

**Please post in a conspicuous place accessible to workers**

“The attention of all persons affected by this document is drawn to the transitional provisions concerning union membership set forth in section 17 Industrial Relations Amendment Act 1985.”

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**TARANAKI HARBOURS BOARD  
CAPITAL DREDGING PROGRAMME  
HARBOUR BOARD—COLLECTIVE  
AGREEMENT (VOLUNTARY)**

**Dated 24/9/85**

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NOTE: See clause 13 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 Taranaki Harbours Board Capital Dredging Programme Harbour Board Employees Dispute of Interest

between the Taranaki Harbours Board and the New Zealand Harbours 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 24th day of September 1985.

[L.S.]

D. S. CASTLE  
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 Taranaki Harbours Board Capital  
Dredging Programme Harbour Board Employees Dispute of Interest  
BETWEEN the Taranaki Harbours Board  
AND the New Zealand Harbours 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 S. 65 of the Industrial Relations Act 1973 for registration by the Arbitration Court as a collective agreement.

DATED at Wellington this 2nd day of September 1985

For and on behalf of

**THE TARANAKI HARBOURS BOARD**  
NZ Harbour Boards Industrial Union of Employers

J. MURRAY, Chief Executive.

For and on behalf of

NZ Harbours Industrial Union of Workers

R. V. GERDELAN, National Secretary.

**TARANAKI HARBOURS BOARD**  
**CAPITAL DREDGING PROGRAMME AGREEMENT**

1. **APPLICATION**

This agreement is made between the Taranaki Harbours Board and the New Zealand Harbours Industrial Union of Workers and shall apply to Harbours Board employees manning and operating the back-hoe dredger pontoon Kaheru, the two split bottom dumb barges and the workboat Kapu being items of plant owned and operated by the Taranaki Harbours Board for the purposes of the capital dredging programme being carried out at Port Taranaki.

2. **HOURS OF WORK**

- 2.1 The hours of work during summer shall be 12 hours per day Monday to Friday inclusive, and 10 hours per day Saturday. For the purposes of this clause summer is defined as being from 1 October to 30 April inclusive. Commencing time to be 6.00 am.
- 2.2 The hours of work during winter shall be 10 hours per day Monday to Friday inclusive, and 9 hours per day Saturday. For the purposes of this clause winter is defined as being from 1 May to 30 September. Commencing time to be 7.00 am.
- 2.3 Where dredging operations are stopped due to weather conditions or mechanical breakdown or other unforeseen circumstance, the hours of work may be reduced to 9 hours per day on those days, provided that the employer shall notify the workers by 1600 hours on the day prior to the reduction of hours and the employer shall advise the workers of resumption by 1600 hours on the day prior to the resumption of the 12 hour day, or 10 hour day.
- 2.4 Any variation to clauses 2.1 and 2.2 above shall be notified to the employees by 1600 hours on the day before. In recognition of the special provisions contained within this document the employees concerned undertake to ensure so far as is reasonably practicable that the Harbours Board receives the maximum dredging time available on each day of work.

3. **RATES OF PAY & ALLOWANCES**

- 3.1 The weekly rate of pay for back-hoe dredger operators shall be \$330.49 per 40-hour week.

- 3.2 In addition to the basic weekly rate of pay the foreman/operator shall receive a payment of 44c per hour flat. In addition to the basic weekly rate of pay the leading hand/operator shall receive a payment of 24c per hour flat. Both of these payments are in accordance with the conditions of the NZ Harbour Boards Employees award.
- 3.3 An allowance of \$3.46 per hour flat for Harbours Board staff engaged on the Board's capital dredging programme while working away from the wharf area shall be paid.  
The above allowance to be paid in consideration of all factors associated with the capital dredging programme and all allowances provided for in the Harbour Board Employees award, with the exception of the meal money payment provided in clause A23 (3) of the award, being the 9-hour day clause.

4. **OVERTIME**

All work performed outside ordinary port hours Monday to Friday shall be paid at overtime rates as provided in section A24 of the NZ Harbour Boards Employees award.

5. **STATUTORY HOLIDAYS**

Statutory holidays shall be observed in accordance with the provisions of clause Gen. 5 of the current NZ Harbour Boards Employees award.

6. **ANNUAL HOLIDAYS**

Annual holidays shall be observed in accordance with the provisions of clause Gen. 6 of the current NZ Harbour Boards Employees award.

7. **MANNING SCALE**

- 7.1 The complement for the capital dredging programme shall comprise a foreman/operator, a leading hand/operator and six operators.
- 7.2 The capital dredging programme operational complement shall comprise six personnel who shall work as directed by the employer.

8. **WORKING ROSTER**

A roster shall be operated by the Harbours Board in respect of the capital dredging programme as agreed between the parties to this agreement.

9. **MEALS/TEA BREAKS**

- 9.1 Rolling meals and tea breaks shall be taken by the programme complement at such times and in such fashion as not to impede the operation of the capital dredging programme.
- 9.2 Meal money payments shall be paid as specified in clause A23 (3) of the current NZ Harbour Boards Employees award.

10. **FIRST AID**

Suitable equipment shall be provided by the employer.

11. **MEDICAL EXAMINATIONS**

Due to the nature of the capital dredging programme the parties hereby agree that staff engaged in the programme shall be given a medical examination once yearly at the cost of the Harbours Board. This examination

shall be taken in the worker's time and shall not have the effect of disrupting the dredging operations. Should the examination show a deterioration of health as a result of engagement in the dredging programme, the employer reserves the right to remove the worker from the capital dredging programme.

12. **SCOPE OF AGREEMENT**

- 12.1 This agreement shall operate at the port of Taranaki and in relation to the capital dredging programme only.
- 12.2 Where any circumstance arises which is not covered by this agreement, the provisions of the current NZ Harbour Boards Employees award, being document 359, shall apply.
- 12.3 Where any conflict arises between the terms of this agreement and the above-referred award, then this agreement shall take precedence.

13. **TERM OF AGREEMENT**

This agreement shall be deemed to have come into force on the 18th day of April 1985 and shall continue in force for a period of 12 months.

DATED at Wellington this 2nd day of September 1985.

For and on behalf of the  
**TARANAKI HARBOURS BOARD**  
 NZ Harbour Boards Industrial Union of Employers

J. MURRAY, Chief Executive.

For and on behalf of the  
**NZ HARBOURS INDUSTRIAL UNION OF WORKERS**

R. V. GERDELAN, National Secretary.

**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.

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 nine months from the date of registration.

[L.S.]

**D. S. CASTLE**  
JUDGE