

NORTHERN INDUSTRIAL DISTRICT **FISHERMEN.**—AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the Auckland Federated Seamen's Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Adriatic Fishing Co., Simich's Buildings, Auckland.  
 Auckland Trawling Co., Ltd., Market Place, Auckland.  
 Auckland Fisheries, Ltd., Market Place, Auckland.  
 Auckland Seine Boat Association, Ltd., Halsey Street, Auckland.  
 Auckland Fishermen's Co., Ltd., Customs Street West, Auckland.  
 Arnold and Howarth, Kawhia.  
 Bray, A. W., Raglan.  
 Cole and Howarth, Kia Ora Fisheries, Market Place, Auckland.  
 Christopher, J. K., 30 Portland Road, Whangarei.  
 Costello, W. J., Rotorua.  
 Gisborne Fisheries, Ltd., Gisborne.  
 Kerby, H., Shortland, Thames.  
 Ludwig, Mrs. M., 23 Ponsonby Road, Auckland.  
 Mansfield, W., 2 Hackett Street, Ponsonby, Auckland.  
 Moore Fisheries, Ltd., Tauranga.  
 Marinovich, M., Pearl Fisheries, Market Place, Auckland.  
 Marinovich, G., Helensville.  
 Mortimore, M., Whangarei.  
 Payne, W. P., Whangamata.  
 Pioneering Trading Co., care of Sanford Ltd., Auckland.  
 Pook, E., Whakapirau, North Auckland.  
 Seagar, J. E., Auckland Fisheries, Market Place, Auckland.  
 Sanford Ltd., Jellicoe Street, Auckland.  
 Union Fish and Ice Co., Tauranga.  
 Waitemata Fisheries, Ltd., Market Place, Auckland.  
 Waihi Beach Fisheries, Waihi Beach.  
 Wallbank, E., 229 Queen Street, Onehunga.  
 Wright, W. C., Whakatane.

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 as hereinafter provided and shall continue in force until the 12th day of December, 1939, 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 12th day of December, 1938.

[L.S.]

P. J. O'REGAN, Judge.

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SCHEDULE.

*Classification of Boats.*

1. (a) Boats shall be classified as follows:—
  - (i) Large-class Danish seine boats—*i.e.*, boats carrying four or more hands.
  - (ii) Intermediate-class Danish seine boats—*i.e.*, boats carrying less than four hands and which trawl or tow their nets.
  - (iii) Small-class Danish seine boats—*i.e.*, boats carrying less than four hands and which operate from an anchor.
  - (iv) Line, set-net, and crayfish boats.
- (b) Disputes regarding classification may be referred to the Disputes Committee referred to in clause 7 hereof.

*Wages and Shares.*

2. The minimum amount to be paid to crews shall be as follows:—
  - (a) In vessels of the small class, three shares of one-fifth each.
  - (b) In vessels of the intermediate class, three shares of one-sixth each.

- (c) In vessels of the large class—  
 Skipper: Two eleventh shares.  
 Mate: Two thirteenth shares.  
 Engineer: Two thirteenth shares.  
 Fourth hand: For the first one hundred baskets,  
 1s. per basket; thereafter, 6d. per basket:  
 Provided that where flounder, hapuka, and/or  
 mixed fish constitute the whole or part of the  
 catch the number of baskets of such varieties shall  
 be estimated according to the ratio of their value  
 to the value per basket of snapper and terakihi.
- (d) In line, set-net, and crayfish boats the shares shall be  
 as agreed to between the union and the respective  
 owners.
- (e) The shares herein referred to shall be shares in the  
 return for the total catch after the expenses set out  
 in clause 5 hereof have been deducted, and shall be  
 based on prices fixed as provided in clause 4 hereof.
- (f) Payment to fourth hands shall be on the gross catch.

*Employment of Youths.*

3. Youths under nineteen years of age may be employed as  
 fourth hands. For the first year of service they shall be paid  
 £1 15s. per week; for the second year, £2 10s. per week; for  
 the third year, £3 10s. per week; and thereafter in accordance  
 with clause 2 hereof. Notwithstanding the foregoing, any worker  
 on reaching the age of twenty-one years shall be paid not less  
 than the minimum adult rate.

*Price Basis.*

4. The shares referred to in clause 2 hereof shall be estimated  
 on a price basis per pound marketable fish as agreed to between  
 the parties hereto.

*Expenses.*

5. (a) The expenses to be deducted from the gross value of  
 the catch shall be: Fuel and lubricating-oil, ice, food, wharfage,  
 and wages of fourth hand where carried. The amount to be  
 deducted for food shall not exceed 17s. 6d. per man per week.  
 Fuel oil shall include benzine and kerosene. No deduction shall  
 be made in respect of repairs and replacement of nets, but  
 crews shall perform such running repairs as are practicable  
 and customary.

(b) Premiums for insurance covering workers' compensation  
 liability shall be deducted from payments due to workers.

*Statement of Accounts.*

6. A statement of account showing the value of the catch and the amount of each item of expenses deducted shall be furnished each trip and shall be available to each member of the crew.

*Disputes Committee.*

7. If any dispute shall arise between the parties bound by this award, or any of them, as to any matter whatsoever arising out of or connected therewith and not specifically dealt with in this award, such dispute may be referred to a committee to be composed of three representatives of the union and three representatives of the employers for their decision. The decision of a majority of the committee shall be binding. If no decision is arrived at the matter may be referred to an independent arbitrator or to such other tribunal as the committee may decide, whose decision shall be final.

*Rejection of Fish.*

8. Fish shall not be rejected as unmarketable unless condemned by order of a competent authority.

*Painting and Fumigating.*

9. Living-quarters shall be painted once in each twelve months and fumigated if necessary once in each six months when in port.

*Termination of Employment.*

10. The employment of any worker may be terminated on either side at the home port by giving not less than twenty-four hours' notice, provided that such notice shall be given at least twenty-four hours before the boat is timed to sail; but this shall not prevent summary dismissal for misconduct.

*Payment of Wages.*

11. Wages shall be paid as soon as possible after discharge of the catch.

*Time off.*

12. Crews of boats shall be allowed twenty-four hours per week clear of their vessels.

*Workers to be Members of Union.*

13. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award:

Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

*Application of Award.*

14. This award shall apply to all fishing-vessels, other than steam trawlers, owned by parties to this award, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer who, not being an original party hereto, is, when the award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial district to which this award relates.

*Scope of Award.*

15. This award shall operate throughout the Northern Industrial District.

*Term of Award.*

16. This award, in so far as it relates to wages, shall be deemed to have come into force on the 17th day of November, 1938, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 12th day of December, 1939.

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 12th day of December, 1938.

[L.S.]

P. J. O'REGAN, Judge.

MEMORANDUM.

The only matter referred to the Court was the date of the coming into force of the award. In other respects the award embodies the recommendations arrived at by the assessors in Conciliation Council.

Wages have been made payable retrospectively, in accordance with the agreement of the parties.

P. J. O'REGAN, Judge.