

(7444.) HAWKE'S BAY FISHERMEN.—INDUSTRIAL AGREEMENT
RE TRAWLERS "PHANTOM" AND "PILOT."

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 1st day of February, 1923, between Vincenzo Picone, owner of the steam trawlers "Phantom" and "Pilot" (hereinafter called "the employer"), and the Hawke's

Bay Fishermen's and Fish-shed Employees' Industrial Union of Workers (hereinafter called "the union"), whereby it is 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:

Provided that the "Phantom" shall continue to observe Sunday as the holiday throughout the year as at present, and there shall be nothing in this agreement to prohibit the owner from so doing in respect of this vessel or any other vessel.

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 or extra to clause 1 hereof.

Slip-work.

4. Payment for slip-work: When a trawler is laid up on the slip for repairs, &c., the following rates shall be paid while on work of this nature: Captain, £4 10s.; engineer, £4 10s.; deck hand and fireman, £4 per week each. The hours while on slip-work shall be from 8 a.m. to 5 p.m. on Monday to Friday, and from 8 a.m. to 12 o'clock 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 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.) Should any trawler be unable to go trawling owing to rough seas, eight hours shall constitute a day's work alongside of the wharf, exclusive of meal-hours.

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 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. Statement of wages for the information of the crew: Statements showing the amounts 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.

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 trawlers "Phantom" and "Pilot" shall be classed as second-class trawlers and shall carry a crew of not less than four hands. The word "crew" shall include the 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.

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 Saturday and Sunday as stated in clause 2 hereof to be paid for 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.

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

Preference.

14. 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 agreement 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 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 agreement 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 any other industrial union dated not more 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 date of the notice of his resignation from the union, plus the three calendar months' notice as prescribed by the Industrial Conciliation and Arbitration Act, 1908, will be kept and the balance of his 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.

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 either directly or indirectly.

Delivery of Catches.

16. All owners shall take delivery of the catches at the trawler's side wherever possible.

Special provisions.

17. 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 that effect.

Should any worker be dismissed within twenty-four hours of any of the holidays in clause 12 hereof he shall be paid for such holiday.

Wages and Time Book.

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

Award.

19. This award shall be placed in a conspicuous place in the trawlers embodied herein accessible to the workers.

Scope of Award.

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

Workers' Compensation Act.

21. 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.

22. Any dispute in connection with any matter not provided for in this agreement 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 same or refer the matter to the Court. Either side, 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 such decision shall have been communicated to the party desiring to appeal.

Term of Agreement.

23. These conditions shall operate from the 8th day of September, 1922, and shall remain in force until the 8th day of September, 1923.

Signed by the said Vincenzo Picone—VINCENZO PICONE—in the presence of—James H. Coddington, Inspector of Factories, Napier.

[SEAL.]

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—Walter Eastick, Trawler Captain, Napier South.

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.