

## (8220.) LYTTELTON SHIPS' TALLY CLERKS.—AWARD.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the Lyttelton Ships Tally Clerks' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

- Blackball Coal Company (Limited), Christchurch.
- Canadian Government Merchant Marine (Limited), Christchurch.
- Canterbury Steam Shipping Company (Limited), Christchurch.
- Claude Ferrier and Co., Lyttelton.
- Commonwealth and Dominion Line of Steamers (Kinsey and Co., Limited), Christchurch.
- Federal Steam Navigation Company (Limited), (Kinsey and Co., Limited), Christchurch.
- Huddart Parker (Limited), (Kinsey and Co., Limited, Agents), Christchurch.
- Kinsey and Co. (Limited), Christchurch.
- Lyttelton Harbour Board, Lyttelton.
- New Zealand Express Company (Limited), Lyttelton.
- New Zealand Loan and Mercantile Agency Company (Limited), Christchurch.
- New Zealand Shipping Company (Limited), Christchurch.
- Opouri Shipping Company (Limited), Christchurch.
- Redpath, J., and Sons, Christchurch.
- Rhind, A., and Co., Lyttelton.
- Scales, George H. (Limited), Christchurch.
- Shaw, Savill, and Albion Company (Limited), (Dalgety and Co., Limited, and National Mortgage and Agency Company, Limited, Agents), Christchurch.
- Sims, Cooper, and Co., Christchurch.
- Sutton, F. E., and Co., Lyttelton.
- Union Steamship Company of New Zealand (Limited), Christchurch.
- Vacuum Oil Company Proprietary (Limited), Christchurch.
- Westport Coal Company (Limited), Christchurch.
- Whitford, G., and Co., Lyttelton.

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 18th day of May, 1927, and thereafter as provided by subsection (1) (d) of section 90 of the Industrial Conciliation and Arbitration Act, 1908.

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 8th day of June, 1925.

[L.S.]

F. V. FRAZER, Judge.

#### SCHEDULE.

##### *Definition of Tally Clerks' Duties.*

1. (a.) Tally clerks' duties shall be to receive, deliver, tranship, and watch cargo and the tallying of same.

(b.) The handling of cargo shall not be considered part of a tally clerk's duties.

##### *Double Gangs.*

2. No tally clerk shall be required to tally for two gangs except on occasions of scarcity of labour. Should any tally clerk be required to do so, he shall receive time and a half (at ordinary or overtime rate of pay, as the case may be).

##### *Application of Award.*

3. This award shall apply to all casual labour performing the duties of tally clerks, but shall not apply to weekly or permanent employees on the waterfront, nor to the tallying of cargo or coal by any ship's officer or member of ship's crew, or by winchmen.

##### *Hours of Work.*

4. The ordinary hours of work shall be from 8 a.m. to 12 noon and 1 p.m. to 5 p.m., Mondays to Fridays (both inclusive). On

Saturday the ordinary hours shall be 8 a.m. to 12 noon. All other time, with the exception of meal-hours, as hereinafter provided for shall be classed as overtime.

*Place of Engagement.*

5. Tally clerks shall be engaged at the tally clerks' waiting-room, situated at the rear of No. 3 jetty.

*Time of Engagement.*

6. Tally clerks shall be engaged between the hours of 7.55 a.m. and 10.25 a.m. or between the hours of 1 p.m. and 3 p.m. on Mondays to Fridays (both inclusive), and on Saturdays between the hours of 7.55 a.m. and 10.30 a.m.

*Holidays.*

7. (a.) All work done on Sundays, Christmas Day, and Good Friday shall be paid for at the rate of double ordinary time.

(b.) All work done on any of the other holidays hereinafter mentioned shall be paid for at the ordinary overtime rate between 8 a.m. and 5 p.m., and double ordinary time for any work done before 8 a.m. or after 5 p.m.

(c.) The holidays throughout the year shall be: New Year's Day, Anniversary Day, Good Friday, Easter Monday, Sovereign's Birthday, Labour Day, Christmas Day, Boxing Day, and the Watersiders' Union picnic day.

