

**TARANAKI FOREMEN STEVEDORES TIMEKEEPERS' AND PERMANENT HANDS
—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, this 20th day of November 1961, between the Taranaki Foremen Stevedores, Timekeepers and Permanent Hands Society of Workers (hereinafter called "the union") of the one part, and

Burgess, Holm, and Co.

Dominion Stevedoring Co. Ltd.

New Zealand Shipping Co. Ltd.

Union Steam Ship Co. of New Zealand Ltd.

New Plymouth Waterside Employers' Union Industrial Union of Employers.

(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

This agreement shall apply to all foreman stevedores stevedoring timekeepers and permanent hands employed at the Port of Taranaki, but shall not in any way prevent ships' officers from supervising any work in connection with the loading or discharging of cargo.

Hours of Work

1. The ordinary hours of work shall be from 8 a.m. to noon and 1 p.m. to 5 p.m. Monday to Friday inclusive. Except as hereinafter provided all other time except meal hours shall be classed as overtime.

Wages

	Per Week		
	£	s.	d.
2. Head foremen stevedores (in companies where six or more foremen stevedores are employed)	17	4	1
Foremen stevedores and stevedoring timekeepers	16	16	1
Permanent hands in charge of store	14	5	3
Permanent hands	12	13	0
Probationary foremen stevedores and probationary stevedoring timekeepers during a probationary period of three months	16	3	3

If at the expiration of three months a probationer is retained as foreman stevedore or stevedoring timekeeper his wages for such probationary period shall be made up to that of a foreman stevedore or stevedoring timekeeper from the commencement of such service.

Meal Money

3. When workers are required to continue work after 6 p.m. Mondays to Fridays and to continue after 1 p.m. on Saturdays, Sundays, Christmas Eve, New Year's Eve and 2 January, or on holidays, they shall be provided with a meal or paid meal money of 5s. On Saturdays, Sundays and holidays when meal money is payable the employers shall pay a special surcharge of 6d. in addition.

Meal Hours

4. Dinner: Noon to 1 p.m.

Tea: 5 p.m. to 6 p.m.

Meal hours shall be worked as required by the employer and when ordered shall be paid for at double ordinary time in addition to the weekly wage.

On Saturdays, Sundays and holidays the rate of pay for work performed during meal hours shall be two and a half times ordinary time and the full hour shall be paid for.

Outports

5. When foremen and timekeepers are instructed to proceed to an outport they shall be paid 15s. per weekday and £1 5s. for Sundays, in addition to the weekly wages prescribed in clause 2 for each day or part of a day they are away from New Plymouth. Further, they shall be provided with first-class fares, meals, and accommodation.

If foremen are obliged to travel to an outport on holidays, as prescribed in this agreement, or on Saturdays or Sundays, they shall be paid for the time so occupied in travelling at the rate of ordinary time with a maximum of eight hours' pay at ordinary time on any day.

If they are obliged to travel in overtime hours on other days they shall be paid for such trips each way at ordinary time with a maximum of four hours.

Overtime

6. (a) All time worked outside the hours prescribed in clauses 1 and 4 hereof shall be paid for at double ordinary time, except for the periods 6 p.m. to 9 p.m. Mondays to Fridays and 8 a.m. to 11 a.m. Saturdays inclusive when time and a half rates shall be paid.

For the time worked on Saturday afternoons, Sundays and holidays, double time shall be paid in addition to the weekly wage.

(b) Overtime shall be worked as required by the employers, but permission to take an evening off shall not be unreasonably withheld by the employer provided the request is made not later than noon on the day on which the time off is required.

This provision shall not entitle workers of the same employer to collectively take the same evening off.

Minimum Payments in Overtime

7. (a) When required to work after 6 p.m. Mondays to Fridays inclusive, the minimum period of employment or payment equivalent thereto shall be three hours at ordinary time and a half from 6 p.m. to 9 p.m.

(b) When required to work on Saturday morning there shall be a minimum period of employment or payment equivalent thereto of four hours.

(c) When required to work after 1 p.m. on Saturday there shall be a minimum period of employment or payment equivalent thereto of four hours.

(d) In all cases where a meal hour is worked and the worker is ordered back after the meal hour break the minimum overtime period is consequently reduced by one hour.

Protective Clothing

8. Protective clothing shall be provided whilst foremen and timekeepers are required to supervise labour in wet weather.

Payment of Wages

9. (a) Wages shall be paid weekly and not later than Thursday. In the event of a holiday falling on Thursday, wages shall be paid on Wednesday.

