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**OTAGO AND SOUTHLAND SHIPPING FOREMEN AND ASSISTANT FOREMEN—
INDUSTRIAL AGREEMENT**

[Filed in the Office of the Clerk of Awards, Dunedin]

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 1st day of February 1960, between the Otago and Southland Shipping Foremen's and Assistant Foremen's Industrial Union of Workers, (hereinafter called "the union") of the one part and:

The Dunedin Wool Dumping Co. Ltd., Dunedin
The New Zealand Shipping Co. Ltd., Dunedin
The New Zealand Shipping Co. Ltd., Invercargill
Keith Ramsay Ltd., Dunedin
Shaw Savill and Albion Co. Ltd., Dunedin
Shaw Savill and Albion Co. Ltd., Bluff
The Southland Stevedoring Co. Ltd., Bluff
Tapley Swift Shipping Agencies Ltd., Dunedin
Union Steam Ship of New Zealand Ltd., Dunedin
Union Steam Ship of New Zealand Ltd., Invercargill
Otago and Southland Waterside Employers Industrial Union of Employers, 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 a 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

FOREMEN STEVEDORES' AND FOREMEN WHARFINGERS' SECTION

Hours of Work

1. The ordinary hours of work shall be from Monday to Friday inclusive, 8 a.m. to noon and 1 p.m. to 5 p.m. All other time other than meal hours shall be classed as overtime.

	<i>Wages</i>		Per Week		
			£	s.	d.
2. (a) Foremen stevedores	16	11	1
Foremen wharfingers	15	18	4

(b) The minimum wages above prescribed shall be deemed to be weekly wages, and no deduction shall be made from the same, except for time lost through the worker's own default, accident or sickness.

Travelling Time between Port Chalmers and Dunedin

3. When foremen living in Port Chalmers or Dunedin are required to work in either of these ports other than that which is classed by their employer as their home port, they shall be paid train fares by the employer, and if required to travel outside the working hours for which they are paid they shall be allowed three quarters of an hour each way travelling time to be paid for at the rate of ordinary time and one-half.

Meal Money

4. Foremen shall be entitled to payment of meal money on the following conditions:

- When required under clause 3 to work away from their home port.
- When required to work at Ravensbourne unless conveyance to Dunedin or a meal is provided.
- When required to work at their home port after 6 p.m. on any day or after 1 p.m. on Saturdays or on Sundays and holidays.
- Meal money payments will be at the rate of 5s. per meal.

Meal Hours

5. For work performed in the dinner hour Monday to Friday both inclusive, foremen shall be paid an additional hour's pay at ordinary time rate.

For work performed in the tea hour, or dinner hour on Saturdays, Sundays or holidays, foremen shall be paid an hour's pay at double ordinary time rate.

Overtime

6. Overtime shall be worked as required by the employer, and shall be paid for as follows:

Ordinary time and one-half: 6 p.m. to 9 p.m. Mondays to Fridays inclusive. 8 a.m. to 11 a.m. on Saturdays.

Double ordinary time: between 9 p.m. and 7 a.m. and on Sundays, holidays, between 11 a.m. and noon on Saturdays, and after 1 p.m. on Saturdays.

In lieu of payment for all or any portion of overtime worked between the hours of 6 p.m. to 9 p.m. Mondays to Fridays inclusive, an employee may elect to take time off, subject to agreement with his employer, to the extent of one and a half hours for each hour of such overtime worked.

Such time off to be taken at a time to be mutually agreed on between the employer and employee.

<i>Minimum Period of Call Out</i>	<i>Minimum Periods</i>
7. Monday to Fridays (both inclusive) after 6 p.m.	three hours
Saturday mornings	four hours
Saturdays - after 1 p.m.	four hours
Sundays or holidays - 8 a.m. to noon	four hours
Sundays or holidays - after 1 p.m.	four hours
Saturdays, Sundays or holidays - berthing of ship only	three hours

When a meal hour is worked and the foreman is ordered back after the meal break this minimum period is reduced by one hour in each case.

Holidays

8. (a) The holidays throughout the year shall be: Christmas Day, Boxing Day, New Year's Day, 2 January (in lieu of Anniversary Day), Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, and the Waterside Workers' Picnic Day, and for work performed on these days and Sundays double time in addition to the weekly wage shall be paid.

