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**Foremen and Assistant Foremen in Wool
Stores Collective Agreement (Voluntary)**

Dated 27/11/75

NOTE: See clause 14 herein for the date on which rates of wages come into force

Form 6

Sections 65, 66, 82

Regulations 10, 21 (2)

Under the Industrial Relations Act 1973

REGISTERED COLLECTIVE AGREEMENT

In the matter of the Industrial Relations Act 1973; and in the matter of the Terms and conditions of employment of Foremen and Assistant Foremen in Wool Stores – Collective Agreement dispute of interest; between the New Zealand Foremen Stevedores, Timekeepers and Permanent Hands Industrial Union of Workers and the New Zealand Waterside Employers' Association Industrial Association of Employers.

The Industrial Commission, having before it the terms of a voluntary settlement arrived at in the above-mentioned dispute of interest and submitted or notified to the Commission pursuant to the provisions of section 65 of the Industrial Relations Act 1973, hereby registers as a collective agreement the terms, conditions, and provisions set out in the form of submission or notification attached hereto and orders:

1. That the said terms, conditions, and provisions shall be binding on the parties hereto; and

2. That the said parties shall respectively do, observe, and perform every matter and thing by this collective agreement required to be done, observed, and performed, and shall not do anything in contravention of this collective agreement but shall in all respects abide by and perform it.

In witness of the registration of this collective agreement the seal of the Industrial Commission has hereto been affixed and the President of the Commission has hereunto set his hand, this 27th day of November 1975.

(L.S.)

G. O. Whatnall, President.

Form 5

Section 65 and 66

Regulation 9 (4)

Under the Industrial Relations Act 1973

SUBMISSION OF VOLUNTARY SETTLEMENT FOR REGISTRATION

In the matter of the Industrial Relations Act 1973; and in the matter of the Terms and conditions of employment of Foremen and Assistant Foremen in Wool Stores – Collective Agreement dispute of interest; between the New Zealand Foremen Stevedores, Timekeepers and Permanent Hands Industrial Union of Workers and the New Zealand Waterside Employers' Association Industrial Association of Employers.

To the Registrar of the Industrial Commission.

We hereby submit to you a signed copy of the terms of voluntary settlement of the above-mentioned dispute of interest arrived at by the parties pursuant to section 65 of the Industrial Relations Act 1973, for registration by the Industrial Commission as a collective agreement.

Dated at Wellington this 30th day of October 1975.

Signatures of Parties:

New Zealand Foremen Stevedores, Timekeepers and Permanent Hands Industrial Union of Workers:

E. J. Watson.

New Zealand Waterside Employers' Association Industrial Association of Employers:

R. S. Benham.

TERMS AND CONDITIONS OF EMPLOYMENT OF FOREMEN AND ASSISTANT FOREMEN IN WOOL STORES – LYTTLETON, DUNEDIN AND BLUFF

HOURS OF WORK

1. The normal hours of work shall be 8.00 to noon and 1.00 p.m. to 5.00 p.m. Monday to Friday inclusive. Except as hereinafter provided all other time shall be classed as overtime.

WAGES

2. (a) Foremen in Charge of Wool Stores and Foremen in Charge of Wool Store Machinery – These workers shall receive a wage rate which will provide a margin of 38.5% over the basic ordinary time wage rate for wool store workers.

It is acknowledged by the signatories to this Agreement that the stated margin of 38.5% over the wage rate for wool store workers, whilst being identical with the margin which has been agreed for foremen stevedores over waterside workers is not to be interpreted as having any implications with regard to waterside workers bonus rates.

(b) Assistant Wool Store Foremen – These workers shall receive a wage rate comprising 95% of the wage rate for foremen in charge of wool stores and wool store machinery as specified in subparagraph (2) (a) above.

(c) It is agreed and understood that certain workers who are nominally employed under the provisions of this Agreement are in receipt of annual salaries which have been calculated to cover the weekly wage prescribed in the Agreement plus any overtime which might be worked, or service allowance which is payable.

It is not the intention that the salary shall be reduced below the present level by reason of this Agreement and they will be reviewed annually or at any time that wages prescribed for wool store workers are varied to ensure that existing margins between individual salaried workers and wool store hands (including those who are in receipt of the above Award Rates) are maintained.

