

(2475.) HAWKE'S BAY FISHERMEN.—AGREEMENT *RE* STEAM TRAWLER "SIR WILLIAM WALLACE."

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 September, 1911, this 17th day of February, 1912, between the Pilot Fish 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 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 "Sir William Wallace."

2. 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.

3. *Classification.*—The steam trawler "Sir William Wallace" shall be classed a second-class trawler, and shall carry a crew of not less than five hands. In this clause the crew shall include the captain and engineer.

4. *Wages and Shares.*—Captain, £1 10s. and one-tenth share each week; engineer, £1 10s. and one-tenth share each week; first deck hand, £1 and one-tenth share each week; second deck hand, £2 10s. per week; third deck hand, £2 per week.

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

6. *Overtime.*—All time herein worked in excess of the hours prescribed by clause 1 hereof shall be paid for at the rate of time and a quarter for the first two hours, and thereafter time and a half, to second and third deck hands.

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

8. *Holidays.*—The following shall be the holidays: New Year's Day, Good Friday, Easter Monday, the Sovereign's birthday, Boxing Day, Labour Day, the second day of the Hawke's Bay Agricultural (October) Show, Christmas Day, and Saturday in lieu of Sunday.

9. *Payment for Holidays.*—All work performed on Christmas Day, Good Friday, or Saturday in lieu of Sunday shall be paid for at the following rates: Captain and engineer, 2s. 6d. per hour each; deck hands, 2s. per hour each; boy, 1s. 6d. per hour. All other holidays: Captain and engineer, 1s. 9d per hour each; deck hands, 1s. 6d. per hour each; boy, 1s. per hour. In addition or extra to clause 4 hereof.

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

11. *Weights of Bundles.*—The weight of bundles of fish shall be—Flat fish, 4 lb. per bundle; round fish, 8 lb. per bundle.

12. *Rates per Bundle.*—The rates for calculating the amount of commission payable to the captain, engineer, and first deck hand each shall be—For round fish, 11d.; flat, 1s. 1d. per bundle. Above prices in operation till 1st April, 1912; prices thereafter same as the employer receives.

13. *Payment of Wages.*—Wages shall be paid weekly on each Friday between the hours of 4 o'clock and 5 o'clock p.m.

14. *Statement of Wages.*—Statements showing the 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.

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

16. *Trawler's Expenses.*—The following items shall be deducted from the catch-value: Coal, water, oil, waste, ice, and other necessary Customs expenses (except slip charges). When calculating, the captain, engineer, and first deck hand, one-tenth share each. The owners pay all wages hereinbefore mentioned, in addition to the shares mentioned in clause 4.

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.

18. *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.

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

20. *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.

Term of Agreement.—This agreement shall come into operation on the 17th day of February, 1912, and shall continue to the 1st day of September, 1914.

Dated at Port Ahuriri, Napier, this 17th 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 the presence of—

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

[SEAL.]

PHILIP HY. JENKINS, President.

DENNIS MCCARTHY, Jun., Secretary.

Witness—Ernest F. Redward.

17th February, 1912.

Signed by Thos. Munro, on behalf of the Pilot Fish Company,
Port Ahuriri—

THOS. MUNRO, Employer.

Witness—Peter Munro, Port Ahuriri.

17th February, 1912.