

NEW ZEALAND HARBOUR BOARDS' HARBOURMASTERS AND PILOTS—
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 this 30th day of September 1960 between the New Zealand Merchant Service Guild Industrial Union of Workers (hereinafter referred to as "the guild") of the one part and the New Zealand Harbour Boards' Industrial Union of Employers (hereinafter referred to as the employers' union) of the other part whereby it is mutually agreed by and between the said parties hereto as set out in the following Schedule.

SCHEDULE

Scope of Agreement

1. This agreement shall apply to pilots appointed by the following harbour boards:

Auckland Harbour Board	Bay of Islands Harbour Board
Gisborne Harbour Board	Greymouth Harbour Board
Lyttelton Harbour Board	Napier Harbour Board
Nelson Harbour Board	Otago Harbour Board
Southland Harbour Board	Taranaki Harbour Board
Tauranga Harbour Board	Timaru Harbour Board
Wanganui Harbour Board	Wellington Harbour Board

but shall not apply to:

- (a) Harbourmasters at Auckland, Wellington, Lyttelton, Napier, Oamaru, Otago, Southland, Taranaki, Tauranga and Whangarei.
- (b) Officers who combine the functions of harbourmaster and secretary or manager.

Hours and General Conditions

2. The responsibilities of the harbourmasters, deputy harbourmasters and pilots in relation to their duties in general, their hours of work and other conditions shall remain as at present between the harbourmasters, deputy harbourmasters and pilots and their respective harbour boards unless varied by mutual agreement between the guild and the employers' union.

Salary Payments

3. The following shall be the salary payments for officers coming within the scope of this agreement:

	Per Annum £
<i>Auckland</i>	
Deputy Harbourmaster	1,900
Senior Pilot	1,800
Second Pilot	1,730
Third Pilot	1,730
Fourth Pilot	1,730
Fifth Pilot	1,730
Survey Officer	1,385
Day Officers and Relieving Pilots	1,300
<i>Wellington</i>	
Deputy Harbourmaster and Second Pilot	1,900
Third Pilot	1,750
Pilots (4)	1,650
Junior Pilot	1,500
<i>Lyttelton</i>	
Deputy Harbourmaster and First Pilot	1,750
Second Pilot	1,620
Third Pilot	1,620
Junior Pilot	1,400
<i>Otago</i>	
Deputy Harbourmaster	1,750
Pilot	1,620
Pilot	1,600
Relieving Officer and Junior Pilot	1,400
<i>Southland</i>	
Deputy Harbourmaster	1,550
Third Pilot	1,425
<i>Napier</i>	
Assistant Harbourmaster and Second Pilot	1,425
<i>Taranaki</i>	
Deputy Harbourmaster, Second Pilot and Dredgemaster	1,525
<i>Timaru</i>	
Harbourmaster	1,750
Assistant Harbourmaster and Dredgemaster	1,475

	Per Annum £
<i>Nelson</i>	
Harbourmaster	1,650
Dredgemaster, Second Pilot	1,400
<i>Greymouth</i>	
Harbourmaster	1,450
Pilots	1,250
<i>Gisborne</i>	
Harbourmaster and Pilot	1,375
<i>Opua</i>	
Harbourmaster/Pilot	1,450
<i>Wanganui</i>	
Harbourmaster	1,325
Assistant Harbourmaster	1,200
<i>Tauranga</i>	
Deputy Harbourmaster	1,550
Pilot	1,425

Annual Holidays

4. Harbourmasters and pilots shall after the completion of each year of service be entitled to 31 days holiday on full pay. In addition an officer who has been engaged on pilotage duties on statutory holidays during the year shall have one additional day added to his annual leave for each statutory holiday so worked.

Officers to be Members of Union

5. (a) Subject to the provisions of sections 174 (5) and 175 of the Industrial Conciliation and Arbitration Act 1954, it shall not be lawful for any employer bound by this agreement to employ or to continue to employ in any position or employment subject to this agreement any adult person who is not for the time being a member of an industrial union of workers bound by this agreement.

(b) Every person who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested so to do by his employer or any officer or representative of the union, commits a breach of this agreement and shall be liable accordingly.

(NOTE—Attention is drawn to section 174 (3) of the Industrial Conciliation and Arbitration Act 1954, which gives to workers the right to join the union.)

Disputes

6. The essence of this agreement being that the work of the employers shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is hereby provided that if any dispute or difference shall arise between the parties bound by this agreement, or any of them, as to any matter whatsoever arising out of or connected therewith and not dealt with in this agreement, every such dispute or difference shall be referred to a committee of two representatives of the guild and two representatives of the employers' union together with, if required by either party, an independent chairman to be mutually agreed upon, or in default of agreement, to be appointed by the Conciliation Commissioner for the district. Every side shall have the right to appeal to the Court against a decision of any such committee upon giving to the other side written notice of such appeal within 21 days after such decision has been made known to the party desirous of appealing.

Miscellaneous

7. All existing privileges, allowances, arrangements regarding houses, telephones, uniforms, etc. as at present obtaining in each port shall be continued.

Transport

8. When a pilot is required to start or finish work when the usual means of transport is not available he shall be conveyed to and from his home at the employer's expense.

Meals

9. Where a harbourmaster or pilot is engaged in piloting continuously through the following hours, viz. 7 a.m. to 9 a.m.; noon to 2 p.m. and 5 p.m. to 7 p.m. without an opportunity of having a meal he shall be paid 5s. meal money.

Termination of Employment

10. Subject to the conditions of any contract of service, the employment shall be a three monthly one, and excepting for conduct justifying summary dismissal three month's notice of the termination of employment shall be given by either party.

Term of Agreement

11. This agreement, in so far as it relates to wages shall be deemed to have come into force on the 1st day of September 1960 and so far as all other conditions of the agreement are concerned it shall come into force on the day of the date hereof and shall continue in force until the 31st day of August 1961.

Signed on behalf of the New Zealand Merchant Service Guild Industrial Union of Workers:

V. C. OSTENFELD, Vice-President.
W. J. DICKINSON, Secretary.

Signed on behalf of the New Zealand Harbour Boards' Industrial Union of Employers:

B. E. KEILLER, President.
R. E. DAWSON, Secretary.