(b) If any of the prescribed holidays (except Anzac Day) falls on a Saturday or a Sunday, the holiday shall be paid for on the next succeeding working day or days.

(c) *Annual Holidays*—All employees covered by this agreement shall be entitled to three weeks annual holiday per annum: annual holidays are to be taken at a time to be mutually agreed on.

WOOL STORE SECTION

Hours of Work

9. The ordinary hours of work shall be from Mondays to Fridays inclusive 8 a.m. to noon and 1 p.m. to 5 p.m. All other time other than meal hours shall be classed as overtime.

Wages

10. (a) Wool dumping store foremen and men in charge of wool dumping machinery - £16 11s. 1d. per week.

(b) The minimum wages above prescribed shall be deemed to be weekly wages and no deduction shall be made from the same except for time lost through the worker's own default, accident or sickness.

Travelling Time between Port Chalmers and Dunedin

11. When foremen living in Port Chalmers or Dunedin are required to work in either of these ports other than that which is classed by the employer as their home port, they shall be paid train fares by the employer, and if required to travel outside the working hours for which they are paid they shall be allowed three quarters of an hour each way travelling time to be paid for at the rate of ordinary time and one-half.

Meal Money

12. Foremen shall be entitled to the payment of meal money on the following conditions:

(a) When required under clause 11 to work away from their home port.

(b) When required to work at their home port after 6 p.m. on any day, or after 1 p.m. on Saturdays, Sundays and holidays.

(c) Meal money payments will be at the rate of 5s. per meal.

Meal Hours

13. For work performed in the dinner hour, Monday to Friday both inclusive, foremen shall be paid an additional hour's pay at ordinary time rate.

For work performed in the tea hour, or dinner hour on Saturdays, Sundays or holidays, foremen shall be paid an hour's pay at double ordinary time rate.

Overtime

14. Overtime shall be worked as required by the employer, and shall be paid for as follows:

Ordinary time and one-half: 6 p.m. to 9 p.m. Mondays to Fridays inclusive.
8 a.m. to 12 noon on Saturdays.

Double ordinary time: between 9 p.m. and 7 a.m. and on Sundays, holidays and after 1 p.m. on Saturdays.

In lieu of payment for all or any portion of overtime worked between the hours of 6 p.m. to 9 p.m. Mondays to Fridays inclusive, an employee may elect to have time off, subject to agreement with his employer, to the extent of one and a half hours for each hour of such overtime worked.

Such time off to be taken at a time to be mutually agreed on between the employer and employee.

Minimum Periods of Call Out

	Minimum Periods
15. Mondays to Fridays (both inclusive) after 6 p.m.	three hours
Saturday mornings	four hours
Saturdays - after 1 p.m.	four hours
Sundays or holidays - 8 a.m. to 12 noon	four hours
Sundays or holidays - after 1 p.m.	four hours

When a meal hour is worked and the foreman is ordered back after the meal break the minimum period is reduced by one hour in each case.

Holidays

16. (a) The holidays throughout the year shall be: Christmas Day, Boxing Day, New Year's Day, 2 January (in lieu of Anniversary Day), Good Friday, Easter Monday, Anzac Day, Labour Day and the birthday of the reigning Sovereign, and for work performed on these days and Sundays double time in addition to the weekly wage shall be paid. In lieu of Waterside Workers' Picnic Day each wool store foreman or man in charge of wool dumping machinery shall be granted a day's holiday at a convenient time to be mutually agreed between employer and employee.

(b) If any of the prescribed holidays (except Anzac Day) falls on a Saturday or Sunday, the holiday shall be paid for on the next succeeding working day or days.

(c) *Annual Holidays*—All employees covered by this agreement shall be entitled to three weeks' annual holiday per annum. Annual holidays are to be taken at a time to be mutually agreed on.

APPLICABLE TO BOTH SECTIONS

Duties

17. Employees covered by this agreement shall perform the duties which have customarily been carried out by them in the past and work in the gear stores as required.

Payment of Wages

18. All wages and expenses shall be paid weekly or by mutual agreement.

Work in Outports

19. (a) Dunedin and Port Chalmers are not to be treated as outports in relation to each other.

(b) When employees are instructed to proceed to any outport they shall be paid 12s. 6d. per day Mondays to Saturdays inclusive and 25s. on Sundays in addition to the weekly wages prescribed in clause 2 (a) and 10 (a) for each day they are away from their home port, and further they shall be provided with meals, first-class fare and sleeping accommodation. In calculating the days to be paid for, the days occupied in travelling to and from the outport shall be counted as full days.