(d) Workers having continuous service under this Agreement and who are paid in accordance with subclauses (a) or (b) above shall receive a service allowance in addition as follows:

	Per Week
	\$
5 years	1.2161
10 years	1.8240
15 years	2.4323
20 years	3.0352
25 years	3.6484

OVERTIME

3. Overtime shall be worked as required by the employer and shall be paid for as follows:

Ordinary Time and a Half

6 p.m. to 9 p.m. Mondays to Fridays inclusive.

8 a.m. to 11 a.m. Saturdays.

Double Ordinary Time

Meal hours (except on Saturdays, Sundays and Holidays).

Between 9 p.m. and 8 a.m.

Saturdays after 11 a.m.

Sundays and holidays.

Two and One Half Times Ordinary Time

Meal hours on Saturdays, Sundays and Holidays.

Saturday overtime after 1 p.m. shall be for a minimum period 1 p.m. to 5 p.m. with a further minimum period of 4 hours from 6 p.m. to 10 p.m. where work is required after 6 p.m.

MEAL MONEY

4. When workers are required to work after 5 p.m. Monday to Friday and after 1 p.m. on Saturdays, Sundays and holidays, they shall be paid a meal money in accordance with the rate specified in the current New Zealand (except Northern Industrial District) Wool, Grain, Hide and Manure Stores Employees Collective Agreement.

HOLIDAYS

5. (a) The holidays throughout the year shall be as follows:

Lyttelton – Christmas Day, Boxing Day, New Year's Day, 2nd January, Good Friday, Easter Monday, Labour Day, the birthday of the reigning Sovereign and Show day.

In lieu of Waterside Workers Picnic Day each individual wool store foreman or engineer shall be granted one days holiday on pay at a time to be mutually agreed between employer and employee.

Otago – Christmas Day, Boxing Day, New Year's Day, 2nd January, Good Friday, Easter Monday, Labour Day, the birthday of the reigning Sovereign and Anniversary Day.

In lieu of the watersider's picnic day each wool store foreman or man in charge of wool dumping machinery shall be granted a days holiday on pay at a convenient time to be mutually agreed between employer and employee.

Southland – Christmas Day, Boxing Day, New Year's Day, 2nd January, Good Friday, Easter Monday, Anniversary Day, Labour Day and the birthday of the Reigning Sovereign.

In lieu of waterside worker's picnic day each wool store foreman or man in charge of wool dumping machinery shall be granted a days holiday on pay at a convenient time to be mutually agreed between employer and employee.

(b) Anzac Day shall be observed in accordance with the Anzac Day Act 1949 and the provisions of subclause (b) of Clause 11 of the current New Zealand Foremen Stevedores, Timekeepers, Permanent Hands, etc. Collective Agreement shall not apply to wool store workers.

(c) New Zealand Day shall be observed in terms of the New Zealand Day Act 1972.

(d) For work performed on the above holidays and on Sundays, double time, in addition to the weekly wage, shall be paid with a minimum of four hours, provided that a worker required to work before noon and after 1 p.m. shall be paid a minimum of eight hours.

(e) Annual Holidays – Wool store foremen, assistant foremen and engineers shall be entitled to four weeks holiday per annum. Holidays under this clause to be taken at a time to be mutually agreed upon.

Payment for annual holidays shall be on the basis of the workers average weekly taxable earnings for the year (or less period where applicable), immediately preceding his annual holiday entitlement provided that in no case shall the holiday be less than the workers ordinary pay at a time of taking the holiday.

PROTECTIVE CLOTHING

6. (a) Wet Weather Gear — Wet weather gear shall be provided for individual use of foremen who are required to supervise labour in wet weather.

(b) Foremen shall be provided with overalls which shall be laundered at the employers expense as necessary.

DUTIES

7. Employees covered by this Agreement shall perform all duties which are customarily carried out by them including the supervision and direction of wool store workers engaged in wool handling operations and wool movements through wool store installations.

SPECIAL HOLIDAYS FOR LONG SERVICE

8. Every worker shall, after 15 years of employment under this Agreement be entitled once only to a special holiday of two weeks, and after 30 years of such employment be entitled once only to a special holiday of three weeks, and after 35 years of such employment be entitled once only to a special holiday of four weeks. Payment for such special holidays shall be made on the basis set out in clause 5 of this Collective Agreement.

NOTE — By way of interpretation it is stated that:

- (i) The abovementioned special holiday need not necessarily be taken immediately after the expiration of the qualifying period but by agreement at some suitable reasonable time thereafter.
- (ii) Persons who have more than 15 years continuous service and less than 30 years under this Agreement are now qualified to receive the additional holiday of two weeks.
- (iii) A person who has more than 30 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 35 years service but does not qualify for the special holiday of two weeks relating to his previous 15 years of continuous service. He shall, however, qualify for the four weeks after reaching 35 years continuous service.
- (iv) A person who has more than 35 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.

