

**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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**WELLINGTON HARBOUR BOARD  
ELECTRICIANS AOTEA QUAY  
SHIFTWORK — COLLECTIVE  
AGREEMENT (VOLUNTARY)**

**Dated 16/10/86**

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NOTE: See clause 6 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 Wellington Harbour Board Electricians Aotea Quay Shiftwork dispute of interest between the New Zealand (except Canterbury and Westland) Electrical, Electronics and Related Trades Industrial Union of Workers and the Wellington Harbour Board

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

Regulation 9 (4)

## 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 Wellington  
Harbour Board Electricians (1986) Dispute of  
Interest

BETWEEN the New Zealand (Except  
Canterbury/Westland) Electrical, Electronics  
and Related Trades Industrial Union of  
Workers

AND the Wellington Harbour Board

To the Registrar, Arbitration Court.

WELLINGTON.

We hereby submit to you a signed copy of the terms of voluntary agreement 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 Wellington this 3rd day of September 1986.

SIGNED FOR AND ON BEHALF OF:

Employer

C. N. Ransom,  
INDUSTRIAL OFFICER,  
WELLINGTON HARBOUR BOARD.

SIGNED FOR AND ON BEHALF OF:

Union

D. S. Chandler-Mills  
ASSISTANT BRANCH SECRETARY  
WELLINGTON BRANCH  
N.Z. (Except Canterbury/Westland)  
ELECTRICAL, ELECTRONICS AND  
RELATED TRADES INDUSTRIAL UNION OF  
WORKERS

## **WELLINGTON HARBOUR BOARD ELECTRICIANS**

### **AOTEA QUAY SHIFTWORK COVERAGE AGREEMENT**

This Agreement is made in pursuance of the Industrial Relations Act 1973, this 11th day of June 1986, between the New Zealand (Except Canterbury/Westland) Electrical, Electronics and Related Trades Industrial Union of Workers (hereinafter referred to as 'The Union') of the one part and the Wellington Harbour Board (hereinafter referred to as 'the Board') of the other part, whereby it is mutually agreed by and between the said parties hereto as follows:

That the terms, conditions, stipulations and provisions contained and set out in the Schedule hereto shall be binding upon the said parties and they should be deemed to be and are hereby incorporated in and declared to form part of this Agreement.

The said parties hereto shall respectively do, observe and perform every matter and thing by this Agreement and by the said terms, conditions, stipulations and provisions respectively required to be done, observed and performed and shall not do anything in contravention of this Agreement or of the said terms, conditions, stipulations and provisions, but shall in all respects abide by and perform the same.

## **SCHEDULE**

### **1. APPLICATION AND SCOPE:**

(a) This Agreement shall apply to all registered electricians employed by the Wellington Harbour Board only in respect of electrical maintenance work performed by such workers in relation to shiftwork, cargo-handling operations in and around the vicinity of berths Number 4 and 5 on Aotea Quay (as shaded on the map in the Appendix to this Agreement and including the corner of Shed 51 marked S/R).

(b) This Agreement cancels and replaces all current local agreements and work practices relating to terms and conditions of employment and rates of pay and allowances for the work set out in sub-clause (a) hereof.

(c) Except where otherwise provided herein, the rates, terms, and conditions provided in the current New Zealand Harbour Boards' Employees Award and the current New Zealand Harbour Boards' Container Terminal Employees Award shall apply.

2. **WORK TO BE PERFORMED:**

(a) Any electrical maintenance work which is required by the Board in relation to a cargo-handling operation being undertaken on a shiftwork basis at Berths 4 and 5 at Aotea Quay, on either first or second shift, shall be performed by electricians in the Board's employment who are rostered to work the appropriate shift in the Thorndon Container Terminal and, in recognition of the payment provided in Clause 3 hereof, such workers shall be available and willing, without restriction, to undertake the work specified.

(b) No electrical maintenance work which is required at Berths 4 and 5 at Aotea Quay both during and in relation to any shiftwork, cargo-handling operation shall be assigned to any worker except electricians rostered on shift in the Thorndon Container Terminal.

(c) On non-ship days at Berths 4 and 5, electricians rostered on shift in the Container Terminal may be required to perform electrical maintenance or testing work which relates to a shiftwork, cargo-handling operation which occurs at Berths 4 and 5 at Aotea Quay. Such work, on non-ship days may also be performed by Board electricians not rostered on shift in the Container Terminal.

(d) No electrician rostered on shift in the Thorndon Container Terminal shall perform any work at Berths 4 or 5 at Aotea Quay in relation to any non-shiftwork, cargo-handling operation occurring there.

3. **PAYMENTS:**

(a) The Board shall set up a "W.H.B. Electricians Fund" to be administered in consultation with the Union. The Fund shall be held in an interest-bearing account and shall accumulate payments as provided herein.

(b) In the first pay week in December 1986 and in the same week in each succeeding year, the total amount of the Fund, including interest, shall be withdrawn from the account and distributed in equal shares, as a bonus, to all Container Terminal shift electricians (including electrical supervisors) in the Board's employment. Should any electrician retire or resign from the Board's employment during the twelve month period between bonus payouts he shall be paid a proportional share of the fund as it stands at that time. Should any electrician be newly employed in the eligible group during the twelve month period between bonus payouts, he shall, at the time of the payout, be paid a share proportional to his period with the group.

(c) In full recognition of the unrestricted availability of electricians rostered to work in the Thorndon Container Terminal to work in terms of clause 2 hereof, the Board shall make a single payment of \$50.00 into the fund's account on each and every occasion that a vessel, which is subject to an agreement with Wellington Harbour Board employees to handle its cargo in a shiftwork arrangement, calls and works at Berths 4 or 5 at Aotea Quay under such an agreement.

4. **REVIEW:**

Should the requirement to perform work as provided in Clause 2 hereof increase to a level such as to operate to the serious detriment of maintenance operations in the Thorndon Container Terminal, then the provisions of this Agreement may be reviewed by the parties.

5. **DISPUTES:**

Should any dispute arise concerning the operation of any provision in this Agreement, the matter in dispute shall be discussed between the parties. If the

matter cannot be resolved by discussion, the provisions of Clause Gen. 16 of the New Zealand Harbour Boards' Employees Award shall apply.

6. **TERM OF AGREEMENT:**

This agreement shall be deemed to have come into force on the 28th day of May 1986 and shall continue in force until the 27th day of May 1987, and thereafter as provided for by Section 92 of the Industrial Relations Act 1973, as amended.

DATE AT WELLINGTON THIS 3rd DAY OF September 1986

Signed for and on behalf of the WELLINGTON HARBOUR BOARD  
C. N. RANSOM, Industrial Officer

Signed for and on behalf of the NEW ZEALAND (Except  
Canterbury/Westland) ELECTRICAL, ELECTRONICS AND  
RELATED TRADES INDUSTRIAL UNION OF WORKERS

D. S. CHANDLER-MILLS, Assistant Branch Secretary, Wellington  
Branch

**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.

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.

The parties' attention is drawn to the Court's policy of the non-inclusion of diagrams in the printed copy. However the plan as appended is included in the original agreement as registered and retained by the Court.

(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.