

(11378.) WELLINGTON **TRAWLER EMPLOYEES.**—AWARD.

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the Federated Seamen's Union of New Zealand Industrial Association of Workers (hereinafter called "the union") and the undermentioned company (hereinafter called "the Employers") :—

New Zealand Fisheries, Ltd., Wellington.

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 28th day of December, 1936, and shall continue in force until the 28th day of December, 1937, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

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 22nd day of December, 1936.

[L.S.]

E. PAGE, Judge.

SCHEDULE.

Wages.

1. Leading hand on deck (Mate): £5 per week, plus bonus of 1d. per basket marketable fish.

Deck hands: £4 10s. per week, plus bonus of 1d. per basket marketable fish.

Firemen: £5 7s. 6d. per week.

Payment of Wages.

2. Wages shall be paid weekly or at such times as may be arranged between the employer and the union.

Meals and Sleeping-accommodation.

3. Meals and/or sleeping-accommodation shall be provided by the employer, except that meals and/or sleeping-accommodation shall not be provided during the "time off" and/or when no work is done on a public holiday.

Meals.

4. The meal-time allowed in port shall be: For breakfast, any one hour between 7 a.m. and 9 a.m.; for dinner, any one hour between 12 noon and 2 p.m.; for tea (if working overtime), any one hour between 5 p.m. and 7 p.m.

A man shall not be under any obligation to curtail any meal-time even on the terms of payment for overtime.

An employer shall not be under obligation to supply tea, &c., to employees between meals.

Utensils and Bedding.

5. Workers shall be provided with all necessary utensils, to be of a material other than tinware.

Workers shall also be provided with bedding, consisting of a mattress, pillow, and covers, together with one pair of blankets. The mattress shall be of flax or other fibre, but not of straw or tow.

The employer may on the termination of the employment of the worker deduct the full cost of such utensils, bedding, and blankets not returned from any moneys due to such worker.

Shipwrecked Seamen.

6. If a trawler is wrecked, the seamen, when not working by the vessel, shall be returned by the first available vessel to the port where they joined the ship, and the cost of their maintenance, in addition to their wages, shall be paid by the employer until the date on which they should in due course arrive at such port.

Discharging Ashes.

7. Ashes to be discharged both at sea and in port by firemen, for which shall be paid 5s. per man weekly.

Holidays in Port.

8. (a) The men shall be entitled to the following holidays in port: New Year's Day, Good Friday, Easter Monday, Sovereign's Birthday, Labour Day, Christmas Day, Boxing Day, Anniversary Day, and Seamen's Union Day, the last-named to be observed on the day of the New Zealand Waterside Workers' annual picnic.

(b) In cases in which a trawler is in port on the day on which the waterside workers of that port actually hold their annual picnic, the men shall be allowed the day off as Seamen's Union Day.

Holidays at Sea.

9. (a) If a trawler arrives in port from sea later than 8 a.m. on any of the above-mentioned holidays, each man shall be entitled to a day off on shore in lieu thereof within one month thereafter, or an extra day's sea-pay.

(b) Should a trawler leave port on any of the above-mentioned holidays each seaman shall be entitled to an extra day's sea-pay.

(c) Work done on the above-mentioned holidays in port shall be paid for at overtime rates.

Continuous-service Holiday.

10. (a) On completion of continuous service of not more than twelve months and not less than three months the workers shall be entitled to holidays on full pay calculated at the rate of fourteen days per annum.

Where owing to a trawler being laid up the continuity of the service is broken, the time served prior to the lay-up shall be reckoned as continuous with the service after the trawler recommissions.

(b) Where members of the executive council of the union come ashore from their ships to attend a meeting of the council the time absent from the ship shall be treated as continuous service for the purpose of this clause.

(c) When a man transfers from one trawler to another the service shall be deemed continuous for the purpose of the holiday under this clause where the trawlers are owned by the same employer.

(d) The holiday shall commence at the port where the man first joined the trawler, and shall not commence on a Sunday or on a statute holiday.

(e) Where a man works by his ship under overhaul the time of overhaul shall count as continuous service for the purpose of this clause, but should he not work by the ship the service up to the date of the overhaul commencing shall be counted as continuous service after the overhaul if he rejoins the ship when commissioned.

Hours of Labour in Port and at Sea.

11. (a) Hours of labour in port:—

(i) The hours of labour in port for deck, engine-room, and stokehold hands shall be eight per day, to be worked between the hours of 7 a.m. and 5 p.m. There shall be no hours of labour in port on holidays named in this award or on Sundays unless paid for at the overtime rates as provided in this award.

