

LYTTELTON HARBOUR BOARD BERTHING MASTERS'—INDUSTRIAL
AGREEMENT

This Industrial Agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954 this 16th day of December 1968 between the New Zealand Merchant Service Guild Industrial Union of Workers (hereinafter referred to as "the Union") of the one part and the New Zealand Harbour Boards Industrial Union of Employers on behalf of the Lyttelton Harbour Board (hereinafter referred to as "the Employer") of the other part whereby it is mutually agreed by and between the said parties hereto as follows, that is to say -

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

2. 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 in all respects abide by and perform the same.

SCHEDULE

APPLICATION OF AGREEMENT

1. This agreement shall apply to the berthing master appointed by the Lyttelton Harbour Board.

HOURS AND GENERAL CONDITIONS

2. The responsibilities of the Berthing Master in relation to his duties in general, his hours of work, and other conditions shall remain as at present between the Berthing Master and the Lyttelton Harbour Board unless varied by mutual agreement between the guild and the employer's union.

SALARY PAYMENTS

3. (a) The following shall be the minimum salary payment for officers coming within the scope of this agreement -

Lyttelton	Per Annum
Berthing Master	\$3985

(b) The rate of remuneration prescribed in this agreement includes the effect of the Court's general order dated 5th August 1968.

ANNUAL HOLIDAYS

4. The Berthing Master shall after the completion of each year of service be entitled to 31 days' holiday on full pay. In addition an officer who has been on berthing duties, or in accordance with instructions has remained on call, or has been required to attend to shipping, shall have one additional day added to his annual leave for each statutory holiday so worked. Where a roster system is in operation and an officer is required to work on a rostered day off duty, he shall for each such day worked be given time off in lieu thereof at a time suitable to the employer.

SPECIAL HOLIDAYS FOR LONG SERVICE

5. The Berthing Master shall, after twenty years of employment, be entitled once only to a special holiday of two weeks, and after thirty years of employment be entitled once only to a special holiday of three weeks, and after thirty-five years of employment be entitled once only to a special holiday of four weeks. All such special holidays shall be on full pay and may be taken either in conjunction with the annual holiday or at such other time as may be agreed by employer and officer.

UNQUALIFIED PREFERENCE

6. (a) Any adult person engaged or employed in any position or employment subject to this Agreement by any employer bound by this Agreement shall, if he is not already a member of a union of workers bound by this Agreement, become a member of such union within seven days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to sub-clause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this Agreement so long as he continues in any position or employment subject to this Agreement.

(c) Every worker obliged under sub-clause (a) hereof to become a member of a union who fails to become a member, as required by that sub-clause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with sub-clause (b) hereof commits a breach of this Agreement.

(d) Every employer bound by this Agreement commits a breach of this Agreement if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by an officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purpose of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this Agreement.

(NOTE—Attention is drawn to section 174H of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.)

DISPUTES

7. The essence of this agreement being that the work of the employers shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is hereby provided that if any dispute or difference shall arise between the parties bound by this agreement, or any of them, as to any matter whatsoever arising out of or connected therewith and not dealt with in this agreement, every such dispute or difference shall be referred to a committee of two representatives of the guild and two representatives of the employers' union together with, if required by either party, an independent chairman to be mutually agreed upon, or in default of agreement, to be appointed by the Conciliation Commissioner for the District. Either side shall have the right to appeal to the Court against a decision of any such committee upon giving to the other side written notice of such appeal within 21 days after such decision has been made known to the party desirous of appealing.

MISCELLANEOUS

8. All existing privileges, allowances, arrangements regarding houses, telephones, uniforms, etc. and all other such domestic matters at present obtaining in the port shall be continued: Provided however that these matters may be varied by mutual agreement between the parties, and where the parties cannot agree the matter shall be dealt with under Clause 6 of this agreement.

MEALS

9. Where a Berthing Master is engaged on pier duty continuously through the following hours, viz. 7 a.m. to 9 a.m.; noon to 2 p.m.; and 5 p.m. to 7 p.m. without an opportunity of having a meal he shall be paid 67 cents meal money.

TERMINATION OF EMPLOYMENT

10. Subject to the conditions of any contract of service, the employment shall be a three-monthly one, and excepting for conduct justifying summary dismissal three months' notice of the termination of employment shall be given by either party.

SCOPE OF AGREEMENT

11. This agreement shall operate throughout the Canterbury Industrial District.

TERM OF AGREEMENT

12. This agreement, in so far as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the 1st day of December 1968 and so far as all other provisions of the agreement are concerned, it shall come into force on the day of the date hereof; and this agreement shall continue in force until the 30th day of November 1970.

In witness whereof the parties hereto have executed these presents on the day and year first above written.

Signed on behalf of The New Zealand
Merchant Service Guild Industrial
Union of Workers:-

J. W. DICKINSON
Secretary

Signed on behalf of The New Zealand
Harbour Boards Industrial Union of
Employers:-

R. E. DAWSON
Secretary

NOTE—Attention is drawn to the following sections of the Industrial Conciliation and Arbitration Act 1954.

1. Section 103 (5) provides that notwithstanding the expiry of the term of the industrial agreement, it shall continue in force until superseded by another industrial agreement or by an award of the Court, except where the registration of an industrial union of workers bound by the agreement has been cancelled.

2. Section 181 (1) provides that every employer bound by an industrial agreement shall at all times keep in the prescribed form, or in such other form as may be approved by an Inspector of Awards, a record in English called the wages and time book.

Any information that may be required as to the form of the wages and time book may be obtained from the nearest office of the Department of Labour.

3. Section 182 provides that every employer bound by an industrial agreement shall keep a register, in the prescribed form, and shall enter in or attach to the register the prescribed particulars relating to every accident which occurs to any worker and of which he has knowledge.

Where an employer keeps a wages and time book or a register of accidents in accordance with section 30 of the Shops and Offices Act 1955 or section 15 or section 17 of the Factories Act 1946, he shall not be required to keep a wages and time book or a register of accidents under this Act in respect of the same matters.

4. Section 183 (1) provides that every employer bound by an industrial agreement shall at all times keep a printed or typewritten copy of the industrial agreement where it can be seen or made available to the workers employed by him. In the case of any factory or shop a printed or typewritten copy of the industrial agreement shall be kept affixed in some conspicuous place at or near the entrance of the factory or shop in such a position as to be easily read by the workers employed therein.

It is an offence to make default in faithfully complying with the provisions of these sections of the Act.