

**J.B.L. SEAFOODS LTD. FISHERMENS – AGREEMENT UNDER THE
LABOUR DISPUTES INVESTIGATION ACT 1913**

This agreement, made in pursuance of the Labour Disputes Investigation Act this 23rd day of May 1973 between the Auckland Branch of the New Zealand Commercial Fishing Boat Owners Association Incorporated and the New Zealand Share Fishermen's Association Inc. shall apply to the work of catching and landing fish from trawlers and Danish seine boats and shall apply to the New Zealand Share Fishermen's Association and its members on the one hand and to JBL Seafoods Ltd, Kia Ora Fish Mart, Sanford Ltd, and any subsidiaries thereof, at the ports of Auckland and Tauranga, together with any other wholesaler and/or boat-owner who may become a signatory to this agreement.

S C H E D U L E

INDUSTRY TO WHICH AGREEMENT APPLIES

SHARES AND WAGES

1. (a) Share Fishing: The minimum remuneration to skippers and deckhands shall be the return from shares of the catch as under:

- (i) On two-handed trawlers and Danish seine boats the skipper shall receive 28½ percent, the deckhand 25 percent.
- (ii) On three-handed trawlers and Danish seine boats, the skipper shall receive one-fifth, each deckhand one-sixth.

The shares herein referred to shall be shares in the returns from the total catch after the expenses set out in clause 3 have been deducted and shall be based on prices fixed as provided for in clause 2 hereof.

(b) Standby Work: During such time as a trawler or boat may be out of commission for fishing, the skipper and deckhand(s) shall be paid as under:

- (i) For work in connection with slipping, overhauling, repairing or painting the vessel, for net making or the supervising of the job by the skipper, and at the request of the boat owner for the removal, handling and delivery to the wharf of worn ropes, wire or other gear; but without prejudice to the work by skipper and crew which has traditionally been done without payment such as landing damaged nets or trawl boards for repair, \$1.55 per hour ordinary time for deckhands, and \$2.00 for the skipper with a minimum payment as for two hours in any one day.

Ordinary time shall be 8 hours between 7 a.m. and 5 p.m. Monday to Friday, both inclusive. For work performed outside the foregoing hours, time and a half shall be payable except on Saturday after 11 a.m., on Sundays or holidays; and between the hours of 9 p.m. and 7 a.m. on any day, when double time rates shall be paid. A skipper or deckhand(s) employed working by, both immediately before and immediately after any of the statutory holidays shall be paid 8 hours ordinary pay for each such holiday.

- (ii) (a) Where a vessel on an ordinary fishing trip puts into another port for repairs or discharge etc. the crew must bring the vessel back to its home port free, without payment of wages.
- (b) The crew of a vessel fishing at Onehunga must return the vessel to Auckland for survey or repairs or at owners request as an ordinary fishing trip, without any special payment.

(c) If crew refuse to bring the vessel back to its home port then the fishermen's association must accept responsibility for providing a crew approved by the owner to fish the vessel back to its home port as an ordinary trip.

- (d) If vessel is unable to fish on her way back to her home port or is being sailed from port to port for reasons other than arising from a fishing trip, the crew shall be paid collectively 45 cents per mile with stores provided with a minimum payment of 200 miles and in any case where the crew's journey ends at a port other than home port, the fares and expenses of the crew back to their home port shall be paid.
- (iii) When required to standby other than in the vessel's home port, \$5.70 per day plus free board and lodgings or an allowance of \$7.15 per day in lieu thereof.
- (iv) For a call-back to shift a trawler from berth to berth, or wharf to wharf, at Onehunga, \$1.55 per hour for deckhands and \$2.00 per hour for skippers, ordinary time inclusive of travelling time to and from place of residence, with a minimum payment as for 4 hours.
- (v) In the case of a chronically leaking boat where the skipper or crew so act to safeguard the safety of the vessel, or at the boat owner's request, for pumping out a boat \$1.55 per hour for deckhands and \$2.00 for skippers, ordinary time inclusive of travelling to and from place of residence, with a minimum payment as for 4 hours.
- (vi) When the crew of any vessel agree, with the consent of the boat owner, and of the N.Z. Share Fishermen's Association, to unload their own catch, the boat owner/wholesaler who is the purchaser of that catch, shall pay an unloading charge of 0.25 cents per pound. This payment shall be divided equally between the crew members who carry out the unloading.

