

**(11236.) DUNEDIN AND PORT CHALMERS SHIPS' TALLY CLERKS.—
INDUSTRIAL AGREEMENT.**

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 29th day of September, 1936, between the Dunedin and Port Chalmers Ships' Tally Clerks Union Industrial Union of Workers, Lower Rattray Street, Dunedin, hereinafter called "the union") of the one part, and—

Dalgety and Co., Ltd., Dunedin
 John Mill and Co., Ltd., Dunedin
 Murray, Roberts, and Co., Ltd., Dunedin
 National Mortgage and Agency Co. of New Zealand, Ltd.,
 Dunedin
 Neill and Co., Ltd., Dunedin
 New Zealand Shipping Co., Ltd., Dunedin
 Keith Ramsay, Ltd., Dunedin
 Shaw, Savill, and Albion Co., Ltd., Port Chalmers
 J. W. Swift and Co., Ltd., Dunedin
 H. L. Tapley and Co., Ltd., Dunedin
 The Shell Co. of New Zealand, Ltd., Dunedin
 Union Steam Ship Co. of New Zealand, Ltd., Dunedin
 Wright, Stephenson and Co., Ltd., Dunedin

(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 they shall be deemed to be and are hereby incorporated in and declared to form part of this agreement.

2. The said parties hereto shall respectively do, observe, and perform every matter and thing by 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.

Definition of a Tally Clerk's Duties.

1. (a) Tally clerks' duties shall be to receive, deliver, tranship cargo and the tallying of same, and to report damage to cargo and/or any other exceptional matters arising in the course of their duties.

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

Hours of Work.

2. (a) The ordinary hours of work at overseas vessels shall be from 8 a.m. to 5 p.m., Mondays to Saturdays (both inclusive), all other time to be classed as overtime.

(b) The ordinary hours of work at coastal and intercolonial vessels shall be from 8 a.m. to 12 noon and from 1 p.m. to 5 p.m., Mondays to Fridays (both inclusive). On Saturdays the ordinary hours shall be from 8 a.m. to 12 noon. All other time, with the exception of meal-hours, shall be classed as overtime.

Wages.

3. Overseas vessels:—

(a) Ordinary time: Mondays to Saturdays (both inclusive), 8 a.m. to 5 p.m., 18s. per day.

(b) Ordinary overtime: Mondays to Fridays (both inclusive), 5 p.m. to 12 midnight, 3s. 6d. per hour.

(c) Special overtime: 12 midnight to 8 a.m., and after 5 p.m. on Saturdays, 4s. 6d. per hour.

3A. Coastal and intercolonial vessels:—

(a) Ordinary time: Mondays to Fridays (both inclusive), 8 a.m. to 12 noon and 1 p.m. to 5 p.m., 2s. 5d. per hour. Saturdays—8 a.m. to 12 noon, 2s. 5½d. per hour.

(b) Ordinary overtime: Mondays to Fridays, 6 p.m. to 10 p.m., 3s. 8d. per hour.

(c) Special overtime: Saturdays, 1 p.m. to 5 p.m., 4s. 3d. per hour.

Mondays to Fridays, 10 p.m. to 7 a.m., 4s. 3d. per hour.

Saturdays—6 p.m. to 10 p.m., 5s. per hour.

(d) Meal-hours: Breakfast, 7 a.m. to 8 a.m.; dinner, 12 noon to 1 p.m.; tea, 5 p.m. to 6 p.m.

5s. to be paid for each meal-hour worked if more than half an hour is worked, but if half an hour or less is worked only 2s. 6d. is to be paid.

Period of Engagement.

4. Coastal and intercolonial vessels: (a) The minimum period of engagement in any one day shall be two hours between the hours of 8 a.m. and 5 p.m., Mondays to Fridays (both inclusive), and between 8 a.m. and 12 noon on Saturdays.

