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**Southland Harbour Board Tug  
Masters—Collective Agreement  
(Voluntary)**

**Dated 25/11/81**

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NOTE: See clause 7 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 Southland Harbour Board Tug Masters' dispute of interest between New Zealand Merchant Service Guild Industrial Union of Workers and the Southland 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 25th day of November 1981.

(L.S.)

N. P. Williamson, Judge.

## 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 Southland Harbour Board Tug Masters' dispute of interest between the New Zealand Merchant Service Guild Industrial Union of Workers and the Southland Harbour Board.

To the Registrar of the Arbitration Court:

We hereby submit to you a signed copy of the terms of a voluntary settlement of the above-mentioned 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 20th day of October 1981.

Signature of Parties—

Signed for and on behalf of the New Zealand Merchant Service Guild:  
J. McLeod.

Signed for and on behalf of the New Zealand Harbour Board Industrial Union of Employers:

J. Murray.

This is a Voluntary Agreement under Section 65 of the Industrial Relations Act 1973, on the revised conditions of work for the Southland Harbour Board Tug Masters coming under the control of the Harbourmaster at the Port of Bluff.

**Parties to this Agreement:**

Tug Masters—N.Z. Merchant Service Guild.  
 Southland Harbour Board—N.Z. Harbour Boards Industrial Union of Employers.

**SHORT TITLE—TUG MASTER'S SALARY AGREEMENT****APPLICATION OF AGREEMENT**

1. This agreement shall apply to the positions of Tug Masters appointed by the Southland Harbour Board.

**HOURS AND GENERAL CONDITIONS**

2. (a) The responsibilities of the Tug Masters in relation to their duties in general shall remain as at present between the Tug Masters and the Southland Harbour Board unless varied by mutual agreement between the Guild and the Employers Union. The salaries specified in this agreement includes an overtime component in acknowledgement that the majority of callouts are performed outside normal working hours of 8.00 a.m. to 5.00 p.m. Monday to Friday inclusive. It is further acknowledged that this is an all inclusive salary and includes a component for all allowances and provisions presently covered under the Tug and Dredge Officers Award except for a travelling allowance payment.

(b) Number of Tug Masters—The Southland Harbour Board will employ:

(i) Not less than three Tug Masters for the operating of tugs "Monowai" and "Hauoko".

(ii) Where because of the termination of employment of a Tug Master, the number employed is less than three, the employer shall take all practical steps to fill the vacancy.

(c) Where in the event of altered working conditions brought about by National Agreements or changes to working or cargo handling patterns in the Port or a serious downturn in shipping, the parties to this agreement agree to review the conditions.

**SALARY PAYMENTS**

3. The salary payable for the position shall be as follows:

1st year	...	...	... 22,831 per annum
2nd year	...	...	... 23,831 per annum
3rd year and after	...	...	... 24,831 per annum

**ANNUAL HOLIDAYS**

4. Tug Masters shall after the completion of each year of service be entitled to 31 days holiday on full pay, provided that after three years current continuous service with the same Board 38 days holiday shall be given on full pay. In addition a Master who has been engaged on Tug duties, or has been required to attend to shipping, shall have an additional day added to his annual leave for each statutory holiday so worked.

**ROSTER SYSTEM**

5. In recognition of the fact that the roster system for regular time off is in operation, then a Master required to work on a rostered day off duty shall not be entitled to time off in lieu thereof.

## SCOPE OF AGREEMENT

6. (a) This agreement shall operate at the Port of Bluff.

(b) Any circumstances which may arise and is not covered by this agreement, the provision of the Tug and Dredge Officers Award shall apply.

(c) Where any conflict arises between the terms of this agreement and the Award then this agreement shall take precedence.

## TERM OF AGREEMENT

7. 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 22nd day of March 1981, 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 21st day of March 1982.

## Local Signatures—

For and on behalf of the Southland Harbour Board:

N. C. Cantrick, General Manager.

Tug Masters:

J. Groot.

J. Simpson.

M. Gates.

## National Signatures—

For and on behalf of the New Zealand Merchant Service Guild:

J. McLeod, Assistant Secretary.

For and on behalf of the New Zealand Harbour Board Industrial Union of Employers:

J. Murray, Secretary.

## 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 1973.

Having regard to prevailing circumstances 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 rates of remuneration determined by this collective agreement shall be increased to the extent and in the manner prescribed by the general order of the Arbitration Court made under the Economic Stabilisation (Cost-of-Living Increase) Regulations 1980.

(Explanatory Note—The general order increased rates of remuneration determined by awards and collective agreements by 5% with effect on and from the 11th June 1981. For the purposes of the general order, the term "remuneration" means salary or wages and all other payments of any kind whatsoever prescribed in awards and collective agreements.)

(L.S.)

N. P. Williamson, Judge.