

TIMARU **TALLY CLERKS.**—AWARD.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the Timaru Waterside Tally Clerks' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Canterbury Farmers' Co-operative Association, Ltd.,
Timaru.

Canterbury Frozen Meat Co., Ltd., Timaru.

Mill, John, Co., Ltd., Timaru.

New Zealand Refrigerating Co., Ltd., Timaru.

Shaw, Savill, and Albion Co., Ltd., Timaru.

Sommerville, H. J. R., Co., Timaru.

Tapley, H. L., Co., Timaru.

Turnbull, D. C., Co., Timaru.

Union Steamship Co., Ltd., Timaru.

Westport Coal Co., Ltd., Timaru.

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 30th day of June, 1938, 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 26th day of May, 1937.

[L.S.]

E. H. NORTHCROFT, Judge.

SCHEDULE.

Definition of Tally Clerks' Duties.

1. (a) Tally clerks' duties shall be to receive, deliver, and 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.

Double Gangs.

2. (a) In loading any class of cargo bearing one mark, or unbranded, or on which at the discretion of the employer marks are not essential, tally clerks engaged shall, if required, tally two gangs, provided always that such two gangs are worked by one gear.

(b) Except as mentioned in subclause (a) hereof, when two gangs are being worked by one gear, and in the opinion of the employer two tally clerks are necessary, then, should there be a shortage of tally clerks and one clerk tallying two gangs, time and a half shall be paid at ordinary or overtime rates, as the case may be.

Hours of Work.

3. The ordinary hours of work shall be from 8 a.m. to 12 noon, and from 1 p.m. to 5 p.m. Mondays to Fridays, both inclusive. All other time, with the exception of meal-hours and Saturdays as hereinafter provided for, shall be classed as overtime.

Wages.

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

(b) Overtime rates, Mondays to Fridays, 6 p.m. to 10 p.m., time and a half rates.

(c) Special overtime, 10 p.m. to 7 a.m., and meal-hours, double ordinary rates.

(d) Saturdays: 8 a.m. to 12 noon, time and a quarter rates; 1 p.m. to 5 p.m., double rates.

(e) *Meal-hours.*—Tally clerks shall work meal-hours if required to do so, and shall be paid double time for each hour or fraction thereof; minimum fraction, half an hour.

Place of Engagement.

5. Tally clerks shall be engaged at north end of Strathallan Hall.

Time of Engagement.

6. Tally clerks shall be engaged between the hours of 8 a.m. and 9.30 a.m., including nomination call; Saturdays, 8 a.m. to 10 a.m.

Holidays.

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

(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 (which shall be observed on the same day as the friendly societies' picnic) 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 award shall apply to such other day instead of the original day.

Period of Engagement.

8. (a) If tally clerks are ordered back to work overtime they shall be paid for a period of not less than two hours on Mondays to Fridays (both inclusive), and three hours on Saturdays between 1 p.m. and 5 p.m.

(b) Men ordered down to commence work at 6 p.m. shall be paid a minimum of three hours; on Saturdays at 1 p.m. a minimum of four hours; and on Mondays to Fridays, between the hours of 8 a.m. and 5 p.m., a minimum of two hours.

(c) Tally clerks who are ordered back and attend after the midday meal shall receive a minimum of one hour's pay, or if ordered back for next day shall receive a minimum of two hours' pay.

(d) Notwithstanding anything to the contrary herein contained, if a tally clerk is engaged to work a meal-hour only, he shall be paid a minimum of two hours—that is to say, one hour at meal rate and one hour at the rate applicable after the meal-hour.

(e) Tally clerks shall stand by if required by the employer for the minimum period for which they are being paid.

(f) The employers may cancel an order for overtime at any time before 5 p.m., Monday to Friday, both inclusive, or before 12 noon on Saturday, and in such case tally clerks shall be paid an hour at ordinary rate for the class of cargo they are engaged for.

Transfers.

9. (a) It shall not be permissible to transfer tally clerks from one ship or job while other equally qualified tally clerks are available.

(b) This clause shall not apply to tally clerks who have finished a ship or 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.

(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 job or ship.

(e) When work is continuous under the same employer, and the first job completed, 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.

Tallying Coal.

10. (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 the tare of trucks only is required, one tally clerk shall be deemed sufficient for one ship.

Workers to be Members of Union.

11. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award, 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 award: Provided, however, that any non-unionist may be continued in employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done, and is ready and willing to undertake it.

If by force of circumstances a non-unionist is engaged on any vessel he may be replaced at meal-hour breaks when union members are available.

(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 award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

Limitation of Membership.

12. 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 award, and the membership of the union shall be limited to the number agreed upon.

Application of Award.

13. This award 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 a ship's crew, or winchmen, but, notwithstanding such provisions, the tallying of bunker coal into overseas steamers shall be given to tally clerks as hitherto. All clerical work done in connection with receiving and delivery of cargo shall be performed by tally clerks who are members of the union, unless it is performed by permanent employees solely or usually on this class of work on the waterfront or by ships' pursers or ships' officers.

Matters not provided for.

14. The essence of this award 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 concerning the provisions of this award shall arise between the parties bound by this award, 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.

Scope of Award.

15. This award shall apply to and bind the parties named herein.

Term of Award.

16. This award in so far as it relates to wages shall be deemed to have come into force on the 1st day of January, 1937, 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 30th day of June, 1938.

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 26th day of May, 1937.

[L.S.]

E. H. NORTHCROFT, Judge.

MEMORANDUM.

This award embodies, with minor verbal alterations, the recommendations arrived at by the assessors in Conciliation Council.

E. H. NORTHCROFT, Judge.