

**RECEIVING AND DELIVERY SERVICES LTD. ENTRY CLERKS AND PERMANENT  
CLERKS—INDUSTRIAL AGREEMENT**

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, dated 23 October 1967 between the New Zealand Shipping Officers' Industrial Union of Workers (hereinafter called "the union") of the one part, and Receiving and Delivery Services Ltd., Wellington 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

1. This agreement cancels the Receiving and Delivery Services Ltd. Entry Clerks and Permanent Clerks Industrial Agreement dated 9 January 1967.

*Definition of Duties*

2. The clerks shall perform such duties as may be required by the employer in connection with the operations of Receiving and Delivery Services Ltd. at Wellington.

*Salaries*

3. The following shall be the minimum rates of salaries:

	Per Annum
	\$
Entry Clerks .....	2,230
Permanent Clerks .....	2,076

*Efficiency and Incentive Bonus*

4. Clerks employed under this agreement shall be paid, additional to the ordinary or overtime rate as the case may be, an efficiency and incentive bonus of a flat rate of 10 cents per hour for each hour worked.

*Hours of Work*

5. The hours of work shall be 40 per week to be worked between 8 a.m. and 5 p.m. Monday to Friday inclusive, except that where clerks are required to work the same morning or afternoon hours as those established for the port, then the hours of work for the half day shall be those recognised in the Port of Wellington. When these hours are required, the period in the morning or the afternoon as the case may be, normally paid on the waterfront at double time rate of pay, shall be paid to the clerks at double time and the remainder of the hours at ordinary time rate.

If arrangements for shift work on the waterfront are introduced during the currency of this agreement or the hours of work at Wellington are changed, the wages and conditions to apply shall be negotiated between the parties and in the event of disagreement shall be settled by reference to arbitration as prescribed in clause 9 of this agreement.

*Overtime*

6. (a) Where work is required after the second five-hour minimum period, Monday to Friday inclusive, it shall be paid for at the rate of time and a half for the first hour and at double ordinary time thereafter with a minimum period of employment or payment of three hours.

Time worked on Saturday morning shall be paid for at the rate of time and a half between 8 a.m. and 11 a.m. and other hours at double ordinary time rate.

Time worked on Saturday afternoon, Sundays or holidays shall be paid for at double ordinary time rate.

(b) If called out on Saturdays, Sundays or holidays, clerks shall receive a minimum of four hours' overtime; provided that should clerks be called out for work in the forenoon on Saturdays, Sundays or holidays and again after noon on any such day, they shall receive a minimum of eight hours' overtime for that day.

*Meal Money*

7. Clerks required to work after 6 p.m. on any day or after 1 p.m. on Saturdays, Sundays, or holidays, shall be paid meal money at the rate of 65 cents per meal except that on Saturdays, Sundays, or holidays the rate shall be 70 cents.

*Holidays*

8. (a) Statutory holidays shall be New Year's Day, Anniversary Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, and Boxing Day. The waterside workers' picnic day shall also be observed as a holiday.

(b) Each clerk shall receive two weeks' leave in each 12 months of service during the first eight years of service as a clerk with Receiving and Delivery Services Ltd. and thereafter he shall receive three weeks' leave in each 12 months of service. This annual leave shall be given at a time convenient to the employer. The three weeks' annual leave specified above first accrues for the leave granted after completion of the eighth year of service. For periods under 12 months but in excess of six months, a proportionate holiday shall be allowed.

*Matters Not Provided For*

9. If a dispute shall arise between the parties to this agreement upon any matter arising out of or in connection with the agreement and not specifically dealt with therein, it shall be referred to a committee comprised of two representatives of the workers and two representatives of the employers, who shall appoint an independent chairman, for decision. The decision of a majority of this committee shall be binding, except that any party adversely affected thereby, shall have the right, within 14 days after the decision is given, to appeal against such decision to the Court of Arbitration, which, after hearing the parties, may amend the decision in any way it may consider necessary or desirable.

*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 an 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) 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.)

(f) Employers shall ensure that employees who are eligible or who become eligible for membership of the union shall apply for membership.

*Scope and Application of Agreement*

11. This agreement shall apply at the Port of Wellington and to the parties named herein.

*New Terms and Conditions of Employment*

12. Either party may, during the currency of this agreement, apply for new terms and conditions of employment consequent upon recommendations of the Transport Commission or any other authority duly authorised by the Government to enquire into and make recommendations as to work on the waterfront.

Such terms 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 9 of this agreement.

*Term of Agreement*

13. This agreement shall come into force on the day of the date hereof and shall continue in force until 28 February 1969.

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 MEMORANDUM TO AGREEMENT

The parties desire to record that the rates of remuneration prescribed in this agreement are *not* to be increased by the application of the provisions of the General Wage Order of the Court of Arbitration of 10 November 1966.

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

The New Zealand Shipping Officers' Industrial Union of Workers:

D. PRENTICE, President.

N. M. MACKEN, Secretary.

Witness to above signatures—T. Rowden.

Receiving and Delivery Services Ltd.:

G. C. SIMPSON.

Witness to above signature—F. Conlon.

Wellington Waterside Employers Union Industrial Union of Employers:

L. B. SMITH.

Witness to above signature—F. Conlon.