

Please post in a Conspicuous Place accessible to Workers

**Wellington Hold Preparation Shipwrights
Container Repair Collective Agreement
(Voluntary)**

Dated 18/11/75

NOTE: See clause 20 herein for the date on which rates of wages come into force

Under the Industrial Relations Act 1973

REGISTERED COLLECTIVE AGREEMENT

In the matter of the Industrial Relations Act 1973 and in the matter of the Wellington Hold Preparation Shipwrights Container Repair Collective Agreement Dispute of Interest between the Wellington Amalgamated Watersiders' Industrial Union of Workers and the New Zealand Shipwright Services Company Ltd.

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 18th day of November 1975.

(L.S.)

G. O. Whatnall, President.

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 Wellington Hold Preparation Shipwrights Container Repair Collective Agreement Dispute of Interest between the Wellington Amalgamated Watersiders' Industrial Union of Workers and the New Zealand Shipwright Services Company Ltd.

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 1st day of October 1975.

Signature of Parties:

Wellington Amalgamated Watersiders' Industrial Union of Workers:

P. J. Heffron.

New Zealand Shipwright Services Company Ltd.:

J. S. Goodman.

TERMS OF A VOLUNTARY SETTLEMENT UNDER SECTION 65
OF THE INDUSTRIAL RELATIONS ACT 1973

WELLINGTON HOLD PREPARATION SHIPWRIGHTS CONTAINER
REPAIRS – COLLECTIVE AGREEMENT

PREAMBLE

This Collective Agreement, made in pursuance of the Industrial Relations Act 1973, this First day of October 1975, between the Wellington Amalgamated Watersiders' Industrial Union of Workers (hereinafter called the "Union") of the one part, and the New Zealand Shipwright Services Company Limited (hereinafter called the "Employers") of the other part, whereby it is mutually agreed by and between the parties hereto as follows:

1. That the terms, conditions, stipulations and provisions contained and set out in the Schedule hereto shall be binding on the said parties, and they shall be deemed to be and are hereby incorporated to form part of this Agreement;

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

SCHEDULE

1. WORKERS TO WHOM THIS AGREEMENT SHALL APPLY

1.1 The workers to whom this Agreement shall apply are the shipwrights, shipjoiners and joiners machinists, who are members of the Hold Preparation Section of the Wellington Amalgamated Watersiders' Industrial Union of Workers permanently employed by the Employer, and those members of the Wellington Amalgamated Watersiders' Industrial Union of Workers attached to a supplementary register of shipwrights, hereinafter called the "Workers", when employed in the Wellington Container Complex for the following repair work on or in containers:

1.1.1. Repairs to fibre glass and insulation which do not require under cover facilities and/or curing;

1.1.2. Rivetting patches on exterior and interior linings;

1.1.3. Repairs to wooden floors and wooden linings;

1.1.4. Repairs to plenum chamber flaps and valves;

1.1.5. Touch up painting and repairs;

1.1.6. Repair or replacement of rubber door seals;

1.1.7. Minor repairs to doors;

1.1.8. Repairs to side walls and roofs of steel containers requiring the use of gas or arc welding except in areas adjacent to strength members.

1.2. Except when such work is covered by the provisions of any other Award or Collective Agreement that may be at present operative within the container complex, Workers employed under this Agreement shall also undertake the following work in refrigeration units:

1.2.1. Removing clip-on unit attachment clamps which require repair outside the container complex, replacement after repair and pressing when required;

1.2.2. The removal and replacement of damaged shutters, guard rails, ladders and platform assemblies of refrigeration tower units where the work is within the competence of Workers employed under this Agreement;

1.2.3. The bolting together of top and bottom modules of refrigeration tower units;

1.2.4. Changing oil in compressors when this work is not associated with a routine maintenance or overhaul procedure.

2. NUMBER OF MEN

2.1. For the work required, as defined in Clause 1 of the Agreement, the Union undertakes that Workers with the necessary qualifications and skills will be available for this work.

2.2. The minimum number of men regularly employed shall be four, and shall be selected from a roster which shall provide for one of the men regularly employed on this work to be continuously engaged for the work.

