Please post in a Conspicuous Place accessible to Workers

Auckland Marine Repair Workshops and Gear Store Employees – Collective Agreement (Composite)

Dated 25/3/76

NOTE: See clause 8 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 Auckland Marine Repair Workshops and Gear Store Employees Dispute of Interest between the New Zealand Engineering Coachbuilding Aircraft Motor and Related Trades Industrial Union of Workers, Auckland Boilermakers, Structural Metal Fabricators and Assemblers, Metal Ship and Bridge Builders Industrial Union of Workers Northern Industrial District Ship, Yacht and Boat Builders Industrial Union of Workers, New Zealand Plumbers and Gas Fitters and Related Trades Industrial Union of Workers (Auckland Branch), North Island Electrical and Related Trades Industrial Union of Workers (Auckland Branch), Auckland Painters and Decorators, Glaziers and Signwriters Industrial Union of Workers, Northern and Taranaki, Labourers and General Workers and Related Trades Industrial Union of Workers, Northern (except Gisborne) Road Transport and Motor and Horse Drivers and their Assistants Industrial Union of Workers, Auckland United Storemen and Packers and Warehouse Employees Industrial Union of Workers, Auckland Saddlers, Collarmakers, Bagmakers, Sailmakers, Riggers and Related Trades Industrial Union of Workers and 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 here been affixed and the President of the Commission has hereunto set his hand, this 25th day of March 1976.

(L.S.)

G. O. Whatnall, President.

Form 5

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 Auckland Marine Repair Workshops and Gear Store Employees dispute of Interest 1975 between the Auckland Marine Repair Workshops and Gear Store Employees Combined 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 above-mentioned 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. Dated at Auckland this 9th day of February 1976. For and on behalf of Union Steam Ship Co. of N.Z. Ltd.:

R. J. Ross, Industrial Manager.

For and on behalf of the Auckland Marine Repair Workshops and Gear Store Employees Combined Unions:

P. Ritchie, Combined Unions Advocate.

AUCKLAND MARINE REPAIR WORKS AND GEAR STORE EMPLOYEES

COMBINED UNIONS AGREEMENT

MEMORANDUM OF AGREEMENT

Made this 11th day of December 1975 between the Union Steam Ship Company of New Zealand Limited, and the Unions named, representing Auckland Workshop and Gear Store Employees.

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 this Agreement to its Auckland Workshop and Gear Store employees, the Unions agree to maintaining the conditions of this Agreement for its duration, notwithstanding movement in Award rates of pay (with the exception of General Wage or Wage Adjustment Orders) during the currency of the Agreement.

CONDITIONS OF AGREEMENT

1. (a) Wage Rates -

	Start	6 months	2 years
(i) Tradesmen non-certified	2-48.97	2 - 54.23	2-57.73
(ii) Tradesmen certified .	2 - 56.37	2 - 61.63	2 - 65.13
(iii) Drivers, Storemen and			
Tradesmen's Assistants	2 - 26.08	2 - 31.34	2 - 34.84
(iv) Labourers	2 - 16.58	2 - 21.84	2 - 25.34

(b) Ship money as provided in the individual Awards is included in the rates 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) The rates in Clause 1 (a) are actual rates and include the effect of General Wage Adjustment Orders issued prior to the date of signature of this Agreement.

(e) Indentureship payment of 5.1 cents will be paid to all trades covered by this Agreement in strict accordance with the indentureship payment rules of application in the N.Z. Metal Trades Agreement.

INCENTIVE PAYMENT

2. In recognition of the co-operation and involvement of all workshop and gear store personnel covered by this Agreement in the repair and maintenance of the Company's vessels and so facilitating a quick turn round a flat payment of 15.34 cents will be made for each hour worked.

ANNUAL LEAVE

3. (a) Upon completion of one year's continuous service each worker shall be entitled to an annual holiday of three weeks in accordance with the provisions of the Annual Holidays Act 1944 and its Amendments.

(b) Upon completion of four year's continuous service each worker shall be entitled to an extra week's annual leave additional to that provided in (a) of this clause.

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 day's 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 month 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. Safety boots or shoes shall be worn at all times during working hours.

CHARGE HAND ALLOWANCE

6. 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 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".

