

(2896.) HAWKE'S BAY FISHERMEN.—AGREEMENT *RE* STEAM  
TRAWLER "ENERGY."

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 the 14th September, 1911, this 18th day of October, 1913, between Thomas Eckford, Napier (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:—

*Application of Agreement.*

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 “Energy.”

*Wages and Commission.*

2. *Wages and Commission.*—Captain, £1 12s. 6d., and 8 per cent. commission, per week; engineer, £1 12s. 6d., and 8 per cent. commission, per week; deck hands, £1, and 8 per cent. commission each, per week.

*Hours of Labour.*

3. *Hours of Work.*—The hours of work shall be regulated by the employer, but so as that the trawler shall return to port by 5 p.m. on Friday in each week.

*Payment for Night-work.*

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 hands, 8s. 4d. per night each.

*Payment for Slip-work.*

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 hands, £1 10s. each week.

*Basis of Commission.*

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

*Shrinkage.*

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

*Weights of Bundles.*

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.

*Rates 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.

*Payment of Wages.*

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.

*Statement of Wages.*

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.

*Repairs to Net.*

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

*General Provisions.*

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

*Classification.*

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

*Holidays.*

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 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 1 hereof).

*Preference.*

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 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.

*Engagement of Crews.*

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.

*No Discrimination.*

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.

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

19. *Workers' Compensation for Accidents Act, 1908, 1911, 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 employees working under this agreement.

*Term of Agreement.*

20. *Term of Agreement.*—This agreement shall come into operation on the 18th day of October, 1913, and shall continue to the 18th day of April, 1914, inclusive.

Dated at Port Ahuriri, Napier, this 18th day of October, 1913.

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—

WALTER EASTICK, Vice-President,

[SEAL.]

DENNIS MCCARTHY, Jun., Secretary.

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

Signed by—

THOMAS ECKFORD,

Employer, Napier.

The signature of Thomas Eckford was attached in the presence of—W. R. McKinstry, Domett Street, Port Ahuriri.