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**New Zealand Shipping Officers  
(Chief Cargo Tally Clerks Section)  
– Collective Agreement**

**Dated 9/8/74**

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NOTE: See clause 8 herein for the date on which rates of wages come into force.

Under the Industrial Relations Act 1973  
REGISTERED COLLECTIVE AGREEMENT

In the matter of the Industrial Relations Act 1973; and in the matter of the New Zealand Shipping Officers (Chief Cargo Tally Clerks Section) Dispute of Interest 1974; between the New Zealand Shipping Officers Industrial Union of Workers (Chief Cargo Tally Clerks Section) and the Union Steam Ship Company of New Zealand Limited.

The Industrial Commission, having before it the terms of a voluntary settlement arrived at in the above-mentioned dispute of interest and submitted or notified to the Commission pursuant to the provisions of section 65 of the Industrial Relations Act 1973, hereby registers as a collective agreement the terms, conditions, and provisions set out in the form of submission or notification attached hereto and orders:

1. That the said terms, conditions and provisions shall be binding on the parties hereto; and
2. That the said parties shall respectively do, observe, and perform every matter and thing by this collective agreement required to be done, observed and performed, and shall not do anything in contravention of this collective agreement but shall in all respects abide by and perform it.

In witness of the registration of this collective agreement the seal of the Industrial Commission has hereto been affixed and the President of the Commission has hereunto set his hand, this 9th day of August 1974.

(L.S.)

G. O. Whatnall, President.

Under the Industrial Relations Act 1973  
SUBMISSION OF VOLUNTARY SETTLEMENT FOR REGISTRATION

In the matter of the Industrial Relations Act 1973; and in the matter of the New Zealand Shipping Officers (Chief Cargo Tally Clerks Section) Dispute of Interest 1974; between the New Zealand Shipping Officers Industrial Union of Workers (Chief Cargo Tally Clerks Section) and the Union Steam Ship Company of New Zealand Limited.

To the Registrar of the Industrial Commission

We hereby submit to you a signed copy of the terms of voluntary settlement of the above-mentioned dispute of interest arrived at by the parties pursuant to section 65 of the Industrial Relations Act 1973, for registration by the Industrial Commission as a collective agreement.

Dated at Wellington this 2nd day of August 1974.

For and on behalf of Union Steam Ship Co. of N.Z. Ltd.:

R. Wagstaff, for Industrial Superintendent.

For and on behalf of N.Z. Shipping Officers Industrial Union of Workers:

N. Macken, Secretary.

**NEW ZEALAND SHIPPING OFFICERS (CHIEF CARGO TALLY  
CLERKS SECTION) AT THE LYTTTELTON STEAMER EXPRESS  
TERMINAL – VOLUNTARY COLLECTIVE AGREEMENT**

Terms of voluntary settlement under Section 65 of the Industrial Relations Act 1973.

**SCHEDULE**

**APPLICATION**

1. The conditions of employment prescribed herein shall govern the employment of the Chief Cargo Tally Clerk during the course of his engagement by the employers for work in the Steamer Express Terminal at Lyttelton as defined in Clause 2 hereof.

**DUTIES**

2. Chief Cargo Tally Clerks duties shall be to receive and deliver cargo and any other duties required to be done in association with this work as directed by the Employer.

**TERMINAL LABOUR AND HOURS OF WORK**

3. In consideration of the provisions of the Agreement particularly those relating to wages and other monetary provisions the Union undertakes that the hours prescribed in the following shifts shall be the full hours worked and accordingly the man will be required to commence work at the Steamer Express Terminal at the commencement of the shift and shall remain at work until the termination of the shift. This therefore means that any changing, washing, or travelling, will be undertaken outside the shift hours:

- (a) The hours of work will comprise shifts, the first shift will be from 6.30 am to 2 pm and the second shift 2 pm to 9.30 pm Monday to Saturday inclusive but these hours may be varied by agreement between the parties should the timetable of the vessel be altered, or any emergency arise.
- (b) Shift rates which include all special payments are as follows

	Per Shift \$
Monday to Friday . . . . .	31.46
Saturday and Ordinary Holidays . . . . .	41.62
Sunday and Special Holidays . . . . .	51.79

- (c) A travelling allowance of \$2.18 will be paid to the worker for each shift worked.
- (d) Work will be performed on Sundays and Holidays as required by the Employer.
- (e) The minimum period of employment on a Sunday or holiday will be the period of the shift.

**SHIFT SYSTEM**

4. The Chief Cargo Tally Clerk who will work in conjunction with the watersider tally clerks will partake in the roster laid down and be available to work either the first or second shifts as necessary.

**MEAL HOURS AND SMOKOS**

5. (a) Meal hours shall be as laid down for other Terminal Workers.
- (b) All meal money payments on all shifts Monday to Friday will be \$1.36 all shifts Saturdays, Sundays and Holidays shall be \$1.64.

## GENERAL

6. All terms and conditions which are contained in the New Zealand Shipping Officers Award (Chief Tally Clerks Section) are applicable except for those covered by this Agreement.

## DISPUTES CLAUSE

7. (1) The procedure set out in the succeeding provisions of this clause shall apply to a dispute of rights between the parties bound by this instrument, or any of them, including a dispute on:

- (a) The interpretation of this instrument; or
- (b) Any matter (not being a personal grievance within the meaning of Section 117 of the Industrial Relations Act 1973) related to matters dealt with in this instrument and not specifically and clearly disposed of by the terms of this instrument.

(2) Either workers' union or the employer or employers who are parties to any such dispute may invoke the procedure.

(3) The union and the employer or employers who are parties to any such dispute shall refer the dispute to a committee consisting of an equal number of representatives appointed respectively by the union and the employer or employers concerned, together with a chairman who shall be:

- (a) Mutually agreed upon by the parties; or
- (b) If there is no such agreement, either a conciliator or a person appointed by him.

