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**Wellington Seacargo Terminal  
Mechanics – Collective Agreement  
(Voluntary)**

Dated 13/3/79

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NOTE: See clause 12 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 Mechanics at Wellington Seacargo Terminal dispute of interest between Wellington 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.

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 13th day of March 1979.

(L.S.)

N. P. Williamson, Judge.

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 Wellington Seacargo Terminal Dispute of Interest between the Wellington 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 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 Section 65 of the Industrial Relations Act 1973, for registration by the Arbitration Court as a Collective Agreement.

Dated at 30 January 1979.

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

D. A. Millar.

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

S. Robertson, Assistant District Secretary.

## PREAMBLE

This Industrial Agreement, made in the pursuance of the Industrial Relations Act 1973 and its amendments this sixth day of December 1978 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 Wellington 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

Clause 3. 1. The number of men to be employed will be as agreed locally 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 Friday               | \$55.16 per shift |
| Saturday and Ordinary Holidays | \$73.16 per shift |
| Sundays and Special Holidays   | \$91.16 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 26.11 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 provisions 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 two hours.

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 Agreement covering Employees at the Wellington Marine Repair Works.

### MEAL HOURS AND SMOKOS

8. 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 similar to that paid to other terminal workers will be paid on all shifts.

### GENERAL

9. 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

10. 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

11. 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 within this Instrument and not specifically and clearly disposed of by the terms of this instrument.

2. Either the Workers' Union of 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 Arbitration 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 Arbitration 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 Arbitration Court a written notice of the 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

12. It is agreed between the parties that this Agreement shall apply from 2 October 1978 to 11 October 1979.

## GENERAL WAGE ORDERS AND COST OF LIVING ALLOWANCES:

13. The rates of remuneration shall be adjusted to take into effect the above according to their tenor.

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

15. The 7% (to a maximum of \$7 per week) wage order of 17 July 1978 has been incorporated into the rates of remuneration of this Award as well as the Cost of Living Allowance of 14 May 1976.

For: The New Zealand Engineering, Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers, Wellington.

S. Robertson, Assistant District Secretary.

For: Union Steam Ship Company of New Zealand Limited:

D. A. Millar.

### WELLINGTON SEACARGO TERMINAL MECHANICS

#### Monday to Friday

|                     |    |                            |                   |
|---------------------|----|----------------------------|-------------------|
| 8 Hours Ordinary    | at | \$4.3785                   | 35.0280           |
| 8 hours Double      | at | 8.7570                     | 70.0560           |
| 24 hours Mechanical | at | .1213                      | 2.9112            |
| 16 hours weather    | at | .1456                      | 2.3296            |
|                     |    | <u>\$55.1624 per shift</u> | <u>\$110.3248</u> |

#### Saturday and Ordinary Holidays

|                     |    |                            |                   |
|---------------------|----|----------------------------|-------------------|
| 16 hours Double     | at | \$8.7570                   | 140.1120          |
| 16 Hours Mechanical | at | .2426                      | 3.8816            |
| 16 hours Weather    | at | .1456                      | 2.3296            |
|                     |    | <u>\$73.1616 per shift</u> | <u>\$146.3232</u> |

#### Sunday and Special Holidays

|                      |    |                            |                   |
|----------------------|----|----------------------------|-------------------|
| 16 hours (2½ x ord.) | at | \$10.9463                  | 175.1400          |
| 16 hours Mechanical  | at | .3034                      | 4.8544            |
| 16 hours Weather     | at | .1456                      | 2.3296            |
|                      |    | <u>\$91.1620 per shift</u> | <u>\$182.3240</u> |

|          |   |             |                                |
|----------|---|-------------|--------------------------------|
| \$3.6575 |   |             |                                |
| .1750    | + | 7%          |                                |
| 3.8325   |   |             | Basic rate of pay = \$4.2081   |
| .3756    | + | 9.8%        | Basic weekly = \$168.32        |
| 4.2081   |   |             | Sick payment = \$42.08         |
| .1704    | + | Supervisory | (no payment when rostered off) |
| 4.3785   |   |             | Statutory holiday pay \$33.66  |

### 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 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 collective agreement is to continue in force being less than one year from the date of registration.

In terms of Regulation 8 (3) of the Wage Adjustment Regulations 1974, Amendment No. 13 (S.R. 1977/204) the entitlement to a cost of living allowance, in addition to the rates of remuneration prescribed by this collective agreement, shall cease with effect from this instrument's operative date for wages.

(L.S.)

N. P. Williamson, Judge.