

WELLINGTON SHIPS' TALLY CLERKS.—INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 6th day of April, 1937, between the Wellington City Ships' Tally Clerks Industrial Union of Workers (hereinafter called "the union"), of the one part, and—

Blue Star Line (N.Z.), Ltd., Customhouse Quay, Wellington
 Burns, Philp, and Co., Ltd., Wellington
 Canterbury Steam Shipping Co., Ltd., Wellington
 Coastal Shipping Co., Ltd., Wellington
 Commonwealth and Dominion Line, Ltd., Wellington
 Federal Steam Navigation Co., Wellington
 Gannaway and Co., Ltd., Glasgow Wharf, Wellington
 Holm and Co., Ltd., 35 Johnston Street, Wellington
 Huddart Parker Co., Ltd., Wellington
 Montreal—Australia—New Zealand Line, Ltd., Maritime
 Buildings, Wellington
 New Zealand Shipping Co., Ltd., Wellington
 Richardson and Co., Ltd., 166 Featherston Street, Wellington
 Scales, Geo. H., Ltd., Wellington
 Shaw, Savill, and Albion Co., Ltd., Wellington
 Union Steam Ship Co. of New Zealand, Ltd., Wellington
 Westport Coal Co., Ltd., Wellington
 Wright, Stephenson, and Co., Ltd., Customhouse Quay,
 Wellington
 Young, T. and W., Wellington
 The Wellington Waterside Employers' Union Industrial
 Union of Employers, "X" Store, Queen's Wharf,
 Wellington

(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.

Hours of Work.

1. The ordinary hours of work shall be from 8 a.m. to 12 noon and from 1 p.m. to 5 p.m. on Mondays to Fridays both inclusive.

Wages.

2. (a) Ordinary time Mondays to Fridays, both inclusive, 8 a.m. to 12 noon and 1 p.m. to 5 p.m., 2s. 9½d. per hour.

The hourly rate of wages shall, in the case of incomplete hours, be apportionable per half-hour, provided that a fraction of a half-hour shall be paid for as a complete half-hour. This provision shall also apply to meal-hours.

(b) All wages shall be paid weekly and as early as possible on pay-day; but in the case of oversea shipping companies (other than Union Steam Ship Co. of N.Z., Ltd., and/or Huddart Parker, Ltd.), payment shall be made on the working-day following the completion of work.

Clerks in Charge.

3. Clerks in charge employed on overseas ships trading beyond Australia and/or New Zealand (other than ships owned or controlled by Union Steam Ship Co. of New Zealand, Ltd., and/or Huddart Parker, Ltd.), shall be paid 3d. per hour extra, ordinary and overtime.

Overtime and Meal-hour Rates.

4. (a) Ordinary overtime—Mondays to Fridays both inclusive, 6 p.m. to 10 p.m.—4s. 2¼d. per hour.

(b) Special overtime—10 p.m. to 8 a.m.—5s. 7d. per hour.

(c) When tally clerks are actually engaged tallying cargo during meal-hours, they shall be paid at the rate of 5s. 7d. per hour.

Saturday Work.

5. The rate of pay for Saturday work shall be time and a quarter (3s. 6d.) from 8 a.m. to noon, and special overtime (5s. 7d.) from 1 p.m. onwards.

Time and Place of Engagement.

6. All clerks required for overseas ships shall be engaged from the head of the King's Wharf between the hours of 8 a.m. and 9 a.m.

All clerks required for overseas vessels commencing after 9 a.m. shall be engaged from and after 9 a.m. at the tally clerks' room, Queen's Wharf.

All tally clerks required for Union Steam Ship Co. of New Zealand, Ltd., Huddart Parker, and coastal companies shall be engaged from and after 8 a.m. at the tally clerks' room, Queen's Wharf.

(NOTE.—This clause to be given a trial until the 31st of July next, after which date the clause to be reconsidered by the parties.)

Period of Engagement.

7. (a) The minimum period of any engagement on any one day shall be four hours, between the hours of 8 a.m. and 5 p.m., or on Saturdays four hours between 8 a.m. and 12 noon, except that in the case of vessels arriving at 3 p.m. or later Monday to Friday or at 10 a.m. or later on Saturday these minimums may include overtime as well as ordinary hours.

(b) Clerks ordered down or back for 6 p.m. week-days or 1 p.m. on Saturdays shall be paid not less than three hours' pay at the ruling rate, but no signing-up time to be added when work is stopped for any reason one hour before the termination of the minimum period either on week-days or on Saturdays.

(c) Clerks required to work on Sundays or holidays shall (whenever possible) be engaged on the previous day, and shall be paid a minimum of four hours.

Conditions of Engagement.

8. (a) Clerks required for tallying cargo to be discharged and/or loaded shall be put on at the same time as the gangs are put on for the cargo required to be tallied.

(b) On vessels loading cargo ex railway-trucks, one clerk shall be employed at each door of truck when considered necessary.

(c) Where cargo is being loaded through port or ports a relief clerk shall be provided, and he shall be available for any other work on the job as provided for in this agreement.

(d) When clerks are engaged for a ship they shall not be relieved until their job is finished, except in the case of a clerk who may be required to act as chief clerk of another vessel, provided that the original clerk or clerks are satisfactory.

(e) Tally clerks when required as cargo watchmen shall receive the same rates of pay as if they were employed as tally clerks.

(f) Clerks required to leave Wellington shall be paid hotel accommodation, first-class travelling, and 10s. per day expenses in addition to ordinary pay.

Travelling-time.

