

WELLINGTON SHIPS' TALLY CLERKS—INDUSTRIAL
AGREEMENT

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the industrial agreement, made on the 16th day of December, 1949, between the Wellington City Ships' Tally Clerks' Industrial Union of Workers and Blue Star Line (N.Z.) Ltd., Wellington, and others.

WHEREAS by the Economic Stabilization Emergency Regulations 1942 it is provided that no industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, shall come into force until it is filed under section 28 of the said Act: And whereas it is provided further that no such industrial agreement shall be accepted by a Clerk of Awards for filing as aforesaid unless it has been approved by the Court for the purposes of the said regulations: And whereas application has been made for approval of the industrial agreement made on the 16th day of December, 1949, between the Wellington City Ships' Tally Clerks' Industrial Union of Workers, of the one part, and Blue Star Line (N.Z.) Ltd., Wellington, and others, of the other part: Now therefore, the Court, having had regard to and having taken into consideration the matters and things as required by the said regulations, doth hereby approve the said industrial agreement for the purposes of the said regulations.

Dated this 20th day of December, 1949.

[L.S.]

A. TYNDALL, Judge.

WELLINGTON SHIPS' TALLY CLERKS'—INDUSTRIAL AGREEMENT

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 16th day of December, 1949, 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
Canterbury Steam Shipping Co., Ltd., Wellington
Federal Steam Navigation Co. Ltd., Wellington
Gannaway and Co. Ltd., Glasgow Wharf, Wellington
Holm and Co. Ltd., Customhouse Quay, Wellington
Huddart Parker Co. Ltd., Wellington
Montreal—Australia—New Zealand Line Ltd., Maritime
Buildings, Wellington

New Zealand Shipping Co. Ltd., Maritime Buildings,
Wellington

Port Line Ltd., Maritime Buildings, Wellington

Richardson and Co. Ltd., 166 Featherston Street,
Wellington

Scales, Geo. H. (Pacific) Ltd., Wellington

Shaw, Savill and Albion Co. Ltd., Wellington

Union Steam Ship Co. of New Zealand Ltd., Wellington

Wright, Stephenson and Co. Ltd., Wellington

Young, T. and W., Wellington

Wellington Waterside Employers' Union Industrial
Union of Employers, Maritime Buildings, Custom-
house Quay, Wellington

(hereinafter called "the employer"), 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., 4s. 1½d. 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 on Thursday of each week as early as practicable.

Clerks in Charge

3. (a) Clerks in charge and engaged as such employed on overseas ships trading beyond Australia and/or New Zealand shall be paid 6d. per hour extra, ordinary and overtime.

(b) A chief clerk to be in charge of one ship only.

Overtime and Meal-hour Rates

4. (a) Ordinary overtime Mondays to Fridays, both inclusive, 6 p.m. to 10 p.m., 6s. 2½d. per hour.

(b) Special overtime, 10 p.m. to 8 a.m., 8s. 3d. per hour.

(c) Work performed in meal hours shall be paid for at the rate of 8s. 3d. per hour.

(d) Where a worker is ordered back and attends or is transferred from a job finishing after noon and before 5 p.m. and attends for overtime at 6 p.m. or later or at 1 p.m. on Saturdays, he shall be paid the sum of 2s. 6d. meal-money, provided that where meals are supplied the 2s. 6d. meal-money shall not be paid.

Saturday Work

5. The rate of pay for Saturday work shall be time and a half 6s. 2½d. from 8 a.m. to noon, and special overtime, 8s. 3d. from 1 p.m. onwards.

The rate of pay for meal-hour Saturdays shall be 10s. per hour.

Time and Place of Engagement

6. All tally clerks required shall be engaged from and after 8 a.m. until 10.30 a.m. at the tally clerks' room, King's Wharf. Tally clerks may be nominated during the above hours and shall attend between 1 p.m. and 1.30 p.m. at the place of engagement. Such nomination shall be either confirmed or cancelled not later than 1.30 p.m. If the nomination is cancelled, no payment shall be made.

Tally clerks required at short notice for special or unforeseen jobs may be engaged outside of the above place and hours: but this shall not give the employer the right of indiscriminate engagement outside the place and hours stipulated.

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.

(b) Tally clerks who are ordered back and attend after 1 p.m. shall receive a minimum of two hours' pay. Clerks ordered down or back for 6 p.m. Monday to Friday inclusive to be paid a minimum of three hours. When ordered back for 1 p.m. Saturday a four-hour minimum to be paid, and

when ordered down for a new job commencing Saturday afternoon a four-hour minimum to be paid. The above minima to be 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 Saturdays, Sundays or holidays shall, whenever possible, be engaged or nominated during the previous period of engagement as prescribed by clause 6 and shall be paid a minimum of four hours and if ordered back for 1 p.m. or later a further four hour minimum to be paid.

