

**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 CONTAINER FACILITY — COLLECTIVE AGREEMENT (VOLUNTARY)**

**Dated 16/10/86**

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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 AGREEMENT

In the matter of the Industrial Relations Act 1973; and in the matter of the Taranaki Harbours Board Container Facility dispute of interest between 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 16th day of October 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 Container  
 Facility 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 25th day of August 1986

SIGNED FOR AND ON BEHALF OF:

Employer

R. P. Snodgrass  
 General Manager, Taranaki Harbours Board

SIGNED FOR AND ON BEHALF OF:

Union

J. Fitzgibbon  
President, Taranaki Board

### CONTAINER FACILITY AGREEMENT

**Parties:** — Taranaki Harbours Board  
— N.Z. Harbours Industrial Union of Workers (Taranaki Branch)

### TERMS AND CONDITIONS OF EMPLOYMENT FOR THE OPERATION OF THE

### TARANAKI HARBOURS BOARD'S CONTAINER FACILITY

#### 1. APPLICATION:

(a) The conditions of employment prescribed by this Agreement shall govern the employment of Harbour Board Employees employed upon the wharf, transit and storage areas servicing the container vessels in the West Indies Service and the container vessels in the Middle East service at Port Taranaki and the employer of such workers.

(b) Where the terms of this Agreement conflict with the terms of the current New Zealand Harbour Boards Employees Award the terms of this Agreement shall apply.

#### 2. WORK COVERAGE:

The provisions of this Agreement shall cover the operation of mechanical cargo handling equipment supplied by the Harbour Board. Moreover, this Agreement shall cover any additional mechanical equipment required by the Board, and such equipment shall be driven and operated by members of the New Zealand Harbours Industrial Union of Workers. Receiving and delivery of cargo and the sorting and stacking duties connected therewith shall be performed in accordance with present customary practice at Port Taranaki as will such other duties as may be required by the employer.

#### 3. HOURS OF WORK:

##### (a) Ship Days:

(i) Work shall be on a shift basis as follows:

##### **Monday to Friday**

First shift — 7.00 a.m. — 2.30 p.m.

Second shift — 2.30 p.m. — 10.00 p.m.

##### **Saturday, Sunday and Holidays**

First shift — 7.00 a.m. — 2.30 p.m.

Second shift — 2.00 p.m. — 9.00 p.m.

(ii) In consideration of the provisions of this Agreement, particularly those relating to wages and other monetary provisions the Union undertakes that the hours prescribed in the above shifts shall be the full hours worked and accordingly all men will be required to commence work at the commencement of the shift and remain at work until the termination of the shift.

This means that any changing, washing or travelling will be undertaken outside of the shift hours prescribed.

**(b) Non Ship Days**

For all work carried out on non ship days the hours prescribed in clauses B38 and B39 of the New Zealand Harbours Boards Employees Award shall apply.

4.

**WAGES:****(a) Non Ship Days**

The rates of pay for the various classifications shall be those set out in the New Zealand Harbour Boards Employees Award.

**(b) Ship Days**

The normal Award rates shall form the basis for shift payments which will be calculated in accordance with the following formulae.

(i) For the purpose of this Agreement "premium rate" is \$1.7893.

**(ii) Monday to Friday****First and second shift**

**8 hours pay at time and one half (8 x 1-1/2 ordinary time)**

**(iii) Saturday and Award Holidays (except Special Holidays)****First and second shift**

One half of the sum of:

- 3 hours at 1-1/2 x ordinary time
- 5 hours at 2 x ordinary time
- 7 hours at 3 x ordinary time
- 3 hours at 1-1/2 x premium rate
- 5 hours at 2 x premium rate
- 6 hours at 3 x premium rate

**(iv) Sundays and \*Special Holidays**

**(\*Christmas Day, Good Friday and Anzac Day)**

**First and second shift**

One half of the sum of:

- 8 hours at 3 x ordinary time
- 7 hours at 3 x ordinary time
- 8 hours at 3 x premium rate
- 6 hours at 3 x premium rate

**(c) Award Holidays**

Wages for work performed under this Agreement on holidays as per General Clause 5 of the New Zealand Harbour Boards Employees Award shall be additional to any holiday pay prescribed in that Award.

5.

**MANNING;****(a) Ship Days — Each Shift****(i) Drivers**

One driver per fork hoist engaged plus one relief driver for each 3 machines or part thereof.

**(ii) Shift Supervision**

One Chargehand except in the case of only one machine being engaged when the Chargehand shall be the relief driver.

