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“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.”

OTAGO HARBOUR BOARD CONTROL OFFICERS—COLLECTIVE AGREEMENT (VOLUNTARY)

Dated 14/11/85

NOTE: See clause 14 herein for the date on which rates of wages come into force.

Form 6

Under the Industrial Relations Act 1973

REGISTERED COLLECTIVE AGREEMENTIn the matter of the Industrial Relations Act 1973; and in the matter of
the Otago Harbour Board Control Officers Dispute of Interestbetween the Otago Harbour 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 14th day of November 1985.

[L.S.]

J. R. P. HORN
JUDGE

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 Control Officers
Dispute of Interest**BETWEEN** The Otago Harbour Board**AND** The NZ 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 section 65 of the Industrial Relations Act 1973, for registration by the Arbitration Court as a collective agreement.

DATED AT DUNEDIN this 19th day of September 1985Signed for and on behalf of **THE OTAGO HARBOUR BOARD**

J. V. Garbutt, Assistant to General Manager (Personnel)

Signed for and on behalf of **THE NZ HARBOURS INDUSTRIAL
UNION OF WORKERS**

R. V. Gerdelan, National Secretary

**VOLUNTARY AGREEMENT REACHED BETWEEN THE OTAGO
HARBOUR BOARD (HEREINAFTER REFERRED TO AS THE
EMPLOYER) AND THE NEW ZEALAND HARBOUR WORKERS
INDUSTRIAL UNION OF WORKERS**

1. The purpose of this Agreement is to supplement the special conditions of employment for permanent Control Officers etc. as set out in Part 6 of the N.Z. Harbour Boards Container Terminal Employees Award, so as to include provision for intermittent relief and supplementary workers in the Port of Otago.

2. **APPLICATION**

The conditions of employment set out herein shall apply to workers who, not being permanently employed under the provisions of Part 6 of the N.Z. Harbour Boards Container Terminal Employees Award, but having been properly trained shall relieve for holidays or sickness and supplement as required by the Employer, the workers permanently employed in the following sections at the Port Chalmers Container Terminal.

- (a) Control Section
- (b) Computer Operations Section
- (c) Labour Administration Section

3. **DEFINITION**

- (a) **Relieving Shift Worker**—is a worker who shall temporarily relieve a rostered shift worker during absences through holiday, sickness, emergencies and supplement permanent Control Officers as required by the employer.

4. **MANNING**

The normal complement of the 3 Sections described in Clause 2 shall comprise those workers permanently employed in the Terminal, and who are engaged in shift work in accordance with the agreed roster which provides for work on the basis of 4 days on and 2 days off and as alternatively agreed as in the case of the Monday to Friday twilight shift worker.

(i) **Engagement of Relieving Shift Workers**—

The engagement of relieving shift workers shall be in accordance with the operational requirements and pursuant to the local relief shift workers' roster as agreed to by the parties.

(ii) **Specific Manning Disputes Provision**—

Either Party may request a review of the number of workers engaged on any shift on any day consequent upon any increase or decrease of workload and any other exigencies.

Where the Parties are unable to reach Agreement, the matter(s) shall be determined in accordance with the Disputes Procedure set out in Clause 12 herein provided however that matter(s) referred pursuant to this clause shall be dealt with by the Committee on the basis that if the Committee is unable to reach full agreement thereby requiring arbitration by the Chairman and in the event of the Chairman making a decision such decision shall be final and binding upon the parties.

- (iii) Workers who have been selected for the appropriate training shall upon qualification be appointed intermittent relief worker for the work area appropriate to their skills.

5. HOURS OF WORK

When engaged in Relief/Supplementary work, the workers covered by this Agreement shall work in accordance with the Hours of Work prescribed in Part 6 Clause 52 and sub-clause (k) of Clause 53 of the N.Z. Harbour Boards Container Terminal Employees Award.

