

WELLINGTON INDUSTRIAL DISTRICT.

(2473.) HAWKE'S BAY FISHERMEN.—AGREEMENT *RE* STEAM TRAWLER "RESULT."

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 3rd day of February, 1912, between Edward John Beresford, Napier; William Charles Roberts, Napier; and Frederick George Stone, Port Ahuriri (hereinafter termed "the employers"), 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 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 "Result."

2. *Wages and Commission.*—Captain, £1 12s. 6d., and $8\frac{3}{4}$ per cent. commission, per week; engineer, £1 12s. 6d., and $8\frac{3}{4}$ per cent. commission, per week; deck hand, £1. and $8\frac{3}{4}$ per cent. commission, per week; boy, £1 10s., and $2\frac{1}{2}$ per cent. commission, per week.

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

4. *Payment for Night-work.*—In the event of any of the crew being ordered to proceed to sea for the night, extra payment shall be made to the men for this particular work at the following rates: Captain, 8s. 4d. per night; engineer, 8s. 4d. per night; deck hand, 8s. 4d. per night; boy, 5s. per night.

5. *Payment for Slip-work.*—When trawler is laid up on slip for repairs, &c., the following extra rates shall be paid while work of this nature is being carried out: Captain, £1; engineer, £1; deck hand, £1 10s.; boy, 10s.

6. *Basis of Commission.*—The basis of commission shall be taken on the gross catch.

7. *Shrinkage.*—A shrinkage shall be deducted from flat fish only at the rate of 8 per cent.

8. *Weights of Bundles.*—The weights of bundles of fish shall be—Flat fish, 4 lb. per bundle; round fish, 9 lb. per bundle; gurnet, 10 lb. per bundle.

9. *Rates per Bundle.*—The rates for calculating the amounts of commission payable to the crew shall be—Round fish, 7d. per bundle; flat fish, 9d. per bundle.

10. *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.

11. *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.

12. *Repairs to Nets.*—Ordinary repairs to trawling-nets shall be undertaken and performed by the crew.

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

14. *Classification.*—The steam trawler "Result" shall be classed as a third-class trawler, and shall carry a crew of not less than four hands. (In this clause the word "crew" shall include the captain and engineer.)

15. *Holidays.*—The following shall be the holidays: New Year's Day, Good Friday, Christmas Day, Easter Monday, Boxing Day, 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 day in lieu of Sunday (Saturday) to be paid at the following rates: Captain and engineer, 2s. 6d. per hour each; deck hand, 2s. per hour; boy, 1s. 6d. per hour. All other holidays: Captain and engineer, 1s. 9d. per hour; deck hand, 1s. 6d. per hour; boy, 1s. per hour. In addition or extra to clause 2 hereof.

16. *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 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.

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

18. *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.

19. *Workers Compensation for Accidents Act, 1908, and its Amendments.*—The employers undertake that, in future, policies of insurance under this heading shall have a clause inserted that will cover risk incurred by employees working under this agreement.

20. *Term of Agreement.*—This agreement shall come into operation on the 3rd day of February, 1912, and shall continue to the 3rd day of August, 1912.

Dated at Port Ahuriri, Napier, this 3rd day of February, 1912.

Sealed with the seal of the union in pursuance of 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 presence of—

[SEAL.] PHILIP HY. JENKINS, President,
 DENNIS MCCARTHY, Jun., Secretary,
 in presence of witness—Thomas Sinclair, Napier.

Signed by— EDWARD JOHN BERESFORD, Employer,
 in presence of witness—S. P. Spiller, Napier.

Signed by— WILLIAM CHARLES ROBERTS, Employer,
 in presence of witness—W. Reading, Napier.

Signed by— FREDERICK GEORGE STONE, Employer,
 in presence of witness—Dennis McCarthy, Jun., Port Ahuriri.

Dated this 3rd day of February, 1912.
