# WELLINGTON INDUSTRIAL DISTRICT.

## (2592.) HAWKE'S BAY FISHERMEN.—AGREEMENT RE STEAM TRAWLER "MURIEL."

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 26th day of August, 1912, between the Napier Trawling Company, Port Ahuriri (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 union as follows :—

# Application of Agreement.

1. 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 "Muriel."

# Hours of Work.

2. The hours of work shall be regulated by the employer, but so that as far as possible the trawler shall return to port by noon on Saturdays and remain in port Sundays.

# Wages and Shares.

3. The crew shall receive weekly wages and commission as follows: Captain,  $\pounds 1$  12s. 6d. and 8 per cent. commission; engineer,  $\pounds 1$  12s. 6d. and 8 per cent. commission; deck hands,  $\pounds 1$  and 8 per cent. commission each. Each member of the crew to be allowed 11s. per week in lieu of being found.

## Payment for Slip-work.

4. When the trawler is laid up on the slip for repairs the following extra rates per week shall be paid while work of this nature is being carried out by the crew: Captain,  $\pounds 1$ ; engineer,  $\pounds 1$ ; deck hands,  $\pounds 1$  each.

## Basis of Commission.

5. The basis of commission shall be taken on the gross catch.

# Shrinkage.

6. A shrinkage shall be deducted from flat fish only at the rate of 8 per cent.

## Weights of Bundles.

7. 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.

### Rates per Bundle.

8. The rates for calculating the amounts of commission payable to the crew shall be: For round fish, 7d. per bundle; flat fish, 9d. per bundle.

## Payment of Wages.

9. Wages shall be paid weekly on each Saturday as soon after noon as possible.

# Statement of Wages.

10. Statements showing amounts due to each man and the quantities of the catch shall be given to the captain when wages are being paid for the perusal of the crew.

#### Repairs to Nets.

11. Ordinary repairs to trawling-nets shall be undertaken and performed by the men.

#### General Provisions.

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

## Classification.

13. The steam trawler "Muriel" shall carry a crew of not less than five hands. (In this clause the word "crew" shall include the captain and engineer.)

### Holidays.

14. 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 Sundays. All work done on Good Friday, Christmas Day, and Sundays to be paid at the following rates—Captain and engineer, 2s. 6d. per hour each; deck hands, 2s. per hour each: all other holidays—Captain and engineer, 1s. 9d. per hour each; deck hands, 1s. 6d. per hour each—in addition or extra to clause 3 hereof.

# Preference.

15. 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 nonmembers, 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.

# Engagement of Crews.

16. The employers when engaging crews or portion thereof shall make application to the secretary of the union for any unionist available.

# No Discrimination.

17. 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.

# Workers' Compensation for Accidents Act, 1908–1911, and its Amendments.

18. The employer undertakes 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.

## Term of Agreement.

19. This agreement shall come into operation on the 26th day of August, 1912, and shall continue to the 26th day of August, 1913, inclusive.

Dated at Port Ahuriri, Napier, this 26th day of August, 1912.

# THE NAPIER TRAWLING COMPANY (CHARLES DOLBEL).

The signature of the Napier Trawling Company was attached in the presence of—T. H. Wylie, stevedore, Port Ahuriri.

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 H. Wylie, stevedore, Port Ahuriri.