9. Travelling-time between Wellington wharf and suburban wharves shall be paid three-quarters of an hour each way at ordinary time rates, but if such travelling is performed in overtime, special overtime, meal-hours, or on Sundays or holidays, the rate of pay shall be the ordinary overtime rate. Any such travelling-time may be included in the minimum period of engagement.

Holidays.

10. (a) All work done on Sundays, Christmas Day, Good Friday, and Anzac Day shall be paid for at the rate of double time—viz., 5s. 7d. per hour.

(b) Work done on New Year's Day, Easter Monday, Labour Day, Boxing Day, Anniversary Day, and the Sovereign's Birthday, shall be paid for at the rate of ordinary overtime, 4s. 2½d. per hour. Work done on such holidays between 5 p.m. and midnight shall be paid for at the rate of double ordinary time, 5s. 7d. per hour.

(c) If any of these holidays be generally 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.

Signing-up Time.

11. Subject to the provisions of clause 7 (b)—

(a) No signing-up time to be paid if the engagement is terminated for any reason one hour before the expiration of the minimum period of four hours:

(b) Half an hour to be paid if the engagement lasts the minimum period of four hours:

(c) One hour per day to be paid for any engagement lasting longer than the minimum period of four hours:

(d) Signing-up time to be paid for at the hourly rate operating at the time the clerk ceases tallying, or as follows:—

(i) If the tallying ceases during the ordinary working-hours or up to and including 5 p.m., 2s. 9½d. per hour:

(ii) If the tallying ceases during meal-hours or between 6 p.m. and 10 p.m. Mondays to Fridays both inclusive, 4s. 2½d. per hour:

(iii) If the tallying ceases after 10 p.m. Mondays to Fridays both inclusive, or after 1 p.m. on Saturdays, 5s. 7d. per hour.

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 any position or employment subject to this agreement, 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 any position or 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.

Matters not provided for.

13. If a dispute shall arise between the parties to this agreement upon any matters arising out of or in connection with the agreement and not specifically dealt with therein, it shall be referred to a committee comprised of two representatives of the union and two representatives of the employers, who shall appoint an independent chairman for decision. The decision of a majority of this committee shall be binding, except that any party adversely affected thereby shall have the right within fourteen days after the decision is given to appeal against the decision to the Court of Arbitration, which may amend the decision in any way as, after hearing the parties, it may consider necessary or desirable.

Application of Agreement.

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

Term of Agreement.

15. This agreement, in so far as it relates to the rates of wages specified in clause 2 hereof, shall come into force as and from the 1st day of January, 1937, and, in so far as it relates to the rates of wages for Saturday work specified in clause 5 hereof, shall come into force as and from the 18th day of February, 1937. So far as all other conditions are concerned, it shall come into force as and from the day of the date hereof, and shall continue in force until the 30th day of June, 1938.

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

The Wellington City Ships' Tally Clerks'
Industrial Union of Workers—
J. N. ISAACS, President.
A. E. GLENSOR, Secretary.

Witness to above signatures—W. Bennett.

Blue Star Line (N.Z.), Ltd., Wellington—
W. T. RAE, Manager.

Witness to above signature—H. Rainey.

Burns, Philp, and Co., Ltd., Wellington—
C. C. BRADY.

Witness to above signature—H. Rainey.

Canterbury Steam Shipping Co., Ltd.,
Wellington—
N. R. MUIR.

Witness to above signature—H. Rainey.

Coastal Shipping Co., Ltd., Wellington—
W. BENNETT, Director.

Witness to above signature—H. Rainey.

Commonwealth and Dominion Line, Ltd. (Port
Line), Wellington—
WARWICK GREGORY.

Witness to above signature—H. Rainey.

Federal Steam Navigation Co., Wellington—
A. D. BAYFEILD.

Witness to above signature—H. Rainey.

Gannaway and Co., Ltd., Glasgow Wharf,
Wellington—
H. A. McLEOD.

Witness to above signature—H. Rainey.

- Holm and Co., Ltd., Wellington—
S. HOLM.
Witness to above signature—H. Rainey.
- Huddart Parker, Limited—
N. D. McLEAN, Wellington Manager.
Witness to above signature—J. M. Key.
- Montreal-Australia-New Zealand Line, Ltd.,
Wellington—
W. M. LUKE.
Witness to above signature—H. Rainey.
- New Zealand Shipping Co., Ltd., Wellington—
A. H. SINEL.
Witness to above signature—L. A. Skeet.
- Richardson and Co., Ltd., Wellington—
C. M. HOWARD.
Witness to above signature—H. Rainey.
- Shaw, Savill, and Albion Co., Ltd., Wellington—
JAMES FINDLAY.
Witness to above signature—Eoin Fraser.
- Geo. H. Scales, Ltd., Wellington—
W. LUKE, Manager.
Witness to above signature—H. Rainey.
- Union Steam Ship Co. of New Zealand, Ltd.,
Wellington—
J. N. GREENLAND, General Manager.
Witness to above signature—G. G. McFarlane.
- T. and W. Young, Wellington—
J. P. HOOPER.
Witness to above signature—H. Rainey.
- Westport Coal Co., Ltd., Wellington—
A. HAMILTON.
Witness to above signature—H. Rainey.
- Wright, Stephenson, and Co., Ltd., Wellington—
S. WHITEHEAD.
Witness to above signature—H. Rainey.
- The Wellington Waterside Employers' Union
Industrial Union of Employers, "X" Store,
Queen's Wharf, Wellington—
W. BENNETT.
Witness to above signature—H. Rainey.