(d.) If any of these holidays (except Watersiders' Union picnic day) shall be generally observed on any other day than that on which it falls, the provisions of this award shall apply to such other day instead of the original day, provided always that one day only be taken for the holiday. If a holiday falls on, or is observed on a Saturday, double ordinary time rate shall be paid for work after noon.

(e.) Men may work on holidays by arrangement with the employer or employers concerned.

*Fractional Time.*

8. Any fraction of half an hour shall be paid as a full half-hour.

*Period of Engagement.*

9. (a.) No tallyman shall be paid for a less period than four hours in any one day, between the hours of 8 a.m. and 5 p.m., or on Saturdays for a less period than four hours, between the hours of 8 a.m. and 12 noon.

(b.) If tallymen are ordered down to work at 6 p.m. on weekdays or 1 p.m. on Saturdays, they shall be paid for a period of not less than two hours.

(c.) If tallymen are ordered down to commence work at 10 p.m. or later, such tallymen shall be paid a minimum of six hours' pay, even if the work does not occupy such time.

(d.) Tallymen shall not be called upon to work more than five hours consecutively without having an opportunity of having a meal, except when a ship is finishing, when six hours shall be the limit.

(e.) Employers requiring tallymen to work overtime shall notify same not later than 4 p.m., or 10.30 a.m. on Saturdays.

(f.) Tally clerks who are ordered back and attend after the midday meal shall receive a minimum of one hour's pay.

#### *Transfers.*

10. (a.) It shall not be permitted to transfer tally clerks from one job to another while other equally qualified tally clerks are available.

(b.) This clause shall not apply to tally clerks who have finished a job occupying less than six hours.

(c.) This clause shall not apply to tally clerks who are required to transfer for the purpose of working meal-hours.

#### *Tallying Coal.*

11. (a.) When tallying coal by the basket a tally clerk shall not be called upon to keep the tally of more than two gangs.

(b.) When tallying trucks of coal, and truck-numbers and tare of trucks only are required, one tallyman shall be deemed sufficient for any one ship.

#### *Watchmen.*

12. Tally clerks employed as watchmen shall be treated in the same manner in all respects as though they were employed as tally clerks.

#### *Wages.*

13. Ordinary time: Mondays to Fridays inclusive, 8 a.m. to 12 noon and 1 p.m. to 5 p.m.; Saturdays, 8 a.m. to 12 noon—2s. 4d. per hour.

#### *Overtime Rates.*

14. (a.) Ordinary Overtime: Mondays to Fridays, 6 p.m. to 10 p.m.; Saturdays, 1 p.m. to 5 p.m.—3s. 6d. per hour.

(b.) Special overtime: 11 p.m. to 7 a.m., double ordinary time, 4s. 8d. per hour; 6 p.m. to 10 p.m. on Saturdays, double ordinary time, 4s. 8d. per hour.

#### *Meal-hours.*

15. (a.) Breakfast, 7 a.m. to 8 a.m.; dinner, 12 noon to 1 p.m.; tea, 5 p.m. to 6 p.m.; supper, 10 p.m. to 11 p.m.

(b.) Tallymen shall work meal-hours if required to do so, and shall be paid 4s. 8d. for each meal-hour worked.

*Preference.*

16. (a.) If and so long as the rules of the union shall permit any person of good character and sober habits, who is qualified to do the work required of him as a tally clerk, to become a member of the union upon a written application and payment of an entrance fee not exceeding 5s., and of subsequent contributions not exceeding 1s. per week for the first month's membership and thereafter 9d. per week payable quarterly in advance, then and in such case the employer shall employ members of the union in preference to non-members, provided that there are at the place of engagement under this award members of the union equally qualified to perform the particular work required to be done and ready and willing to undertake the same.

(b.) When non-union labour is employed, such men shall be permitted to finish the job they are first engaged on, but if they then decline to join the union they shall, at the request of the secretary, be replaced by the employer with union men, if available.

*Matters not provided for.*

17. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the president or secretary of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the local Conciliation Commissioner, who may either decide the same or refer the matter to the Court. Either party dissatisfied with the decision of the Conciliation Commissioner may appeal to the Court upon giving written notice of such appeal to the other party within seven days after such decision shall have been communicated to the party desiring to appeal.