2.3. The roster shall be drawn up by the Employer after consultation with the Union and shall be designed to:

2.3.1. Ensure the Workers to be so engaged have the necessary qualifications and skills, this qualification to be agreed between the Employer and the Union;

2.3.2. Ensure that all work within the framework of this Agreement is allocated equably to those Workers qualified to undertake the work;

2.3.3. Ensure that the period of availability for engagement for this work for each qualified Worker shall be eighteen weeks, with one man changing every sixth week.

2.4. Nothing in this Agreement shall prohibit, after consultation with the Union, the employment on this work of further Workers, additional to the regular work force, when the volume of work so requires.

2.5. The Workers employed under the terms of this Agreement shall carry out all the work required in an efficient, harmonious and expeditious manner, assisting each other without regard to any cause or reason otherwise.

3. TRADESMEN'S REPAIRS OUTSIDE THE SCOPE OF THIS AGREEMENT

3.1. Nothing contained herein shall limit the right of an owner or lessee of containers to have structural repairs or modifications, which, in his opinion on technical or environmental grounds, cannot be undertaken within the Wellington container complex, undertaken at any premises outside the complex, provided prior consultation between the Union and the Employer has taken place and agreement reached.

3.2. The owner or lessee of containers shall notify the Employer of the serial numbers of the containers which he requires to be repaired outside the Wellington container complex and the Employer shall in turn notify the Union.

4. HOURS OF WORK

4.1. The ordinary hours of work shall be 40 per week or 8 per day, Mondays to Fridays, to be worked between 7.30 a.m. and 4.30 p.m.

5. MEAL HOURS

5.1. The dinner hour shall be between noon and 1 p.m. and the tea hour shall be between 5.30 p.m. and 6.30 p.m.

6. OVERTIME

6.1. Overtime shall be worked when required by the Employer as follows:

6.1.1. On Mondays to Fridays between 4.30 p.m. and 5.30 p.m. the payment for which shall be one hour at double ordinary time rate of pay, such ordinary time rate being one fortieth the weekly wages prescribed in the Wages Clause of this Agreement;

6.1.2. On Saturdays between 8 a.m. and noon for which the payment shall be three hours at one and one half ordinary time rate of pay plus one hour at double ordinary time rate of pay, such ordinary time rate being one fortieth of the weekly wages prescribed in the Wages Clause of this Agreement;

6.1.3. On Saturdays between 1 p.m. and 5 p.m. for which the payment shall be four hours at double the ordinary time rate of pay, such ordinary time rate being one fortieth of the weekly wages prescribed in the Wages Clause of this Agreement;

6.1.4. On Sundays between 8 a.m. and noon and 1 p.m. and 5 p.m. for which the payment shall be eight hours plus one hour travelling time at double the ordinary time rate of pay, such ordinary time rate of pay being one fortieth of the weekly wages prescribed in the Wages Clause of this Agreement;

6.2. Orders for overtime shall be given as follows:

6.2.2. For overtime required on Mondays to Fridays not later than 4 p.m.

6.2.2. For overtime required on Saturday mornings not later than 4 p.m. on the preceding Friday, on Thursday if Friday is a holiday.

6.2.3. For overtime required on Saturday afternoons or on Sunday not later than 10.30 a.m. on the preceding Saturday morning;

6.2.4. In cases where the necessity to work overtime on emergency repair work becomes apparent after the times stipulated above, orders for such overtime may be given up to the normal time for ceasing work in the period concerned. For work on Mondays to Fridays between 6.30 p.m. and 9.30 p.m. the payment shall be 3 hours at the rate of double the ordinary time rate of pay as defined in the Wages Clause of the Registered Collective Agreement covering Hold Preparation Shipwrights, hereinafter called the "Main Agreement".

7. WAGES

7.1. The weekly wages for work prescribed in the Hours of Work Clause of this Agreement shall be the sum of eight hours at ordinary time rate per day for five days.

7.2. The ordinary time rate to be used in the foregoing computation shall be that provided in the Wages Clause of the Main Agreement, as amended, together with the appropriate allowance for merit and service.

