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**Tally Clerks Employed in  
Discharge of Bulk Chemicals  
From Parcel Tankers —  
Collective Agreement (Voluntary)**

**Dated 16/4/75**

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NOTE: See clause 14 herein for the date on which rates of wages come into force.

## REGISTERED COLLECTIVE AGREEMENT

Under the Industrial Relations Act 1973 — In the matter of the Industrial Relations Act 1973; and in the matter of the conditions of employment of tally clerks involved in the discharge of bulk chemicals from parcel tankers between New Zealand Waterside Workers' Federation Industrial Association of Workers and New Zealand Federation of Tally Clerks' Industrial Association of Workers and New Zealand Oil Industry Industrial Union of Employers.

The Industrial Commission, having before it the terms of a voluntary settlement arrived at in the abovementioned 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 16th day of April 1975.

(L.S.)

G. O. Whatnall, President.

SUBMISSION OF VOLUNTARY SETTLEMENT  
FOR REGISTRATION

Under the Industrial Relations Act 1973 — In the matter of the Industrial Relations Act 1973; and in the matter of the conditions of employment of Tally Clerks involved in the discharge of Bulk Chemicals from Parcel Tankers between New Zealand Waterside Workers' Federation Industrial Association of Workers and New Zealand Federation of Tally Clerks' Industrial Association of Workers, and New Zealand Oil Industry Industrial Union of Employers.

To the Registrar of the Industrial Commission:

We hereby submit to you a signed copy of the terms of voluntary settlement of the abovementioned 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 24th day of March 1975.

Signatures of Parties—

New Zealand Waterside Workers' Federation:

S. P. Jennings.

New Zealand Federation of Tally Clerks:

L. J. Knox.

New Zealand Oil Industry Industrial Union of Employers:

John R. Fittes.

## SCHEDULE

### DISCHARGE OF BULK CHEMICALS FROM PARCEL TANKERS

#### APPLICATION

1. (a) This agreement shall apply to Tally Clerks employed on the working of bulk chemicals from parcel tankers at New Zealand ports where such chemicals are consigned to a member company or companies of the New Zealand Oil Industry Industrial Union of Employers.

(b) Bulk chemicals discharged from parcel tankers to which this agreement will apply are as specified in Appendix "A". The Appendix details chemicals which have been imported in package form by the Oil Industry prior to 4 December 1964 and also details commodities which are considered to be non-chemicals and therefore excluded from the scope of this Agreement.

(c) The conditions of employment and payments prescribed in this agreement recognise the necessity for a fully co-operative work effort and where there is a conflict between the terms of this Agreement and the Collective Agreements covering tallying work at New Zealand ports the provisions of this Agreement shall take precedence.

#### WORK REQUIREMENTS

2. (a) The parties agree that the vessel commences discharge immediately on arrival in port and is to be worked continuously to completion, including if required, work on Saturdays, Sundays and holidays.

(b) The Unions accept the obligation to transfer workers so as to ensure that labour is available, within the provisions of the respective Collective Agreements.

(c) Priority of Labour — it is further recognised that this Agreement can only have application when labour is guaranteed to the employer. The number of men to which the employer shall be entitled shall be the subject of negotiation between the parties to this Agreement, and the New Zealand Port Employers' Association.

#### MANNING

3. One man per shift shall be engaged.

#### DUTIES

4. Work to be performed in connection with the discharge of specified bulk chemicals from parcel tankers is as follows—

(a) Log keeping and relay of messages. Record of equipment issued and returned.

(b) An employee of a member Company of the Union of Employers or an agent of that member company will be appointed to assume overall control of the discharge.

#### ENGAGEMENT

5. The men engaged for work in terms of this Agreement shall be engaged in the normal manner. Once ordered or engaged for such work the men shall be paid according to the provisions of this Agreement.

#### MEAL AND SMOKO BREAKS

6. A worker shall be granted one smoko period of 15 minutes and one meal break of 30 minutes in each shift. The time at which these breaks are taken will be varied by local agreement to permit the discharge to be carried on

continuously provided that no worker shall be required to work for more than 5 hours without a break.

### HOURS OF WORK

7. Four work periods per day, each of six hours duration, shall be worked as follows:—

First work period.....	Midnight to 6.00 a.m.
Second work period.....	6.00 a.m. to noon
Third work period.....	Noon to 6.00 p.m.
Fourth work period.....	6.00 p.m. to midnight

### RATES OF PAY

8. Basis of calculating payment—

For shifts worked between midnight Sunday/Monday and midnight the following Friday/Saturday 4 shifts per day based on: 8 hours at ordinary time; 8 hours at double time; 8 hours at treble time equals double time.

For shifts worked between midnight Friday/Saturday and midnight Saturday/Sunday 4 shifts per day based on: 8 hours at double time; 8 hours at 2½ time rate; 8 hours at treble time equals 2½ times rate.

For shifts worked between midnight Saturday/Sunday and midnight Sunday/Monday and on statutory holidays 4 shifts per day based on: 8 hours at double time; 16 hours at treble time equals 2⅔ times rate.

