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Please post in a Conspicuous Place accessible to Workers

Otago Harbour Board Employees — Composite Agreement

Dated 9/3/79

NOTE: See clause 17 herein for the date on which rates of wages come into force

1976

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 Otago Harbour Board Employees dispute of interest between the Otago Harbour Board and the New Zealand Harbour Boards Employees Industrial Union of Workers The New Zealand Merchant Service Guild The New Zealand Institute of Marine and Power Engineers.

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 66 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 9th day of March 1979.

(L.S.)

J. R. P. Horn, Judge.

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 the Otago Harbour Board Employees dispute of interest between the Otago Harbour Board and the New Zealand Harbour Boards Employees Industrial Union of Workers and the New Zealand Merchant Service Guild and The New Zealand Institute of Marine and Power Engineers.

To the Registrar of the Arbitration Court.

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 Sections 65 and 66 of the Industrial Relations Act 1973 for registration by the Arbitration Court as a collective agreement.

Dated at Dunedin this 22nd day of January 1979.

Signature of parties: Signed for and on behalf of the Otago Harbour Board:

W. A. Smith, Industrial Officer.

Signed for and on behalf of the New Zealand Harbour Boards Employees Industrial Union of Workers:

W. A. Jocelyn.

Signed for and on behalf of the New Zealand Merchant Service Guild:

K. R. Betty.

Signed for and on behalf of the New Zealand Institute of Marine and Power Engineers:

B. R. Gillies.

This is a voluntary Composite Agreement under Sections 65 and 66 of the Industrial Relations Act 1973, on revised conditions of work for the complement of the Otago Harbour Board Tug and Pilot Boat crews, and Relief Workers, coming under the control of the Harbour Master at the Port of Otago.

Parties to this Agreement:

Tug Masters — N. Z. Merchant Service Guild

Tug Engineers — N. Z. Institute of Marine and Power Engineers

Tug and Pilot Boat Crews — N. Z. Harbour Board Employees and Relief Workers — Industrial Union of Workers.

The Otago Harbour Board.

SHORT TITLE — TUG, PILOT BOAT, AND RELIEF WORKERS AGREEMENT

(1) Availability Allowance — Each worker on making himself available for weekend orders shall be paid 8 hours at his ordinary rate of pay, for each day he is available (i.e. 8 hours at ordinary rate for Saturday and 8 hours at ordinary rate for Sunday). This payment to be in addition to any payment made for work undertaken.

(2) Saturday Orders — Confirmed orders for Saturday shall be given by 4 p.m. on Friday as per present agreement.

(3) Sunday Orders — Indicated orders for Sunday shall be given by 4 p.m. on Friday. These orders shall be confirmed by 12 noon on Saturday. Indicated orders shall not be subject to any cancelled call payments.

(4) Availability Allowance for Public and/or Statutory Holidays — Each worker on making himself available for orders on any of the above mentioned holidays shall be paid 8 hours at his ordinary rate of pay, for each day he is available. This payment to be in addition to any payment made for work undertaken.

(5) Orders for Public and/or Statutory Holidays — Where the Holiday falls on a Monday, indicated orders shall be given by 4 p.m. on Friday, these orders shall be confirmed by 12 noon on Saturday.

Where the Holiday falls on any other week day, confirmed orders shall be given by 4 p.m. on the preceding working day.

(6) Workers not available — A worker may, in accordance with the present agreement, declare himself unavailable for either and/or both days of that weekend (or holiday) and would thereby forfeit the payment for the day or days on which he has declared himself unavailable for orders.

(7) A worker who declares himself unavailable for any day, shall be deemed to be unavailable for the whole day (i.e. midnight to midnight).

(8) Any orders once given, may be cancelled and/or re-scheduled and the appropriate cancelled call payment shall be paid, provided that no order once given shall be re-scheduled to an earlier time.

(9) Monday Morning Orders — Orders for the period from midnight Sunday to 8 a.m. Monday, shall be given by 4 p.m. on the preceding Friday, these orders may be canceled and/or re-scheduled, with the appropriate cancelled call payment to be made where applicable.

(10) Where employed on overtime, and the period between the completion of the first overtime job and the commencement of the succeeding job is less than:

In the case of a Port Chalmers job = 6½ hours

In the case of a Dunedin job = 5 hours.

The period between the completion of the first minimum period and the commencement of the second minimum period shall be paid as continuous time.

If following the completion of the second job, workers are unable to observe 8 hours off duty, they will be paid under the same award provisions as the second job, provided such payment is in terms of a 4 hour minimum.

(11) Time off for Tug Crew — (a) Within the present system of one duty tug, and one stand down tug, the crew of the stand down tug shall only report for duty on Tuesday, Wednesday and Thursday for shipping movements as ordered by the Harbour Master, on Monday and Friday, normal work hours shall be observed for maintenance and shipping purposes. The conditions of this clause shall become flexible at the Harbour Master's discretion.

Time off Pilot Launch — (b) Except where required for duty by the Harbour Master, the crew of the Pilot Launch will be allowed one day stand down on Tuesday of each week.

(12) (a) Where orders are given on Friday for Saturday morning work, but is subsequently postponed until Saturday afternoon, and finally due to unusual circumstances does not commence until Sunday then in addition to the normal payment for cancelled calls the payment for the work performed on Sunday will be subject to a minimum payment of 8 hours, provided however that where other ship movements are required within that 8 hour minimum period, no further payment will be made.

(b) Where the weekend is immediately followed by a holiday Monday and an order given for Sunday morning work, but is subsequently postponed until Sunday afternoon and finally due to unusual circumstances, does not commence until Monday, then in addition to the normal payment for cancelled calls, the payment for the work performed on Monday, will be subject to a minimum payment of 8 hours, provided however that where other ship movements are required within that 8 hour minimum period, no further payment will be made.

(13) Relief Workers — Application of the 9 hour day — When engaged on general duties not directly within the scope of:

(a) Shift work of any nature.

(b) Tug Relief.

(c) Pilot Launch.

The provisions of the 9 hour day shall apply. Therefore, relief workers will except when engaged on above, work, report daily for normal hours at 7.30 a.m. Where on any day a relief worker reports at 7.30 a.m. and is then engaged during that day on relief under any of the 3 exempt work areas, he will receive for that day, payment of ½ hour at double time rate, in addition to ordinary rates of pay and remain on the conditions applicable to the particular relief job for the duration of the relief.

(14) Availability Allowance — Availability allowance will be payable to relief workers while engaged on tugs and pilot boats appropriate to the terms applicable to regular tugs and pilot boat crews.

In the case of week-end and/or holiday work on the lines boat, availability allowance will be paid on the days when a driver is required to be available.

(15) Time off for Relief Workers — The time off provisions of this agreement shall apply to Relief Workers only where such workers are engaged exclusively on relief work on the particular vessel for not less than the period Monday to Sunday of that week.

(16) Any circumstances which may arise and is not covered by this agreement, the provisions of the appropriate award shall apply.

(17) Term of Agreement — This agreement shall be deemed to have come into force on the 29th day of January 1979, and shall continue in force until the 28th day of January 1980.

For N. Z. Harbour Board Employees Industrial Union of Workers.

W. A. Jocelyn.

For N. Z. Merchant Service Guild:

K. R. Betty.

For N. Z. Institute of Marine and Power Engineers:

B. R. Gillies.

For the Otago Harbour Board.

W. A. Smith.

MEMORANDUM

This collective agreement incorporates the terms of voluntary settlement arrived at by the parties and forwarded to the Court for registration pursuant to section 66 of the Industrial Relations Act 1973.

(L.S.)

J. R. P. Horn, Judge.