- (ii) Arriving in port: When a trawler arrives in port the time on duty at sea that day is to be counted in the hours of labour in port for that day.
- (b) Hours of labour at sea:—
- (i) The hours of labour at sea for engine-room and stokehold hands shall be not more than eight in a day. Time worked in port shall be included.
- (ii) When at sea the engine-room and stokehold hands shall be worked by watch and watch of three watches, which shall be kept on duty successively, and while on watch they shall perform any work required of them in the engine-room, stokehold, or bunkers, except as may otherwise be provided in this award.
- (iii) When at sea men on watch in the engine-room or stokehold department shall not be called upon to do such work as scouring, polishing bright work, painting, or washing paint, when the main engines are working.

Overtime.

12. (a) For all labour over the hours of labour overtime shall be paid at the rate of 2s. 9d. per hour, except as otherwise provided in this award. The minimum payment for overtime shall be half an hour. The time shall count from when the man is called on duty until he is released from attendance, inclusive of any time standing-by..

(b) Where a man is employed working inside boilers or furnaces he shall be paid 1s. per hour extra payment, ordinary and overtime for such work, the minimum payment to be one hour. If such work is performed on a Sunday or holiday he shall be paid the same rates as those paid under the Boilermakers' award for similar work.

(c) Where a man is employed at coaling ship in his hours of labour he shall be paid an extra sum of 1s. 6d. per hour, and if employed outside his hours of labour, 5s. per hour overtime.

Fumigation and Cleaning.

13. The living quarters of the men shall be thoroughly fumigated and cleaned once in each six months and painted once in each year while in port, and time shall be allowed daily for the washing of quarters, except on Sundays and the holidays mentioned in the award.

Notice to Leave.

14. The employment of any man may be terminated at Wellington on either side by giving not less than twenty-four hours' notice, the notice to be given by either side not less than twenty-four hours before the trawler is timed to leave port.

Incapable of performing Duty.

15. If a man is incapable of performing his duty through intoxication the Master may dismiss him instantly if in port, or if at sea, on arrival at the port where he joined the vessel.

Free Passage.

16. Where a man is discharged by notice of the Master at a port other than the port where he first joined the trawler, he shall be entitled to a free passage from the employer to his port of shipment, and his wages shall continue until the time at which he should in due course arrive at such port.

Stop-work Meeting.

17. If deemed necessary by the union executive, a stop-work meeting of the members of the union shall be allowed once in each month at the port, and such meeting shall be held between the hours of 8 a.m. and 10.30 a.m. The meeting shall not prevent the departure of a trawler timed to leave within these hours. Should, however, the Master require the crew to discharge the cargo of fish, then such cargo shall be discharged prior to leave being granted.

Galley Bunkers.

18. The galley bunkers shall be filled by engine-room and stokehold hands during their watch or hours of labour.

Bunker Coal.

19. Bunker coal shall be stowed in the space in the trawler commonly used for the stowage of bunker coal, and not on the stokehold plates, which shall be kept clear for men to work. No ashes shall be stowed in the fiddley.

Trimming Bunkers.

20. Where any man is employed at trimming bunkers in port on a Sunday or on a holiday named in this award he shall be paid overtime at the same rate as that fixed for similar work for waterside workers.

Preference.

21. Employers shall, in the engagement or subsequent employment of seamen, give preference to those members of the Federated Seamen's Union of New Zealand who have had previous experience in fishing-vessels and who are not more than one month in arrear with their subscriptions to the said union.

Should there not be sufficient numbers of such members available when required, then and in such case the employers may engage or employ other men conditionally that they shall become and remain members of the said union during the currency of their employment.

Definitions.

22. (a) "At sea" means the time from departure to arrival.

(b) "In port" means the time from arrival till departure.

(c) "Departure" means the time when the trawler is unmoored or anchor weighed to proceed to sea.

(d) "Arrival" means the time when the vessel is moored at the wharf at a main port.

(e) "A day" means from midnight to midnight.

(f) In this award reference to "man" or "men" means any financial member of the Federated Seamen's Union of New Zealand employed on vessels belonging to employers bound by this award.

Cleaning and Casing fish.

23. In the event of the employer requiring fish to be cleaned, gutted, and/or cased on board, the matter shall be subject to arrangement between the employer and the union.

Scope of Award.

24. This award shall apply to trawlers trading out of the Port of Wellington.

Term of Award.

25. This award shall come into force on the 28th day of December, 1936, and shall continue in force until the 28th day of December, 1937.

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 22nd day of December, 1936.

[L.S.]

E. PAGE, Judge.

MEMORANDUM.

The principal matters referred to the Court related to wages, hours, holidays, and definitions.

E. PAGE, Judge.