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**Mount Maunganui and Tauranga
Stevedores Limited Works Employees
— Collective Agreement (Voluntary)**

Dated 2/3/79

NOTE: See clause 8 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 Mount Maunganui and Tauranga Stevedores Limited Works Employees Dispute of Interest between the Mount Maunganui and Tauranga Stevedores Limited and the New Zealand Engineering, Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers.

The Arbitration Court, having before it the terms of a voluntary settlement arrived at in the above-mentioned dispute of interest and submitted or notified to the Court 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 Arbitration Court has hereto been affixed and a Judge of the Court has hereunto set his hand, this 2nd day of March 1979.

(L.S.)

J. R. P. Horn, Judge.

Section 65

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 the Mount Maunganui and Tauranga Stevedores Limited Works Employees' dispute of interest between Mount Maunganui and Tauranga Stevedores Limited and the New Zealand Engineering, Coachbuilding, Aircraft and Related Trades Industrial Union of Workers.

To the Registrar of the Arbitration Court.

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 Arbitration Court as a collective agreement.

Dated at Auckland this 23rd day of January 1979.

Signatures of Parties:

R. C. Hensley, for the Employer.

E. W. J. Ball, for the Union.

TERMS OF VOLUNTARY SETTLEMENT

MOUNT MAUNGANUI & TAURANGA STEVEDORES LIMITED MECHANICAL MAINTENANCE WORKERS COLLECTIVE AGREEMENT

PURPORT OF AGREEMENT

1. That in the interest 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.

INDUSTRY TO WHICH AGREEMENT APPLIES

2. This Agreement shall apply to mechanical maintenance workers employed by Mount Maunganui & Tauranga Stevedores Limited.

RELATIONSHIP WITH N.Z. MOTOR TRADES AWARD

3. The terms and conditions of employment for mechanical maintenance workers employed by the Company shall be in accordance with the provisions of the N.Z. Motor Trades Award and the provisions of this Agreement. In cases of conflict the provisions of this Agreement shall prevail.

WAGES AND ALLOWANCES

4. (a) Basic Wages: The basic rates of wages shall be —

	Cents per hour
'A' Grade Motor Mechanic	410.0
Motor Mechanic with Trade Certificate	397.0
Motor Mechanic who has served apprenticeship	384.0
Motor Mechanic	373.0
Storeman	373.0
Tradesman's Mate	322.0
Garage Assistant	312.0

(b) Award Service Payments — Where workers have the appropriate service, the basic rates set out in subclause (a) of this Clause shall be increased by the service payments set out in Section 2 of the First Table to the New Zealand Motor Trades Award.

(c) Company Service Allowances — In addition to the basic wages and award service payments referred to in Subclauses (a) and (b) of this Clause, workers with appropriate service shall be paid service allowances in accordance with the following scale —

On completion of 3 months continuous service with the Company	24 cents for each hour worked
On completion of 12 months continuous service with the Company a further 4 cents per hour making a total of	28 cents for each hour worked
On completion of 2 years continuous service with the Company a further 7 cents per hour making a total of	35 cents for each hour worked
On completion of 5 years continuous service with the Company a further 5 cents per hour making a total of	40 cents for each hour worked

On completion of 10 years continuous service with the Company a further 5 cents per hour making a total of. 45 cents for each hour worked

(d) Combined Disability Payment – Workers covered by this Agreement shall be paid a combined disability payment of \$1.00 per day in lieu of the following payments set out in the N.Z. Motor Trades Award –

Dirt Allowance	(Table 2 Section 3 (a))
Diesel Engine Allowance	(Table 2 Section 3 (b))
Welding Allowance	(Table 2 Section 2)
Kerrick Cleaning	(Table 2 Section 4)

(e) Duty Mechanic Allowance – A worker appointed to act as duty mechanic shall be paid an allowance of \$5.50 for each week he is so employed.

(f) Travel Allowance – Each worker covered by this Agreement shall receive a travel allowance of 80 cents per day.

CALL-OUTS

5. As per N.Z. Motor Trades Award – two hours at appropriate hourly rate and two hours at ordinary hourly rate, plus 80 cents travel per call.

The Company will pay a subsidy of 50% of the telephone rental of mechanics who are regularly employed on call-out work.

ISSUE OF CLOTHING

6. Workers covered by this Agreement shall be issued with two pairs of trousers, two work shirts and two pairs of socks in addition to the overall issue prescribed by Clause 42 of the New Zealand Motor Trades Award.

UNDERTAKING OF PARTIES

7. The Company undertakes to apply the provisions of this Agreement to its mechanical maintenance staff and the Union undertakes that it will not make claims against the Company on any matter expressly covered by this document during the term of the Agreement, notwithstanding any movement in the rates of pay or allowances in the New Zealand Motor Trades Award: Provided that no worker covered by this Agreement shall be paid less than the appropriate minimum rates of pay provided in the New Zealand Motor Trades Award.

TERM OF AGREEMENT

8. This Agreement, so far as it relates to rates of wages and allowances, shall be deemed to have come into effect on 12th October 1978 and so far as all other conditions are concerned from the date of registration by the Court of Arbitration. The Agreement shall remain in force until 11 October 1979.

Signed for Mount Maunganui & Tauranga Stevedores Limited.

R. C. Hemsley.

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

E. W. J. Ball.

MEMORANDUM

The terms of settlement submitted by the parties have been registered by the Court in terms of Section 65 of the Industrial Relations Act 1973.

Having regard to prevailing circumstances the Court has, pursuant to 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.

(L.S.)

J. R. P. Horn, Judge.