**(b) Non Ship Days**

The number of workers required to work on the receiving and delivering and such other duties as may be required by the employer shall be by arrangement between the Taranaki Harbours Board and the New Zealand Harbours Industrial Union of Workers — Taranaki Branch, provided that at

all times there are sufficient workers employed for safe and efficient operation.

**6. OTHER RATES OF REMUNERATION:**

The following payments shall be made for Ship and Non Ship Days:—

For all weather work: 68.13 cents per hour

For special cargo and dirty work:

(a) Break bulk and unitised 35.11 cents per hour

(b) Containerised 76.76 cents per hour

For heavy machines being all fork machines fitted with top or side lift container handling spreaders and Lima crane when handling containers: 110.28 cents per hour.

In recognition of the regular but intermittent nature of Non Ship Day yard work requirements and the demands arising thereof there shall be paid to one forklift driver equivalent, for Monday to Friday inclusive, a minimum of twenty hours of the applicable allowances payments in aggregate specified under this Clause 6.

**7. MEAL MONEY:**

**(a) Ship Days**

A basic meal money payment as provided in the New Zealand Harbour Boards Employees Award shall be paid to each worker for each shift worked. In consideration of the reduced period for meal breaks provided for during the shift operation a surcharge of \$2.66 per worker shall be paid.

**(b) Non Ship Days**

Meal money payments will be in accordance with the provisions of the New Zealand Harbour Boards Employees Award.

**8. MEAL AND TEA BREAKS:**

**(a) Ship Days**

Each worker shall be allowed one 40 minute meal break in each shift worked without deduction of pay. Each worker shall be allowed one 20 minute tea break in each shift. Tea breaks may be staggered if required by the employer to allow for continuous work.

**(b) Non Ship Days**

Meal and tea breaks shall be observed in accordance with the provisions of the New Zealand Harbour Boards Employees Award.

**9. EFFICIENCY AND INCENTIVE PAYMENT:**

(a) For all work in connection with the loading and unloading of break bulk and unitised cargo, an efficiency and incentive payment equivalent to that amount paid to the Waterside Workers Union shall be made to each worker covered by this Agreement.

(b) In lieu of the provisions above and in consideration of the provisions of this Agreement which are designed to promote the expeditious handling of containers, each worker engaged in connection with the handling of containers to and from cellular ships and on yard work shall be paid as an efficiency and incentive payment a flat rate per hour for the full period of each shift or work period worked. Such rate shall be that as equivalent to the Waterside Workers.

(c) In recognition of the special industrial and operational features encompassed by the provisions of this Agreement an additional flat rate of 51.47 cents per hour shall be paid.

10. **ENGAGEMENT AND RELEASE OF LABOUR:**

(a) If required to commence on the second shift workers shall receive 4-1/2 hours pay at ordinary time rate in addition to their shift earnings, except that when a worker is notified of his engagement the previous day he shall receive his shift payment only.

(b) On the day that a vessel completes cargo handling workers who have been ordered back from the preceding day for the first shift shall be paid for the full shift and shall be available for other work at the commencement of normal hours of work on the next working week day.

Men ordered for the second shift shall be paid for the full shift and in addition shall be paid eight hours at ordinary time rates for the next day and shall be available for other work at the commencement of normal hours of work on the following day.

(c) Non ship days shall be in accordance with the provisions of the New Zealand Harbour Boards Employees Award.

11. **TRANSPORT ALLOWANCE:**

A transport allowance shall be paid to men working on either shift on a Saturday, Sunday or holiday and to those working on the second shift on any day. The transport allowance shall be the same as that paid to Harbour Board employees when working supplementary hours at Port Taranaki.

12. **DISPUTES:**

Should any dispute arise concerning the operation of any provision of this Agreement the matter in dispute shall be discussed between the parties. If the matter cannot be resolved following discussion the provisions of Clause Gen.16 of the New Zealand Harbour Boards Employees award shall apply.

13. **GENERAL WAGE ORDERS AND COST OF LIVING ORDERS:**

Rates of remuneration 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.

14. **TERM OF AGREEMENT:**

This Agreement shall be deemed to have come into force on Monday 4 August 1986 and shall continue in force to 31 December 1987 and thereafter until it is revoked.

DATED this 29th day of July 1986.

Signed for and on behalf of: TARANAKI HARBOURS BOARD:  
R. P. Snodgrass, GENERAL MANAGER

N.Z. HARBOURS INDUSTRIAL UNION OF WORKERS (TARANAKI  
BRANCH):

J. Fitzgibbon, PRESIDENT

**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.

(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.