

Please post in a Conspicuous Place accessible to Workers

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

Dated 27/3/81

Note: See clause 11 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 Electricians dispute of interest between the North Island Electrical and Electronics and Related Trades Industrial Union of Workers and Union Engineering 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 27th day of March 1981

(L.S.)

D. S. Castle, Judge

Secs. 65 and 66

Form 5

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 Electricians at the Auckland Seacargo Terminal Dispute of Interest between the North Island Electrical and Electronics and Related Trades Industrial Union of Workers and Union Engineering 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 Wellington this 18th day of December 1980.

For and on behalf of: Union Engineering Limited

E. Duncan

For and on behalf of: North Island Electrical and Electronics and Related Trades Industrial Union of Workers.

J. F. Taylor

PREAMBLE

This Industrial Agreement, made in the pursuance of the Industrial Relations Act 1973 and its amendments this 16th day of December 1980 between the North Island Electrical and Electronics and Related Trades Industrial Union of Workers (hereinafter called the Union) on the one part and the Union Engineering 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

CLAUSE 1 – APPLICATION

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

CLAUSE 2 – COVERAGE OF WORK

The coverage of work is the electrical repair and maintenance of all equipment for which the Union Engineering Limited is responsible in terms of the lease and 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.

CLAUSE 3 – TERMINAL LABOUR AND HOURS OF WORK

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. Shift rates of pay are as follows:

Monday to Friday	\$ 75.52 per shift
Saturdays and Ordinary Holidays	\$100.23 per shift
Sundays and Special Holidays	\$124.94 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.

CLAUSE 4 – CLOTHING

1. Electricians 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 Electricians 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.

CLAUSE 5 – OVERTIME

1. All work done in excess of the shift hours 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 subclause, 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 an Electrician is required to commence work before the normal starting time he shall be paid for the actual time worked at the appropriate overtime rate with a minimum payment of one hour.
4. Overtime rates to be obtained by dividing Monday – Friday shift rate by eight for time and a half and the Saturday rate divided by eight to obtain double time.

CLAUSE 6 – SERVICE ALLOWANCE

In addition to the rates of pay provided in Clause 3 (4) for certified electricians, service payments will be:

- After six months current continuous service with the same employer an adult worker shall be paid an allowance of 9.5 cents per hour.
- After one years current continuous service with the same employer an adult worker shall be paid an allowance of 16 cents per hour.
- After two years current continuous service with the same employer an adult worker shall be paid an allowance of 20 cents per hour.
- After three years current continuous service with the same employer an adult worker shall be paid an allowance of 23 cents per hour.
- After four years current continuous service with the same employer an adult worker shall be paid an allowance of 27 cents per hour.
- After five years current continuous service with the same employer an adult worker shall be paid an allowance of 31 cents per hour.

(Note: The allowances prescribed in this section shall count in the calculation of overtime and penal rates and shall be paid to the worker when on any paid leave).

CLAUSE 7 – SPECIAL PROVISIONS RELATING TO SHIFT WORK

1. Where Electricians from the Workshop are needed to supplement the shift Electricians at the Terminal they will be paid the Shop Agreement rates of wages and conditions.
2. Where these men actually relieve a shift Electrician i.e. Annual Leave, Long Service Leave, sickness, they will be paid under the Terminal Electricians' Agreement.

CLAUSE 8 – MEAL HOURS AND SMOKOS

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 electrician 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.

CLAUSE 9 – GENERAL

All terms and conditions which are contained in the Northern, Taranaki, Wellington and Otago and Southland Electrical Workers Award are applicable except for those covered by this Agreement.

CLAUSE 10 – UNION MEETINGS

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).

CLAUSE 11 – TERM OF AGREEMENT

This Agreement shall be deemed to come into force on the 22nd November 1980 and shall remain in force for a term of one year from that date.

CLAUSE 12 – GENERAL WAGE ORDERS

All rates of remuneration provided for in this Agreement shall be subject to adjustment by any Court Orders.

13. 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: North Island Electrical and Electronic and Related Trades Industrial Union of Workers

J. F. Taylor

For: Union Engineering Limited

E. Duncan

AUCKLAND SEACARGO TERMINAL ELECTRICIANS

Base Rate: \$5.8464 plus Supervisory Payment \$0.1852 = \$6.0316

Monday – Friday		
8 hours ord	6.0316	48.2528
8 hours double	12.0632	96.5056
24 hours mechanical .....	.1456	3.4944
16 hours weather .....	.1747	2.7952

\$151.0480

\$75.52 per Shift

Saturday and Holidays

16 hours double	12.0632	193.0112
16 hours mechanical .....	.2912	4.6592
16 hours weather .....	.1747	2.7952

 \$200.4656

\$100.23 per shift

Sunday and Special Holidays

16 hours 2½	15.0790	241.2640
16 hours mechanical .....	.3640	5.8240
16 hours weather .....	.1747	2.7955

 \$249.8835

\$124.94 per Shift

		Base Rate
Base Rate of Pay	\$ 5.8464	4.9355
Basic Weekly	\$233.86	.1974 + 4%
Sick Payment	\$ 58.46	5.1329
Stat. Holiday	\$ 46.77	.7135 + 13.9%

 \$5.8464

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 1980.

(L.S.)

D. S. Castle, Judge