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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, and its amendments, this 8th day of January 1962, 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**

Dominion Wharfingers Ltd., Dunedin

Dominion Wharfingers Ltd., Bluff

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 Co. of New Zealand Ltd., Dunedin

Union Steam Ship Co. 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>	<i>Per Week</i>		
		£	s.	d.
2. (a) Foremen stevedores .....	.....	17	1	1
Foremen wharfingers .....	.....	16	8	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 will be at the rate of 5s. per meal. On Saturdays, Sundays and holidays when meal money is payable the employers shall pay a special surcharge of sixpence in addition.

##### *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.

*Minimum Period of Call Out*

		Minimum Periods
7. 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 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, the 2nd of 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—£17 1s. 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. On Saturdays, Sundays and holidays when meal money is payable the employer shall pay a special surcharge of sixpence in addition.

#### *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.



the president and secretary of the union, and failing an 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.

#### *Workers to be Members of Union*

21. (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 agreement that such person shall be a member of a union of workers bound by the agreement 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 agreement, 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 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 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.

#### *Application of Agreement*

22. 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*

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

#### *Term of Agreement*

24. This agreement, in so far as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the 1st day of January 1962, and so far as all other provisions of the agreement are concerned, it shall come into force on the day of the date thereof; and shall continue in force for a period of eighteen months therefrom.

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

Dominion Wharfingers Ltd., Dunedin and Bluff—	J. TROTTER.
Witness to the above signature—J. A. McPhail.	
The Dunedin Wool Dumping Co. Ltd., Dunedin—	D. M. REID.
Witness to the above signature—R. E. Reid.	
The New Zealand Shipping Co. Ltd., Dunedin—	K. F. COCHRAN.
Witness to the above signature—J. A. McPhail.	
The New Zealand Shipping Co. Ltd., Invercargill—	P. MACGREGOR.
Witness to the above signature—E. J. Grant.	
Keith Ramsay Ltd., Dunedin—	J. F. POOLE.
Witness to the above signature—J. A. McPhail.	
Shaw, Savill and Albion Co. Ltd., Dunedin—	J. A. GLASS.
Witness to the above signature—J. A. McPhail.	
Shaw, Savill and Albion Co. Ltd., Bluff—	O. B. DEANE.
Witness to the above signature—G. Kilpatrick.	
The Southland Stevedoring Co. Ltd., Bluff—	J. A. HAMILTON.
Witness to the above signature—J. A. Smith.	
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. Tait.	
The Otago and Southland Shipping Foremen's and Assistant Foremen's Industrial Union of Workers—	J. H. MACANDREW.
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.	