

NORTHLAND 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 May, 1969, between the New Zealand Institute of Marine and Power Engineers (Inc.) (hereinafter referred to as "the Institute") of the one part and The Northland 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 Northland 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.

In accordance with and in amplification of Clause 2 of the Agreement dated 1st February 1965, but not in substitution thereof, the following is agreed:

- (i) Shift work is limited to 22 weeks per year on the present 12 hour shift system. Tug Engineers will be employed on daywork for the remainder of the period.
- (ii) The model daily roster drawn up for the 12 month period commencing Monday, 2nd October 1967, is to be the basis of assignments.
- (iii) The number of "Call Outs" is fixed at twenty-six, and the interpretation and limitation of "Call Outs" is as undernoted:
 - (a) A "Call Out" is a four hour booking for duty beyond or outside normal hours of work.
 - (b) Notwithstanding (a) a period of duty extending to a maximum of six hours will rate as one "Call Out" when engaged on shipping movement only. Continuation of duty after any such initial six hour maximum period will be reckoned at four hours a "Call Out".
 - (c) A "Call Out" which is cancelled will be counted towards the total of twenty-six.
- (iv) A tug engineer employed for less than 22 weeks per year on shift work, will be required to perform duties commensurate with those undertaken by other tug engineers.

SALARY PAYMENTS

3. The following shall be the minimum salary payment for Tug Engineers:
Per annum - \$4665-00

ANNUAL HOLIDAYS

4. Tug Engineers shall after the completion of each year of service be entitled to 21 consecutive days of holiday on full pay. At the end of the tenth year of continuous service and of each subsequent year of continuous employment a Tug Engineer shall be entitled in lieu of the foregoing to 28 days consecutive holidays on full pay.

In addition, where a statutory holiday falls on a day when a Tug Engineer is on shift duty, irrespective of whether he is rostered on duty or on time off, an extra day shall be added to his annual leave in lieu thereof. Engineers on day work who work or remain on call during a statutory holiday shall have one day added to their annual holiday.

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, on 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 twelve 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 fourteen 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 any 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 August, 1968, and shall continue in force until the 31st July, 1970, but nevertheless shall continue in full force and effect thereafter until superseded by a new agreement or until the expiry date of one month's notice in writing given by either party to terminate the agreement.

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

J. O'Reilly, President.

H. V. Lester, Secretary.

Signed on behalf of The Northland Harbour Board

R. V. Trimmer, Chairman.

J. S. Churchton, Secretary.

(This agreement, made under the Labour Disputes Investigation Act 1913, was filed with the Clerk of Awards at Auckland pursuant to section 8 (1) of the said Act, on the 1st day of May 1969)