

NORTHERN (AUCKLAND) INDUSTRIAL DISTRICT.

(10837.) AUCKLAND TALLYMEN.—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 Tallymen's Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

- Anderson, W. E., Queen's Wharf, Auckland.
 Albrecht and Couldrey, Keans Buildings, 150 Queen Street, Auckland.
 Auckland Farmers' Freezing Co., Ltd., Endeans Buildings, Queen Street, Auckland.
 British Imperial Oil Co., Ltd., Wellesley Street, Auckland.
 Burns, Philp, and Co., Ltd., Customs Street, Auckland.
 Canadian National Steamships, Ferry Building, Quay Street, Auckland.
 Craig, E. and H., Ltd., Quay Street, Auckland.
 Craig, J. J., Ltd., Queen Street, Auckland.
 Dalgety and Co., Ltd., Albert Street, Auckland.
 Donald, A. B., Ltd., City Markets, Auckland.
 Farmers' Co-operative Auctioneering Co., Ltd., Commerce Street, Auckland.
 Fletcher, W. and R., Ltd., Maritime Building, Quay Street, Auckland.
 Frankham, A. G., Queen Street, Auckland.
 Henderson and Macfarlane, Quay Street, Auckland.
 Huddart Parker, Ltd., Quay Street, Auckland.
 Leonard and Dingley, Ltd., Endeans Building, Queen Street, Auckland.
 Matson Steamship Line, Maritime Buildings, Quay Street, Auckland.
 Nathan, A. H., Ltd., Customs Street, Auckland.
 New Zealand Express Co., Ltd., Fort Street, Auckland.
 New Zealand Shipping Co., Ltd., Quay Street, Auckland.
 Northern Steamship Co., Ltd., Quay Street, Auckland.
 Paterson, A. S., and Co., Ltd., Quay Street, Auckland.
 Pell, A., Shipping Agent, Ferry Buildings, Quay Street, Auckland.
 Russell and Somers, Customs Street, Auckland.
 Shaw, Savill, and Albion Co., Ltd., Endeans Building, Queen Street, Auckland.
 Spedding Ltd., Anzac Avenue, Auckland.
 Turners and Growers, Ltd., City Markets, Auckland.
 Union Oil, Soap, and Candle Co., Ltd., Albert Street, Auckland.
 Union Steamship Co., Ltd., Quay Street, Auckland.
 Watkin and Wallis, Quay Street, Auckland.
 Westfield Freezing Co., Ltd., Quay Street, Auckland.
 Westport Coal Co., Ltd., Ferry Buildings, Quay Street, Auckland.
 Winstone Ltd., Queen Street, Auckland.
 Wright, A. B., and Sons, Ltd., Commerce Street, Auckland.
 Yates, A., and Co., Ltd., Albert Street, 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 31st day of December, 1935, 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 4th day of July, 1935.

[L.S.]

E. PAGE, Judge.

SCHEDULE.

Definition of Tallymen's Duties.

1. Tallymen's duties shall be to receive, deliver, tranship, and watch cargo, and the tallying of all cargoes requiring to be tallied. The handling of cargo shall not be considered part of a tallyman's duties, except clearing up odd packages in the shed, not exceeding 5 tons rough measurement from any one ship. Time-keeping shall not be deemed to be part of a tallyman's duties.

Application of Award.

2. This award shall apply to all casual labour performing the duties of tallymen, and shall not apply to permanent employees on the waterfront.

Hours of Work.

3. The ordinary hours of work shall be from 8 a.m. to 5 p.m. on the first five working-days of each week, exclusive of the hour between noon and 1 p.m. on each of such days for meals. On Saturday the ordinary working-hours shall be from 8 a.m. to 12 noon.

Place of Engagement.

4. Casual tallymen shall be engaged from the platform in the tallymen's waiting-room, such room to be determined from time to time by an agreement between the committee of the union and the employers concerned or their nominee.

Time of Engagement.

5. Casual tallymen shall be engaged between the hours of 7.55 a.m. and 11 a.m. on the first five working-days of the week (exclusive of holidays), and on Saturdays between the hours of 7.55 a.m. and 9.30 a.m.: Provided that tallymen required for Chelsea or the Western Wharf may be engaged at 7.50 a.m.

Employment of Labour.

6. No employer of labour shall be a member of the union, and no member of the union shall act as agent of any such employer for engaging or discharging men.

Nomination Calls.

7. (a) Employers may nominate casual tallymen to stand by or start work outside the stated hours of engagement in clause 5, provided such employer nominates from the platform of the engagement-room during the last half hour of the engagement-hours period any tallyman he may require to stand by.

