

**NAPIER SHIPS' TALLY CLERKS—INDUSTRIAL AGREEMENT**

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Economic Stabilization Regulations 1950; and in the matter of the industrial agreement, made on the 13th day of April, 1950, between the Napier Ships' Tally Clerks' Industrial Union of Workers and Blue Star Line (N.Z.), Ltd., Napier, and others.

WHEREAS by the Economic Stabilization Regulations 1950 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 the approval of the industrial agreement made on

the 13th day of April, 1950, between the Napier Ships' Tally Clerks' Industrial Union of Workers, of the one part, and Blue Star Line (N.Z.), Ltd., Napier, 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 26th day of May, 1950.

[L.S.]

A. TYNDALL, Judge.

#### NAPIER SHIPS' TALLY CLERKS—INDUSTRIAL AGREEMENT

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 13th day of April, 1950, between the Napier Ships' Tally Clerks' Industrial Union of Workers (hereinafter called the union) of the one part, and—

Blue Star Line (N.Z.) Ltd., Napier.

Federal Steam Navigation Co. Ltd.

N.Z. Shipping Co. Ltd.

Union S.S. Co. of N.Z. Ltd.

Port Line Ltd.

Richardson & Co. Ltd.

Shaw, Savill, and Albion Co. Ltd.

N.Z. Port Employers' Assn.

(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. On Saturdays the hours of work shall be from 8 a.m. to noon, for which a special payment is hereinafter provided.

*Wages*

2. Ordinary time Mondays to Fridays, both inclusive, 8 a.m. to 12 noon, and 1 p.m. to 5 p.m., 4s. 0½d. 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.

*Overtime and Meal-hour Rates*

3. (a) Ordinary overtime Mondays to Fridays, both inclusive, 6 p.m. to 10 p.m., 6s. 0¾d. per hour.

(b) Special overtime, 10 p.m. to 8 a.m., 8s. 1d. per hour.

(c) When tally clerks are actually engaged tallying cargo during meal-hours they shall be paid at the rate of 8s. 1d. 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*

4. The rate of pay for Saturday work shall be 6s. 0¾d. from 8 a.m. to noon, and special overtime 8s. 1d. from 1 p.m. to 5 p.m.

*Time and Place of Engagement*

5. The present system of engaging tally clerks by telephone shall continue, and the employer shall have the right to cancel the engagement before the time of commencement of the job without incurring the minimum payments provided for in clause 6.

*Period of Engagement*

6. (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 back for 6 p.m. Monday to Friday inclusive to be paid a minimum of three hours, provided that if work continues beyond 9 p.m. a four-hour minimum shall apply. Clerks ordered down for a 6 p.m. start to be paid a minimum of three hours.

(c) Clerks ordered back for 1 p.m. Saturday to be paid a minimum of three hours, and when ordered down for a new job commencing Saturday afternoon a four-hour minimum to be paid.

(d) 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, and if ordered back for 1 p.m. or later a further four-hours minimum to be paid.

(e) 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 down and they are released.

*Holidays*

7. (a) All work done on Sundays, New Year's Day, 2nd January, Good Friday, Easter Monday, Anzac Day, Labour Day, Christmas Day, Boxing Day and the Sovereign's birthday shall be paid for at the rate of double ordinary time—viz., 8s. 1d. 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 union member shall have stamps to the value of 1s. 5d. placed on Workers' Annual Holiday Card for every paid hour to cover payment for the undermentioned holidays: New Years' Day, 2nd January, Good Friday, Easter Monday, Sovereign's birthday, Labour Day, Christmas Day, Boxing Day, Anzac Day.

*Annual Holidays*

8. Annual holidays shall be granted in accordance with the provisions of the Annual Holidays Act, 1944.

*Hold Watchmen*

9. All the foregoing rates of pay and conditions shall apply to clerks employed as cargo watchmen in the holds of vessels, and preference shall be given to union members for this work in accordance with clause 10 of this schedule.

*Preference*

10. Members of the union to have preference of employment for all work covered by this agreement, and it shall not be lawful for any employer bound by this agreement to employ, or continue to employ, in any position or employment any person who is not for the time being a member of the union, provided there are members of the union available who are willing and competent to perform the particular work required to be done. It is agreed that if by force of circumstances a non-unionist is engaged on any vessel or job he will be permitted to complete the day's work.

*Application of Agreement*

11. This agreement shall apply only to casual tally clerks employed from day to day or from hour to hour, and shall not apply to weekly or permanent employees; and nothing contained in this agreement shall operate to prevent the tallying of any class of cargo by ship's officers and/or pursers, and/or members of the ship's crew, or the tallying by winchmen of coal out of or into colliers and/or hulks, or from or on the wharves or railway trucks, but, notwithstanding the provisions of the above clause, it is agreed that the tallying of bunker coal into oversea vessels shall be given to members of the union.

*Terms of Agreement*

12. This agreement shall come into force on and from 13th April, 1950, and shall continue to be in force for a period of two years from that day.

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

The Napier Ships' Tally Clerks' Industrial Union of Workers—

F. J. CARROLL, President.

A. W. GOUGH, Secretary.

Witness to above signatures—N. Mahoney.

Blue Star Line (N.Z.) Ltd.—

A. W. APPERLEY.

Witness to above signature—R. M. Gillies.

Federal Steam Navigation Co. Ltd.—

T. W. BULL.

Witness to above signature—D. A. Irwin.

New Zealand Shipping Co. Ltd.—

T. W. BULL.

Witness to above signature—D. A. Irwin.

Union S.S. Co. of N.Z. Ltd.—

Union Steam Ship Co. of N.Z. Ltd.:

H. V. BELL, Manager.

Witness to above signature—A. A. Sinclair.

Port Line Ltd.: Williams & Kettle Ltd.—

Williams & Kettle, Ltd.:

S. V. AYLING.

Witness to above signature—R. H. Austin.

Richardson & Co. Ltd.—

Richardson & Co., Ltd.:

K. McLEAY, Managing Director.

Witness to above signature—S. A. Bradshaw.

Shaw, Savill, & Albion Co., Ltd.—For the Shaw, Savill, & Albion Coy. Ltd.; *per pro* Murray, Roberts & Co. Ltd., Agents—

H. TONKIN.

Witness to above signature—I. B. Heath.

New Zealand Port Employers' Association—

A. A. SINCLAIR, Secretary.

Witness to above signature—I. B. Heath.