The following shall be the average rates of payment for time worked—

Monday to Friday.....	Double time
Saturday.....	2½ time rate
Sunday.....	2⅔ time rate
Statutory Holidays.....	2⅔ time rate

(in addition to any statutory holiday payment due in terms of the respective Collective Agreements.)

These rates will be additional to the allowances provided in Clause 9 of this Agreement.

The rate of pay shall be in accordance with the rates prescribed in the Wages Clause of the respective Collective Agreements and will be adjusted in accordance with any variations in the ordinary time rate of pay prescribed in these Agreements.

At those ports where tally clerks are under permanent employment for each shift worked Monday to Friday the worker concerned shall have the value of eight ordinary hours included within the weekly wage provided for in the appropriate Collective Agreement.

### OTHER RATES OF REMUNERATION

9. (a) All Weather Work — Work shall continue in wet or windy weather subject to the safety of the men not being endangered. In consideration of the foregoing each worker shall be paid an additional flat rate payment of 12.7 cents per hour for the full period of each shift worked.

(b) Special Cargo Payment — A special cargo payment shall be paid at the rate of 15.8 cents per paid hour.

(c) Meal Money — A meal money payment of \$1.15 shall be paid to all men for each work period. In addition a surcharge of \$1.00 shall be paid in lieu of the provision of cafeteria services.

(d) Travelling Time — Men working each shift shall be paid travelling time and transport allowance as provided for in the appropriate Collective Agreement.

NOTE: Travelling time shall be taken outside the shift hours specified in clause 7 hereof.

### EFFICIENCY AND INCENTIVE BONUS

10. A worker shall be paid a flat rate efficiency and incentive bonus in accordance with the rate prescribed in the appropriate Clause of the respective Collective Agreement.

### ENGAGEMENT AND RELEASE OF LABOUR

11. (a) Men shall be engaged from the place of engagement for bulk chemicals unloading and if required to commence on the third or fourth shift shall receive four hours pay at the ordinary time rate of pay in addition to their shift earnings, except that when a worker is notified of his engagement the previous day, he shall receive payment for the shift period only.

(b) On the day that a vessel completes unloading, workers who have been ordered back from the preceding day for the first, second or third shifts shall be paid for the full shift and shall be available for engagement for other work at the commencement of normal hours of work on the next working week day.

Men ordered for the fourth shift shall be paid for the full shift and, in addition, shall be paid eight hours at ordinary time rates for the next day and shall be available for engagement for other work at the commencement of normal hours of work on the following working day.

(c) Where labour has been discharged and subsequent events require labour beyond the current shift, then overtime shall be worked up to two hours. It is intended that overtime provided for in this subclause shall only be required due to unforeseen circumstances.

The payment for such overtime shall be three hours at double the appropriate shift hourly rate applicable at the time the overtime is actually worked.

### GENERAL WAGE ORDERS AND COST OF LIVING ORDERS

12. Such orders issued subsequent to the date of signing this Agreement shall be applied according to their tenor.

### CONCILIATION PROCEDURE

13. The provisions of the respective Collective Agreements relating to conciliation procedures shall be observed.

### TERM OF AGREEMENT

14. This Agreement shall apply for a period of 12 months from date of signing.

Signed at Wellington this 24th day of March 1975.

New Zealand Waterside Workers' Federation Industrial Association of Workers:

S. P. Jennings.

New Zealand Federation of Tally Clerks Industrial Association of Workers:

W. J. Knox.

New Zealand Oil Industry Industrial Union of Employers:

J. R. Fittes.

## APPENDIX "A"

## BULK CHEMICAL DISCHARGES

Products Considered to be  
Chemicals

Butyl Acetate  
 Butyl Alcohol  
 Ethyl Alcohol (Absolute)  
 Ethyl Alcohol (95% WP)  
 Vinyl Acetate Monomer  
 Methyl Methacrylate Monomer  
 Methyl Ethyl Ketone  
 Acetone  
 Isopropyl Alcohol  
 Perchloroethylene  
 Propylene Glycol  
 Methanol  
 Di Octyl Phthalate  
 Di Iso Octyl Phthalate  
 Ethylene Glycol  
 Styrene Monomer  
 Alkalate  
 Non-Ionic Detergents  
 Di Linevol  
 M.I.B.K.  
 M.B.A.

Products Considered to be  
Non-Chemicals

Toluol  
 Xylol  
 Pegasol 150  
 Pegasol 100  
 Supersol  
 Sovacide PY  
 Pegasol AA  
 Petropine  
 Stock 345 (307)  
 Stock 338 (306)  
 Stock 0025  
 Stock 907  
 Stock 616  
 Stock 0047  
 Stock 640½  
 Stock 92  
 Dry Cleaner  
 Avgas  
 Jet Fuel  
 Motor Spirit  
 A.D.O., M.D.O., H.F.O.,  
 L.F.O.  
 Lighting Kerosine  
 All Lube Oils and Bitumen