

(4058.) HAWKE'S BAY FISHERMEN.—AGREEMENT *RE* STEAM-TRAWLER "BEATRICE."

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 23rd day of April, 1915, between Vincent Montaperto and Domenico Cincotta, Port Ahuriri (hereinafter termed "the employers"), and the Hawke's Bay Fishermen's Industrial Union of Workers (hereinafter termed "the union"), whereby it is mutually agreed by and between the employers and the union as follows:—

Application of Agreement.

1. 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 "Beatrice."

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 to—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,

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

Repairs to Net.

7. Ordinary repairs to trawling-net 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 "Beatrice" shall be classed as a fifth-class trawler, and shall carry a crew of not less than three hands, except by permission of the secretary of the Hawke's Bay Fishermen's Union, when he may allow this trawler to work with two hands of a crew receiving one and a half shares each. (In this clause the word "crew" shall include the captain and engineer.)

Trawler Expenses.

10. Items to be charged on catch: Coal, water, oil, and ice.

Rates per Pound.

11. Flat fish, 3 $\frac{3}{4}$ d. per pound; round fish, 1 $\frac{1}{2}$ d. per pound; gurnet, 1d. per pound. The above prices to remain in operation till the 1st October, 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; also clause 4, if employed.)

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 sub-

stituted 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.

No Discrimination.

14. 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.

Preference.

15. (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.

Workers' Compensation for Accidents.

16. Workers' Compensation Act, 1908, and its amendments: The employers undertake 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 23rd day of April, 1915, and shall continue in force until the 22nd day of April, 1916.

Dated at Port Ahuriri, Napier, this 23rd day of April, 1915.

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—

[SEAL.]

W. N. MCKINSTRY, President,
DENNIS MCCARTHY, JUN., Secretary,

were hereunto subscribed in the presence of—C. Crawford.

Signed on behalf of the employers—

DOMENICO CINCOTTA,
VINCENT MONTAPERTO.

The signatures of V. Montaperto and D. Cincotta were attached in the presence of—C. Crawford.

Filed with the Clerk of Awards, 4th May, 1915.
