

WELLINGTON INDUSTRIAL DISTRICT.

(10765.) WELLINGTON SHIPS' TALLY-CLERKS.—INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 1st day of March, 1935, between the Wellington City Ships' Tally-clerks Industrial Union of Workers (hereinafter called "the union") of the one part, and

Burns, Philp, and Co., Ltd., Wellington
The Wellington Waterside Employers' Union Industrial
Union of Employers, "X" Store, Queen's Wharf, Wel-
lington

Union Steam Ship Co. of New Zealand, Ltd., Wellington
New Zealand Shipping Co., Ltd., Wellington
Shaw, Savill, and Albion Co., Ltd., Wellington
Commonwealth and Dominion Line, Ltd., Wellington
Richardson and Co., Ltd., 166 Featherston Street, Welling-
ton

Westport Coal Co., Ltd., Wellington
Huddart, Parker Co., Ltd., Wellington
Canterbury Steam Shipping Co., Ltd., Wellington
G. H. Scales, Ltd., Wellington
Holm and Co., Ltd., 35 Johnston Street, Wellington
Gannaway and Co., Ltd., Glasgow Wharf, Wellington
T. and W. Young, Ltd., Wellington
Federal Steam Navigation Co., Wellington
Coastal Shipping Co., Ltd., Wellington
Canadian National Steamships, Wellington

(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 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.

Hours of Work.

1. The ordinary hours of work shall be from 8 a.m. to 5 p.m. on the first five working-days of each week, exclusive of the hour between noon and 1 p.m. on each of such days for meals. On Saturday the ordinary working-hours shall be from 8 a.m. to 12 noon.

Wages.

2. (a) Ordinary time—Mondays to Fridays, both inclusive, 8 a.m. to 12 noon and 1 p.m. to 5 p.m.; Saturdays 8 a.m. to 12 noon—2s. 3½d. per hour.

(b) All wages shall be paid weekly and as early as possible on pay-day; but in the case of oversea shipping companies (other than the Union Steam Ship Co. of New Zealand, Ltd., and/or Huddart, Parker, Ltd.) payment shall be made on the working-day following the completion of work.

Clerks in Charge.

3. Clerks in charge employed at overseas ships trading beyond Australia and/or New Zealand (other than ships owned or controlled by Union Steam Ship Co. of New Zealand, Ltd., and/or Huddart, Parker, Ltd) shall be paid 3d. per hour extra, ordinary and overtime.

Overtime Rates.

4. (a) Ordinary overtime—Mondays to Fridays, both inclusive, 6 p.m. to 10 p.m.; Saturdays, 1 p.m. to 5 p.m.—3s. 5¼d. per hour.

(b) Special overtime—11 p.m. to 7 a.m., double ordinary time, 4s. 7d. per hour; 6 p.m. to 10 p.m. on Saturdays, double ordinary time, 4s. 7d. per hour.

Meal Hours.

5. When tally-clerks are actually engaged tallying cargo during meal-hours, they shall be paid at the rate of 4s. 7d. per hour.

Fractional Time.

6. The hourly rate of wages shall, in the case of incomplete hours, be apportionable per half-hour, provided that a fraction of a half-hour shall be paid for as a complete half-hour. This provision shall also apply to meal-hours.

Period of Engagement.

7. (a) The minimum period of any engagement in any one day shall be four hours between the hours of 8 a.m. and 5 p.m., or on Saturdays four hours between 8 a.m. and 12 noon, except that in the case of Union Steam Ship Co. of New Zealand, Ltd., and/or Huddart, Parker, Ltd., these minimum periods may include overtime as well as ordinary hours worked.

(b) Clerks ordered down at 6 p.m. or later on week-days shall be paid not less than two hours pay.

Clerks ordered down or back at 1 p.m. or later on Saturdays shall be paid not less than three hours pay.

(c) Clerks required to work on Sundays or holidays shall (whenever possible) be engaged on the previous working-day.

Travelling-time.

8. Travelling-time between Wellington Wharf and Miramar shall be paid for up to three-quarters of an hour each way at ordinary time rate, but if such travelling is performed in overtime, special overtime, meal-hours, or on Sundays or holidays, the rate of pay shall be the ordinary overtime rate. Any such travelling-time may be included in the minimum period of engagement.

Holidays.

9. (a) All work done on Sundays, Christmas Day, and Good Friday shall be paid for at the rate of double ordinary time (4s. 7d. per hour).

(b) Work done on New Year's Day, Easter Monday, Labour Day, Boxing Day, Anniversary Day, and the Sovereign's Birthday shall be paid for at the rate of ordinary overtime (3s. 5½d. per hour). All work done on such holidays between 5 p.m. and midnight shall be paid for at the rate of double ordinary time (4s. 7d. per hour).