PRICE BASIS

2. The shares referred to in clause 1 hereof shall be calculated on a price basis per pound weight marketable fish as agreed to between the parties hereto.

EXPENSES

3. (a) Expenses to be deducted from the gross value of the catch shall be fuel, levy, ice, food, rock gas, wharfage, and automatic pilot if fitted, lubricating oil to a maximum of 10 gallons per trip for topping up purposes only, but owner to stand the cost of oil changes.

(b) The deduction for food shall be a limit of \$2.50 per day per man, subject to this figure being open to review from time to time, with a five days minimum to be calculated from the day of sailing if the port of sailing is Auckland, and the day of icing up if the port of sailing is Onehunga.

(c) The price charged against the catch shall be nett prices and the skipper shall be consulted in regard to the origin of supply.

(d) No deductions shall be made in respect to the repair and replacement of nets, but the crews shall perform such running repairs as are practicable.

(e) Cartage from the place of landing to the fish-shed shall not be a deductible item of expense, except in the case where, at the instigation of the skipper, the catch is landed at a port other than the trawler's home port, but not if a boat has to unload at another port due to sickness, injury, breakdown, or weather.

STATEMENT OF ACCOUNTS

4. A statement of accounts showing the value of the catch and the amount of each item of expenses deducted shall be furnished after each trip, and shall be made available to each member of the crew.

DISPUTES

5. The essence of the agreement being that the work of the boat-owner shall not be impeded, but shall proceed as if no dispute had arisen, it is provided that if any dispute or differences arise between the parties bound by this agreement, or any of them, as to any matter arising out of or connected therewith and not specifically dealt with in this

agreement, every such dispute shall forthwith be referred to a committee to be composed of three representatives of each side. The decision of such committee shall be final, but in the event of the committee being unable to reach a decision, the dispute shall be referred to a single arbitrator nominated by the said committee.

ACCEPTANCE OF CATCH AND UNLOADING

6. (a) The boat-owner accepts responsibility for properly unloading all fish from his own vessels and from privately owned boats fishing into him which are bound by this agreement. Acceptance of fish in marketable condition as defined in subclause (d) hereunder shall in all cases occur where the fish are presented in the approved containers to the weigh-in scales or the grading table in the processing factory, whichever stage is the later process in the said factory, provided however that if any defect in the fish rendering it unmarketable, may only be reasonably ascertained by internal examination during processing, then the above acceptance point shall not prejudice the boat owner's right of rejection under clause (7).

(b) The method of weighing all fish landed to the boat owner shall be to the satisfaction of the Inspector of Weights and Measures and the boat owner hereby agrees (subject to the provisions of subclause (d)) to accept and weigh all fish landed to the boat owner in marketable condition at the said weigh-in scales in or adjacent to the factory.

(c) Trucks used in unloading may be tared at any time at the request of the skipper or his deputy. Where other than standard weight containers are used for unloading, six such containers shall be weighed before unloading commences and six weighed when unloading is completed. The mean average weight of these twelve containers shall be the weight deduction per container to be applied to the gross weight across the scales.

(d) The skippers of the vessels shall take all such measures, precautions and actions which may be necessary for them, the boat owner and the processor to comply with the law, or any regulation which may be enforced by any legally constituted authority to ensure the landing of fish in "marketable condition".

(e) 1. The boat-owner/wholesaler responsible for unloading shall also be responsible for cleaning down of the relevant parts of the vessel to the satisfaction of the skipper or his deputy and the boat owner; e.g. fishrooms, fishboards, sumps, decks etc. and accommodation if used.

