

THE WHANGAREI HARBOUR BOARD TUG ENGINEERS—AGREEMENT UNDER
THE LABOUR DISPUTES INVESTIGATION ACT 1913

THIS industrial agreement made in pursuance of the Labour Disputes Investigation Act 1913, this 1st day of October 1963 between the New Zealand Institute of Marine and Power Engineers (Inc.) (hereinafter referred to as "the institute") of the one part and the Whangarei Harbour Board (hereinafter referred to as "the employer") of the other part, whereby it is mutually agreed by and between the parties hereto as follows:

1. That the terms and 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 shall in all respects abide by and perform the same.

SCHEDULE

Industry to Which Agreement Relates

1. This agreement shall apply to the engineers employed in tugs by the Whangarei Harbour Board.

Hours and General Conditions

2. The responsibilities of the tug engineers in relation to their duties in general, their hours of work and other conditions shall be as agreed between the Institute and the Board from time to time.

Salary Payments

3. The following shall be the minimum salary payment for tug engineers: per annum £1,750.

Annual Holidays

4. Tug engineers shall after the completion of each year of service be entitled to three weeks' holiday on full pay. In addition a tug engineer who works or remains on call, shall have one additional day added to his annual leave for each statutory holiday so worked.

In the event of a statutory holiday occurring during the period of the annual leave, such day or days shall be added to the annual holiday.

Special Provisions

5. When a tug is required to proceed to sea in cases of emergency the rates of pay for the tug engineers shall be agreed upon between the Board and the Institute on the tug's return to port. In the event of no agreement being promptly reached, the rates shall be determined under the procedure set forth in clause 6 of this agreement.

Interpretation

6. The essence of this agreement being that the work of the employer shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is 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 this agreement, or if any dispute or difference shall arise between the parties, or any of them, in connection with any matter relevant to but not dealt with in this agreement, every such dispute or difference (if not settled by mutual agreement between the particular employer and worker concerned) shall be referred to a committee composed of three representatives of the employers and three representatives of the workers for settlement.

If no settlement is arrived at, the dispute shall be referred to the arbitration of an umpire to be mutually agreed upon by the said representatives, and the decision of the umpire shall be final.

Termination of Employment

7. The services of a tug engineer shall be terminable by either the Board or the officer, by three months in writing; except that during the first 12 months' service the services of a tug engineer shall be terminable by one calendar month's notice in writing; provided always that the Board shall be entitled, for misconduct or any other good and sufficient reason, summarily to terminate the services of any tug engineer.

Preference

8. (a) Any adult person engaged or employed in any position or employment subject to this agreement, shall, if he is not already a member of the Institute become a member thereof within 14 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 the Institute 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 the Institute who fails to become a member, as required by that sub-clause after being requested to do so by any officer or authorised representative of the Institute, and every worker who fails to remain a member of the Institute in accordance with sub-clause (b) hereof commits a breach of this agreement and shall be liable accordingly pursuant to the Labour Disputes Investigation Act 1913.

(d) The employer commits a breach of this agreement if he continues to employ any worker to whom sub-clauses (a) and (b) apply after having been notified by an officer or authorised representative of the Institute that the worker having been requested to become a member of the Institute has failed to do so, or that the worker having become a member of the Institute has failed to remain a member.

Term of Agreement

9. This agreement shall come into force on the 1st day of October 1963 and shall continue in force until the 30th day of September 1964.

Signed on behalf of the New Zealand Institute of Marine and Power Engineers (Incorporated):

M. H. MURRAY, Vice President.
W. A. SCOTT, Secretary.

Signed on behalf of the Whangarei Harbour Board:

R. K. TRIMMER, Chairman.
J. A. LYALL, Secretary.

[This agreement, made under the Labour Disputes Investigation Act 1913, was filed with the Clerk of Awards at Wellington pursuant to section 8 (1) of the said Act, on the 28th day of October 1963.]