(c) When travelling to outports, as described in sub-clause (b) of this clause, the following payments shall be made in addition to the amounts provided for in the said sub-clause (b):

	£	s.	d.
(i) Travelling between the hours of 7 a.m. and 11 p.m. on Sundays or any of the holidays provided for in sub-clause (a) of clauses 8 and 16	1	10	0
(ii) Travelling between the hours of 11 p.m. Sundays and 7 a.m. Mondays		10	0
(iii) Travelling between 11 p.m. Saturday and 7 a.m. Sunday	1	10	0
(iv) Travelling between 8 a.m. and 11 p.m. Saturday	1	0	0
(v) Travelling between 12 noon and 11 p.m. Saturday		10	0

Requirements of Economic Stabilisation Regulations

20. No worker bound by this award shall in any week be paid a lesser amount by his employer than the worker would have been entitled to be paid under this award if it had specifically applied the general order of the Court dated 18 September 1959 otherwise than by incorporation pursuant to the pronouncement of the Court dated 18 September 1959.

Matters Not Provided For

21. Should any dispute arise in connection with any matter not provided for in this agreement, or any matter arising out of or connected therewith between the parties, the same shall be referred to the particular employer concerned and the president and secretary of the union, and failing in agreement being reached, the dispute shall be referred to the local Conciliation Commissioner for decision. Either party if dissatisfied with the decision of the Conciliation Commissioner may appeal to the Court of Arbitration upon giving notice of such appeal to the other party within 14 days after the decision has been given by the Conciliation Commissioner.

Worker to be Member of Union

22. (a) It shall not be lawful for any employer bound by this agreement to employ or 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. 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.

(b) Nothing in this agreement shall prevent ships' officers from acting as relieving foremen or taking charge of the loading or discharging operations on their own ships.

(c) For the purpose of sub-clause (a) of this clause a person of the age of 18 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 21 years and upwards shall be deemed to be an adult.

Application of Agreement

23. This agreement shall apply to all foremen stevedores, foremen wharfingers, wool dumping store foremen, and men in charge of the dumping machinery employed at the ports covered by this agreement, but will not apply to wharf and stevedore superintendents.

Scope of Agreement

24. This agreement shall be limited in its scope to the ports of Oamaru, Port Chalmers, Dunedin and Bluff.

Term of Agreement

25. This agreement shall come into force from the day of the date hereof, and shall continue in force for a period of 18 months therefrom.

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

The Dunedin Wool Dumping Co. Ltd., Dunedin—

D. S. REID.

Witness to the above signature—J. Elliott.

The New Zealand Shipping Co. Ltd., Dunedin—

K. COCHRAN

Witness to the above signature—J. A. McPhail.

The New Zealand Shipping Co. Ltd., Invercargill—

P. MACGREGOR.

Witness to the above signature—N. G. Polson.

Keith Ramsay Ltd., Dunedin—

D. L. MILLAR.

Witness to the above signature—J. A. McPhail.

Shaw, Savill and Albion Co. Ltd., Dunedin—

R. BAY.

Witness to the above signature—J. A. McPhail.

Shaw, Savill and Albion Co. Ltd., Bluff—

O. B. DEANE.

Witness to the above signature—N. G. Polson.

The Southland Stevedoring Co. Ltd., Bluff—

J. A. HAMILTON.

Witness to the above signature—N. G. Polson.

Tapley Swift Shipping Agencies Ltd., Dunedin—

J. DE CLIFFORD.

Witness to the above signature—J. A. McPhail.

Union Steam Ship Co. of New Zealand Ltd., Dunedin—

A. J. M. LESLIE.

Witness to the above signature—J. A. McPhail.

Union Steam Ship Co. of New Zealand Ltd., Invercargill—

G. R. COLE.

Witness to the above signature—J. R. Woods.

The Otago and Southland Shipping Foremen's and Assistant Foremen's Industrial Union of Workers—

G. ROBERTSON.

J. H. MACANDREW, Secretary.

Witness to the above signature—J. A. McPhail.

The Otago and Southland Waterside Employers' Industrial Union of Employers, Dunedin—

J. A. MCPHAIL.

Witness to the above signature—E. Jeffery.
