Please post in a Conspicuous Place accessible to Workers

Mount Manganui and Tauranga Stevedores Mechanical Maintenance Workers — Collective Agreement (Voluntary)

Dated 24/1/80

NOTE: See clause 8 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 Mt. Maunganui and Tauranga Stevedores Mechanical Maintenance Workers Dispute of Interest between the New Zealand Engineering Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers and Mt Maunganui and Tauranga Stevedores 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 24th day of January 1980.

(L.S.)

J. R. P. Horn, Judge.

Secs. 65 and 66

Reg. 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 Mt. Maunganui & Tauranga Stevedores Mechanical Maintenance Workers Dispute of Interest between The New Zealand Engineering, Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers and Mt. Maunganui & Tauranga Stevedores Limited.

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 (section 66) of the Industrial Relations Act 1973, for registration by the Arbitration Court as a Collective Agreement.

Dated at Mount Maunganui this 18th day of December 1979.

Signed for and on behalf of Mt Maunganui & Tauranga Stevedores Limited: R. Hensley.

Signed for and on behalf of The New Zealand Engineering, Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers:

E. Ball.

TERMS OF VOLUNTARY SETTLEMENT

MOUNT MAUNGANUI AND 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

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4.	(a)	Basic	Wages —	- The	basic	rates	ot	wages	shall	be —

	Cents per Hour
'A' Grade Motor Mechanic	474.0
Motor Mechanic with Trade Certificate	458.5
Motor Mechanic who has serviced apprenticeship	443.0
Motor Mechanic	430.0
Storeman	430.0
Tradesman's Mate	371.0
Garage Assistant	360.0

- (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 —

service with the Company					
On completion of 12 months continuous					
service with the Company a further 5					
cents per hour making a total of					
On completion of 2 years continuous					
service with the Company a further 8					
cents per hour making a total of					
On completion of 5 years continuous					
service with the Company a further 6					
cents per hour making a total of					
On completion of 10 years continuous					
service with the Company a further 6					

On completion of 3 months continuous

- 30 cents for each hour worked
- 35 cents for each hour worked
- 43 cents for each hour worked
- 49 cents for each hour worked
- cents per hour making a total of 55 cents for each hour worked

(d) Combined Disability Payment — Workers covered by this Agreement shall be paid a combined disability payment of \$1.50 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 \$6.50 for each week he is so employed.

(f) Travel Allowance — Each worker covered by this Agreement shall receive a travel allowance the equivalent of three litres of premium grade petrol 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 the equivalent of three litres of premium grade petrol 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 CLOHTING

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 N.Z. 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 14th October 1979 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 14th October 1980.

Signed for Mount Maunganui & Tauranga Stevedores Limited:

R. Hensley.

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

E. Ball.

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.

The rates of remuneration determined by this collective agreement are NOT to be increased by the application of the provisions of the general increase provided by the Remuneration (General Increase) Regulations 1979.

(L.S.)

J. R. P. Horn, Judge.