

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 unions and boards (hereinafter called "the employers"):

New Zealand Harbour Boards Industrial Union of Employers, Suite 5, Mayfair Chambers,
48 The Terrace, Wellington.
Auckland Harbour Board, P.O. Box 1259, Auckland.
Bay of Islands Harbour Board, Opuā.
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.
Oamaru Harbour Board, Oamaru.
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 22nd day of March 1964 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 22nd day of March 1963.

[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	Greymouth Harbour Board
Gisborne Harbour Board	Napier Harbour Board
Lyttelton Harbour Board	Otago Harbour Board
Motueka Harbour Board	Oamaru 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
Bay of Islands Harbour Board	

but shall not apply to:

Harbourmasters at Auckland, Wellington, Lyttelton, Napier, 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		
	£	s.	d.
<i>Auckland:</i>			
Deputy harbourmaster	2,085	0	0
Senior pilot	1,982	10	0
Pilots	1,910	15	0
Day officers and relieving pilots	1,470	0	0
<i>Wellington:</i>			
Deputy harbourmaster and second pilot	2,085	0	0
Third pilot	1,931	5	0
Pilots	1,828	15	0
Junior pilot	1,675	0	0
<i>Lyttelton:</i>			
Deputy harbourmaster and first pilot	1,931	5	0
Second pilot	1,798	0	0
Pilots	1,798	0	0
Junior pilot	1,572	10	0
<i>Otago:</i>			
Deputy harbourmaster	1,931	5	0
Pilots	1,798	0	0
Relieving officer and junior pilot	1,594	0	0
<i>Southland:</i>			
Deputy harbourmaster	1,741	5	0
Third pilot	1,638	15	0
Junior pilot	1,613	2	6

	Per Annum		
	£	s.	d.
<i>Napier:</i>			
Deputy harbourmaster and second pilot	1,700	12	6
<i>Taranaki:</i>			
Deputy harbourmaster and second pilot	1,700	12	6
Dredgemaster and third pilot	1,525	0	0
<i>Timaru:</i>			
Harbourmaster	1,931	5	0
Assistant harbourmaster and dredgemaster	1,649	7	6
Assistant dredgemaster and third pilot	1,470	0	0
<i>Nelson:</i>			
Harbourmaster	1,880	0	0
Dredgemaster, second pilot	1,572	10	0
<i>Motueka:</i>			
Harbourmaster	1,162	10	0
<i>Greymouth:</i>			
Harbourmaster	1,623	15	0
Pilots	1,418	15	0
<i>Gisborne:</i>			
Harbourmaster and pilot	1,546	17	6
<i>Opua:</i>			
Harbourmaster/pilot	1,675	0	0
<i>Wanganui:</i>			
Harbourmaster	1,495	12	6
Assistant harbourmaster	1,367	10	0
<i>Tauranga:</i>			
Deputy harbourmaster	1,777	10	0
Third pilot	1,649	7	6
Pilots	1,623	15	0
<i>Whangarei:</i>			
Pilot	1,777	10	0
<i>Oamaru:</i>			
Harbourmaster and pilot	1,425	0	0

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, 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 14 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 been 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.

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

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. 2d. 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 months' 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 1st day of March 1963, 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 22nd day of March 1964.

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 22nd day of March 1963.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award, including the operative date of provisions relating to wages, incorporates the terms of settlement arrived at by the parties in the course of an inquiry held before a Council of Conciliation.

Upon being satisfied by supporting documentary evidence that an unqualified preference provision has been agreed to by all the assessors in accordance with section 174B of the Industrial Conciliation and Arbitration Act 1954 (as enacted by the Industrial Conciliation and Arbitration Amendment Act 1961), the Court has inserted clause 5 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. TYNDALL, Judge.
