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**Auckland Seacargo Terminal
Mechanics — Collective
Agreement (Voluntary)**

Dated 17/8/77

NOTE: See clause 13 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 Seacargo Terminal Mechanics Dispute of Interest between the New Zealand Engineering, Coachbuilding, Aircraft, Motor 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 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 17th day of August 1977.

(L.S.)

G.O. Whatnall, President.

Sections 65 and 66

Form 5

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 Mechanics at the Auckland Seacargo Terminal Dispute of Interest between the Auckland District Office of the New Zealand Engineering, Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers 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 65 of the Industrial Relations Act 1973, for registration by the Industrial Commission as a Collective Agreement.

Dated at Auckland this 10th day of June 1977.

For and on behalf of Union Steam Ship Company of New Zealand Limited:
Capt. D.A. Miller.

For and on behalf of the Auckland District Office of the New Zealand Engineering, Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers:

E. Ball.

PREAMBLE

This Industrial Agreement, made in the pursuance of the Industrial Relations Act 1973 and its amendments this 10th day of June 1977 between the New Zealand Engineering, Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers (hereinafter called the Union) on the one part and the Union Steam Ship Company of New Zealand Limited (hereinafter called the Employer) on the other part, whereby it is mutually agreed by and between the parties hereto as follows, that is to say:

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

APPLICATION

1. The conditions of employment prescribed herein shall govern the employment of mechanics under a shift arrangement during the course of their engagement at the Auckland Seacargo Terminal.

COVERAGE OF WORK

2. The coverage of work is the mechanical repair and maintenance of all equipment where such equipment is not under guarantee. The Employer retains the right if the equipment is under guarantee to have this work done by outside contractors as may be deemed necessary.

TERMINAL LABOUR AND HOURS OF WORK

3. (1) The number of men to be employed will be six working Monday to Saturday with each shift comprising one third of the total work force rotating on a two on one off principle as agreed locally.

(2) The hours of work shall be as prescribed for Foremen engaged on shift work at the Seacargo Terminal.

(3) If Sunday work is required this shall be performed by the men who work Saturday.

(4) Rates of pay are as follows:

Monday to Friday43.17 per shift
Saturdays and Ordinary Holidays57.17 per shift
Sundays and Special Holidays71.17 per shift

(5) A transport allowance similar to that paid to other terminal workers will be paid to those on second shifts, Monday to Friday and also to all shifts on Saturdays, Sundays and holidays.

EXTRA RATES

4. Mechanics required to work below axle level shall be paid 22 cents per hour dirt money while so engaged.

CLOTHING

5. (1) Mechanics shall be provided with two pairs of overalls each year and the Company be responsible for the laundering of same.

(2) Protective clothing shall be provided whilst Mechanics are required to work in wet weather except where arrangements exist for payment of an allowance in lieu of the provision of wet weather clothing.

OVERTIME

6. (1) All work done in excess of the shift hour mentioned in Clause 3 (2) of this Agreement shall count as overtime and shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

(2) A worker who works so much overtime between the termination of his ordinary work on one day and the commencement of his ordinary work on the next day that he has not had at least eight consecutive hours off duty between those times shall, subject to this sub-clause, be released after completion of such overtime until he has had eight consecutive hours off duty without loss of pay for ordinary working time. If on the instruction of his Employer, such worker resumes or continues work without having had such eight consecutive hours off duty he shall be paid at double rates until he is released from duty for such period.

(3) Where a Mechanic is required to commence work before the normal starting time he shall be paid for the actual time worked at the appropriate rate with a minimum payment of one hour.

(4) Overtime rates to be obtained by dividing Monday to Friday shift rate by eight for time and a half and the Saturday rate divided by eight to obtain double time.

SERVICE ALLOWANCE

7. In addition to the rates of pay provided in Clause 3 (4) for certified mechanics, service payments will be paid as per the Auckland Marine Repair Workshop Tradesmen's Agreement.

SPECIAL PROVISIONS RELATING TO SHIFT WORK

8. (1) Where Mechanics from the Workshop are needed to supplement the shift Mechanics at the Terminal they will be paid the Shop Agreement rates of wages and conditions.

