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**Wellington Harbour Board Container
Terminal Electricians – Collective
Agreement (Voluntary)**

Dated 26/4/76

Note: See clause 21 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 Wellington Harbour Board Container Terminal Electricians Dispute of Interest between the North Island Electrical and Related Trades Industrial Union of Workers and the Wellington Harbour Board.

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 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 26th day of April 1976.

(L.S.)

G. O. Whatnall, President.

Sec. 65

Form 5

Reg. 9

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 Harbour Board Employees dispute of interest between the North Island Electrical Trades Industrial Union of Workers and the Wellington Harbour Board.

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 65 of the Industrial Relations Act 1973, for registration by the Industrial Commission as a collective agreement.

Dated at Wellington this 30th day of March 1976.

Signature of Parties:

Signed for and on behalf of the Wellington Harbour Board:

G. A. Boswell

Signed for and on behalf of the North Island Electrical Trades Industrial Union of Workers:

A. J. Neary.

WELLINGTON HARBOUR BOARD
CONTAINER TERMINAL AGREEMENT
CONDITIONS APPLICABLE TO ELECTRICIANS EMPLOYED AT
CONTAINER TERMINAL ON A PERMANENT SHIFT BASIS
MONDAYS TO FRIDAYS INCLUSIVE

CONTAINER TERMINAL AGREEMENT
DUTIES

1. They will perform any work required on the maintenance and repair of Container Cranes, Transtainer Crane and Container Terminal equipment owned by the Board and Terminal Operators Equipment as directed.

MANNING

2. There will be six Electricians employed on 1st shift and four Electricians employed on 2nd shift each day, Monday to Friday and on Saturday, Sunday or Holidays when the Terminal is operating. The manning specified shall be reviewed as circumstances warrant.

TERM OF EMPLOYMENT

2. (a) The term of employment under this Agreement shall be for a period of 10 weeks. Shifts shall alternate on Monday of each week unless otherwise mutually agreed.

(b) When Electricians are ordered to work prior to the commencement of shift hours or past the end of shift hours for the purpose of preparing or bedding down quayside container cranes the manning shall be:

Preparation: 1 Man to each crane
Bedding down: 2 Men to each crane

HOURS OF WORK AND RATES OF PAY

3. In consideration of the provisions of this agreement particularly those relating to wages and other monetary provisions the Union undertakes that the hours prescribed in the following shifts, shall be the full hours worked. This therefore means that any changing, washing or travelling will be undertaken in the workers own time outside the shift hours prescribed.

The abovementioned payments for work performed Mondays to Fridays shall include eight ordinary hours pay forming part of and being included within the weekly wage provided for in the Award.

Monday to Friday:

First Shift — The first shift shall be of seven and one half hours to be worked from 7.30 a.m. to 3.00 p.m.

Second Shift — The second shift shall be of seven and one half hours to be worked from 3.00 p.m. to 10.30 p.m.

Payment for above shifts — Payment shall be made at the rate of 8 hours at ordinary time rate of pay plus 8 hours at double ordinary time rate of pay added together and divided by two, equals payment for each shift.

Saturdays and Holidays: (Except Christmas Day, Good Friday and Anzac Day)
First Shift — The first shift shall be of 7 hours to be worked from 8.00 a.m. to 3.00 p.m.

Second Shift — The second shift shall be of 7 hours to be worked from 3.00 p.m. to 10.00 p.m.

Payment for the shifts on Saturdays and Holidays (except Christmas Day, Good Friday and Anzac Day) shall be as follows:—

First and Second Shifts — Payment shall be made at the rate of 3 hours at time and one half the ordinary time rates of pay plus 5 hours at double ordinary time rates of pay and 7 hours at treble ordinary time rates of pay plus a premium payment of 3 hours at $1\frac{1}{2}$ times 54.635 cents per hour, 5 hours at double 54.635 cents per hour and 6 hours at treble 54.635 cents per hour.