(b) Clerks ordered down or back at 6 p.m. or later on week days shall be paid not less than two hours' pay. Clerks ordered down or back at 1 p.m., Saturdays, shall be paid not less than three hours' pay.

4A. Overseas vessels: Tally clerks who are ordered back and attend after 5 p.m. shall be paid for a period of not less than two hours.

Holidays.

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

(b) Work done on New Year's Day, 2nd January, Easter Monday, Labour Day, Boxing Day, the Sovereign's Birthday or the Waterside Workers' picnic day shall be paid for at the rate of ordinary overtime.

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

Engagement of Tally Clerks.

6. (a) Dunedin: Tally clerks to be employed on coastal and intercolonial vessels shall be engaged by the employer or his representative on the Cross Wharf, adjacent to the tally clerks' waiting-room.

(b) Overseas shipping employers or their representative to engage tally clerks at the ship's side.

(c) Port Chalmers: The place of engagement shall be at the ship's side, and the employers or their representative requiring tally clerks from Dunedin may nominate the tally clerks who are likely to be required and also state, as nearly as possible, the time of the ship's arrival or likely time of engagement.

(d) Tally clerks engaged and required to travel to or from Port Chalmers or Dunedin shall be paid train fares.

Nomination.

7. In the event of a nomination call to waterside workers if tally clerks are required for the job the employer or his representative, whenever possible, nominates the tally clerks he may require. No nomination to be deemed an engagement until confirmed.

Transfers.

8. (a) It shall not be permitted to transfer tally clerks from one ship or job to another ship or job while other equally qualified tally clerks are available at the place of engagement.

(b) This clause 8 (a) shall not apply to tally clerks who have finished a ship or job occupying less than six hours.

(c) Clause 8 (a) shall not apply to tally clerks who are required to transfer for the purpose of working meal-hours.

(d) When on any day, owing to scarcity of tally clerks, no tally clerk is available at the place of engagement, tally clerks may be engaged or transferred at any time or place to or from any ship or job.

(e) Provided that when work is continuous under the same employer tally clerks shall transfer from ship to ship or job to job under one minimum for the day of transfer, and such transfer shall not be construed to mean a new job or fresh engagement.

(f) Where a ship is consigned to two agents for inward discharge and outward loading respectively tally clerks shall transfer from one employer to another, who may be working such ship under one minimum, and such transfer shall not be considered as a fresh engagement.

(g) Tally clerks usually employed as clerks in charge, time-keepers, assistant overseers, or receiving and delivering clerks if working on a ship or job when required by an employer in any one of the said capacities may be relieved by his employer engaging another tally clerk to take his place.

Finishing Work.

9. A tally clerk engaged for the work of tallying cargo to be discharged and/or loaded by overseas ships shall finish the work for which he is engaged (except where otherwise provided for in clause 8) before accepting other employment. If any tally clerk so employed is discharged before completion of the work, the employer shall, if required to do so by the union, give the reason for such discharge to the secretary of the union. If the reason given by the employer is considered by the secretary to be unsatisfactory the matter may be referred to the Local Disputes Committee.

Local Disputes Committee.

10. The essence of this agreement being that the work of the employers shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference about this agreement shall arise between the parties bound by this agreement, every such dispute or difference shall be referred to a committee to be

composed of two representatives of the union and two representatives of the employers for their decision. If no decision can be arrived at the parties may agree on an independent chairman, whose decision shall be final.

Keeping Two Books.

11. In cases where a tally clerk is required to keep two books he shall be paid time and a half (at ordinary or overtime rates as the case may be).

Workers to be Members of Union.

12. (a) It shall not be lawful for any employer bound by this agreement to employ or to continue to employ, in the industry to which this agreement relates, any adult person who is not for the time being a member of an industrial union of workers bound by this agreement or who is not for the time being a member of a trade union which was registered as such before the 1st day of May, 1936, and which is bound by this agreement:

Provided, however, that any non-unionist may be continued in employment by an employer bound by this agreement during any time while there is no member of a union bound by this agreement who is available to perform the particular work required to be done and is ready and willing to undertake it. It is agreed that if by force of circumstances a non-unionist is engaged on any vessel he will be permitted to complete the day's work.

