

## AUCKLAND TRAWLER EMPLOYEES.—AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the Auckland Federated Seamen Industrial Union of Workers (hereinafter called “the union”) and the undermentioned company (hereinafter called “the employers”):—

Sanford Ltd., Auckland.

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 30th day of April, 1941, 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 duly appointed Delegate of the Court hath hereunto set his hand, this 31st day of July, 1939.

[L.S.] J. A. GILMOUR, Stipendiary Magistrate,  
Acting as a duly appointed Delegate  
of the Court of Arbitration.

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SCHEDULE.

*Wages.*

1. The following shall be the minimum rates of wages payable to the undermentioned workers:—

Leading hand on deck (mate)	£5 14s. per sea - week, plus bonus of 1d. per basket of marketable fish.
Deck hands .. ..	£5 4s. per sea - week, plus bonus of 1d. per basket of marketable fish.
Firemen .. ..	£6 1s. 6d. per sea-week.

*Payment of Wages.*

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

*Living on Shore.*

3. Where a worker is required by the employer to sleep and/or take his meals on shore, he shall be paid daily 10s. per day or 2s. for each meal and 4s. for a bed.

*Utensils and Bedding.*

4. Workers shall be provided with all necessary eating and drinking utensils, to be of material other than tinware. Workers shall also be provided with bedding, consisting of a mattress, pillow, and covers, together with three blankets. The mattress shall be of flax or other fibre, but not of straw or tow. The employer may deduct from the wages of the worker the full cost of any such utensils and bedding not returned to the employer in good order and condition.

*Hours of Labour in Port and at Sea.*

## 5. (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. No work shall be performed on Sundays or the statutory holidays prescribed by this award without payment of overtime.
- (ii) Arriving in Port: When a trawler arrives in port, the time on duty at sea that day shall 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.
- (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.

*Discharging Ashes.*

6. Ashes shall be discharged at sea and in port by firemen, for which shall be paid 1s. per man per day.

*Holidays.*

7. (a) The following holidays shall be observed in port: New Year's Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, and Anniversary Day.

(b) If a trawler is at sea later than 8 a.m. on any of the foregoing holidays, or should a trawler leave port on any of such holidays, each man shall be entitled to an extra day's pay.

*Continuous-service Holiday.*

8. (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.

(b) 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 service after the trawler recommissions.

#### *Overtime.*

9. (a) All work performed in port on Sundays and the statutory holidays prescribed by this award, or outside the daily hours prescribed by clause 5 hereof, shall be deemed to be overtime and shall be paid for at the rate of 3s. 4d. per hour.

All work performed at sea by engine-room and stokehold hands outside of their ordinary watch, or in excess of eight hours per day, shall be deemed to be overtime and shall be paid for at the rate of 3s. 4d. per hour.

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) Boiler-work: Where a man is employed working inside boilers or furnaces, he shall be paid 1s. 3d. per hour extra payment, ordinary and overtime, for such work, the minimum payment for such work to be one hour. If such work is performed on a Sunday or holiday named in this award, he shall be paid the waterside workers' rate for similar work.

(c) Coaling Ship: Where a man is employed at coaling ship he shall be paid an extra sum of 1s. 3d. per hour, ordinary and overtime, for such work.

#### *Fumigation and Cleaning.*

10. The quarters of the men shall be thoroughly fumigated and cleaned once in each six months and painted once in each year while in port. Time shall be allowed daily for the washing of such quarters.

#### *Termination of Employment.*

11. The employment of any man may be terminated at the home port on either side by giving not less than twenty-four hours' notice.

#### *Stop-work Meetings.*

12. The deck hands and firemen of any trawler which is in port when the monthly stop-work meeting of the union is being held shall be given leave of absence between 8 a.m. and noon to attend such meeting, but this shall not prevent the departure of a trawler timed to leave within those hours.

Should, however, the master of a trawler require the crew to discharge the cargo of fish, then such cargo shall be discharged prior to leave being granted.

*Definitions.*

13. (a) "At sea" means from the time of departure until arrival.

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

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

(d) "Arrival" means the time when a trawler is moored at the wharf where she discharges her fish.

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

(f) "A week" means the time from and including Sunday to midnight on Saturday.

(g) "A sea-day" means each period of twenty-four hours calculated from the time set down for the departure of the vessel from Auckland or Onehunga.

(h) "A sea-week" means six sea-days.

(i) Duties of deck hands include the mending of nets damaged during the current voyage, and any other necessary work with the exception of cleaning fish-holds at sea.

*Cleaning and Casing Fish.*

14. 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.

*Time off.*

15. (a) Time off shall be on the basis of twenty-four hours for a trip of six sea-days. For trips of longer than six sea-days the time off shall be increased at the rate of four additional hours for each day in excess of six.

(b) In no case shall there be less time off allowed than twenty-four hours between trips of not less than six sea-days.

(c) Where twenty-four-hour periods are given off, such periods shall not cease earlier than 8 a.m.

(d) In cases where time off in excess of twenty-four hours is due and cannot conveniently be given, such time off may be allowed to accumulate for not longer than three months, within which period it may be given. At the expiration of such period of three months, or if the trawler goes out of commission, any time off remaining due shall be paid for at the rate of one sea-day's pay for every eight hours outstanding.

*Preference.*

16. (a) Employers shall, in the engagement or subsequent employment of workers, give preference to those members of the Federated Seamen's Union of New Zealand Industrial Association of Workers who are not more than one month in arrear with their contributions to the said union.

(b) Should there not be a sufficient number of such members available when required, the employer may engage other men conditionally that they shall become members of the union within seven days of being engaged and shall remain members during their employment.

*Scope of Award.*

17. This award shall apply only to the parties named herein, and shall be confined to trawling vessels operating from the ports of Auckland and Onehunga.

*Term of Award.*

18. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of May, 1939, 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 30th day of April, 1941.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the duly appointed Delegate of the Court hath hereunto set his hand, this 31st day of July, 1939.

J. A. GILMOUR, Stipendiary Magistrate,  
[L.S.] Acting as a duly appointed Delegate  
of the Court of Arbitration.

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*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.

Some question arises as to the validity of clause 16, relating to preference, but it has been inserted at the request of the parties.

J. A. GILMOUR, Stipendiary Magistrate,  
Acting as a duly appointed Delegate  
of the Court of Arbitration.