

NEW ZEALAND (EXCEPT MARLBOROUGH) HARBOUR BOARDS' HARBOUR-MASTERS AND PILOTS—AWARD

[Filed in the Office of the Clerk of Awards, Wellington.]

In the Court of Arbitration of New Zealand, Northern, Taranaki, Wellington, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts—
In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the New Zealand Merchant Service Guild Industrial Union of Workers (hereinafter called "the union") and the under-mentioned union and boards (hereinafter called "the employers"):

New Zealand Harbour Boards Industrial Union of Employers, 222 Lambton Quay, Wellington.

Auckland Harbour Board, P.O. Box 1259, Auckland.

Bay of Islands Harbour Board, Opua.

Gisborne Harbour Board, Gisborne.

Greymouth Harbour Board, Greymouth.

Lyttelton Harbour Board, Madras Street, Christchurch.

Motueka Harbour Board, Motueka.

Napier Harbour Board, Napier.

Nelson Harbour Board, Nelson.

Otago Harbour Board, P.O. Box 1, Dunedin.

Southland Harbour Board, P.O. Box 1, Bluff.

Taranaki Harbour Board, New Plymouth.

Tauranga Harbour Board, Tauranga.

Timaru Harbour Board, Timaru.

Wanganui Harbour Board, Castlecliff, Wanganui.

Wellington Harbour Board, P.O. Box 893, Wellington.

Whangarei Harbour Board, Whangarei.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the terms of settlement arrived at in the above-mentioned dispute and forwarded directly to the Court pursuant to the provisions of section 130 of the Industrial Conciliation and Arbitration Act, 1954, doth hereby order and award:

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the Schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the Schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as hereinafter provided and shall continue in force until the 28th day of February 1963 and thereafter as provided by section 152 of the Industrial Conciliation and Arbitration Act 1954.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 16th day of March 1962.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Application of Award

1. This award 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
Motueka Harbour Board	Otago Harbour Board
Nelson Harbour Board	Taranaki Harbour Board
Southland Harbour Board	Timaru Harbour Board
Tauranga Harbour Board	Wellington Harbour Board
Wanganui Harbour Board	Whangarei Harbour Board

but shall not apply to:

Harbour-masters at Auckland, Wellington, Lyttelton, Napier, Oamaru, Otago, Southland, Taranaki, Tauranga, Whangarei, or to the Harbour Superintendent or the Deputy Harbour Superintendent/Chief Pilot at Whangarei.

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 employer's union.

Salary Payments

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

	Per Annum £
<i>Auckland:</i>	
Deputy harbourmaster	2,000
Senior pilot	1,900
Pilots	1,830
Day officers and relieving pilots	1,400
<i>Wellington:</i>	
Deputy harbourmaster and second pilot	2,000
Third pilot	1,850
Pilots	1,750
Junior pilot	1,600
<i>Lyttelton:</i>	
Deputy harbourmaster and first pilot	1,850
Second pilot	1,720
Third pilot	1,720
Junior pilot	1,500
<i>Otago:</i>	
Deputy harbourmaster	1,850
Pilot	1,720
Pilot	1,700
Relieving officer and junior pilot	1,500
<i>Southland:</i>	
Deputy harbourmaster	1,650
Third pilot	1,525
<i>Napier:</i>	
Assistant harbourmaster and second pilot	1,575

	Per Annum £
<i>Taranaki:</i>	
Deputy harbourmaster, second pilot and dredgemaster	1,625
<i>Timaru:</i>	
Harbourmaster	1,850
Assistant harbourmaster and dredgemaster	1,575
<i>Nelson:</i>	
Harbourmaster	1,750
Dredgemaster, second pilot	1,500
<i>Motueka:</i>	
Harbourmaster	1,100
<i>Greymouth:</i>	
Harbourmaster	1,550
Pilots	1,350
<i>Gisborne:</i>	
Harbourmaster and pilot	1,475
<i>Opua:</i>	
Harbourmaster/pilot	1,600
<i>Wanganui:</i>	
Harbourmaster	1,425
Assistant harbourmaster	1,300
<i>Tauranga:</i>	
Deputy harbourmaster	1,700
Pilot	1,575
Pilot	1,550
<i>Whangarei:</i>	
Pilot	1,700

Annual Holidays

4. Harbourmasters and pilots shall after the completion of each year of service be entitled to thirty-one days holiday on full pay. In addition an officer who has been engaged on pilotage duties, or in accordance with instructions has remained on call, or has been required to attend to shipping, shall have one additional day added to his annual leave for each statutory holiday so worked.