(2) Where these men actually relieve a shift Mechanic i.e., Annual Leave, Long Service Leave, sickness, they will be paid under the Terminal Mechanics' Agreement.

MEAL HOURS AND SMOKOS

9. (1) Meal hours shall be as laid down for other terminal workers except that during the period a vessel is in port loading and/or unloading, delivering or receiving, a terminal mechanic may be retained on duty during the dinner or tea break providing that he is not required to work more than five hours without having a meal.

(2) A meal money payment on all shifts Monday to Friday will be \$2.15, all shifts Saturdays, Sundays and holidays shall be \$2.50.

GENERAL

10. All terms and conditions which are contained in the New Zealand Motor Trades Award are applicable except for those covered by this Agreement.

UNION MEETINGS

11. The workers shall be released to attend Union meetings but in acceptance of the strict timetable of service, the men will co-operate with the Employer and continue working if circumstances demand. (If this provision is complied with they will be paid for the time of the meeting.)

DISPUTES

12. (1) The procedure set out in the succeeding provision of this clause shall apply to a dispute of rights between the parties bound by this instrument, or any of them, including a dispute on:

- (a) The interpretation of this instrument; or
- (b) Any matter (not being a personal grievance within the meaning of Section 117 of the Industrial Relations Act 1973) related to matters dealt with in this instrument and not specifically and clearly disposed of by the terms of this instrument.

(2) Either the Workers' Union or the Employer or Employers who are parties to any such dispute may invoke the procedure.

(3) The Union and the Employer or Employers who are parties to any such dispute shall refer the dispute to a committee consisting of an equal number of representatives appointed respectively by the Union and the Employer or Employers concerned, together with a chairman who shall be:

- (a) Mutually agreed upon by the parties; or
- (b) If there is no such agreement, either a conciliator or a person appointed by him.

(4) A decision reached by a majority of the committee shall be the decision of the committee; but if the members of the committee (other than the chairman) are equally divided in opinion, the chairman may either:

- (a) Make a decision, which shall be the decision of the committee; or
- (b) Refer the dispute forthwith to the Industrial Court for settlement.

(5) Subject to the right of appeal conferred by sub-clause 6 of this clause, the decision of the committee shall be binding on the parties to the dispute.

(6) Any party may appeal to the Industrial Court against a decision of the committee or any part of that decision. The appellant shall:

- (a) Within 14 days after the date on which the decision of the committee has been made known to him, give to every other party written notice of his intention to appeal; and
- (b) Within 7 days after the date on which that notice has been given, lodge with the Registrar of the Industrial Court a written notice of appeal; and
- (c) Specify in each such notice the decision or the part of the decision to which the appeal relates.

(7) The essence of this clause being that, pending the settlement of the dispute, the work of the Employer shall not on any account be impeded but shall at all times proceed as if no dispute had arisen, it is hereby provided that:

- (a) No worker employed by any Employer who is a party to the dispute shall discontinue or impede normal work, either totally or partially, because of the dispute;
- (b) While the provisions of this clause are being observed, no such Employer shall, by reason of the dispute, dismiss any worker directly involved in the dispute.

TERM OF AGREEMENT

13. This Agreement shall be deemed to come into force on the date it is lodged with the Industrial Commission which is the 15th June 1977, and remain in force for a term of one year.

GENERAL WAGE ORDERS

14. All rates of remuneration provided for in this Agreement shall be subject to adjustment by any Court Orders or the effect of any wage fixing criteria to the extent that it applies to the New Zealand Motor Trades Award.

15. If during the currency of this Agreement the requirements of the Seacargo service at the Port of Auckland necessitates alterations to the manning of the terminal discussions will be held between the parties.

For the New Zealand Engineering, Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers, Auckland:

E. Ball.

For Union Steam Ship Company of New Zealand Limited:

Capt. D.A. Miller.

MEMORANDUM

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

An application pursuant to Regulation 7 of the Wage Adjustment Regulations 1974 (Reprint 1976/198) was made concurrently with the submission of the settlement for registration. After considering the submissions and hearing the parties, the Commission sustains the application.

The rates of remuneration specified in this agreement incorporate the effect of the order, dated 1 March 1977, of the Wage Hearing Tribunal, operative from 14 March 1977.

(L.S.)

G.O. Whatnall, President.