

(4308.) 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 the Dunedin Trawlers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Robertson, W. G., Richardson Street, Dunedin.

The Uneeda Trawling Company (Limited), 31 Arcade, Dunedin.

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, 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 as from the 3rd day of March, 1916, and shall continue in force until the 3rd day of March, 1917, and thereafter as provided by subsection (1) (d) of section 90 of the Industrial Conciliation and Arbitration Act, 1908.

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 26th day of May, 1916.

T. W. STRINGER, Judge.

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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 except Fridays, when the hours shall not exceed ten hours between 6 a.m. and 4 p.m., without payment of overtime. When more than twelve hours have been worked in any one day, or ten hours on Friday, 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 17s. 6d. 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 17s. 6d. per week and found.

(c.) Fireman, deck hand, and cook: Fireman shall be paid not less than £2 12s. 6d. per week and found; deck hand shall be paid not less than £2 7s. 6d. per week and found; cook shall be paid not less than £2 7s. 6d. 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 worker in each ship to pay each worker 10s. per week and supply some fish free of cost

at the discretion of the captain, 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.) Employer 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. on 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 ten hours on Friday, or beyond seventy hours in any one week, overtime shall be paid at the rate of time and a half.

#### *Preference.*

5. (a.) If any employer shall hereafter engage any worker coming within the scope of this award who shall not be a member of the union, and who shall not become a member thereof within fourteen days after his engagement and remain such member, 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 equally qualified 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 only if and so long as the rules of the union shall permit any worker coming within the scope of this award of good character and sober habits 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: Provided that any man dismissed within twenty-four hours of any of the holidays stipulated in clause 3 hereof shall be paid for such holiday.

*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 as from the 3rd day of March, 1916, and shall continue in force until the 3rd day of March, 1917.

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 26th day of May, 1916.

T. W. STRINGER, Judge.

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MEMORANDUM.

This award embodies without alteration the recommendation of the Council of Conciliation, which the parties agreed to accept.

T. W. STRINGER, Judge.

NOTE.—Section 90, subsection (1) (d), of the Industrial Conciliation and Arbitration Act, 1908, provides that, notwithstanding the expiration of the currency of the award, the award shall continue in force until a new award has been duly made or an industrial agreement entered into, except where the registration of an industrial union of workers bound by such award has been cancelled.