REDUNDANCY — PROCEDURAL ARRANGEMENTS

9. (a) (i) Any man under the age of 65 years whose service is terminated by his employer on the grounds of redundancy prior to his normal retirement age shall receive a redundancy payment of two weeks pay for each year of service calculated, at the basic rate set out in this Collective Agreement for the particular classification of worker applying at the time of termination. This redundancy payment shall only apply to years of service under this Agreement. Pro rata payment will apply to a part year of service.

(ii) Any employer who contemplates having to dismiss an employee on the grounds of redundancy shall advise the union and the New Zealand Port Employers' Association as soon as possible.

(iii) On receipt of such notification the Association and the employers concerned will make every endeavour to find alternative employment in the same capacity with another employer in the same port, or alternatively at another port for the worker or workers concerned.

(iv) Three months notice in writing shall be given to an employee whose services are to be terminated on the grounds of redundancy, but this shall not prevent such a worker from terminating his services at an earlier date if he so desires without payment for the balance of his notice period.

(v) The foregoing provisions shall not apply to a man who accepts a transfer from one port to another while remaining in the employ of the same company.

In all other cases the foregoing provisions shall apply.

(b) Order of Redundancy Retirement — In the event of the redundancy provisions being invoked staff will be shortened down in the following order:

- (i) Men over retirement age;
- (ii) Voluntary retrenchment by agreement;
- (iii) Last on first off based on total service with the company under the provisions of the Foremen, Timekeepers and Permanent Hands Agreement or Award.

(c) Transfers — In the redundancy situation where approval is given to members of the union to transfer to another port, financial assistance will be made available on the following terms and conditions:

- (i) Fare and Allowances — First or one class single fares will be provided to the port to which the transfer is being effected for the man, and if married for his wife and dependent children. Sleeper accommodation will be provided where overnight travel is unavoidable;
- (ii) A sum of \$40.00 will be paid to cover out of pocket expenses for the journey.
- (iii) If a man or his family elect to travel by means other than that specified by the employer, he will be reimbursed to the actual amount of the cost of travel or what it would have cost to make the journey by the approved means whichever is the lesser.
- (iv) Removal costs of bona fide household goods and effects will be paid, provided that the cost is certified as reasonable by a person nominated for the purpose by the New Zealand Port Employers' Association who shall be entitled to prior quotations.

TRANSPORT

10. Workers shall be conveyed to and from their homes if they finish or commence work and they are not on pay at times when public conveyances usually used by them are not running, but this provision shall not apply to workers engaged for the normal hours of work, nor in cases where workers are required to advance their hours of work for the day to suit the requirements of the normal port working hours.

DISPUTES PROCEDURE AND PERSONAL GRIEVANCES

11. The provisions of the current New Zealand Foremen Stevedores, Timekeepers and Permanent Hands Collective Agreement concerning Disputes Procedure and Personal Grievances shall apply to the parties bound by this agreement.

UNQUALIFIED PREFERENCE

12. The provisions of the current New Zealand Foremen Stevedores, Timekeepers and Permanent Hands Collective Agreement concerning unqualified preference shall apply to the parties bound by this Agreement.

APPLICATION OF AGREEMENT

13. This Agreement shall apply to Foremen in charge of wool stores, Foremen in charge of wool store machinery and assistant wool store foremen employed at the following wool dumping stores:

- Shaw Savill and Albion Co. Ltd. Stores at Lyttelton, Dunedin and Bluff.
- P. & O. (N.Z.) Ltd. Stores at Lyttelton and Bluff.
- The Dunedin Wool Dumping Company Store at Dunedin.

TERM OF AGREEMENT

14. This Agreement shall be deemed to have come into force on the 1st day of September 1975 and shall continue in force for a period of 12 months thereafter.

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

New Zealand Foremen Stevedores, Timekeepers and Permanent Hands Industrial Union of Workers:

E. J. Watson.

Witness to the above signature:

P. Kelly.

New Zealand Waterside Employers Industrial Association of Employers:

R. S. Benham.

Witness to the above signature:

H. C. Arden.

MEMORANDUM

This collective agreement incorporates the terms of voluntary settlement arrived at by the parties and submitted to the Commission for registration pursuant to section 65 of the Industrial Relations Act 1973.

G. O. Whatnall, President.