

(4044.) HAWKE'S BAY FISHERMEN.—RULING BY COMMISSIONER OF CONCILIATION *RE* CONDITIONS OF EMPLOYMENT ON STEAM-TRAWLER "WAIWERA."

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 of Arbitration made in respect of the above-mentioned 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-trawler "Waiwera" and the union of employees not being able to agree upon the following matters I have to decide, after hearing the statements of the parties by their representatives, as follows:—

*Application of Ruling.*

1. The following rates, methods of payments, and conditions of work shall apply to men employed on the steam-trawler "Waiwera."

*Wages and Shares.*

2. The trawler to be worked on five shares, after deducting expenses mentioned in clause 10 hereunder. The employer to receive two fifth shares, captain to receive one fifth share, engineer to receive one fifth share, deck hand to receive one fifth share. Basis under clause 11 hereunder mentioned.

*Hours of Work.*

3. The hours of work shall be regulated by the employer, but the week's work shall, unless otherwise provided, terminate by 5 p.m. on Friday in each week.

*Payment for Slip Work.*

4. When trawler is on slip for repairs the following rates shall be paid by the employer—Captain, £2 12s. 6d. per week; engineer, £2 12s. 6d. per week; deck hand, £2 10s. per week.

*Payment of Wages.*

5. Wages shall be paid weekly on each Friday, and between the hours of 4 o'clock and 5 o'clock in the afternoon.

This clause shall apply to Saturday when Sunday is substituted for Saturday.

*Statement of Wages and Expenses.*

6. 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; also, a statement showing the expenses incurred under clause 10 hereof shall be supplied at the same time and for a similar purpose.

*Repairs to Nets.*

7. Ordinary repairs to trawling-nets shall be undertaken and performed by the crew of the vessel.

*General Provisions.*

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

*Classification.*

9. The steam-trawler "Waiwera" shall be classed as fourth-class trawler, and shall carry a crew of not less than three hands. (In this clause the word "crew" shall include the captain and engineer.)

*Trawler Expenses.*

10. Items to be charged on catch: Coal, water, oil, ice, and 5 per cent. commission.

*Rates per Pound.*

11. Flat fish, 3½d. per pound; round fish, 1½d. per pound. The above prices to remain in operation till 25th July, 1915. Prices thereafter to be same as employer receives.

*Holidays.*

12. 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 hand, 2s. per hour. All other holidays: Captain and engineer, 1s. 9d. per hour each; deck hand, 1s. 6d. per hour (in addition or extra to clause 2 hereof).

*Power to substitute Sunday for Saturday.*

13. On application of the employer, at the request of the crew, permission may be given by the secretary of the Hawke's Bay Fishermen's Union to substitute Sunday in lieu of Saturday as the holiday or day off. (All work done on the Sunday, when substituted for Saturday, shall be paid according to the rates for Saturday in clause 12 hereinbefore mentioned, and 5 p.m. Saturday shall be deemed to be the end of the week when Sunday is substituted for Saturday.)

*Preference.*

14. (a.) It shall be the duty of the employer when engaging a worker to ascertain whether he is a member of the union, and if he is not a member of such union the employer shall notify the secretary of the union accordingly within seven days of the time of engaging such worker.

(b.) It shall be the duty of every non-unionist engaged as aforesaid to join the union within seven days after receiving from the secretary of the union a request in writing to do so, and to remain a member thereof.

(c.) The union shall notify the employer when a worker becomes an unfinancial member, and the employer shall, after receiving notice that an employee has become unfinancial, at the expiration of one calendar month from date of such notice, dismiss such worker unless the worker shall pay his arrears of subscriptions or satisfy the union regarding such arrears.

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

*No Discrimination.*

15. 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.*

16. Workers' Compensation 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 employees working under this agreement.

*Term of Agreement.*

17. This agreement shall come into operation as from the 1st day of March, 1915, and shall continue in force until the 1st day of March, 1916.

Dated at Wellington this 18th day of March, 1915.

P. HALLY,  
Conciliation Commissioner.

Filed 26th March, 1915.

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