

(7620.) HAWKE'S BAY FISHERMEN—AWARD *re* STEAM TRAWLER
"PANIA."

IN the Court of Arbitration of New Zealand, Wellington 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 Hawke's Bay Fishermen's and Fish-shed Employees' Industrial Union of Workers (hereinafter called "the union") and Hans Anderson, owner of s.t. "Pania," Napier.

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, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, 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 a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect from the 8th day of October, 1923, and shall continue in force until the 8th day of October, 1925, 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 affixed, and the Judge of the Court hath hereunto set his hand this 5th day of October, 1923.

[L.S.]

F. V. FRAZER, Judge.

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SCHEDULE.

Wages and Commission.

1. Each member of the crew shall be paid a minimum wage of £4 per week each, and in addition to the above wage each member of the crew shall be paid a bonus of 10s. for every 100 bundles of fish caught each week in excess of 400 bundles, computed at 1½d. per bundle.

Hours of Work.

2. (a.) 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.

(b.) The hours of work in the winter months of April, May, June, July, August, and September shall be from 6 a.m. until 5 p.m. on Monday, Tuesday, Wednesday, Thursday, Friday, and Saturday. Sunday shall be the holiday. Nothing in this clause shall be deemed to preclude the employer from observing Sunday as the holiday during any or all of the summer months if he wishes to do so.

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 the crew at the rate of 10s. per night each for this particular work, in addition to the wages specified in clause 1 hereof.

Slip-work.

4. Payment for slip-work: 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 per week; deck hands, £4 per week each. The hours of work while on the slip shall be from 8 a.m. to 5 p.m., exclusive of meal-hour, from Monday to Friday, and from 8 a.m. to 12 noon on Saturday.

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 as nearly as possible twelve hours beforehand.

(c.) No deduction shall be made from 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 ordinary time shall be worked, exclusive of meal-hours.

(e.) Should any worker be dismissed within twenty-four hours of any of the holidays in clause 13 hereof he shall be paid for such holidays, unless dismissed for misconduct.

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 sole property of the owner, but each member of the crew shall be entitled to such quantity of fish each week as may be 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. Statements showing the amount due to each man for wages and bonus, and the quantities of the catch, shall be given to the captain in charge of the trawler, for the information of the crew, when wages are being paid.

Steam.

9. Steam shall be obtained under the same conditions as it is at present.

Repairs to Nets.

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

Classification.

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

Overtime.

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

Holidays.

13. The following shall be the holidays: New Year's Day, Waterside 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 these days, or on Saturday or Sunday (when the weekly holiday) as stated in clause 2, shall be paid at the following rates: Captain and engineer, 3s. per hour each; deck hands, 2s. 6d. per hour each—in addition to the rates specified in clause 1 hereof.

Preference.

14. Preference of employment shall be given to members of the union. If an employer shall 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 seven days after his engagement and remain such 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 this clause shall operate if and so long as the rules of the union shall permit any worker 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 or verbal application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week. Whenever an employer shall engage a worker who is not a member of the union he shall within seven days thereafter give notice in writing to the secretary of the union.

No Discrimination.

15. 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 directly or indirectly.

Ambulance.

16. A St. John (or similar) compressed first-aid kit shall be kept in a convenient and accessible place on board the trawler.

Wages and Overtime Book.

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

Award.

18. A copy of this award shall be placed in a conspicuous place in the "Pania," accessible to workers.

Workers' Compensation Act.

19. Workers' Compensation Act and its amendments: The employer shall arrange that, in future, policies of insurance under this heading shall have a clause inserted that will cover risk incurred by the employee working under this award.

Matters not provided for.

20. Any dispute connected 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 the dispute shall be referred to the local Inspector of Awards, who may either decide the same or refer the matter to the Conciliation Commissioner for settlement. Either party, if dissatisfied with the decision of the Inspector, may appeal to the Conciliation Commissioner 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.

Scope of Award.

21. This award shall apply to the steam trawler "Pania" while working out of any port in the Hawke's Bay District.

Term of Award.

22. This award shall come into force on the 8th day of October, 1923, and shall continue in force until the 8th day of October, 1925.

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 5th day of October, 1923.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

The only matter referred to the Court was the question of the weekly day off during the winter months. In other awards and agreements governing trawling conditions in force in the district Sunday is fixed as the day off, and the weight of evidence leads us to the conclusion that during the winter months fish keep well, if properly handled, even when sent to a distance. We have therefore decided to place the crew of the "Pania" on the same footing as the employees of other trawling concerns.

[L.S.]

F. V. FRAZER, Judge.