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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.”

**TARANAKI HARBOURS BOARD ROPE
SHED STAFF OPERATIONS AND
REMUNERATION-COLLECTIVE
AGREEMENT (VOLUNTARY)**

Dated 7/3/86

NOTE: See clause 5.4 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 Rope Shed Staff Operations and Remuneration 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 7th day of March 1986.

(L.S.)

N.P. WILLIAMSON
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 Harbour Board Rope Shed Staff Operations & Remuneration
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 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 New Plymouth this Sixteenth day of December, 1985

SIGNED FOR AND ON BEHALF OF:

Employer

R.P.Snodgrass

General Manager

TARANAKI HARBOUR BOARD

SIGNED FOR AND ON BEHALF OF:

Union

B.H.Brooks

Asst.National Secretary

NEW ZEALAND HARBOURS

INDUSTRIAL UNION OF WORKERS

**TITLE: THE TARANAKI HARBOURS BOARD ROPE SHED
STAFF OPERATIONS AND REMUNERATION AGREEMENT**

INTRODUCTION AND PURPOSE OF AGREEMENT

This agreement recognises the interests of the Board and its employees as being the uninterrupted and continuing service to shipping.

1. APPLICATION OF AGREEMENT

This agreement shall apply to the positions of Foreman of the Taranaki Harbours Board Rope Shed staff, Leading Hands of the Taranaki Harbours Board Rope Shed staff, and the remaining Taranaki Harbours Board Rope Shed staff, all employed by the Taranaki Harbours Board under the authority and direction of the Board's Harbour Master or his authorised Deputy.

2. HOURS OF WORK AND OPERATIONS

(a) The employment of the Board's Rope Shed staff will be on the basis of a 24-hour day, 52 weeks each year full time uninterrupted service to shipping and associated requirements.

(b)(i) The Board's Rope Shed staff, numbering thirteen employees, will, for the purpose of meeting the requirements set out in 2(a) above, be divided into three work sections of four employees, each section having one member from it appointed as Leading Hand.

(ii) The remaining Rope Shed staff employee, to complete the full thirteen employee member complement, shall be designated Foreman.

(c)(i) The defined Rope Shed staff sections will be employed on a three week rotating cycle consisting of two weeks on duty followed by one week off duty.

(ii) The sections will operate as follows:

Day Duty Section:

(i) Will be in attendance on duty at Port Taranaki from 0800 hours to 1700 hours daily.

- (ii) Will assist the night work section as directed between 1700 hours and 0800 hours daily as directed.

Night Duty Section:

- (i) Will perform all required duties between 1700 hours and 0800 hours daily.
- (ii) Will assist the day work section between 0800 hours and 1700 hours daily as directed.

Off Duty Section:

Off Duty Section staff members will be required to advise the Rope Shed Foreman if they intend to be absent from New Plymouth for more than one day during their off duty period.

- (d)(i) Duty cycles will commence at 0800 hours each and every Monday.
 - (ii) The members of any section may be called upon at any time in the event of emergency.
 - (iii) In the event of any members of the Off Duty Section being called back for an emergency then for each day or part thereof of the emergency attendance a day shall be allowed as a special compensatory day off-work entitlement.
 - (iv) Duty Section will not be required to be in attendance at the port on weekends or public holidays except for shipping duties or other special requirements.

3. DUTIES AND RESPONSIBILITIES

(a) Foreman

The Foreman's hours of duty will be 0800 to 1700 Monday to Friday inclusive, excepting that the Foreman will be required to act as a relief for a Leading Hand of either a day or night duty section in the absence of the Leading Hand of any such section.

- (b) The Foreman will be responsible for the following:—
 - (i) Ensure that duty sections are fully manned and arrange reliefs if required.
 - (ii) Ensure that duty sections are aware of shipping movements within each duty period.
 - (iii) Ensure that the names and telephone numbers of duty staff are posted in the Watchhouse and Harbour Master's office.
 - (iv) Ensure that staff are trained in all facets of their work.
 - (v) Making up and maintenance of all moorings.
 - (vi) Laying out of moorings prior to vessel arrival and clear written instructions to section Leading Hands for mooring requirements.
 - (vii) Ensure regular care and maintenance of Department tractors and plant is carried out.
 - (viii) Ensure that Rope Shed and staff accommodation is maintained in a clean and tidy condition.
 - (ix) Maintenance of stock records.
 - (x) Completion of manning docketts.

- (xi) Ensure that all time sheets of Rope Shed staff are fully and accurately completed and approved.
- (xii) Such other duties as the Harbour Master or Duty Pilot may require.

