

Please post in a Conspicuous Place accessible to Workers

**Port Chalmers Marine Repair Works
Employees Collective Agreement –
(Composite)**

Dated 27/11/75

NOTE: See clause 10 herein for the date on which rates of wages come into force

Form 6

Under the Industrial Relations Act 1973

REGISTERED COLLECTIVE AGREEMENT

In the matter of the Industrial Relations Act 1973; and in the matter of the Port Chalmers Marine Repair Works Employees dispute of interest; between the Combined Port Chalmers Marine Repair Works Employees Union and the Union Steam Ship Company of New Zealand Limited.

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 66 of the Industrial Relations Act 1973, hereby registers as a collective agreement the terms, conditions, and provisions set out in the schedule 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

Sections 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 Port Chalmers Marine Repair Works Employees dispute of interest 1975; between the Combined Port Chalmers Marine Repairs Works Employees Unions and the Union Steam Ship Company of New Zealand Limited;

To the Registrar of the Industrial Commission

We hereby submit to you a signed copy of the terms of voluntary settlement of the abovementioned dispute of interest arrived at by the parties pursuant to section 66 of the Industrial Relations Act 1973, for registration by the Industrial Commission as a collective agreement.

For and on behalf of Union Steam Ship Co. of N.Z. Ltd.:

P. F. Geoghegan.

For and on behalf of Combined Port Chalmers Marine Repairs Works Employees:

J. A. Boomer.

Union Parties to Agreement:

N.Z. (except Northern and Westland) Shipwrights, Boatbuilders and Related Trades Industrial Union of Workers.

N.Z. Engineering, Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers.

United Boilermakers, Iron and Steel Shipbuilders of Otago Industrial Union of Workers.

Otago and Southland General Electrical Workers Industrial Union of Workers.

Otago and Southland Wholesale Storemen and Packers Industrial Union of Workers.

Made this 9th day of August 1975 between the Union Steam Ship Company of New Zealand Limited and the Unions named, representing Port Chalmers Repair Works Employees.

PREAMBLE

This agreement is made in pursuance of the Industrial Relations Act 1973, and its Amendments whereby it is mutually agreed by and between the parties hereto as follows. That is to say:

1. The terms, conditions, stipulations and provisions contained and set out in the schedule hereto shall be binding on the two parties and they will be deemed to be and are hereby incorporated in and declared to form part of this agreement.

2. The said parties hereby will respectively do, observe and perform every matter and thing of this agreement and by the said terms, conditions stipulations and provisions respectively required to be done, observed and performed and will not do anything in contravention of this agreement or of the said terms, conditions, stipulations and provisions but will in all respects abide by and perform the same.

PURPORT OF AGREEMENT

That in the interests of achieving stability of wage rates and general harmony in employment it is the intention of the parties to enter into and continue by annual review the basis of agreement set out hereunder.

SCOPE OF AGREEMENT

Whereas on the one hand the Company agrees to apply the terms of the Agreement to its Port Chalmers Marine Repair Works Employees, the Union agreed to maintaining the conditions of this Agreement for its duration, notwithstanding movement in Award rates of pay including suggested "pass on" adjustments (with the exception of General Wage Orders) during the currency of the agreement.

WAGES

1. (a) Wages Rates as from 9/7/75.

(i) Tradesman non certificated \$2.45.90

(ii) Tradesman certificated \$2.52.92

(iii) Storemen \$2.23.02

(iv) Labourers, Meal Workers Assistant \$2.13.52

(b) "Ship money" is included in the amounts set out above.

(c) Various individual amounts paid above the previously agreed margins will be maintained over and above the amounts specified in clause 1 hereof.

(d) "Dirty money" as prescribed in the respective awards is to be paid to all tradesmen, whether working on ship or on shore.

(e) The conditions of the respective awards in all other respects including allowances and special payments shall apply and trade margins in respective awards shall be maintained in accordance with the tenor of their application to paid rates.

(f) Double time will be paid for meal hours worked and until the break for a meal hour is allowed.

(g) Double time will be paid for the time worked prior to the 8 a.m. start when required by the employer.

SERVICE PAYMENTS

2. Additional to the rates in clause 1 (a) above the following service payments will apply:

- After 1 year continuous service 2.56 cents per hour.
- After 2 years continuous service 3.58 cents per hour.
- After 3 years continuous service 6.14 cents per hour.
- After 4 years continuous service 8.69 cents per hour.
- After 5 years continuous service 10.23 cents per hour.
- After 6 years continuous service 12.27 cents per hour.

HOLIDAYS

3. The provisions of the Annual Holidays Act 1974 shall apply.

STATUTORY HOLIDAYS

4. On occasions where employees are required to work on a statutory holiday, in addition to payments called for under the respective Awards, one days leave will be added to the annual leave of the employee for each such statutory holiday worked.

SAFETY BOOTS

5. Each worker shall be supplied on request with one pair of leather steel-capped working boots or shoes. Replacement shall be upon production of such footwear when worn out with a maximum issue of one pair per annum. Should the workers employment terminate before he has completed the 12 months period of issue he may retain his issue of leather footwear but shall refund to the employer one-twelfth of the initial cost of the last issue of footwear for each completed month by which his length of employment falls short of 12 months.

OVERTIME WORK

6. Overtime work will be notified by 3.00 p.m. on the day except where the Workshop Manager considers an emergency has arisen which would affect the safety or sailing of any vessel or the necessity to provide that work where immediate action is required.

CHARGE HAND ALLOWANCE

7. Where an award rate for charge hands is stipulated at so much "per day" it is agreed that this will be construed to mean an eight-hour day and this award rate figure will be divided by eight to give an appropriate rate per hour ordinary rate.

This clause rate so calculated will be paid on an hourly basis in line with similar clauses in other awards where the rate is stated as "per hour".

REDUNDANCY

8. The company undertakes that in the event of any anticipated displacement of labour on account of redundancy, the maximum advice and if possible six months notification will be given to all Unions concerned to allow discussions to take place.

LONG SERVICE

9. Workers covered by this Agreement shall be entitled to special holidays as follows:

- (a) One special holiday of two weeks after completion of 15 years and before completion of 25 years continuous service with the company.
- (b) One special holiday of three weeks after the completion of 25 years and before the completion of 35 years of continuous service with the company.

- (c) One special holiday of four weeks after the completion of 35 years and before the completion of 40 years of continuous service with the company.
- (d) One special holiday of five weeks after the completion of 40 years continuous service with the company.
- (e) All such holidays taken under this clause shall be on ordinary pay and may be taken in one or more periods and at such time as may be agreed to by the employer and the worker.
- (f) Should a worker have completed 25 years of continuous service with the company prior to the date of this Agreement he shall not be entitled to the special holiday provided in paragraph (a) of this clause.
- (g) Should a worker have completed 35 years of continuous service with the Company prior to the date of this agreement he shall not be entitled to the special holiday provided in paragraph (a) and (b).

TERM OF AGREEMENT

10. This agreement in so far as wages are concerned will come into force on the 9th July 1975 and in so far as all other provisions are concerned on the day of the date hereof and will continue in force until 8th July 1976.

For the combined Port Chalmers Marine Repair Works Employees Union:

J. A. Boomer.

For the Union Steam Ship Company of New Zealand Limited:

P. F. Geoghegan.