6. WAGES

- (i) When appointed and engaged in Relief/Supplementary work at the Terminal payment shall be made in accordance with the appropriate provisions of Clause 53 of the N.Z. Harbour Boards Container Terminal Employees Award.
- (ii) **Special Intermittent Relieving/Shift/Skill and Versatility Allowance**
In consideration of the special circumstances in connection with the additional skills involved and the complex nature of the duties together with the intermittent nature of the shift work described herein each relief shift worker shall receive an additional flat weekly payment of \$48.00. This rate shall be adjusted at the same time and by the same percentage movement as the adjustment to the wages provisions of the N.Z. Harbour Board Employees Award.

7. TRAINING

The Employer shall provide adequate training to a level of full operational requirements. The Union shall co-operate with the Employer in facilitating a full training programme.

(A special training allowance shall be in accordance with local agreement.)

8. SPECIAL CONDITIONS RELATED TO SHIFT WORK

- (i) Any worker who has worked seven consecutive days, one or more of which is on shift work, shall be given their next ordinary working day off for which the worker shall be paid eight hours ordinary rate of pay plus eight hours at the premium rate prescribed in the Composite Workforce Agreement as amended.
- (ii) A worker who completes a period of Relief/Supplementary work involving the working of the full shift hours on second or third shift shall have the next day off duty and shall be available for work on the next succeeding day. The worker shall be paid for such day off at the rate of eight hours ordinary rate of pay plus eight hours at the premium rate prescribed in the Composite Workforce Agreement. Provided however—
 - (i) Where the day off occurs on a Sunday and no work is required in the Terminal, no payment shall be made.
 - (ii) Should a worker be replaced for any reason except annual leave during such period of work, the day off duty specified herein shall be paid only to the replacement worker.

9. MEAL AND REST PERIODS

Workers who are engaged in Relief/Supplementary shift work at the Terminal under the terms of this Agreement shall be subject to the provisions of Clauses 54, 55 and 56 of Part 6 of the N.Z. Harbour Boards Container Terminal Employees Award.

10. **TRAVEL TIME AND TRANSPORT**

Where workers are engaged in Relief/Supplementary shift work covered by this Agreement and are required to travel to the Terminal outside the hours prescribed for any shift on which they are engaged, they shall be paid travelling time at the rate appropriate to their usual rate of wages and to the time and period of travel from their usual place of employment to Port Chalmers and return. In lieu of the provisions for Transport Allowance prescribed in Clause 57 of Part 6 of the N.Z. Harbour Boards Container Terminal Employees Award, reimbursement of the cost of travel shall be made in accordance with the customary Port practice.

11. **NOTIFICATION**

- (i) Where practicable, orders for shift work shall be given to workers during normal hours on the day prior to the Relief/Supplementary requirement.
- (ii) Workers who report for normal hours of work on any day Monday to Friday and who are allocated to commence second or third shift that day shall receive a special payment of half an hour at double ordinary time rate and three and a half hours at ordinary time rate and will not be required to continue working such normal hours for more than one hour from the commencement of such hours.
- (iii) Orders for weekend shift work shall be given where practicable not later than 4 p.m. on Friday to workers on normal day work and in the case of workers already working a shift not later than two hours prior to the normal ceasing time of that shift.

12. **DISPUTES PROCEDURE**

As per provisions of N.Z. Harbour Board Container Terminals Employees Award Part I Clause 20.

13. **MATTERS NOT PROVIDED FOR**

Unless otherwise prescribed herein the terms and conditions of the New Zealand Harbour Boards Container Terminals Employees Award shall apply.

14. **TERM OF AGREEMENT**

This Agreement, in so far as rates of wages and all other conditions are concerned shall come into force from the day of the date hereof; and this Agreement shall continue in force until the 31st day of December 1986.

DATED this 19th day of September 1985 at Dunedin.

For and on behalf of the OTAGO HARBOUR BOARD:

J. V. Garbutt, Assistant to the General Manager (Personnel)

For and on behalf of the N.Z. 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.

[L.S.]

J. R. P. HORN
JUDGE

NOTE: This is a new agreement citing the parties hereto. The registration number has not been previously allocated.