

(7413.) HAWKE'S BAY FISHERMEN.—AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1908, and its amendments, and an award of the Court of Arbitration dated the 12th day of April, 1916 (Book of Awards, Vol. xvii, p. 169), this 5th day of December, 1922, between Norman Maclean, owner of the steam trawler "Beatrice" (hereinafter called "the employer"), of Port Ahuriri, and the Hawke's Bay Fishermen's and Fish-shed Employees Industrial Union of Workers (hereinafter called "the union"), whereby it is mutually agreed by and between the parties hereto as follows:—

SCHEDULE.

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

*Wages and Shares.*

2. The vessel shall be worked on five shares, after deducting expenses mentioned in clause 10 hereunder. The employer to receive two fifth shares, the captain to receive one fifth share, engineer to receive one fifth share, and deck hand to receive one fifth share when the vessel is worked with three hands. When worked with two hands each of the crew shall receive one and a half shares. Basis as under clause 11 hereunder, with a minimum payment to employees of £4 each week.

*Hours of Work.*

3. Being a share-system trawler, the hours of work shall be regulated between the owner and the crew, but a day's work shall finish at 5 p.m. unless otherwise provided for. During the months of October, November, December, January, February, and March, Saturday shall be the holiday; and during the months of April, May, June, July, August, and September, Sunday shall be the holiday; but there shall be nothing to stop the owner from observing Sunday as the holiday for the whole of the year if he desires to do so.

*Payment for Slip-work.*

4. When the trawler is laid up on the slip for repairs, &c., the following rates shall be paid by the employer: Captain, £4 10s. per week; deck hand, £4 per week; engineer, £4 10s. per week. The hours of work shall be from 8 a.m. until 5 p.m. exclusive of meal-hours, and from 8 a.m. until 12 noon on Saturday. Should any of the crew be called upon to work after or before the hours herein mentioned, they shall each be paid at the rate of 2s. 6d. per hour overtime.

*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.

*Statement of Wages and Expenses.*

6. Statements showing the amount 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 the same purpose.

*Repairs to Nets.*

7. Ordinary repairs to trawling-nets shall be undertaken and performed by the crew of the vessel. No new net work to be performed aboard.

*General Provisions.*

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

(b.) Should any owner require his boat to stay out fishing two days and one night, he shall give the crew as near as possible twelve hours' notice to this effect, so as to make the necessary arrangements for food, &c.

(c.) No deduction shall be made from the wages herein fixed save for time lost through the wilful neglect or default of the worker.

(d.) When in port owing to stress of weather or any other cause only eight hours shall be worked, exclusive of meal-hours.

(e.) Any worker at present in the employ of the employer receiving a higher rate of wages than herein specified shall not have his wages reduced without receiving one week's notice to this effect.

(f.) Should any employee be dismissed within twenty-four hours of any of the holidays in clause 12 hereof, he shall be paid for such holidays.

#### *Classification.*

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

(b.) In the event of continuous heavy catches, and the request by the crew for an extra man being refused by the owners, the matter shall be referred to the disputes committee for settlement.

#### *Trawler's Expenses.*

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

#### *Rates per Pound.*

11. Prices to be the same as the employer receives.

#### *Holidays.*

12. The following shall be the holidays: New Year's Day, Water-side Workers' Picnic Day, Easter Monday, Anzac Day, Sovereign's Birthday, second day of the Hawke's Bay Agricultural October Show, Labour Day, Good Friday, Christmas Day, and Boxing Day. All work done on Christmas Day, Good Friday, or on Saturday or Sunday as stated in clause 3 to be paid at the following rates: Captains and engineers, 2s. 6d. per hour each; deck hands, 2s. per hour each. All other holidays: Captain and engineer, 1s. 9d. per hour each; deck hands, 1s. 6d. per hour each; in addition to clause 2 hereof.

#### *Preference.*

13. Preference of employment shall be given to members of the union, and employers before engaging workers shall make application to the secretary of the union for any worker available.

If an employer shall hereafter engage any worker coming within the scope of this award who is not a member of the union, and who shall not become a member of the union within twenty-four hours after his engagement and remain such a member, the employer shall dismiss such worker from his service if requested to do so by the secretary of 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.

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 of 5s., or by clearance showing he has *bona fide* severed his membership from any other industrial union, dated not less than three calendar months previous, as set down by the Industrial Conciliation and Arbitration Act, 1908. Such worker will be admitted without ballot or other election, by written or verbal application to the secretary; he shall pay subsequent contributions not exceeding the contributions fixed by the union rules.

The Hawke's Bay Fishermen's and Fish-shed Employees' Industrial Union of Workers undertakes that the entrance fee and contributions at present allowed will not be increased during the currency of this agreement: Provided further that, should a member desire to resign from the union, all fees up to the date of the notice of his resignation from the union, plus three calendar months' notice, as set down by the Industrial Conciliation and Arbitration Act, 1908, will be kept and the balance of his yearly contributions returned to him.

Whenever an employer shall engage a worker who is not a member of the union, he shall, within twenty-four hours thereafter, give notice in writing of such employment to the secretary of the union.

*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.

*Wages and Overtime Book.*

15. A wages and overtime book shall be kept in accordance with the requirements of the Industrial Conciliation and Arbitration Act.

*Award.*

16. A copy of the award and any subsequent agreement shall be placed in a conspicuous place on the trawler as prescribed by the Industrial Conciliation and Arbitration Act.

*Scope of Agreement.*

17. This agreement shall apply to the trawlers embodied therein while working out of any port in Hawke's Bay or Poverty Bay.

*Workers' Compensation for Accidents Act.*

18. Workers' Compensation Act of 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 employers working under this agreement.

*Matters not provided for.*

19. Any dispute in connection with any matter not provided for in this agreement shall be settled by the employer concerned and the Disputes Committee of the union. In default of any agreement being arrived at then such dispute shall be referred to the local Inspector of Awards, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Inspector, may appeal to the Court upon giving notice of such appeal to the other party within seven days after which decision shall have been communicated to the party desiring to appeal.

*Term of Agreement.*

20. These conditions shall come into force on the 8th day of September, 1922, and remain in force until the 8th day of September, 1923.

Signed on behalf of the said Norman MacLean, owner of the steam trawler "Beatrice"—NORMAN MACLEAN, employer, in the presence of—James H. Coddington, Inspector of Factories, Labour Department, Napier.

Signed on behalf of the Hawke's Bay Fishermen's and Fish-shed Employees' Industrial Union of Workers—FRANK HARRIS, President; TIMOTHY MCCARTHY, Secretary, in the presence of—James H. Coddington, Inspector of Factories, Labour Department, Napier.

[SEAL.]

NOTE.—Section 25, subsection (4), of the Industrial Conciliation and Arbitration Act, 1908, provides that, notwithstanding the expiry of the term of the industrial agreement, it shall continue in force until superseded by another industrial agreement or by an award of the Court of Arbitration, except where the registration of an industrial union of workers bound by such agreement has been cancelled.