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**SOUTHLAND HARBOUR BOARD  
TUG MASTERS—COLLECTIVE  
AGREEMENT (VOLUNTARY)**

Dated 22/10/82

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NOTE: See clause 8 herein for the date on which rates of wages come into force.

10884

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 the New Zealand Merchant Service Guild Industrial Union of Workers AND the New Zealand Harbour Boards Industrial Union of Workers.

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 22nd day of October 1982.

(L.S.)

D. S. Castle, 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 Tugmasters' 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 abovementioned 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 12th day of October 1982.

Signature of Parties:

Signed for and on behalf of the New Zealand Merchant Service Guild Industrial Union of Workers:

J. R. McLeod, Union Assistant Secretary.

Signed for and on behalf of the New Zealand Harbour Boards Industrial Union of Employers.

J. Murray, Union Secretary.

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 Tugmasters coming under the control of the Harbourmaster at the Port of Bluff.

Parties to the Agreement:  
 Tugmasters—New Zealand Merchant Service Guild  
 Southland Harbour Board—New Zealand Harbour Boards Industrial Union of  
 Employers.

## SHORT TITLE—TUGMASTERS' SALARY AGREEMENT

### APPLICATION OF AGREEMENT

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

### HOURS AND GENERAL CONDITIONS

2. (a) The responsibilities of the Tugmasters' in relation to their duties in general shall remain as at present between the Tugmasters 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 call-outs are performed outside normal working hours of 8 a.m. to 5 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 Tugmasters—The Southland Harbour Board will employ:

(i) Not less than three Tugmasters for the operating of tugs "Monowai" and "Hauroko".

(ii) Where, because of the termination of employment of a Tugmaster, 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 . . . . .	\$26,490 per annum
2nd year . . . . .	\$27,650 per annum
3rd year and after . . . . .	\$28,811 per annum

### ANNUAL HOLIDAYS

4. Tugmasters 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 circumstance 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.

EXCLUSION OF ECONOMIC STABILISATION (COST OF LIVING INCREASE)  
REGULATIONS 1980

7. The rates of remuneration determined by this collective agreement are NOT to be increased by the application of the provisions of the General Order of the Arbitration Court made under the Economic Stabilisation (Cost of Living Increase) Regulations 1980.

TERM OF AGREEMENT

8. This agreement insofar 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 1982, 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 1983.

Signed for and on behalf of the New Zealand Merchant Service Guild Industrial Union of Workers:

J. R. McLeod, Union Assistant Secretary.

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

J. Murray, Union Secretary.

Dated 12 October 1982.

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 Court has registered the instrument after being satisfied that a complete settlement was arrived at by the parties before the commencement of the Wage Freeze Regulations 1982.

(L.S.)

D. S. Castle, Judge.

Published and Issued by the Arbitration Court of New Zealand

SOUTHLAND HARBOUR BOARD TUG MASTERS: - ERRATUM

DATED: 27/6/84

Re: Southland Harbour Board Tug Masters - Collective Agreement  
(Voluntary)

Dated: 22/10/82

FORM 6

Delete the word "Workers" which appears after the title "New Zealand Harbour Boards Industrial Union of" and insert the word "Employers".