(b) For the purpose of subclause (a) of this clause, a person of the age of eighteen years or upwards and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this agreement for workers of the age of twenty-one years and upwards shall be deemed to be an adult.

Application of Agreement.

13. This agreement shall apply only to casual tally clerks employed from day to day and/or hour to hour, and shall not apply to permanent employees; nor to the tallying of cargo or coal by any ship's officer or member of ship's crew, or winchmen, but notwithstanding such provisions it is agreed that the tallying of bunker coal into overseas steamers shall be given to tally clerks as hitherto. It is also agreed that all clerical work done in connection with receiving and delivery of cargo be performed by tally clerks, who are members of the union unless

it is performed by permanent employees employed solely or usually on this class of work on the waterfront or by ships' pursers or ships' officers.

Limitation of Membership.

14. The Local Disputes Committee shall agree from time to time what shall be regarded as the normal number of tally clerks required to perform the work covered by this agreement and the membership of the union shall be limited to the number agreed upon.

Term of Agreement.

15. This agreement shall come into force on the date hereof and shall continue in force until the 30th day of June, 1938. The rates of pay shall take effect as from the 14th day of September, 1936.

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

Dalgety & Company, Limited—

Dalgety & Company, Ltd., Shipping Department,
ment,

Per J. R. JEFFERY.

Witness to the above signature—Otto Loll.

John Mill & Company, Limited—

John Mill & Co., Ltd.,

Per pro R. D. HALSTEAD.

Witness to the above signature—Otto Loll.

Murray, Roberts & Company—

Murray Roberts & Co., Ltd.,

ALLAN P. STANAWAY.

Witness to the above signature—Otto Loll.

National Mortgage & Agency Company of New Zealand Limited—

National Mortgage & Agency Coy. of N.Z.,
Ltd.,

S. G. STYCHE.

Witness to the above signature—Otto Loll.

Neill & Company, Limited—

Neill & Co., Limited,

Per J. CURLE.

Witness to the above signature—Otto Loll.

New Zealand Shipping Company Limited—
For the New Zealand Shipping Company
Limited,

F. TYSON, Local Manager.

Witness to the above signature—Otto Loll.

Keith Ramsay, Limited—

Keith Ramsay, Limited,
KEITH RAMSAY.

Witness to the above signature—Otto Loll.

Shaw, Savill, & Albion Company, Limited—
Shaw, Savill, & Albion Co., Ltd.,
Per P. CLARK.

Witness to the above signature—J. H. Crawford.

J. W. Swift & Company, Limited—

J. W. Swift & Co., Limited,
Per D. SHARPE.

Witness to the above signature—Otto Loll.

H. L. Tapley & Company, Limited—

H. L. Tapley & Coy., Ltd.,
G. R. PEAKE, Director.

Witness to the above signature—Otto Loll.

The Shell Company of New Zealand, Limited—
The Shell Company of New Zealand, Limited,
G. HOPKINS.

Witness to the above signature—Otto Loll.

Union Steam Ship Company of New Zealand, Limited—
Union Steamship Company of New Zealand,
Ltd., Dunedin,

W. B. CUNNINGHAM.

Witness to the above signature—Otto Loll.

Wright, Stephenson & Company, Limited—

Per pro Wright Stephenson & Co., Ltd.,
G. L. ROBERTSON.

Witness to the above signature—Otto Loll.

The Dunedin and Port Chalmers Ships' Tally Clerks Union
Industrial Union of Workers—

Dunedin and Port Chalmers Ships' Tally
Clerks Union,

FRANK R. FORDHAM, President.
I. AYSON, Secretary.

Witness to the above signatures—Otto Loll.