

## WELLINGTON INDUSTRIAL DISTRICT.

(2818.) HAWKE'S BAY FISHERMEN.—RULING BY CONCILIATION COMMISSIONER *RE* CONDITIONS OF EMPLOYMENT ON TRAWLERS "NORA NIVEN" AND "COUNTESS."

In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the Hawke's Bay Fishermen's Industrial Union of Workers and J. Corry, jun., and others; and in the matter of an award of the Court made in respect of the aforementioned dispute in which it is provided, *inter alia*, "That wages, &c., shall be fixed by agreement between each employer and the union, and should the parties be unable to agree the Conciliation Commissioner for the district shall be called in to act as arbitrator, and his decision shall be final" (clause 1, folio 562, Book of Awards, Vol. xii).

THE employers interested in the steam trawlers "Nora Niven" and "Countess" and the union of workers aforementioned not being able to agree upon the following matters, I have to decide, after hearing the statements of the parties by their representatives, that the agreement entered into on the 22nd day of February, 1912, between the Hawke's Bay Fishermen's Industrial Union of Workers and the New Zealand Trawling and Fish Supply Company (Limited) and the "Countess" Trawling Company (Limited) shall continue to operate for a further period commencing on the 1st day of June, 1913, and ending on the 1st day of September, 1914.

## SCHEDULE.

*Hours of Labour.*

1. 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.

*Classification.*

2. The steam trawlers "Nora Niven" and "Countess" shall be classed first-class trawlers, and on these trawlers the crews shall be found by the employers, and a cook shall be carried.

*Wages.*

3. The minimum rates of wages for workers employed on these trawlers shall be as follow:—

(a.) Master, £13 per calendar month; mate, £10 per calendar month; engineer, £18 per calendar month; first deck hand, £9 per calendar month; second and third deck hands, £8 per calendar month; firemen (two), £11 each per calendar month; boy, £1 10s. per week; cook, £11 10s. per calendar month.

(b.) Master and mate shall receive fish-money at the rate of 3d. per hundredweight in addition to the above-mentioned wages. The first, second, and third deck hands shall receive fish-money at the rate of 2d. per hundredweight in addition to above-mentioned wages.

#### *Holidays.*

4. (a.) The following shall be the holidays: New Year's Day, Good Friday, Easter Monday, Sovereign's Birthday, Boxing Day, Labour Day, second day of Hawke's Bay Agricultural (October) Show, Christmas Day, and Sundays.

(b.) All work done on Christmas Day, Good Friday, or Sundays shall be paid for at the rate of double time. Work done on any other of the holidays hereinbefore mentioned shall be paid for at the rate of time and a half.

(c.) Provided that in case of necessity another day may be given in lieu of any of the above holidays without payment of holiday rates.

(d.) Holiday rates shall only be paid for Sundays in cases where the full week's work as provided in clause 1 hereof has already been worked. This subclause shall not apply to firemen working refrigerators on Sundays.

#### *Overtime.*

5. All time worked in excess of the hours prescribed by clause 1 hereof, unless caused by breakdown of machinery or unusual conditions of weather, shall be overtime, and shall be paid for at the rate of time and a quarter.

#### *General Provisions.*

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

#### *Preference.*

7. 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.

#### *No Discrimination.*

8. 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.

*Engagement of Crews or Portion.*

9. The employer when engaging crews or portion thereof shall, if possible, make application to the secretary of the union to supply his needs.

*Scope of Agreement.*

10. This agreement shall apply only to trawlers running out from the port of Napier.

*Term of Agreement.*

11. This agreement shall come into force on the 1st day of June, 1913, and shall continue in force until the 1st day of September, 1914, inclusive.

## MEMORANDUM.

In deciding that the parties shall renew their existing agreement the decision is based upon the facts placed before me, and after giving it careful consideration I am forced to the conclusion that it would be extremely unwise to interfere with the present working arrangements. The applicant party sought, *inter alia*, to obtain an increased rate of pay to initiate a scheme by which deck hands should work watch and watch at regular intervals, and to prevent as far as possible the working on trawlers on Sundays. The evidence of the witnesses for the union, who were ex-employees of the respondent companies, however, certainly did not warrant any change in the method of working the ships, the whole weight of the evidence being against the proposal to establish seagoing watches for deck hands on trawlers.

As to working on Sundays, whilst it is possible under the existing agreement to work on this particular day, no evidence was adduced to show that, except on rare occasions—and then only when an absolute necessity arose—the clause in the original agreement was abused to any extent.

Coming to the claim for increased rates of wages, I have compared the detailed statements put in as evidence by the employees with the rates provided for ordinary coastal vessels, and find them considerably in excess of the latter rates; and, while the question of profit and loss may not be regarded as a factor in fixing wages, I am satisfied from the documentary evidence placed before me that any appreciable increase on the wages now in vogue would in all probability mean the closing-down of a large portion of the industry. I am therefore of opinion that, considering the present state of the industry, it would be unwise to interfere with the existing arrangements.

PAT. HALLY,  
Commissioner of Conciliation.

Wellington, 2nd June, 1913.