The above payments added together then divided by two, equals the rate payable for each shift.

Sunday, Christmas Day, Good Friday and Anzac Day:

First Shift — The first shift shall be of 7 hours to be worked from 8.00 a.m. to 3.00 p.m.

Second Shift — The second shift shall be of 7 hours to be worked from 3.00 p.m. to 10.00 p.m.

Payment shall be made as under:

First and Second Shifts — Payment shall be made at the rate of 15 hours at treble ordinary time rates of pay plus a premium payment of 14 hours at treble 54.635 cents per hour divided by 2, equals payment for each shift.

Saturday and Sunday work shall be distributed equitably amongst men employed in the workshop Monday to Friday.

Provided that a worker employed on 2nd Shift shall in the event of not being available for weekend work notify his employer of such non-availability prior to the finish of the 2nd shift on Thursday.

NOTIFICATION

4. Orders for weekend work shall be given not later than:

4.00 p.m. Friday to workers on normal day work or not later than two hours prior to the end of the first or second shift in the case of shift workers.

Provided that where a vessel is delayed through an unavoidable stoppage of the container crane, weather, or interruption of railway or other transport services, orders may be given not later than two hours before the expiration of the shift on the Saturday or Sunday.

TIME OFF

5. On Completion of Second Shift — Where workers have been working second shift on a Sunday and finish such shift work on the Sunday they shall receive eight hours at ordinary time rate of pay as part of their weekly wage for the next succeeding day and be available for work on the next working day thereafter. In addition to the above payment they shall receive a premium payment of eight hours at 54.635 cents per hour.

A worker who is employed each day Monday to Saturday inclusive on second shift work under the terms of this agreement shall be given the next ordinary working day off and receive eight hours at ordinary time rate of pay as part of their weekly wage. Provided that in the event of a worker being required to continue work on the same job on the Monday he shall have the next available working day off.

MEAL BREAKS

6. Each worker shall be allowed one half hour meal break in the first and second shifts, without deduction of pay. Meal breaks shall generally be taken during the middle period of the shift and shall be staggered to provide continuous work. No worker shall be required to work more than five hours without a meal break.

In consideration of staggered meal and rest periods a payment of one half hour at treble ordinary time rates of pay shall be made to all workers in each shift.

REST PERIOD

7. Two rest periods of 15 minutes each shall be allowed in each first and second shift work period. These rest periods shall be staggered to provide continuous work.

MEAL MONEY

8. A basic meal money payment of \$1.30 shall be paid to each worker for each shift worked.

A special additional surcharge of 45 cents shall be paid in respect of each shift Monday to Friday. In respect of all shifts on Saturdays, Sundays and holidays the special surcharge shall be 80 cents.

ALL WEATHER WORK

9. Work shall continue in wet or windy weather subject to the workers safety not being endangered. In consideration of the foregoing each worker shall be paid an additional flat rate payment of 11.95 cents per hour for the full period of the shift.

DIRT RATE

10. An additional flat rate payment of 13.118 cents per hour shall be paid for the full period of the shift. This payment shall be deemed to cover all circumstances and conditions however or wherever arising.

The above payment is to be made in lieu of any other dirt rate payments.

TRANSPORT ALLOWANCE

11. (a) A transport allowance of \$4.48 shall be paid to workers who work after midday on a Saturday or who work on Sunday, any Holidays, or any second shift work.

(b) Where a worker is required to continue past the completion of second shift on repair work, he shall be re-imbursed with travelling expenses to his usual place of residence with a minimum payment of \$4.48. Travelling expenses is defined as taxi fare, or where a private vehicle is used the Board's approved mileage allowance.

The payment provided in this Clause shall be in lieu of that in 11 (a).

