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# SOUTHLAND HARBOUR BOARD TUG ENGINEERS' SALARY AGREEMENT — VOLUNTARY AGREEMENT

Dated 22/10/82

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

Published and issued by the Arbitration Court of New Zealand

#### 10944

#### 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 Engineers' dispute of interest between the New Zealand Institute of Marine and Power Engineers (Inc.) 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 141 of the Industrial Relations Act 1973 for registration by the Arbitration Court as a voluntary agreement.

Dated at Wellington this 12th day of October 1982.

Signature of Parties:

Signed for and on behalf of the New Zealand Institute of Marine and Power Engineers (Inc.): D. Munro.

Signed for and on behalf of the New Zealand Harbour Boards Industrial Union of Employees: J. Murray.

This is a Voluntary Agreement under Section 141 of the Industrial Relations Act 1973, on the revised conditions of work of the Southland Harbour Board Tug Engineers' coming under the control of the Harbourmaster at the Port of Bluff. Parties to this Agreement:

Tug Engineers – New Zealand Institute of Marine and Power Engineers (Inc.) Southland Harbour Board – New Zealand Harbour Boards' Industrial Union of Employers

# SHORT TITLE – TUG ENGINEERS' SALARY AGREEMENT

## APPLICATION OF AGREEMENT

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

#### HOURS AND GENERAL CONDITIONS

2. (a) The responsibilities of the Tug Engineers' in relation to their duties in general shall remain as at present between the Tug Engineers' and the Southland Harbour Board unless varied by mutual agreement between the Institute and the Employers' Union. The salaries specified in this agreement include 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 Engineers Award except for a travelling allowance payment.

(b) Number of Tug Engineers - The Southland Harbour Board will employ:
(i) Not less than three Tug Engineers for the operating of tugs "Monowai" and "Hauroko".

(ii) Where, because of the termination of employment of a Tug Engineer, 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 down-turn in shipping, the parties to this agreement agree to review the conditions.

## 10945

# SALARY PAYMENTS

3. The salary payable for the position shall be:	
1st year	\$25,164 per annum
2nd year	\$26,266 per annum
3rd year and after	. \$27,369 per annum

## ANNUAL HOLIDAYS

4. Tug Engineers 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, an Engineer 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 an Engineer 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 Engineers' Voluntary Agreement shall apply.
(c) Where any conflict arises between the terms of this Agreement and the National Voluntary Agreement, then this agreement shall take precedence.

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

7. The rates of remuneration determined by this voluntary 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 1st 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 28th day of February 1983.

Signed for and on behalf of the New Zealand Institute of Marine and Power Engineers' (Inc.): D. J. Munro.

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

#### MEMORANDUM

This voluntary agreement has been filed with the Registrar in accordance with section 141 of the Industrial Relations Act 1973.

The Registrar has filed the agreement after being satisfied that a complete settlement was arrived at by the parties before the commencement of the Wage Freeze Regulations 1982.

Dated at Wellington, this 22nd day of October 1982.

(L.S.)

J. H. Hall, Registrar.

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