

NAPIER SHIPS' TALLY CLERKS—INDUSTRIAL AGREEMENT

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

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, dated 28 June 1961, 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.

Dalgety and Co. Ltd.

Port Line Ltd.

The New Zealand Shipping Co. Ltd.

Richardson and Co. Ltd.

Shaw Savill and Albion Co. Ltd.

Union Steam Ship Co. of New Zealand Ltd.

New Zealand Port Employers' Association (Inc.).

(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 on the said parties, and they shall be deemed to be and are hereby incorporated to form part of this agreement.

2. The said parties hereto shall respectively do, observe and perform any 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

Definition of Duties

1. Tally clerks shall undertake tallying as and when required by the employer, in accordance with the terms of this agreement and such duties are defined as checking quantities, marks and condition of cargo, and duties incidental thereto. The work may, if required by the employer, include receiving, delivery transshipment and watching of cargo.

Ordinary Hours of Work

2. (a) The ordinary hours of work shall be from 8 a.m. to 12 noon and from 1 p.m. to 5 p.m. Monday to Friday both inclusive. All other time, with the exception of meal hours and Saturday morning work, shall be classed as overtime.

Saturday Morning Work

(b) The normal hours of work on Saturday morning shall be 8 a.m. to noon and shall be worked as required by the employer.

Rates of Remuneration

3. (a) *Ordinary Time*—Monday to Friday inclusive 8 a.m. to 12 noon and 1 p.m. to 5 p.m. 7s. 1½d. per hour.

(b) *Overtime*—Overtime shall be worked as required by the employer and shall be paid for as follows:

(i) *Ordinary Overtime*—Monday to Friday 6 p.m. to 9 p.m. One and half times ordinary rate of pay.

(ii) *Special Overtime*—9 p.m. to 7 a.m. Double ordinary time rate of pay.

(c) *Saturday Work*—8 a.m. to 11 a.m. One and half times ordinary rate of pay. 11 a.m. to noon double ordinary time rate of pay. 1 p.m. onwards double ordinary time rate of pay.

(d) *Sunday and Holiday Work*—In addition to any statutory holiday payment which may be applicable the following rates shall be paid for each hour employed:

(1) Christmas Day, Good Friday, Anzac Day and Sundays 15s. 3d. per hour.

(2) Other holidays as per clause 8 (a) of this agreement double ordinary time rate of pay.

(e) *Meal Hour Work*—Double ordinary time rate of pay, and any meal hour or part thereof shall be worked as may be required by the employer, and if the ship or job is not finishing during the meal hour the full hour shall be paid. If the ship or job is finishing during the meal hour and half an hour or less is worked, the full half-hour shall be paid. If more than half the meal hour is worked and the ship or job is finishing during the meal hour, the full meal hour shall be paid.

On Saturdays, Sundays and holidays the rate of pay for work performed during meal hours shall be 16s. 9d. per hour and the full hour shall be paid for.

4. *Meal Money*—Where a clerk 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 1 p.m. on Saturday, Sunday Holidays, Christmas Eve or New Year's Eve he shall be paid the sum of 5s. meal money, provided that where meals are supplied meal money shall not be paid.

5. *Clerks in Charge*—If a tally clerk is appointed to be clerk in charge he shall be paid the following additional rates per paid hour (ordinary and overtime);

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|----------------------------------|----|----|----|----|--------------|
| (a) Discharging overseas vessels | .. | .. | .. | .. | 8d. per hour |
| (b) Loading overseas vessels | .. | .. | .. | .. | 1s. per hour |

6. *Time and Place of Engagement*—The present system of engaging 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 7.

Periods of Engagement

7. (a) The minimum period of engagement shall be:

8 a.m. to noon	..	..	..	..	4 hours.
1 p.m. to 5 p.m.	..	..	..	..	4 hours.
6 p.m. to 9 p.m.	..	..	..	..	3 hours.

except where the meal hours are worked, in which case the minimum period following the meal hour shall be reduced by the actual time worked during the meal hour.

(b) 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.

(c) 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.

Holidays

8. (a) The following shall be observed as paid holidays: New Year's Day, 2 January, waterfront workers' picnic day, Good Friday, Easter Monday, Labour Day, Christmas Day, Boxing Day and the Sovereign's birthday. Anzac Day shall be observed in accordance with the Anzac Day Observance Act.

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

(c) Annual holidays shall be granted in accordance with the provisions of the Annual Holidays Act 1944.

(d) The method of payment and computation of annual and statutory holiday payments shall be as agreed upon from time to time between the parties hereto.

Special Cargo Rates

9. If any tally clerk is employed on a job where he is subject to unusual discomfort arising from the class of cargo he is tallying receiving or delivering, he shall be paid such extra rate as may be agreed upon with his employer. Watchmen employed in holds in which dusty cargo is being worked shall be paid an additional rate not less than half the amount paid to the watersiders working such cargo.

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 to 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 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 ships' officers and/or pursers and/or members of the ships' 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 overseas vessels shall be given to members of the union.

Terms of Agreement

12. This agreement shall come into force on and from 12 June 1961, 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:

G. E. CROZIER, President.
W. M. BISHOP, Secretary.

Witness to above signatures—R. A. Tomkin.

Blue Star Line Ltd.:

A. W. APPERLEY.

Witness to above signature—J. McNeece.

Dalgety and Co. Ltd.:

G. BEST.

Witness to above signature—R. A. Tomkin.

Port Line Ltd.:

A. W. GIBLIN.

Witness to above signature—R. A. Tomkin.

The New Zealand Shipping Co. Ltd.:

P. L. LEMARQUAND.

Witness to above signature—R. A. Tomkin.

Richardson and Co. Ltd.:

S. A. BRADSHAW.

Witness to above signature—R. A. Tomkin.

Shaw Savill and Albion Co. Ltd.:

N. L. BALFOUR.

Witness to above signature—R. A. Tomkin.

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

B. L. RUSSELL.

Witness to above signature—R. A. Tomkin.

New Zealand Port Employers' Association (Inc.):

S. A. BRADSHAW.

Witness to above signature—R. A. Tomkin.