

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 4 November 1963 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.

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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 transhipment 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. 6d. 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 a 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 a 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 16s. 1d. 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 two and a half times the ordinary time rate of pay and the full hour shall be paid.

Meal Money

4. (a) When tally clerks, having attended or worked that day, are required to continue work after 6 p.m. Mondays to Fridays inclusive, or to continue work 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 the sum of 5s. 6d. for meal money.

(b) On Saturdays, Sundays, or holidays, when meal money is payable the employers shall pay to the tally clerks a special surcharge of 6d. in addition.

Clerks in Charge

5. 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):

				Per Hour
				s. d.
(a) Discharging overseas vessels	0 10
(b) Loading overseas vessels	1 3

Time and Place of Engagement

6. 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:

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

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 (in lieu of Anniversary Day), waterfront workers' picnic day, Good Friday, Easter Monday, Labour Day, Christmas Day, Boxing Day and the Sovereign's birthday.

(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) Anzac Day shall be observed in accordance with the Anzac Day Act.

When Anzac Day falls on a Saturday, tally clerks shall receive payment for this day of four hours at the Saturday morning rates as prescribed in clause 3 hereof.

(e) The conditions for and 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.

Unqualified Preference

10. (a) Any adult person engaged or employed in any position or employment subject to this agreement by any employer bound by this agreement shall, if he is not already a member of a union of workers bound by this agreement, become a member of such union within 14 days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this agreement so long as he continues in any position or employment subject to this agreement.

(c) Every worker obliged under subclause (a) hereof to become a member of a union who fails to become a member, as required by that subclause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with subclause (b) hereof commits a breach of this agreement.

(d) Every employer bound by this agreement commits a breach of this agreement if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) Provided, however, that any non-unionist may be engaged or 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. If by force of circumstances a non-unionist is engaged on any vessel he shall be permitted to complete the day's work.

(f) For the purposes of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this agreement.

(NOTE—Attention is drawn to section 174H of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.)

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 4 November 1963 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:

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

Witness to above signatures—J. S. J. May.

Blue Star Line (N.Z.) Ltd.:

A. W. ATTERLEY.

Witness to above signature—A. S. Hogarth.

Dalgety and Co. Ltd.:

G. BEST.

Witness to above signature—K. Weir.

Port Line Ltd.:

B. S. BRINSLEY.

Witness to above signature—B. D. Levet.

The New Zealand Shipping Co. Ltd.:

K. W. BULL.

Witness to above signature—R. A. Tomkin.

Richardson and Co. Ltd.:

S. A. BRADSHAW.

Witness to above signature—R. George.

Shaw Savill and Albion Co. Ltd.:

N. G. DALFOUR.

Witness to above signature—R. Scott.

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

B. L. RUSSELL.

Witness to above signature—B. Goodwin.

New Zealand Port Employers' Association (Inc.):

B. S. BRINSLEY.

Witness to above signature—B. D. Levet.