TRAVELLING ALLOWANCE

7. A payment of \$2.00 per day will be made in lieu of the provision of transport.

TERM OF AGREEMENT

8. In so far as Wages in Clause 1, the Incentive Payment in Clause 2 and Travelling Allowance in Clause 7 are concerned, this Agreement shall apply from 9 July 1975. All other rates and conditions shall apply from the date of Agreement which is 11th December 1975.

This Agreement shall remain in force until 8 July 1976.

ISOLATION MEAL ALLOWANCE

9. A meal money payment will be made to each man for each day on which he is employed away from the Workshop and cannot return to the Workshop for lunch, provided that this payment will not be paid if the worker can have his lunch at a canteen of the same standard as the Works Canteen. Work in the area from Wynyard Wharf to the Seacargo Terminal inclusive does not qualify for this isolation meal allowance.

MEAL MONEY

10. A meal money payment will be \$1.25 plus a 10 cent weekend and Statutory Holiday surcharge.

STOP WORK MEETINGS

11. The Company will pay for official stopwork meetings up to a total of 8 hours per year, provided they are notified in advance and a full list of those who attend is provided immediately after the meeting and further provided that sufficient men will be made available for urgent work including work on Ro-Ro Vessels_

PAYMENT OF INCENTIVE DURING REST PERIOD

12. The incentive provided in Clause 2 shall be paid during rest periods after "all nighters".

MINIMUM PERIOD

13. Provided that flexibility is maintained by the workers agreeing that if overtime requirements change after 3.00 p.m. Management may direct the men to do other work than that originally planned, then a four hour minimum will apply in such cases.

For and on behalf of Union Steam Ship Company of New Zealand Limited:

R. J. Ross, Industrial Manager.

For and on behalf of the Auckland Marine Repair Workshops and Gear Store Employees Combined Unions:

P. Ritchie, Combined Unions Advocate.

PARTIES TO AGREEMENT

The New Zealand Engineering Coachbuilding Aircraft Motor and Related Trades Industrial Union of Workers (Auckland Branch):

J. J. Crummey.

Auckland Boilermakers, Structural Metal Fabricators and Assemblers, Metal Ship and Bridge Builders Union of Workers:

A.G. Maclean.

Northern Industrial District Ship, Yacht and Boat Builders Industrial Union of Workers:

E. J. Miller.

New Zealand Plumbers and Gas Fitters and Related Trades Industrial Union of Workers (Auckland Branch):

E. Duncan.

North Island Electrical and Related Trades Industrial Union of Workers (Auckland Branch):

J. F. Taylor.

Auckland Painters and Decorators, Glaziers and Signwriters Industrial Union of Workers:

G. M. Hagan.

Northern and Taranaki, Labourers and General Workers and Related Trades Industrial Union of Workers:

L. Smith.

Northern (except Gisborne) Road Transport and Motor and Horse Drivers and their Assistants Industrial Union of Workers:

G. H. Andersen.

Auckland United Storemen and Packers and Warehouse Employees Industrial Union of Workers:

J. Van Pyke.

Auckland Saddlers, Collarmakers, Bagmakers, Sailmakers, Riggers and Related Trades Industrial Union of Workers:

J. P. Ritchie.

MEMORANDUM

The terms of voluntary settlement were accompanied by an application pursuant to Regulation 7 of the Wage Adjustment Regulations 1974, principally as to an increase in Travelling Allowance. The Commission has sustained the application but observes that the Travelling Allowance is a consideration peculiar to the industry covered by the agreement arising originally from a change in the location of the work base and the conditions of employment which include extensive overtime commitments over the 24 hours. In the matter of a productivity agreement covered by clause 2 as to incentive payment, the parties renewed the necessary assurances for the purposes of Regulation 6.

Having regard to prevailing circumstances the Commission has, pursuant to Regulation 7 of the Wage Adjustment Regulations 1974 and section 92 (2) of the Industrial Relations Act 1973, consented to the specified period for which this agreement is to continue in force being less than one year from the date of registration.

Attention is drawn to Amendment No. 7 of the Wage Adjustment Regulations 1974 as to the Third cost-of-living adjustment under awards and collective agreements on and from 27 January 1976.

G. O. Whatnall, President.