2. Members of the unloading gangs employed by the boat-owner/wholesaler shall not enter the crews' accommodation or use galley, washing, toilet, or other facilities on board, unless the crew of the vessel has previously agreed to such entry or to the use of specified facilities.

REJECTION

7. Any fish which the processor or boat-owner/wholesaler or his agent considers to be in an unmarketable condition on landing shall be rejected by that party, provided that such fish in question shall first be shown to the skipper or his deputy at the earliest opportunity after the question of rejection arises; but in any event no later than 24 hours after the fish is landed and presented to the weigh-in scales.

The skipper or his deputy is to be readily available for the inspection of such fish.

In the event of a rejection by the processor, boat-owner/wholesaler or his agent (based on unmarketable quality of the fish) being disputed by the skipper or his deputy, the fish shall be subject to an examination and inspection by a mutually agreed authority whose decision shall be final and binding on both parties.

When any question of rejection of fish arises under this clause, the processor, boat-owner/wholesaler or his agent shall store all the fish in question under conditions which will ensure the minimum deterioration in the condition of the fish, and until such time as examination and inspection is completed under this clause.

CONDITIONS

8. (a) Living quarters shall be painted once in each twelve months and fumigated, if necessary, while the vessel is in port.

(b) In new vessels the cooking facilities shall be separate from the sleeping quarters.

(c) Cooking utensils, crockery, cutlery and tea-towels shall be provided to a maximum replacement cost of \$10.00 per annum.

(d) Mattresses and pillows of an approved quality shall be provided.

(e) The employer shall maintain the engines in good running order. The crew shall be responsible for running maintenance and the cleanliness of the vessel.

(f) The skipper shall answer at all reasonable times radio calls and shall not deliberately fail to do so at least once each day while at sea.

(g) No skipper shall take a passenger to sea without the prior consent of the employer.

(h) The skipper shall not fish in prohibited waters.

(i) It is acknowledged by both parties that subject to the provisions of the agreement fish caught is the property of the boat-owners.

TERMINATION OF EMPLOYMENT

9. The employment of any skipper may be terminated on either side by the giving of not less than 24 hours notice at the home port; provided that such notice shall be given at least 24 hours before the boat is due to sail. But this shall not prevent summary dismissal for misconduct.

TIME OFF

10. Crewhands shall be entitled to a minimum of 24 hours clear of their vessel per trip.

PAYMENT OF WAGES

11. Payment to fishermen shall be by individual cheque or cash as arranged, as soon as possible after discharge of the catch. Payment for standby work shall be made weekly.

UNQUALIFIED PREFERENCE

12. (a) Any adult person engaged or employed in any position or employment subject to this agreement by the employer shall, if he is not already a member of the association of workers bound by this agreement, become a member of the association within 14 days after this clause comes into force, as the case may be.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of the association bound by this agreement as long as he continues in any position or employment subject to this agreement.

(c) Every worker obliged under subclause (a) to become a member of the association who fails to become a member, as required by that subclause, after being requested to do so by an officer or authorised representative of the association, and every worker who fails to remain a member of the association in accordance with subclause (b) hereof commits a breach of this agreement.

(d) The employer bound by this agreement commits a breach of this agreement if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by any officer or authorised representative of the association that the worker has been requested to become a member of the association or has failed to remain a member.

(e) For the purpose of this clause, "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this agreement.

TERM OF AGREEMENT

13. This agreement shall be deemed to have come into force on the 23rd day of May 1973 and shall continue in force until the 30th day of June 1975.

Signed for and on behalf of J.B.L. Seafoods Ltd. (in receivership): G. M. Black.

Signed for and on behalf of the New Zealand Share Fishermen's Association Incorporated:

Witness to the Association –
23rd May 1973.

W. Griffiths.
J. A. Houlton.

(This agreement, made under the Labour Disputes Investigation Act 1913, was filed with the Clerk of Awards at Auckland pursuant to section 8 (1) of the said Act, on the 8th day of June 1973).