawling and Fish-supply Company (Limited) was attached in the presence of—S. Wright, Secretary, Napier.

THE "COUNTESS" STEAM TRAWLING COMPANY (LIMITED),

(T. RAUTIER, Managing Director).

The signature of "Countess" Trawling Company (Limited) was attached in the presence of—S. Wright, Secretary, Napier.

The seal of the Hawke's Bay Fishermen's Industrial Union of Workers was hereunto affixed by order of the union, and the signatures of—

[Seal.] Philip Hy. Jenkins, President, Dennis McCarthy, Jun., Secretary,

were hereunto subscribed in the presence of—Thomas Henry Wylie, Waterside Worker, Port Ahuriri.