*Term of Award.*

18. This award in so far as it relates to wages shall be deemed to have come into force on the 18th day of May, 1925, and so far as all the other provisions 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 18th day of May, 1927.

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 8th day of June, 1925.

[L.S.]

F. V. FRAZER, Judge.

## MEMORANDUM.

The only matter referred to the Court was the preference clause. The union claimed to have a clause inserted similar to that appearing in the current Waterside Workers' (Dominion) award. When the Court decided to allow limitation of membership in the case of the

Waterside Workers, it did so for special reasons and subject to special safeguards. The granting of the right of limitation involved a departure from the settled policy of the Court. The principal reason for the departure was the recognition of the fact that "the waterfront is the place to which the unemployed of all trades gravitate. The Waterside Workers' Unions accordingly have to carry more than their fair share of the unemployed." (Book of Awards, Vol. xxv, at p. 1608.) The work of a tally clerk, however, cannot be undertaken by every man who is out of employment, and the factors of reliability and competency have to be given due weight. We are unable to find any justification for departing from the policy of the open union in the case of tally clerks, and we are of the opinion that if we did so in this instance we could not logically refuse to do so in the case of any body of workers whose employment was of a casual nature. We have accordingly adopted the clause appearing in the recent Auckland Tally Clerks' award, with a minor modification.

[L.S.]

F. V. FRAZER, Judge.

(8307.) LYTTTELTON SHIPS' TALLY CLERKS.—ENFORCEMENT.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of the Lyttelton Ships' Tally Clerks' award, dated the 8th day of June, 1925, and recorded in Book of Awards, Vol. XXVA, p. 483; and in the matter of an appeal from the decision of the Conciliation Commissioner.

CASE ON APPEAL.

WHEREAS a dispute has arisen between the union and the employers parties to the said award, as follows: As to whether, under the true

construction of clause 9 (a) of the award, the employers have the right to employ the workers for two or more broken periods during the day, provided that a total minimum of four hours is paid between 8 a.m. and 5 p.m. : And whereas the said dispute was referred to the Conciliation Commissioner at Christchurch, under the provisions of clause 17 of the said award, who decided that the minimum payment should be for one period of four consecutive hours : And whereas the employers have given notice to the union of their intention to appeal against the decision of the Conciliation Commissioner : Now, we, the Union Steamship Company of New Zealand (Limited), party to the said award, hereby give notice that we will, at the next sitting in Christchurch of the Court of Arbitration, appeal to the Court to hear evidence on the dispute for the purpose of finally determining same.

Dated at Christchurch, the 25th day of July, 1925.

For and on behalf of the Union Steamship  
Company of New Zealand (Limited).  
W. H. PRICE, Branch Manager.

To the Registrar of the Court of Arbitration, Christchurch.

JUDGMENT OF THE COURT, DELIVERED BY FRAZER, J.

This is an appeal from a decision of the Conciliation Commissioner, which involves the interpretation to be placed on clause 9 (a) of the award. The subclause reads as follows : " No tallyman shall be paid for a less period than four hours in any one day, between the hours of 8 a.m. and 5 p.m., or on Saturdays for a less period than four hours, between the hours of 8 a.m. and 12 noon."

The Commissioner's decision was that a worker was entitled to a minimum payment as for one period of four consecutive hours. The appellant employers contended that this decision could have been arrived at only by reading the word " continuous " into the clause, between " less " and " period," and maintained that the intention of the subclause was that the period referred to could be made up by adding together the hours worked at different times of the day. This interpretation of the subclause means, in effect, that the word " period " is to be given the meaning of " aggregate period." " Period " is used in the singular number, and means a division of time. A period is a continuous portion of time, and it is the custom of the English language to speak of discontinuous portions of time as " broken periods " ; and if the singular word " period " is employed it is customary to prefix the adjective " aggregate," to indicate that it is made up of a number of broken periods.

In the opinion of the Court the Commissioner has rightly decided the question submitted to him. The interpretation adopted by him accords with the usage of the language and the plain meaning of the words used. The appeal is disallowed.

Dated this 27th day of August, 1925.

[L.S.]

F. V. FRAZER, Judge.