8. MEAL MONEY

8.1. Meal Money shall be payable at the rate provided and in accordance with the Conditions of the Meal Money Clause in the Main Agreement.

9. SPECIAL RATES

9.1. Each Worker shall be paid an additional flat rate of 18.757 cents per hour for each hour worked. This payment is in recognition of the general conditions associated with, and the inconvenience arising from the materials used in, container repair work and the requirement to perform the work in all conditions of the weather.

9.2. Each Worker shall be paid a site allowance as follows:

9.2.1. On ordinary weekdays an amount per day equal to two hours' pay at ordinary time rate.

9.2.2. On Saturday mornings an amount per shift equal to one and five eighths hour's pay at ordinary time rate.

9.2.3. On Saturday afternoons, Sunday mornings, Sunday afternoons and public holidays an amount per minimum period equal to two hours' pay at ordinary time rate.

10. TOOL AND OVERALL ALLOWANCE

10.1. Each Worker shall for each hour worked, be paid a tool and overall allowance at the rate provided in the Tool and Overall Clause of the Main Agreement. In consideration of this payment, each Worker shall provide himself with hand tools necessary for the work to which this Agreement applies.

11. LEADING HAND, AND KEEPING RECORDS

11.1. The Worker continuously employed on this work, and the Worker completing his twelfth to eighteenth week on this work, shall be appointed Leading Hands and shall be paid the rate provided in the Wages Clause of the Main Agreement.

11.2. All Workers employed under this Agreement accordingly undertake to record and keep such information relative to repairs carried out as is required by the Employer.

12. ANNUAL HOLIDAYS

12.1. The provisions of the Holidays and Annual Holidays Clauses of the Main Agreement shall apply to Workers employed under the terms of this Agreement.

13. TEA BREAKS

13.1. A morning and afternoon tea break of 15 minutes duration is to be allowed to all Workers without deduction of pay.

13.2. Sufficient milk, tea and sugar for this purpose shall be supplied by the Employer.

14. AMENITIES

14.1. The Employer shall provide suitable locker, messroom, washroom and toilet accommodation.

14.2. The provisions of the Tools and Conveniences Clause of the Main Agreement shall apply to Workers employed under the terms of this Agreement.

15. PROTECTIVE CLOTHING AND EQUIPMENT

15.1. The various provisions of the Main Agreement in respect of the supply of wet weather and protective clothing shall apply to Workers employed under the terms of this Agreement.

15.2. Protective equipment such as masks, goggles, gloves and protective cream shall be made available by the Employer as necessary. The Union undertakes that Workers shall take reasonable care of such equipment.

16. SETTLEMENT OF DISPUTES

16.1. The provisions of the Disputes Procedures and Settlement of Personal Grievances Clauses of the Main Agreement shall apply to Workers employed under the terms of this Agreement.

17. LONG SERVICE LEAVE

17.1. The provisions of the Long Service Leave Clause of the Main Agreement shall apply to Workers employed under the terms of this Agreement.

18. TRAINING

18.1. The Employer, after consultation with the Union, may from time to time arrange for selected Workers to receive such training as may be deemed necessary.

18.2. Workers selected for training shall not lose any remuneration or financial considerations.

18.3. Where Workers attend Evening Classes they shall be paid overtime for the actual hours they are at the College without any minimum payment, and shall be reimbursed the actual cost of any travelling expenses incurred.

19. PREFERENCE

19.1. Preference of employment for work covered by this Agreement shall be given only to members of the Hold Preparation Section of the Wellington Amalgamated Watersiders Industrial Union of Workers permanently employed by New Zealand Shipwright Services Ltd.

20. TERM OF AGREEMENT

20.1. This Agreement shall take effect from 1.10.75 and shall continue in force for 12 months until 30/9/76, and thereafter be replaced by a further Agreement.

Wellington 1 October 1975.

This agreement is binding on the parties named hereunder and was signed on their behalf as witness thereto by:

New Zealand Shipwright Services Co. Ltd:

J. S. Goodman.

The Wellington Amalgamated Watersiders' Industrial Union of Workers:

P. J. Heffron.

MEMORANDUM

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

(L.S.)

G. O. Whatnall, President.