(b) The minimum wages prescribed in this agreement 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, or for time taken off with the employer's permission. Time lost through accident or sickness may also be deducted at the employer's discretion.

Duties

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

Holidays

11. The following days shall be observed as paid holidays: New Year's Day, Good Friday, Easter Monday, Labour Day, Christmas Day, Boxing Day, Anniversary Day, the Sovereign's Birthday and the Waterside Workers' Picnic Day. Anzac Day shall be observed in accordance with the Anzac Day Act.

Annual Holidays

12. Foremen stevedores and stevedoring timekeepers shall be entitled to three weeks' holiday per annum. All other workers shall receive two weeks holiday per annum. Holidays under this clause shall be taken at a time to be mutually agreed on.

Christmas Eve and New Year's Eve Work

13. Work performed after 1 p.m. on Christmas Eve and New Year's Eve shall be paid for at the rate of ordinary time additional with a minimum of four hours.

Minimum Period for Call Outs

14. (a) Workers called out to work on Saturdays, Sundays or holidays shall be paid a minimum of four hours at the appropriate rate, except when the worker is called out for work in the morning and is required to return to work after the dinner hour, when the minimum payment for the day shall be eight hours.

(b) When required to work after 6 p.m. on Saturdays, Sundays or holidays there shall be a minimum period of employment or payment equivalent thereto of four hours.

Extended Orders and Saturday Afternoon Orders

15. When foremen stevedores or stevedoring timekeepers are working as foremen or timekeepers on a job in connection with the loading or discharging of a hatch or ship and they are required to work for the same time as the gang or gangs, they shall be entitled to be paid for the same hours when the gang or gangs continue work or are paid for work outside the hours of 6 p.m. to 9 p.m. Monday to Friday inclusive and 8 a.m. to noon on Saturdays.

Matters Not Provided For

16. Any dispute in connection with any matter not provided for in this agreement shall be settled between any particular employer concerned and the secretary or president of the union, and in default of any agreement being arrived at, such dispute shall be referred to the Conciliation Commissioner for the district who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Conciliation Commissioner, may appeal to the Court upon giving written notice of such appeal to the other party within 14 days after such decision shall have been communicated to the party desirous of appealing.

Workers to be Members of Union

17. (a) It shall be a condition of the engagement for or continuance in employment of any adult person (except a person who has been duly exempted from membership of an industrial union under the Industrial Conciliation and Arbitration Act 1954) in any position or employment covered by this award that such

person shall be a member of a union of workers bound by the award or shall become a member of such a union within 14 days of the date of his being requested to do so by his employer or by any officer or representative of such a union.

(b) Any worker who is required to join a union of workers covered by this award, and who is not of general bad character, shall be entitled to be admitted to membership of the union and to remain a member thereof and enjoy the privileges of membership of the union so long as he complies with the rules of the union.

(c) For the purposes of subclause (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 award for workers of the age of 21 years and upwards, shall be deemed to be an adult.

(d) Every person whose employment is conditional upon his being or becoming a member of any union by the operation of the foregoing provisions and who fails to continue as or to become within the time specified a member of that union shall be deemed to have broken his contract of service with his employer, and no such person shall continue or be continued in such employment for more than one week after the employer has been notified in writing by the union that he has failed to become or has ceased to be a financial member of the union.

Scope of Agreement

18. This agreement shall be limited in its scope to the port of Taranaki.

Term of Agreement

19. This agreement shall be deemed to have come into force on the day of the date hereof; and this agreement shall continue in force until 31 March 1963.

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

The Taranaki Foremen Stevedores, Timekeepers and Permanent Hands' Society of Workers:

W. CAMPBELL, President.
L. Fox, Secretary.

Witness to above signatures—W. M. Spedding.

Burgess, Holm and Co.:

T. L. A. VALINTINE.

Witness to above signature—W. M. Spedding.

Dominion Stevedoring Co. Ltd.:

C. A. BRIDGER.

Witness to above signature—W. M. Spedding.

New Zealand Shipping Co. Ltd.:

E. F. M. WILSON.

Witness to above signature—W. M. Spedding.

Union Steam Ship Co. of New Zealand Ltd.:

R. C. STEVENS.

Witness to above signature—W. M. Spedding.

New Plymouth Waterside Employers' Union Industrial Union of Employers:

A. G. S. GEORGE.

Witness to above signature—W. M. Spedding.