

(7414.) 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 Vincent Montaperto, owner of the steam trawler "Mahuta" (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.

Wages and Commission.

1. Each member of the crew shall be paid a minimum wage of £4 per week, and in addition to the above wage each member of the crew shall be paid a bonus of 10s. for every hundred bundles of fish caught in excess of 400 bundles each week.

Hours of Work.

2. The hours of work in the summer months of October, November, December, January, February, and March shall be from 5 a.m. until 5 p.m. on Sunday, Monday, Tuesday, Wednesday, Thursday, and Friday; Saturday shall be the holiday. Winter months—April, May, June, July, August, and September—the hours of work shall be from 6 a.m. until 5 p.m. on Monday, Tuesday, Wednesday, Thursday, Friday, and Saturday; Sunday shall be the holiday.

Night-work.

3. Extra night-work: Should any of the crew be ordered to proceed to sea for the night, extra pay shall be made to each of the crew at the rate of 10s. for this particular work, in addition or extra to clause 1 hereof.

Slip-work.

4. When the trawler is laid up on the slip for repairs, &c., the following rates shall be paid while on work of this nature: Captain and engineer, £4 10s. each; deck hands and firemen, £4 each per week; from 8 a.m. to 5 p.m., and 8 a.m. to 12 noon on Saturdays.

General Provisions.

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

(b.) Should the owner require his trawler to stay out fishing two days and one night, he shall notify the crew to this effect as near as possible twelve hours beforehand.

(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 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 11 hereof, he shall be paid for such holidays.

Basis of Commission.

6. The basis of commission shall be taken on the gross catch, and the weight of the bundles of fish shall be—flat fish, 4 lb. per bundle; round fish, 8 lb. per bundle; gurnet, 8 lb. per bundle. The whole of the catch shall be deemed the property of the owner. Each member of the crew shall be allowed such quantity of fish each week as fixed by the Disputes Committee.

Payment of Wages.

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

Statement.

8. A statement of wages for the information of the crew, 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.

Repairs to Nets.

9. Ordinary repairs to trawling-nets shall be undertaken and performed by the crew of the vessel, but no new net work to be performed aboard.

Classification.

10. The steam trawler "Mahuta" shall be classed as a third-class trawler, and shall carry a crew of not less than three hands. The word "crew" shall include the captain and engineer. In the event of continuous heavy catches and the request by the crew for any extra man being refused by the owner, the matter shall be referred to the Disputes Committee for settlement.

Holidays.

11. The following shall be the holidays: New Year's Day, Easter Monday, Waterside Workers' Picnic Day, Anzac Day, Sovereign's Birthday, the second day of the Hawke's Bay Agricultural October Show, Labour Day, Good Friday, Christmas Day, and Boxing Day.

All work done on Sunday and Saturday as stated in clause 2, also Christmas Day and Good Friday, to be paid at the following rates: Captain and engineer, 3s. per hour; deck hand and fireman, 2s. 6d. per hour each. All other holidays: Captain and engineer, 2s. 6d. per hour; deck hand and fireman, 2s. per hour each: in addition or extra to clause 1 hereof.

Overtime.

12. Should any of the crew be ordered to commence work before or after the hours herein prescribed, such worker shall be paid at the rate of 2s. 6d. per hour each, subject to clause 3.

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 any 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-hour 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 5s., or by clearance showing he has *bona fide* severed his membership from another industrial union, dated not less than three calendar months previous, as set down in 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, and shall pay subsequent contributions not exceeding the contributions fixed by the rules of the union.

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 and contributions up to the notice of his resignation from the union, plus the three calendar months' notice as set down in the Industrial Conciliation and Arbitration Act, 1908, will be kept and the balance of his contributions returned to him.

If 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.

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.

Delivery of Catches.

15. The owners shall take delivery of the catches at the trawler's side, and should any of the crew be called upon to cart the catch to the sheds in hand-carts, extra pay to be agreed upon between the owners and the members of the crew so engaged.

Time and Wages Book.

16. A wages and overtime book shall be kept by the owner of the trawler in accordance with the Industrial Conciliation and Arbitration Act.

Award.

17. This award to be placed in a conspicuous place in the trawler, accessible to the workers, as required by the Industrial Conciliation and Arbitration Act.

Scope of Award.

18. This award shall apply to the trawlers embodied if running out of any port in the Hawke's Bay District.

Workers Compensation for Accidents Act.

19. 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.

20. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the Disputes Committee of the union, and 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 matter or refer it to the Court. Either party, if dissatisfied with the decision if the Inspector, may appeal to the Court, upon giving notice of such appeal to the other party within seven days after such decision shall have been communicated to the party desiring to appeal.

Term of Award.

21. 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 Vincent Montaperto, owner of the steam trawler "Mahuta"—VINCENT MONTAPERTO, in the presence of—James H. Coddington, Inspector of Factories, Department of Labour, 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, Department of Labour, 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.