(4) A decision reached by a majority of the committee shall be the decision of the committee but if the members of the committee (other than the chairman) are equally divided in opinion, the chairman may either:

- (a) Make a decision, which shall then be the decision of the committee; or
- (b) Refer the dispute forthwith to the Industrial Court for settlement.

(5) Subject to the right of appeal conferred by sub-clause (6) of this clause, the decision of the committee shall be binding on the parties to the dispute.

(6) Any party may appeal to the Industrial Court against a decision of the committee, or any part of that decision. The appellants shall:

- (a) Within 14 days after the date on which the decision of the committee has been made known to him, give to every other party written notice of his intention to appeal: and
- (b) Within 7 days after the date on which that notice has been given, lodge with the Registrar of the Industrial Court a written notice of appeal; and
- (c) Specify in each such notice the decision or the part of the decision to which the appeal relates.

(7) The essence of this clause being that, pending the settlement of the dispute the work of the employer shall not on any account be impeded but shall at all times proceed as if no dispute had arisen, it is hereby provided that:

- (a) No worker employed by any employer who is a party to the dispute shall discontinue or impede normal work, either totally or partially, because of the dispute.
- (b) While the provisions of this clause are being observed, no such employer shall by reason of the dispute, dismiss any worker directly involved in the dispute.

NOTE – This clause has been inserted in accordance with the requirements of clause 116 of the Industrial Relations Act 1973.

## TERM OF AGREEMENT

8. This agreement shall be deemed to come into force on the date it is approved by the Industrial Commission which is the 9th day of August 1974, and shall remain in force for 12 months.

### GENERAL WAGE ORDERS

9. All rates of remuneration provided for in this agreement shall be subject to adjustment by any Wage Orders or the effect of any wage fixing criteria to the extent that it applies to the New Zealand Shipping Officers Industrial Union of Workers.

### NUMBER OF MEN

10. The total work force employed under this agreement will be one and if this man is indisposed or not available for work replacement will be by a member of the Lyttelton Waterside Workers Union (Tally Clerks Section) who will be employed to fill the temporary vacancy. It is also agreed that the total work force of one man will not be increased and if a permanent vacancy occurs this will be filled by a Tally Clerk selected from the Lyttelton Tally Clerks Pool.

### SETTLEMENT OF PERSONAL GRIEVANCES

11. For the purposes of this clause, the expression "personal grievance" means any grievance that a worker may have against his employer because of a claim that he has been unjustifiably dismissed, or that other action by the employer (not being an action of a kind applicable generally to workers of the same class employed by the employer) affects his employment to his disadvantage.

The standard procedure for the settlement of any personal grievance shall include the following:

- (a) Any worker who considers that he has grounds for a personal grievance shall have the right to submit his grievance in accordance with this procedure:
- (b) As soon as practicable after a personal grievance arises, the worker shall submit the grievance to his immediate supervisor, affording him an opportunity to remedy the cause of the grievance, the intent being that it is desirable, if the circumstances permit, to settle the grievance rapidly and as near as possible to the point of origin:
- (c) Where any such attempt at settlement has failed, or where the grievance is of such a nature that a direct discussion between the worker and his immediate supervisor would be inappropriate, the worker shall notify the branch secretary or secretary or a duly authorised representative of his union, who, if he considers that there is some substance in the personal grievance, shall forthwith take the matter up with the employer or his representative:
- (d) If the matter is not disposed of in discussion with the employer or his representative, the grievance shall be reduced to writing in a statement setting out all the facts relied on. The statement shall establish the nature of the workers grievance, and of the issues, for all subsequent consideration of the case:
- (e) The written statement shall be referred to a grievance committee consisting of an equal number of representatives (not exceeding 3) nominated respectively by the union and the employer, with or without a chairman as the parties may decide:
- (f) The employer shall have the right to be assisted or represented before the grievance committee by an employers organisation:
- (g) If the matter is not settled by the grievance committee, it shall be referred to the Industrial Court:
- (h) The reference to the Court may be made by the employer or his representative, or by workers union or its representative, or by both:
- (i) The Court, after inquiring fully into the matter and considering all representations made by or on behalf of the parties, may make a decision or award by way of a final settlement which shall be binding on the parties:

- (j) It shall be the duty of every party to the award or agreement to promote the settlement of personal grievances under the procedures hereinbefore provided and to abstain from any action that might impede the effective functioning of the procedures.

For the purpose of ensuring that the work of the employer shall not be impeded but shall at all times proceed as if no dispute relating to the personal grievance had arisen:

- (a) No worker employed by any employer who is a party to the dispute shall discontinue or impede normal work either totally or partially, because of the dispute:
- (b) While the provisions of the personal grievance are being observed, no such employer shall, by reason of the dispute, dismiss any worker directly involved in the dispute.

Any statements made or information given in the course of any proceedings before a grievance committee or the Court in respect of an alleged unjustifiable dismissal shall be absolutely privileged.

In the case of an alleged unjustifiable dismissal, any final settlement, decision or award made under this section may, if it includes a finding that the worker was unjustifiably dismissed, provide for any one or more of the following:

- (a) The reimbursement to him of a sum equal to the whole or any part of the wages lost by him:
- (b) His reinstatement in his former position or in a position not less advantageous to him:
- (c) The payment to him of compensation by his employer.

NOTE — This clause has been inserted in accordance with the requirements of clause 117 of the Industrial Relations Act 1973.

For and on behalf of N.Z. Shipping Officers Industrial Union of Workers:

N. Macken, Secretary.

For and on behalf of Union Steam Ship Co. of N.Z. Ltd:

R. Wagstaff, for Industrial Superintendent.