(d) Clerks ordered down or back for night shifts to be paid a minimum of eight hours if work commences or if they are retained, and a minimum of four hours if no work is done and they are released.

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.

(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) That when clerks are engaged for a discharging ship they shall not be relieved by any other clerk employed under this agreement until the tallying required at the hatch to which they are allotted is finished.

On loading ships, clerks may be placed or dispensed with at the discretion of the chief clerk, provided they shall not be relieved by any other clerk employed under this agreement who was not originally engaged on that ship. Notwithstanding the above, no clerk shall be relieved by any clerk employed under this agreement on that ship to take an engagement on any other ship except in the case of a clerk who may be required to act as chief clerk of another ship, provided that the original clerk or clerks are satisfactory.

(e) Except as provided in clause 11, tally clerks when engaged as cargo watchmen or timekeepers shall be subject to the rates of pay and conditions of this agreement.

Except for the right of ships' personnel to be employed as cargo watchmen, tally clerks shall be given preference for such work, provided that where a non-unionist is engaged for such work through a unionist not being available, such non-unionist shall, at the discretion of the employer be allowed to finish the job for which he was engaged.

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

(g) No tally clerk having started a job shall leave same, without the permission of the employer, before the job is completed.

(h) When tally clerks are required to work overtime between 6 p.m. and 10 p.m. notice to work such overtime shall be given not later than 4 p.m.

For overtime Saturday afternoon the order is to be given not later than 11 a.m. When tally clerks are required to work meal-hours they will be notified fifteen minutes before the commencement of the meal-hour.

(i) No company to engage twenty-four hours ahead on week-days, except for Sundays and holidays, unless a minimum of four hours is paid on the day of engagement.

(j) A relieving clerk shall be engaged when six or more clerks are employed.

Travelling Time

9. (a) 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. Tram fares shall be allowed both ways except when conveyance provided.

(b) Transport shall be provided or compensation made in lieu thereof by the employer when tally clerks are required to commence work or cease work at times when the usual means of conveyance are not available.

Holidays

10. (a) All work done on Sundays, New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Christmas Day, Boxing Day, Anniversary Day, the Sovereign's birthday, and the waterside workers' picnic day shall be paid for at the rate of double ordinary time—viz. 8s. 3d. per hour.

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

(c) Each worker who is employed or who attends for employment on eight working days during the twelve working days immediately preceding any of the undermentioned holidays, and who is listed by the employers and union as regularly attending and following ship work for a livelihood, shall

receive payment for the holiday of eight hours at the ordinary time rate of pay: New Year's Day, Anniversary Day or the day usually observed in lieu thereof, Good Friday, Easter Monday, Sovereign's birthday, Labour Day, Christmas Day, Boxing Day, Anzac Day: Provided that where a worker is entitled to payment for any of these holidays through his employment off the waterfront the amount paid to him for such holidays shall be deducted from the amount due to him under this agreement.

(d) (1) A record of the total hours paid for each tally clerk in each pay week for work performed under the Wellington Ships' Tally Clerks' Industrial Agreement shall be kept by the employers.

(2) Each tally clerk shall qualify for an annual holiday of two weeks after serving in the industry for twelve months as from 1st August each year, provided the total number of hours recorded as having been paid to him total 1,800.

(3) Payment for the holiday shall be made on the basis of 44 hours per week at the ordinary time rate as prescribed by the Wellington Ships' Tally Clerks' Industrial Agreement.

(4) Tally clerks who at the 1st August each year, have recorded less than 1,800 hours shall be granted a holiday in the proportion of the number of hours worked to 1,800.

(5) Any tally clerk who has not qualified for the full holiday by recording 1,800 hours may claim and be granted the full holiday provided it can be shown that his failure to work the 1,800 hours was not occasioned by his own absence from the waterfront when work was available.

(6) An allowance of up to 1,200 working hours, shall be made to tally clerks who are absent from the waterfront on compensation on account of injury sustained in the industry.

(7) In the event of any claim being made for payment for the full holiday for a tally clerk who has worked less than the 1,800 hours this, if not granted by the employers, shall be referred to a committee consisting of two representatives of the union and two representatives of the employers to decide and should they fail to agree the claim shall be referred to the Waterfront Industry Commission.

(8) Any tally clerk who fails to qualify for the full holiday pay by working less than 1,800 hours shall not be granted more than the proportionate holiday he has earned if it can be shown that he has worked within a year elsewhere than on the waterfront under the Wellington Ships' Tally Clerks' Industrial Agreement, such other working having entitled him to a holiday payment to an extent which would return to him the equivalent of a full two weeks holiday in the year.

