

(5309.) NAPIER FISHERMEN AND FISH-SHED EMPLOYEES.—  
DECISION OF ARBITRATORS *RE* CONDITIONS OF EMPLOYMENT  
ON THE STEAM TRAWLERS “WEKA” AND “NORA NIVEN.”

In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the New Zealand Trawling and Fish-supply Company (Limited), Napier (hereinafter termed “the employers”), and the Hawke’s Bay Fishermen’s and Fish-shed Employees’ Industrial Union of Workers (hereinafter called “the union”); and in the matter of an award of the Court of Arbitration (Book of Awards, Vol. xvii, p. 169, clause 1), in which it is provided, *inter alia*, subject to the legislative provisions on the subject, that “The hours of work, wages, preference, and other conditions of work of all workers employed in the trawling and fish industry shall be fixed by agreement between each employer and the union: Provided that, should the parties be unable to agree, the Conciliation Commissioner of the district as chairman, and two assessors appointed by the Commissioner under the said Act—one assessor to represent the employers and one to represent the union—shall be called upon to act as arbitrators, and their decision shall be final.”

THE parties not having been able to agree, the provisions of the above clause have been carried out and arbitrators appointed.

After hearing the parties by their representatives I have to decide as follows :—

SCHEDULE.

*Application of Conditions.*

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

*Hours of Labour.*

2. Subject to the provisions hereinafter contained the week's work shall not exceed sixty-six hours.

*Classification.*

3. The steam trawler "Weka" shall be classed as a first-class trawler (B), and on this trawler the crew shall be found by the employers, and a cook shall be carried.

*Wages.*

4. (a.) The minimum rate of wages to men employed on this trawler shall be as follows: Master, £20 per calendar month; mate, £16 per calendar month; engineer, £5 per week; cook, £12 per calendar month; fireman, £16 per calendar month; deck hands (two), £14 per calendar month.

(b.) Each of the above crew to receive an addition of 1d. per 100 lb. of fish caught to their wages (the master, engineer, and cook exclusive).

*Holidays.*

5. (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 the 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 (in addition or extra to clause 4 (a) and (b) hereof).

*Overtime.*

6. All time worked in excess of the hours prescribed by clause 2 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 half.

*General Provisions.*

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

*Preference.*

8. Preference shall be given to members of the union.

*No Discrimination.*

9. 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.*

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

*Catch.*

11. The whole of the catch shall be deemed to be the sole property of the owner, each member of the crew to be allowed a certain quantity of fish each week as fixed by the Disputes Committee.

*Disputes Committee.*

12. A Disputes Committee shall be appointed to deal with any dispute arising under these conditions, the committee to consist of not more than three representatives from each side. In the event of no agreement being reached the matter shall be referred to the Conciliation Commissioner, whose decision shall be final.

*Scope.*

13. This agreement shall only apply to the above-named trawler running in or out from the Port of Napier.

*Term.*

14. These conditions shall come into operation as from the 1st July, 1919, and shall continue in force until the 30th day of June, 1921.

15. With regard to the trawler "Nora Niven," which is not at present working from the Port of Napier, the New Zealand Trawling and Fish-supply Company (Limited) hereby agree to give one month's notice to the Hawke's Bay Fishermen's and Fish-shed Employees' Industrial Union of Workers of their intention to resume work from the Napier port.

Dated at Wellington, this 28th day of June, 1919.

W. NEWTON,  
Conciliation Commissioner, Chairman.