

(2924.) OTAGO AND SOUTHLAND TRAWLERS.—AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between F. J. Sullivan, of Dunedin, and the Uneeda Trawling Company (Limited) (both hereinafter referred to as “the employers”) and the Dunedin Trawlers’ Industrial Union of Workers (hereinafter referred to as “the union”).

THE Court of Arbitration of New Zealand (hereinafter called “the Court”), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award:—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member

thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 15th day of December, 1913, and shall continue in force until the 15th day of June, 1915.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 29th day of November, 1913.

W. A. SIM, Judge.

SCHEDULE.

*Hours of Work.*

1. The week's work shall not exceed seventy hours, subject to the following conditions: The hours of work not to exceed twelve hours in any one day without payment of overtime. When more than twelve hours have been worked in any one day, or seventy hours in any one week, overtime at the rates hereinafter specified shall be paid.

*Wages.*

2. (a.) *Mate and Leading Deck Hands.*—The mate or leading deck hand shall be paid not less than £2 10s. per week and found.

(b.) *Engineer or Man in Charge of Engines.*—Engineer or man in charge of engines shall be paid not less than £3 10s. per week and found.

(c.) *Fireman, Deck Hand, and Cook.*—Fireman shall be paid not less than £2 5s. per week and found. Deck hand shall be paid not less than £2 per week and found. Cook shall be paid not less than £2 per week and found.

(d.) Provided that any worker at present in the employ of any employer who is receiving a higher rate of wages than herein specified shall not have his wages reduced.

(e.) The employer may arrange with the workers in each ship to pay each worker 10s. per week and supply some fish free of cost at the discretion of the captain, and such fish to be consumed on board in lieu of provisions: in such case the cook shall be provided by the employer, as at present.

(f.) Employers shall be entitled to keep in hand one day's pay.

(g.) Wages to be paid weekly, unless otherwise agreed upon.

*Holidays.*

3. (a.) Saturday or Sunday shall be observed as a day of rest from work, but any employer may substitute another day for Saturday or Sunday, provided he gives his workers notice of his intention to make such substitution not later than 8 p.m. of the previous day.

(b.) The following shall be the recognized holidays: Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, the birthday of the reigning Sovereign, and Labour Day.

*Overtime.*

4. All work done on Christmas Day, New Year's Day, Good Friday, or the day of rest (whether Saturday or Sunday, or any other day) shall be paid for at double ordinary rates. All work done on Boxing Day, Easter Monday, the Sovereign's birthday, or Labour Day shall be paid for at the rate of time and a half. For all time worked beyond twelve hours in any one day, or beyond seventy hours in any one week, overtime shall be paid at the rate of time and a half.

*Preference.*

5. (a.) In the event of any employer hereafter engaging any worker who shall not be a member of the union, and who within fourteen days after his engagement shall not become and remain a member of the union, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union who is equally qualified with the non-member to perform the particular work required to be done, and ready and willing to undertake the same.

(b.) The provisions of the foregoing clause shall operate if and only so long as the rules of the union shall permit any person of good character and sober habits who is employed as a trawler to become a member of the union upon payment of an entrance fee not exceeding 5s., upon a written application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

*General Provisions.*

6. No deduction shall be made from the wages herein fixed save for time lost through the wilful neglect or default of the worker.

7. The employment of the worker may be terminated on either side by giving twenty-four hours' notice: Provided that a worker may be dismissed without notice for any ground which at common law would justify the immediate dismissal of a servant.

*Scope of Award.*

8. This award shall apply only to trawlers running out of Port Chalmers or any other port in this industrial district.

*Term of Award.*

9. This award shall come into force on the 15th day of December, 1913, and shall continue in force until the 15th day of June, 1915.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 29th day of November, 1913.

W. A. SIM, Judge.

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MEMORANDUM.

This award is almost entirely the same as the last award, the principal terms of which were agreed on by the parties (Book of Awards, Vol. xi, p. 207). The only material alteration is that the rate of pay for overtime has been increased.

W. A. SIM, Judge