HEIGHT MONEY

12. A flat rate payment of 75 cents per shift shall be paid.

CONTAINER CRANE BERTH ALLOWANCE

13. A flat rate payment of 59.07 cents per hour shall be paid to all workers for the full period of the shift.

GENERAL WAGE ORDERS AND COST OF LIVING ORDERS

14. Such Orders shall be applied according to their tenor.

DISPUTES PROCEDURE

15. Should any dispute arise concerning the operation of any provision of this Agreement or of any matter not specifically provided for herein but which is connected with the repair and maintenance of container equipment the matter in dispute shall be discussed between the Board's Departmental Heads and Union Representatives. Failing settlement the matters shall be discussed and settled by an authorised Office at the Board's Head Office and an authorised Union Official. If the matter cannot be resolved following discussion it shall be referred to an arbitrator agreed between the parties or appointed by the Minister of Labour whose decision shall be final. Pending the settlement of any dispute there shall be no stoppage or curtailment of work.

SUPPLEMENTARY WORKERS

16. When the services of additional staff are required to assist shift tradesmen within the Container Terminal, they shall receive the same basis of payment as the tradesmen receive in accordance with Clause Three of this agreement for the period so worked, with a minimum payment of one hour. All weather work, Dirt Rate, Height Money and Container Crane Berth Allowance shall be paid only for the time worked with a minimum payment of one hour and not for the full period of the shift. Provided that any fraction of an hour shall be paid as a complete hour.

ANNUAL LEAVE

17. Workers shall, after the completion of each year of service, be entitled to three weeks holiday.

Any worker who has been continuously employed shall at the end of the third year and each subsequent year of employment, be entitled to four weeks holiday, in lieu of the holidays provided above.

Provided further that any worker after the completion of each year of service who has been employed for eight or more weeks on alternating shifts as provided in Clause 2 (a) shall at due date for annual holiday be allowed a corresponding proportion of one extra week's holiday.

OVERTIME

18. When it is necessary to order men to commence work prior to normal shift hours or to work past the end of the shift payment for such work shall be at the effective hourly shift rates provided in this Agreement with a minimum payment of one hour.

When overtime is required to be worked after the end of second shift hours, orders for such overtime shall be given no later than one hour before the normal time for ceasing work where reasonably practical.

OTHER CONDITIONS OF WORK

19. With the exception of these special conditions the provisions of the New Zealand Harbour Boards' Employees Registered Collective Agreement will apply.

UNION MEETINGS

20. Workers shall be released to attend Union Meetings as prescribed by the Employees Registered Collective Agreement, but in acceptance of the strict timetable requirements of the cellular container ship services the Union will

co-operate with the Board in arranging for sufficient men to be available to permit continuity of work as may be required by the Board. Provided work is continued to the extent required by the Board, full payment shall be made.

TERM OF AGREEMENT

21. Subject to the approval of the Industrial Commission this Agreement shall be deemed to have come into force on 17 March 1976 and shall remain in force for a period of twelve months and thereafter until it is revoked by a subsequent agreement provided that in the event of changed circumstances either party may seek a review of the conditions contained herein.

MEMORANDUM

The parties agree that the rates of pay and special conditions contained in the document are in consideration of workers being available to work first or second shift hours as may be required.

For and on behalf of:

North Island Electrical Trades Industrial Union of Workers.

A. J. Neary,

Wellington Harbour Board:

G. A. Boswell.

30 March 1976.

MEMORANDUM

Voluntary settlements covering conditions for Fitters and/or Fitters' Labourers; Electricians; Wharf Supervisor and Quayside Container Crane Drivers; and ancillary Workers, have been submitted to the Commission pursuant to section 65 of the Industrial Relations Act 1973 and have been registered accordingly.

The Commission has approved the documents for the purposes of the Wage Adjustment Regulations 1974 on the footing that they provide corresponding conditions to those applicable for the composite work force at the Container Terminal.

During a hearing on the topic the Commission drew attention to the terminology in clause 1 as to duties and was assured by the parties that there would be no conflict in the application in this clause between the workers provided for in the agreements under examination in respect of equipment not owned by the Harbour Board.

(L.S.)

G. O. Whatnall, President.