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

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act 1954, and its amendments, this 29th day of October 1963, 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; and
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

1. Hours of Work

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.

		2. Wages			Per Week		
					£	s.	d.
(a)	Foremen stevedores	.....	.....	.....	17	19	8
	Foremen wharfingers	.....	.....	.....	17	6	7

(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.

3. Travelling Time Between Port Chalmers and Dunedin

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.

4. Meal Money

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

- (a) When required under clause 3 to work away from their home port.
- (b) When required to work at Ravensbourne unless conveyance to Dunedin or a meal is provided.
- (c) 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.
- (d) Meal money will be at the rate of 5s. 6d. per meal. On Saturdays, Sundays and holidays when meal money is payable the employers shall pay a special surcharge of 6d. in addition.

5. Meal Hours

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.

6. Overtime

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.
Double ordinary time	.....	8 a.m. to 11 a.m. on Saturdays. Between 9 p.m. and 8 a.m. and on Sundays, holidays, between 11 a.m. and noon on Saturdays, and after 1 p.m. on Saturdays.

On Sundays foremen stevedores and foremen wharfingers shall be paid a special surcharge at 1s. 6d. per hour over the rate prescribed above.

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.

7. *Minimum Period of Call Out*

	Minimum Periods Hours
Monday to Fridays (both inclusive) after 6 p.m.	Three
Saturday mornings	Four
Saturdays—after 1 p.m.	Four
Sundays or holidays—8 a.m. to noon	Four
Sundays or holidays—after 1 p.m.	Four
Saturdays, Sundays or holidays—berthing of ship only	Three

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.

8. *Holidays*

(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, 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 falls on a Saturday or a Sunday, the holiday shall be paid for on the next succeeding working day or days.

(c) *Anzac Day*—Anzac Day shall be observed in accordance with the Anzac Day Act. When Anzac Day falls on a Saturday foremen stevedores and foremen wharfingers shall receive payment for this day, of four hours at the Saturday morning rates as prescribed in clause 6.

This provision shall not apply to wool store foremen.

(d) *Christmas and New Year's Eve*—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 but this provision shall not apply to wool store workers.

(e) *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.

9. *Extended Orders and Saturday Afternoon Orders*

When foremen stevedores and foremen wharfingers are working as foremen 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.

WOOL STORE SECTION

10. *Hours of Work*

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.

11. *Wages*

(a) Wool dumping store foremen and men in charge of wool dumping machinery—£17 19s. 8d. 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.

12. Travelling Time Between Port Chalmers and Dunedin

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 a half.

13. Meal Money

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. 6d. per meal. On Saturdays, Sundays and holidays when meal money is payable the employer shall pay a special surcharge of 6d. in addition.

14. Meal Hours

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.

15. Overtime

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.
Double ordinary time	.....	8 a.m. to 11 a.m. on Saturdays. Between 9 p.m. and 8 a.m. and on Sundays, holidays and 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 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.

16. Minimum Periods of Call Out

	Minimum Periods Hours
Mondays to Fridays (both inclusive) after 6 p.m.	Three
Saturday mornings	Four
Saturdays—after 1 p.m.	Four
Sundays or holidays—8 a.m. to 12 noon	Four
Sundays or holidays—after 1 p.m.	Four

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.

17. *Holidays*

(a) The holidays throughout the year shall be:

(i) *Otago*—Christmas Day, Boxing Day, New Year's Day, 2 January (in lieu of waterside workers' picnic day), Good Friday, Easter Monday, Labour Day, the birthday of the reigning Sovereign, and Anniversary Day, and for work performed on these days and Sundays, double time in addition to the weekly wage shall be paid.

(ii) *Southland*—Christmas Day, Boxing Day, New Year's Day, 2 January (in lieu of Anniversary Day), Good Friday, Easter Monday, 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 the 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 falls on a Saturday or Sunday, the holiday shall be paid for on the next succeeding working day or days.

(c) Anzac Day shall be observed in accordance with the Anzac Day Act and the provisions of subclause (c) of clause 8 of this agreement shall not apply to wool store workers.

(d) *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

18. *Duties*

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.

19. *Payment of Wages*

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

20. *Work in Outports*

(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 15s. 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 fro 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):

(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 17	£	s.	d.
.....	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

21. *Shift Work*

If arrangements for shift work on the waterfront are introduced during the currency of this agreement the wages and conditions shall be negotiated between the parties, and in the event of disagreement, shall be settled by reference to Arbitration as prescribed in clause 23.

22. *Protective Clothing*

Protective clothing shall be provided whilst foremen stevedores and foremen wharfingers are required to supervise labour in wet weather except where arrangements exist for payment of an allowance in lieu of the provision of clothing.

23. *Matters Not Provided For*

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.

24. *Unqualified Preference*

(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 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.

(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.

25. *Application of Agreement*

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.

26. *Scope of Agreement*

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

27. *Term of Agreement*

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 July 1963, 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 18 months therefrom.

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

Dominion Wharfingers Ltd., Dunedin:

J. TROTTER.

Witness to the above signature—N. D. Oliver.

Dominion Wharfingers Ltd., Bluff:

J. TROTTER.

Witness to the above signature—N. D. Oliver.

The Dunedin Wool Dumping Co. Ltd., Dunedin:

E. FOXTON.

Witness to the above signature—N. D. Oliver.

The New Zealand Shipping Co. Ltd., Dunedin:

K. F. COCHRAN.

Witness to the above signature—E. Jeffrey.

The New Zealand Shipping Co. Ltd., Invercargill:

P. MCGREGOR.

Witness to the above signature—A. D. Black.

Keith Ramsay Ltd., Dunedin:

J. F. POOLE.

Witness to the above signature—R. M. Peacock.

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

J. A. GLASS.

Witness to the above signature—N. D. Oliver.

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

O. B. DEANE.

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

The Southland Stevedoring Co. Ltd., Bluff:

E. H. JAMIESON.

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

Tapley Swift Shipping Agencies Ltd., Dunedin:

J. DE CLIFFORD.

Witness to the above signature—A. Lockhart.

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

A. J. M. LESLIE.

Witness to the above signature—N. D. Oliver.

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

I. A. HARRIS.

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

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

D. F. ARMISHAW.

Witness to the above signature—N. D. Oliver.

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

N. D. OLIVER.

Witness to the above signature—D. F. Armishaw.