(9) In the event of a tally clerk leaving the industry before the completion of any full period of 12 months he shall be allowed proportionate holiday pay.

(10) Annual holiday may be granted to the worker at any time within six months after he has become entitled to it by recording 1,800 hours provided that qualifying hours for the following year's holiday shall not count until 1st August or the first day of pay week nearest to 1st August in any year.

(11) By agreement between the employer and tally clerk the holiday may be granted in two periods of one week each and the holiday, or any such part thereof, may be taken wholly or partly in advance.

(12) Annual holidays shall be so spread amongst the tally clerks as to ensure an adequate number of members being available at all times for the work required to be performed. If any question arises as to the number of tally clerks to be absent on holiday leave at the one time, the matter shall be decided by a committee of two representatives of the union and two representatives of the employers.

(13) *Non-unionists.*—Clause 5 of the Annual Holiday Act, 1944 to apply.

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 half an 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 clerks cease tallying or as follows:—
 - (i) If the tallying ceases during the ordinary working-hours or up to and including 5 p.m., 4s. 1½d. per hour;
 - (ii) If the tallying ceases during meal-hours or between 6 p.m. and 10 p.m., Mondays to Fridays, both inclusive, 6s. 2¼d. per hour;
 - (iii) If the tallying ceases after 10 p.m. Mondays to Fridays, both inclusive, or after noon Saturdays, 8s. 3d. per hour.
- (e) When owing to wet or windy weather no tallying is done on a job on any one day on which a tally clerk is employed, no signing-up time shall be paid:
- (f) No signing-up time to be paid to tally clerks when engaged as cargo watchmen.

Transfer of Labour

12. When no tally clerks are available at the place of engagement, tally clerks may be transferred at any time or place to or from any job or ship as required by the employer provided that they are either kept on continuous pay or paid a retaining fee of one hour at ordinary time.

Workers to be Members of Union

13. (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 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 an adult.

Matters Not Provided For

14. 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

15. 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 officers 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 casual 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 ship's pursers or ship's officers.

Term of Agreement

16. This agreement shall come into force from the day of the date hereof, and shall continue in force for a period of two years therefrom.

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—

W. B. BRADLEY, President.
L. AVERY, Secretary.

Witness to above signatures—E. Bradnock.

Blue Star Line (N.Z.) Ltd.—

For Blue Star Line (N.Z.) Ltd.:

K. H. CHURCHOUSE, Manager.

Witness to above signature—J. V. Kean.

Canterbury Steam Shipping Co. Ltd.—

For and on behalf of The Canterbury

Steam Shipping Company Ltd.:

N. R. MUIR.

Witness to above signature—J. V. Kean.

Federal Steam Navigation Co. Ltd.—

T. S. MARCHINGTON.

Witness to above signature—J. V. Kean.

Gannaway and Co. Ltd.—

Gannaway and Co. Ltd.:

S. A. SCOTLAND.

Witness to above signature—J. V. Kean.

Holm and Co. Ltd.—

J. F. HOLM.

Witness to above signature—J. V. Kean.

Huddart Parker Co. Ltd.—

N. D. McLEAN.

Witness to above signature—J. V. Kean.

Montreal—Australia—New Zealand Line Ltd.—

R. V. TAYLOR.

Witness to above signature—J. V. Kean.

The New Zealand Shipping Co. Ltd.—

The New Zealand Shipping Company
Limited:

F. W. SPITE, General Manager.

Witness to above signature—J. V. Kean.

Port Line Ltd—

N. D. BINNIE.

Witness to above signature—J. V. Kean.

Richardson and Co. Ltd.—

Johnston and Co. Ltd.:

C. M. HOWARD.

Witness to above signature—J. V. Kean.

Shaw, Savill and Albion Co. Ltd.—

E. FRASER.

Witness to above signature—J. V. Kean.

Scales, Geo. H. (Pacific) Ltd.—

T. G. COVENEY.

Witness to above signature—J. V. Kean.

Union Steam Ship Co. of New Zealand Ltd.—

K. BELFORD.

Witness to above signature—R. T. Goddard.

Wright, Stephenson and Co. Ltd.—

Per Pro Wright, Stephenson and Co., Ltd.:

R. S. McINNES.

Witness to above signature—J. V. Kean.

Young, T. and W.—

T. and W. Young Ltd., Wellington:

J. P. HOOPER.

Witness to above signature—J. V. Kean.

Wellington Waterside Employers' Union Industrial Union
of Employers—

M. T. HOLM.

Witness to above signature—J. V. Kean.