(c) Leading Hands

During the absence of the Rope Shed Staff Foreman the duty section Leading Hand will be in full charge of and responsible for the duty section. Hours of duty shall be as set out in Clause 2 sections (a), (b), (c).

The Leading Hand will be responsible for the following:—

- (i) Supervise the work of the section.
- (ii) To ensure that a full section of four staff is available at all times during the period of duty.
- (iii) To lay out and prepare moorings as required.
- (iv) To tend moorings as required.
- (v) To ensure that moorings are inspected at regular intervals not exceeding 4 hours when the duty section is not in attendance at the port.
- (vi) To complete manning docket.
- (vii) To ensure that all time sheets of the section are fully and accurately filled in and certified as correct.
- (viii) To attend to such other duties as the Harbour Master, Duty Pilot or Foreman may require.

(d) Duty Sections

Hours of duty shall be as set out in Clause 2 sections (a), (b), (c).

Duty Sections will be under the direction and supervision of the Rope Shed Staff Foreman and during the Foreman's absence under the direction and supervision of the Duty Section Leading Hand.

Duty Section's Responsibilities

- (i) All work in connection with the making up and maintenance of ships moorings.
- (ii) Laying out moorings prior to vessel arrivals.
- (iii) Securing and releasing moorings.
- (iv) Boarding and assisting aboard vessels during mooring.
- (v) Care and maintenance of Harbour Master's Department tractors and plant.
- (vi) Cleaning of rope shed and staff accommodation.
- (vii) Tending ships moorings.
- (viii) Ensure that time sheets are fully and accurately completed.
- (ix) Such other duties as the Harbour Master, Duty Pilot, Foreman or Leading Hand may require.

4. WAGES, PAYMENTS AND OTHER PROVISIONS

1) The weekly wage paid by the Taranaki Harbours Board is made on the basis of the request of the Rope Shed Staff for adequate and assured time off.

- 2) The wage paid will be on a 7 day 24 hour per day work period basis.
- 3) Under this agreement the weekly wage paid replaces the wages payable under the terms and provisions of the New Zealand Harbour Boards Employees Award and also the conditions of work contained therein.
- 4) The weekly wage will be:

Foreman	\$609.39 weekly
Leading Hands	\$564.10 weekly
Other Rope Shed Staff	\$528.85 weekly
- 5) The weekly wage 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.
- 6) Under this Agreement meal and transport reimbursing allowances payable under the terms and provisions of the New Zealand Harbour Boards Employees Award shall continue to be paid where applicable.
- 7) Annual leave provisions and payment for annual leave shall continue to apply as provided for under the terms and provisions of the New Zealand Harbour Boards Employees Award.

Annual leave for Rope Shed staff members excluding the Rope Shed Staff Foreman shall be on the basis of 31 running days leave each year provided that after three years continuous service 38 running days leave each year shall be given.

- 8) Rope Shed Staff members, including any relief attached to that staff on a temporary basis, shall not be permitted to take leave without pay. Where a Rope Shed Staff member or relief temporarily attached to that staff requires special time off application shall be made to the Harbour Master, or his Deputy, whose decision shall be final.
- 9) Where because of sickness or other reasons the Rope Shed Staff Foreman is unable to relieve a Leading Hand a member of the section shall fill the position of Leading Hand during the absence and shall receive the rate of pay applicable to the Leading Hand's position for the period that the Leading Hand is absent and unable to be relieved by the Rope Shed Foreman.
- 10) A Rope Shed staff member who has been on duty and remained on call or who has been required to attend shipping moorings or other related duties shall have one additional day added to his annual leave for each statutory holiday so worked.

5. SCOPE OF AGREEMENT

- 1) This Agreement shall operate at the port of Port Taranaki.
- 2) In the event of any circumstances which may arise which is not covered by this Agreement the provisions of the Harbour Boards Employees Award shall apply.
- 3) Where any conflict arises between the terms of this Agreement and the Award then this Agreement shall take precedence.

4) This Agreement, in so far as the provisions relating to the rates of wages are concerned, shall be deemed to have come into force on the 9th day of September, 1985, and so far as all other provisions are concerned, it shall come into force on the day of the date hereof; and this agreement shall continue in force until the 31st day of December, 1986.

Monday 9th September, 1985

Signed for and on behalf of the
TARANAKI HARBOURS BOARD

Signed for and on behalf of the
Taranaki Branch of the
N.Z. HARBOUR WORKERS UNION

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 one year from the date of registration.

(L.S.)

N.P. WILLIAMSON
JUDGE

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