

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.”

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

Dated 30/7/86

NOTE: See clause 13 herein for the date on which rates of wages come into force.

11974

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 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 abovementioned 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 30th day of July 1986.

(L.S.)

J. R. P. HORN
JUDGE

Section 65

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 THE TARANAKI HARBOURS BOARD
CAPITAL DREDGING PROGRAMME DISPUTE OF INTEREST

BETWEEN THE

TARANAKI HARBOURS BOARD

AND THE

NEW ZEALAND HARBOURS INDUSTRIAL UNION OF WORKERS

To the Registrar, ARBITRATION COURT, WELLINGTON

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 New Plymouth this 14th day of May 1986.

SIGNED FOR AND ON BEHALF OF:

Employer

P. N. Atkinson — Chief Engineer
Taranaki Harbour Board

SIGNED FOR AND ON BEHALF OF:

Union

B. H. Brooks, Asst. National Secretary.
NEW ZEALAND HARBOURS INDUSTRIAL UNION OF WORKERS

**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 capital dredging programme shall be carried out by two separate crews working the following hours Monday to Saturday each week (inclusive).

Morning crew	5.00 a.m. to 2.30 p.m.	9.5 hours per day
Afternoon crew	2.00 p.m. to 11.00 p.m.	9 hours per day

2.2 Crews will rotate between morning and afternoon starts at four weekly intervals. In each four week period each crew member shall work three weeks and have one week rostered off duty.

2.3 Any variation to the above affecting the morning crew shall be notified to these employees by 1200 hours on the day before. Any variation to the above affecting the afternoon crew shall be notified to these 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. The half hour overlap between the two crews is provided to ensure continuous dredging operations during the change from one crew to the next.

3. RATES OF PAY AND ALLOWANCES

3.1 The weekly rate of pay for backhoe dredger operators shall be \$382.54 per 40-hour week.

3.2 In addition to the basic weekly rate of pay the foreman/operator shall receive a payment of 78c per hour flat. In addition to the basic weekly rate of pay the leading hand/operator shall receive a payment of 39c 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 \$4.00 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.

3.4 Rates of pay and allowances will be subject to any General Wage Order or Cost of Living Allowance and shall also be subject to any percentage wage movement negotiated under the New Zealand Harbour Boards Employees award.

4. OVERTIME

4.1 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.

4.2 Workers working before 7.00 a.m. or after 6.00 p.m. Monday to Friday as part of their ordinary 40 hours per week shall be paid the following rate in addition to their ordinary wage:

- (a) Hours worked before 7.00 a.m., ordinary time
- (b) Hours worked between 6.00 p.m. and 9.00 p.m., half ordinary time
- (c) Hours worked after 9.00 p.m., ordinary time.

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. Where one statutory holiday occurs during a rostered week off, no additional leave will apply with respect to that holiday. Where two statutory holidays occur during a rostered week off one additional day's leave will be granted, to be taken at a time convenient to the Board.

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 14 operators divided into two crews of eight people each such that the foreman/operator and leading hand/operator are in separate crews.

7.2 The capital dredging programme operational complement shall comprise six personnel per crew who shall work as directed by the employer.

7.3 One person in each crew shall be designated first relieving leading hand/operator and shall assume the responsibilities of leading hand/operator in the absence of the foreman/operator or leading hand/operator.

One person in each crew shall be designated second relieving leading hand/operator and shall assume the responsibilities of leading hand/operator in the absence of the foreman/operator or leading hand/operator and the first relieving leading hand/operator. i.e. crews will be as follows:

Crew 1	Crew 2
Foreman/Operator	Leading Hand/Operator
First Relieving Leading Hand/Operator	First Relieving Leading Hand/Operator
Second Relieving Leading Hand/Operator	Second Relieving Leading Hand/Operator
5 Operators	5 Operators

7.4 The foreman/operator shall be responsible for ensuring that both crews carry out their duties and that general maintenance of the capital dredging plant is attended to.

7.5 Should a crew commencing work in the morning find it is undermanned for reasons not known on the preceding day, then a relief who normally commences work at 7.00 a.m. will commence work at 7.00 a.m. on the capital dredging and the crew shall commence work at the normal time although undermanned until the relief arrives.

8. RELIEFS

The following provisions will apply to the employment of relief operators:

- (a) There shall be two relief operators designated to each crew.

(b) A relief worker who works five days or less in any one week of operational dredging will receive no rostered leave.

(c) A relief worker who works six consecutive days in any one week of operational dredging will receive one day as rostered leave.

(d) A relief worker who works two consecutive operational weeks will receive three days as rostered leave.

(e) A relief worker working three consecutive operational weeks will receive five days as rostered leave.

(f) Rostered leave is not to be accumulated and shall be taken in the week following relief duty.

(g) Relief workers for KAHERU shall be rostered for relief duties calendar week about (Sunday to Saturday inclusive) so that no one worker has a greater opportunity for relief work than any other worker.

(h) Relief workers while on rostered leave in accordance with the provisions of clauses (b) to (e) above shall be paid Backhoe Dredge Operators' rates for a 9 hour day.

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, 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 18 April 1986 and shall continue in force until 31 December 1987.

Signed for and on behalf of the
Taranaki Harbours Board.

P. N. Atkinson, Chief Engineer.

Dated 27th March 1986.

Signed for and on behalf of the

Taranaki Branch of the New Zealand Harbours Industrial Union of
Workers.

R. W. Kisby, Branch Secretary.

Dated 1st April 1986.

25 March 1986

**STATEMENT OF THE PARTIES
CAPITAL DREDGING PROGRAMME AGREEMENT**

This is to confirm that it is the understanding of the parties to the above agreement that at the cessation of the capital dredging programme, or at the cessation of operating the capital dredging programme with two crews should this occur first, that the staff involved in this programme will be offered alternative employment with the Taranaki Harbours Board, albeit that such employment may not be in positions previously occupied by such staff.

Signed for and on behalf of the
Taranaki Harbours Board.

P. N. Atkinson, Chief Engineer.

Dated 27th March 1986.

Signed for and on behalf of the

Taranaki Branch of the New Zealand Harbours Industrial Union of
Workers.

R. W. Kisby, Branch Secretary.

Dated 1st April 1986.

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 parties' attention is drawn to section 97(2) of the Industrial Relations Act 1973 and Regulation 6(1) of the Wage Adjustment Regulations 1974 in respect of clause 3.4.

(L.S.)

J. R. P. HORN
JUDGE

NOTE: There is a change of title. This document was previously known as the Taranaki Harbours Board Capital Dredging Programme Harbour Board Employees Voluntary Collective Agreement, 1985 Book of Awards, page 13593, dated 24.9.85.