

NEW ZEALAND HARBOUR BOARDS' HARBOURMASTERS AND  
PILOTS - AWARD

(Filed in the Office of The Clerk of Awards, Wellington)

In the Court of Arbitration of New Zealand, Northern, Taranaki, Wellington, Marlborough, 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 undermentioned union and boards (hereinafter called "the employers"):

New Zealand Harbour Boards Industrial Union of Employers, 6th Floor, General Buildings, 38-42 Waring Taylor Street, Wellington.  
Auckland Harbour Board, P.O. Box 1259, Auckland.  
Gisborne Harbour Board, Gisborne.  
Greymouth Harbour Board, Greymouth.  
Lyttelton Harbour Board, Madras Street, Christchurch.  
Marlborough Harbour Board, Picton.  
Napier Harbour Board, Napier.  
Nelson Harbour Board, Nelson.  
Northland Harbour Board, Whangarei.  
Oamaru Harbour Board, Oamaru.  
Otago Harbour Board, P.O. Box 1, Dunedin.  
Southland Harbour Board, P.O. Box 1, Bluff.  
Taranaki Harbours Board, New Plymouth.  
Bay of Plenty Harbour Board, Tauranga.  
Timaru Harbour Board, Timaru.  
Wanganui Harbour Board, Castlecliff, Wanganui.  
Wellington Harbour Board, P.O. Box 893, Wellington.

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 on the day of the date hereof and shall continue in force until the 31st day of July 1971 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 September 1970.

(L.S.)

A. P. BLAIR,  
Judge.

## SCHEDULE

## APPLICATION OF AWARD

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

Auckland Harbour Board	Oamaru Harbour Board
Gisborne Harbour Board	Otago Harbour Board
Greymouth Harbour Board	Southland Harbour Board
Lyttelton Harbour Board	Taranaki Harbours Board
Marlborough Harbour Board	Tauranga Harbour Board
Napier Harbour Board	Timaru Harbour Board
Nelson Harbour Board	Wanganui Harbour Board
Northland Harbour Board	Wellington 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. (a) The following shall be the minimum salary payments for officers coming within the scope of this award:

				Per Annum \$
<b>Auckland:</b>				
Deputy harbourmaster	..	..	..	7,170
Senior pilot	..	..	..	6,910
Pilots	..	..	..	6,705
<b>Day officers and relieving pilots –</b>				
1st and 2nd years	..	..	..	5,235
Subsequent years	..	..	..	5,355
<b>Gisborne:</b>				
Harbourmaster and pilot	..	..	..	5,955
Dredgemaster and deputy harbourmaster	..	..	..	5,035
<b>Greymouth:</b>				
Harbourmaster	..	..	..	5,625
Deputy harbourmaster	..	..	..	5,135
<b>Lyttelton:</b>				
Deputy harbourmaster and first pilot	..	..	..	6,755
Second pilot	..	..	..	6,365
Pilots	..	..	..	6,265
Junior pilot	..	..	..	5,605
<b>Napier:</b>				
Deputy harbourmaster and second pilot	..	..	..	6,025
Assistant dredgemaster and third pilot	..	..	..	5,305
Tugmaster, junior pilot	..	..	..	5,205

				Per Annum \$
Nelson:				
Harbourmaster	..	..	..	6,755
Deputy harbourmaster	..	..	..	5,685
Oamaru:				
Harbourmaster and pilot	..	..	..	5,055
Opuā:				
Harbourmaster/pilot	..	..	..	5,955
Otago:				
Deputy harbourmaster	..	..	..	6,755
Pilots	..	..	..	6,265
Relieving officer and junior pilot	..	..	..	5,605
Picton:				
Harbourmaster and pilot	..	..	..	6,265
Assistant harbourmaster	..	..	..	5,375
Southland:				
Deputy harbourmaster	..	..	..	6,125
Pilots	..	..	..	5,685
Junior pilot	..	..	..	5,605
Taranaki:				
Deputy harbourmaster and second pilot	..	..	..	6,025
Dredgemaster and third pilot	..	..	..	5,445
Tauranga:				
Deputy harbourmaster	..	..	..	6,755
Third pilot	..	..	..	6,365
Pilots	..	..	..	6,265
Junior pilot and relieving tugmaster	..	..	..	5,605
Timaru:				
Harbourmaster	..	..	..	6,755
Assistant harbourmaster and dredgemaster	..	..	..	6,025
Assistant dredgemaster and third pilot	..	..	..	5,305
Wanganui:				
Harbourmaster	..	..	..	5,235
Assistant harbourmaster	..	..	..	4,915
Wellington:				
Deputy harbourmaster and second pilot	..	..	..	7,170
Third pilot	..	..	..	6,755
Pilots	..	..	..	6,345
Junior pilot	..	..	..	5,955
Whangarei:				
Pilots	..	..	..	6,345

