

NORTHLAND HARBOUR BOARD TUG MASTERS—INDUSTRIAL AGREEMENT

This Industrial Agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1954 dated the twentyfifth day of March, 1971 between the New Zealand Merchant Service Guild Industrial Union of Workers (Hereinafter referred to as "The Guild") of the one part and the Northland 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 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 should 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.

HOURS AND GENERAL CONDITIONS

1. The responsibilities of the Tugmasters in relation to their duties in general, their hours of work and other conditions shall be as agreed between the Guild and the Board from time to time.

SALARY

2. The following shall be the salary payment for tugmasters:

- (a) On and after 1st August, 1970 \$6,750 per annum.
- (b) On and after 23rd November, 1970 \$6,952.50 per annum.

ANNUAL HOLIDAYS

3. Tugmasters shall after the completion of each year of service be entitled to 21 consecutive days on full pay. At the end of the fifth year of continuous service with the Board and of each subsequent year of continuous employment a Tugmaster 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 Tugmaster 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.

A Tugmaster on day work who works or remains on call on a statutory holiday, shall have one additional day added to his annual leave for each statutory holiday he is so employed.

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

SPECIAL PROVISIONS

4. When a tug is required to proceed to sea in cases of emergency, the rates of pay for the Master and Officers shall be agreed upon between the Board and the Guild 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 5 of the Agreement.

DISPUTES

5. The essence of this Agreement being that the work of the Board 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 Board and two representatives of the Guild 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 the other side written notice of such appeal within 21 days after such decision has been made known to the party desirous of appealing.

TERMINATION OF EMPLOYMENT

6. The services of a tugmaster shall be terminable by either the Board or the officer, by three months notice in writing; except that during the first twelve months' service the services of a tugmaster 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 tugmaster.

UNQUALIFIED PREFERENCE

7. (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 Union of Workers bound by this Agreement, become a member of such Union within fourteen days after his engagement, or after this clause comes into force; as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of the Union of Workers bound by this Agreement so long as he continued in any position or employment subject to this Agreement.

(c) Every worker obliged under subclause (a) hereof, to become a member of the Union who fails to become a member, as required by the subclause, 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 the Union in accordance with subclause (b) hereof commits a breach of this Agreement.

(d) The employer bound by this Agreement commits a breach of this Agreement if he continues to employ any workers to whom subclauses (a) and (b) apply, after having been notified by any 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 the clause "adult person" means a person of the age of eighteen 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 but does not include a person who holds a current certificate of exemption from Union membership issued under the Industrial Conciliation and Arbitration Act, 1954. (NOTE—Attention is drawn to Section 174 (h) of the Industrial Conciliation and Arbitration Act, 1954, which gives to workers the right to join the Union.)

TERM OF AGREEMENT

8. This Agreement except as provided for in Clause 2 (a) and (b) hereof shall be deemed to have come into force on the 1st day of August, 1970 and shall continue in force until the 31st day of July, 1971.

In witness whereof the parties hereto have hereunder set their hands the day and year first before written.

For the New Zealand Merchant Service Guild Industrial Union of Workers:

A. Dodds, President.

J. W. Dickinson, Secretary.

For the Northland Harbour Board:

R. K. Trimmer, Chairman.

J. R. Crispin, Secretary.