

SANFORD LTD., AUCKLAND, **TRAWLER EMPLOYEES.**—
INDUSTRIAL AGREEMENT.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the industrial agreement, made on the 22nd day of December, 1947, between the Auckland Federated Seamen's Industrial Union of Workers and Sanford Ltd., Auckland.

WHEREAS by the Economic Stabilization Emergency Regulations 1942 it is provided that no industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, shall come into force until it is filed under section 28 of the said Act: And whereas it is provided, further, that no such industrial agreement shall be accepted by a Clerk of Awards for filing as aforesaid unless it has been approved by the Court for the purposes of the said regulations: And whereas application has been made for approval of the industrial agreement made on the 22nd day of December, 1947, between the Auckland Federated Seamen's Industrial Union of Workers, of the one part, and Sanford Ltd., Auckland, of the other part: Now, therefore, the Court, having had regard to and having taken into consideration the matters

and things as required by the said regulations, doth hereby approve the said industrial agreement for the purposes of the said regulations.

Dated this 3rd day of February, 1948.

[L.S.]

A. TYNDALL, Judge.

SANFORD LTD., AUCKLAND, TRAWLER EMPLOYEES.—INDUSTRIAL AGREEMENT

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this twenty-second day of December, 1947, between the Auckland Federated Seamen's Industrial Union of Workers (hereinafter called "the union") of the one part and Sanford Limited, Auckland (hereinafter called "the employers"), of the other part, whereby it is mutually agreed by and between the parties hereto as follows, that is to say:—

1. That the terms, conditions, stipulations and provisions contained and set out in the schedule hereto shall be binding upon the said parties and shall be deemed to be and are hereby incorporated in and declared to form part of this agreement.

2. That the said parties hereto shall respectively do, observe and perform every matter and thing in this agreement and by the said terms, conditions, stipulations and provisions respectively required to be done, observed and performed and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations and provisions but shall in all respects abide by and perform the same.

SCHEDULE

Wages

1. Leading hand on deck (Mate): £8 2s. 6d. per week, plus bonus of 3d. per basket marketable fish.

Deck hands: £7 12s. 6d. per week, plus bonus of 3d. per basket marketable fish.

Firemen: £7 12s. 6d. per week, plus bonus of 2d. per basket marketable fish.

Payment of Wages

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

Utensils and Bedding

3. 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

4. (a) *Hours of Labour in Port.*—The hours of labour in port for deck, engineroom 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 Saturdays, Sundays or the statutory holidays prescribed by this award without payment of overtime.

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.*—The hours of labour at sea for engineroom and stokehold hands shall be not more than eight in a day.

When at sea the engineroom 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.

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

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

Holidays

6. The following holidays shall be observed in port: New Year's Day, Good Friday, Easter Monday, Anzac Day, Sovereign's Birthday, Labour Day, Christmas Day, Boxing Day and Anniversary Day.

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

7. (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) For periods of service of less than twelve months the provisions of the Annual Holidays Act, 1944, shall apply.

Overtime

8. (a) All work performed in port on Saturdays, 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 4s. 3½d. 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 4s. 3½d. 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 cleaning tubes or 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 worker's 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

9. The quarters of the men shall be thoroughly fumigated and cleaned once in every 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

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

Stop-work Meetings

11. 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 these 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

12. (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 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.

(g) "A week" means five sea-days.

(h) 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

13. 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

14. (a) Time off shall accrue at the rate of two days in each seven sea-days.

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

(c) When 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 six weeks, within which period it may be given. At the expiration of such period of six weeks, or if the trawler goes out of commission, any time off remaining due shall be paid for at the rate of eight hours overtime for each twenty-four hours outstanding.

Preference

15. (a) The employers shall in the engagement or subsequent employment of workers give preference to those members of the Federated Seamen's Union of New Zealand 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 employers 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.

Term of Agreement

16. This agreement, in so far as it relates to fixed weekly wages, shall be deemed to have come into force on November 1st, 1947, and, so far as all other conditions contained therein are concerned, it shall be deemed to have come into force on December 1st, 1947. It shall remain in force until December 1st, 1949, and thereafter shall continue in force until a new agreement is entered into.

In witness whereof the parties hereto have executed these presents the day and year first before written.

The seal of the Auckland Federated Seamen's Industrial Union of Workers was hereunto affixed by order of the union and the signatures of—

F. A. TRAINER, President

T. ANDERSON, Secretary.

were hereunto subscribed in the presence of—C. G. Foster.

The signature of Sanford Limited was hereunto affixed

F. V. LINDBERG

in the presence of—C. G. Foster.