(c) If any of these holidays be generally observed on any day other than that on which it falls, the provisions of this agreement shall apply to such other day instead of the original day.

Signing-up Time.

10. Except in cases in which a tally-clerk is paid for all time he is retained on duty, signing-up time shall be paid under the following conditions:—

(a) No signing-up time to be paid if the engagement is terminated before expiration of the minimum period of four hours.

(b) Half-an-hour to be paid if the engagement lasts the minimum period of four hours.

(c) One hour per day to be paid for any engagement lasting longer than the minimum period of four hours.

(d) Signing-up time to be paid for at the hourly rate operating at the time the clerk ceases tallying or as follows:—

- (1) If the tallying ceases during the ordinary working-hours up to and including 5 p.m., 2s. 3½d. per hour.
- (2) If the tallying ceases during meal-hours or between 6 and 10 p.m. Mondays to Fridays (both inclusive) and between 1 p.m. and 5 p.m. Saturdays, at the rate of 3s. 5½d. per hour.
- (3) If the tallying ceases after 10 p.m. Mondays to Fridays inclusive, or after 6 p.m. Saturdays, 4s. 7d. per hour.

Preference.

11. If and so long as the rules of the union shall permit any person of good character and sober habits who is qualified to do the work required of him as a Tallyman, to become a member of the union upon a written application and payment of an entrance fee not exceeding 5s. and of subsequent contributions not exceeding 6d. per week, payable quarterly in advance, provided that the contributions for the first month shall not exceed 1s. per week, then and in such case the employer shall employ members of the union in preference to non-members, provided that there are members of the union offering their services equally qualified to perform the particular work required to be done and ready and willing to undertake the same. Where non-union labour is employed such men shall be permitted to finish the job they are first engaged on, but if they then decline to join the union they shall at the request of the secretary be replaced by the employer with union men, if available.

Application of Agreement.

12. This agreement shall apply only 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

to wharves or railway trucks; but notwithstanding the provisions of the above clause it is agreed that the tallying of bunker coal into oversea steamers shall be given to tally-clerks as hitherto.

Retrospective Pay.

13. The rates of pay fixed herein shall be retrospective to and including 1st January, 1935.

Term of Agreement.

14. This agreement shall come into force on and from the date hereof, and shall continue in force until 31st December, 1936.

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

Burns, Philp, and Co., Ltd., Wellington—

C. C. BRADY, Manager at Wellington.

Witness to the above signature—H. Rainey.

The Wellington Waterside Employers' Union Industrial
Union of Employers, "X" Store, Queen's Wharf,
Wellington—

W. BENNETT, Manager.

Witness to the above signature—H. Rainey.

Union Steam Ship Co. of New Zealand, Ltd., Wel-
lington—

W. G. SMITH.

Witness to the above signature—G. H. Norman.

New Zealand Shipping Co., Ltd., Wellington—

A. H. SINEL.

Witness to the above signature—H. Rainey.

Shaw, Savill, and Albion Co., Ltd., Wellington—

E. V. BEVAN.

Witness to the above signature—R. S. Pasley.

Commonwealth and Dominion Line, Ltd., Wellington—

N. D. BINNIE.

Witness to the above signature—H. Rainey.

Richardson and Co., Ltd., 166 Featherston Street, Wel-
lington—

C. M. HOWARD.

Witness to the above signature—H. Rainey.

- Westport Coal Co., Ltd., Wellington—
S. HAMILTON.
Witness to the above signature—H. Rainey.
- Huddart Parker Co., Ltd., Wellington—
N. D. McLEAN, Wellington Manager.
Witness to the above signature—T. L. Welch.
- Canterbury Steam Shipping Co., Ltd., Wellington—
L. R. MUIR.
Witness to the above signature—H. Rainey.
- G. H. Scales, Ltd., Wellington—
W. LUKE, Manager.
Witness to the above signature—H. Rainey.
- Holm and Co., Ltd., 35 Johnston Street, Wellington—
S. HOLM.
Witness to the above signature—H. Rainey.
- Gannaway and Co., Ltd., Glasgow Wharf, Wellington—
E. SCOTLAND.
Witness to the above signature—H. Rainey.
- T. and W. Young, Ltd., Wellington—
J. R. HOOPER.
Witness to the above signature—H. Rainey.
- Federal Steam Navigation Co., Ltd., Wellington—
A. D. BAYFIELD, Manager for New Zealand.
Witness to the above signature—H. Rainey.
- Coastal Shipping Co., Ltd., Wellington—
W. BENNETT.
Witness to the above signature—H. Rainey.
- Canadian National Steamships, Wellington—
W. M. LUKE.
Witness to the above signature—T. R. Boyes.
- Wellington City Ships' Tally Clerks Industrial Union of
Workers—
[SEAL.] J. N. ISAACS.
Witness to the above signature—A. D. Hunter.