Notwithstanding any provision contained in this award a Board may pay the amount of wages due to any officer to the nearest dollar above or below the precise calculation: Provided that the difference between the precise calculation and the nearest dollar above or below that calculation is carried forward into the following pay calculation.

(b) In addition to the appropriate salary as provided in subclause (a) of this clause, an officer shall, after the completion of ten years' experience as a pilot with the same Board, be entitled to a seniority increment of \$200 per annum.

#### 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.

Where a roster system is in operation and an officer is required to work on a rostered day off duty, he shall for each such day worked be given time off in lieu thereof at a time suitable to the employer.

#### SPECIAL HOLIDAYS FOR LONG SERVICE

5. An officer shall, after twenty years of employment, be entitled once only to a special holiday of two weeks, and after thirty years of employment be entitled once only to a special holiday of three weeks, and after thirtyfive years of employment be entitled once only to a special holiday of four weeks. All such special holidays shall be on full pay and may be taken either in conjunction with the annual holiday or at such other time as may be agreed by employer and officer.

(NOTE - By way of interpretation it is stated that:

(i) The abovementioned special holidays need not necessarily be taken immediately after the expiration of the qualifying period but at some suitable reasonable time thereafter, but in no case can they be accumulated.

(ii) Persons who have more than twenty years' continuous service and less than thirty years with the same employer are now qualified to receive the additional holiday of two weeks.

(iii) A person who has more than thirty years' service shall be entitled to a special holiday of three weeks to be taken at a mutually agreed upon time prior to his reaching thirtyfive years' service but does not qualify for the special holiday of two weeks relating to his previous twenty years of continuous service. He shall however qualify for the four weeks after reaching thirtyfive years of continuous service.

(iv) A person who has more than thirtyfive years' continuous service shall be entitled to a special holiday of four weeks to be taken at a mutually agreed upon time but does not qualify for any other special holiday in respect of his previous service.)

#### UNQUALIFIED PREFERENCE

6. (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 174 H of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union).

#### DISPUTES

7. 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

8. 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 7 of this award.

#### TRANSPORT

9. 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

10. 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 70 cents meal money. Where a harbourmaster or pilot is required to obtain a meal on a Saturday, Sunday or on a holiday the employer shall pay 5 cents surcharge additional.

#### SPECIAL DUTIES

11. Where an officer is required by his employer to proceed beyond pilotage limits in tugs or other vessels to assist a vessel or vessels in distress or requiring assistance, he shall be paid, in addition to his normal salary, an amount not less than the amount in excess of the normal earnings paid to the highest paid officer or other crew member (except the master of the tug or other vessel where the master remains in overall charge of his ship), in respect of that particular service.

(NOTE - The foregoing does not effect salvage rights which are subject to the determination of the appropriate authority.)

#### TERMINATION OF EMPLOYMENT

12. 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

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

#### TERM OF AWARD

14. This award shall come into force on the day of the date hereof and shall continue in force until the 31st day of July 1971.

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 September 1970.

(L.S.)

A.P. BLAIR, Judge.

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MEMORANDUM

The award incorporates the terms of settlement arrived at by the parties in the course held before a Council of Conciliation. The unqualified preference provision (clause 6) has been inserted in accordance with the agreement of all the assessors.

A. P. BLAIR, Judge.