(b) Tallymen so nominated and whose services are not required shall be released by the employer from the platform of the engagement-room not later than 3 p.m.; such released men shall receive a preference next succeeding call by such employer for that job.

Period of Engagement.

8. (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 week-days, 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 an opportunity of having at least half an hour for 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., and 10 a.m. on Saturday.

Starting Work at Midnight on Sundays.

9. The rate of pay between midnight on Sundays and 7 a.m. on Mondays shall be double ordinary time.

Work within Auckland Harbour.

10. (a) Tallymen who are engaged to work anywhere within the limits of the Auckland Harbour shall be paid for the time from leaving the place of engagement until their return to the wharf at which they were engaged (exclusive of meal-hours). Tallymen so engaged shall return at the first opportunity.

(b) Tallymen working on the Western Wharf shall be conveyed to and from the wharf in the employer's time.

Outports, travelling to and from.

11. (a) Men engaged to work cargo at ports other than those in which they are usually employed shall be paid from the time of leaving until they return at the rate of 18s. 4d. per day, with meals, fares, and sleeping-accommodation provided.

(b) If they leave for the outport between midnight and 3 p.m. they shall be paid for a whole day, and if they leave between 3 p.m. and midnight they shall be paid for half a day. If they arrive back from the outport between midnight and noon they shall be paid half a day, and if they arrive back between noon and midnight they shall be paid for a whole day. This allowance shall not, however, apply to men engaged for work at an outport and who have been working up to the time of leaving on the ship going to the outport, but the pay of such men shall continue up to 5 p.m. on the day of leaving, whether working or not.

Holidays.

12. (a) All work done on Sundays, Christmas Day, Good Friday, and Anzac Day shall be paid for at the rate of double ordinary time (4s. 7d. per hour). Work done on New Year's

Day, the union's picnic day (2nd January), Easter Monday, Labour Day, Boxing Day, Anniversary Day, and the Sovereign's Birthday shall be paid for at the rate of ordinary overtime (3s. 5½d. per hour). All work done between 5 p.m. and midnight shall be paid for at the rate of double ordinary time (4s. 7d. per hour).

(b) If any of these holidays be generally observed on any day other than that on which it falls, the provisions of this award shall apply to such other day instead of the original day.

(c) Employers requiring tallymen to work on holidays shall engage same on the working-day previous.

Preference.

13. If and so long as the rules of the union shall permit any person of good character and sober habits, over twenty years of age, who is qualified to do the work required of him as a tallyman, 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 9d. per week, payable quarterly in advance, provided that the contributions for the first month shall not exceed 1s. per week, 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.

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.

Wages.

14. (a) Ordinary time—Mondays to Fridays, inclusive, 8 a.m. to 12 noon and 1 p.m. to 5 p.m.; and Saturdays, 8 a.m. to 12 noon—2s. 3½d. per hour.

(b) All wages shall be paid weekly, and shall be paid as early as possible on pay day.

Overtime Rates.

15. (a) Ordinary overtime—Mondays to Fridays, 6 p.m. to 10 p.m.; and Saturdays, 1 p.m. to 5 p.m.—3s. 5½d. per hour.

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

Meal-hours.

16. (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 for the actual time worked during meal-hours at the rate of 4s. 7d. per hour, with a minimum payment of half an hour.

Transfer of Labour.

17. (a) It shall not be permitted to transfer tallymen from one job to another, except where such tallymen remain in the employ of the original employer.

(b) Nothing in the above subclause shall prevent a tallyman being employed to watch cargo in the joint interests of more than one employer at the same time.

Tallying Coal.

18. (a) When tallying coal, one tallyman shall not be called upon to keep the tally of more than two gangs at the same time.

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

Re-engagement.

19. Tallymen who have had their time stopped for any cause whatever shall be re-engaged at the place of engagement before resuming work.

Matters not provided for.

20. 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, if 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.

Exemptions.

21. So long as the following firms employ permanent hands to perform their tallying-work, in accordance with their present practice, they are exempt from the provisions of this award: Auckland Gas Co., Ltd.; Colonial Sugar-refining Co., Ltd.

Scope of Award.

22. This award shall apply only to the Port of Auckland.

Term of Award.

23. This award, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of January, 1935, 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 31st day of December, 1935.

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 4th day of July, 1935.

[L.S.]

E. PAGE, Judge.

MEMORANDUM.

The only matter referred to the Court related to matters not provided for. In other respects the award embodies the recommendations of the Conciliation Council, which the parties agreed to accept. The assessors for the union, however, desire to record their opinion that permanent employees should also be covered by the award.

E. PAGE, Judge.