Unqualified Preference

5. (a) Any adult person engaged or employed in any position or employment subject to this award by any employer bound by this award shall, if he is not already a member of a union of workers bound by this award, become a member of such union within fourteen 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 award so long as he continues in any position or employment subject to this award.

(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 award.

(d) Every employer bound by this award commits a breach of this award if he continues to employ any worker to whom subclauses (a) and (b) apply, after having being notified by any 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 award but does not include a person who holds a current certificate of exemption from union membership issued under the Industrial Conciliation and Arbitration Act 1954.

Disputes

6. The essence of this award 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 award, or any of them, as to any matter whatsoever arising out of or connected therewith and not dealt with in this award, 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. Either 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. and all other such domestic matters at present obtaining in each port shall be continued: Provided however, that these matters may be varied by mutual agreement between the parties, and where the parties cannot agree the matter shall be dealt with under clause 6 hereof.

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 6s. 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.

Scope of Award

11. This award shall operate throughout the Northern, Taranaki, Wellington, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts.

Term of Award

12. This award, in so far as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the 5th day of October 1961, and so far as all other provisions of the award are concerned, it shall come into force on the day of the date hereof; and this award shall continue in force until the 28th day of February 1963.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 16th day of March 1962.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award, which incorporates the terms of settlement arrived at by the parties, includes a clause designed to operate as an unqualified preference provision within the meaning of section 174 of the Industrial Conciliation and Arbitration Act 1954 (as amended by the Industrial Conciliation and Arbitration Amendment Act 1961). Section 174B directs that the Court in making any award shall insert therein an unqualified preference provision only if it is satisfied under the first alternative that such a provision has been agreed upon by all the assessors in the course of an inquiry into an industrial dispute by a Council of Conciliation. For the purposes of section 174B the Court is satisfied to accept the complete settlement arrived at by the parties and executed by or on behalf of all the assessors as proof that the unqualified preference provision has been agreed to by all the assessors, and clause 5 has therefore been incorporated in the award in the form in which it was agreed upon in the Council of Conciliation.

A. TYNDALL, Judge.

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**NEW ZEALAND (EXCEPT MARLBOROUGH) HARBOUR BOARDS' HARBOUR-
MASTERS AND PILOTS—AMENDMENT OF AWARD**

In the Court of Arbitration of New Zealand, Northern, Taranaki, Wellington, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts—
In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of the New Zealand (Except Marlborough) Harbour Boards' Harbour-masters and Pilots Award, dated the 16th day of March 1962, and recorded in 62 Book of Awards.

UPON reading the joint application made on behalf of original parties to the New Zealand (Except Marlborough) Harbour Boards' Harbour-masters and Pilots Award, dated the 16th day of March 1962 and recorded in 62 Book of Awards . . . :
And upon being satisfied that all the original parties are desirous that the award should be reviewed by it, the Court, in pursuance and exercise of the powers vested in it by section 162 (1) (b) of the Industrial Conciliation and Arbitration Act 1954, and with consent of all the said original parties, doth hereby order as follows:

1. That clause 3 (Salary Payments) of the said award is hereby amended in the manner following:

(1) By deleting the salary figure of "£1,525" for the third pilot under the heading "Southland" and substituting therefor "£1,550".

(2) By adding under the heading "Southland" the following new classification and salary figure "Junior pilot £1,525".

(3) By adding under the heading "Taranaki" the following new classification and salary figure "Assistant dredgemaster and third pilot £1,400".

(4) By deleting the salary figure of "£1,750" for the harbour-master under the heading "Nelson" and substituting therefor "£1,800".

2. That this order shall take effect on the day of the date hereof.

Dated this 1st day of June 1962.

[L.S.]

A. TYNDALL, Judge.