

**Please post in a conspicuous place accessible to workers**

“The attention of all persons affected by this document is drawn to the transitional provisions concerning union membership set forth in section 17 Industrial Relations Amendment Act 1985.”

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**BAY OF PLENTY HARBOUR BOARD  
TUGMASTERS—COLLECTIVE  
AGREEMENT (VOLUNTARY)**

Dated 14/11/85

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NOTE: See clause 9 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 Bay of Plenty Harbour Board Tugmasters Dispute of Interest

between the New Zealand Merchant Service Guild Industrial Union of Workers and the Bay of Plenty 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 14th day of November 1985.

[L.S.]

J. R. P. HORN  
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 Bay of Plenty Harbour Board Tugmasters' dispute of interest between the New Zealand Merchant Service Guild Industrial Union of Workers and the Bay of Plenty 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 30th day of August 1985.

## SIGNATURE OF PARTIES:

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

J. R. McLEOD, Assistant Secretary.

Signed for and on behalf of the Bay of Plenty Harbour Board.

R. C. COLLINS, Industrial Officer.

## 1. APPLICATION OF AGREEMENT

This agreement shall apply to the positions of Tug Masters appointed by the Bay of Plenty Harbour Board.

## 2. HOURS AND GENERAL CONDITIONS

2.1 A roster system will operate on a three week cycle, i.e.—

Week One—Monday and Tuesday time off, rest of week worked.

Week Two—Wednesday and Thursday time off, rest of week worked.

Week Three—Friday, Saturday and Sunday time off, rest of week worked.

2.2 In essence, this roster system provides one week off and two weeks worked in every three week cycle. For the purposes of this roster, one week is deemed to be seven consecutive days, i.e. Monday through Sunday.

2.3 The ordinary hours of work Monday to Friday when the Tug Master is rostered on shall be 8.00 a.m. to 5.00 p.m. with a meal break 12 noon to 1.00 p.m.

2.4 Where a Tug Master is required to work on a rostered day off he shall be given a day off in lieu at a mutually agreed date.

2.5 Orders for shipping movements will be given as under present practice in Port, i.e.—

2.5.1 Weekday orders, confirmed orders shall be given by 4.30 p.m. for period 5.00 p.m. to 8.00 a.m. following day.

2.5.2 Weekend orders, confirmed orders shall be given by 4.30 p.m. Friday or 4.30 p.m. on the last normal working day before the weekend.

2.5.3 Public and Statutory Holidays, where the holiday follows directly on from a weekend, the orders are to be included in the weekend orders. In other cases given by 4.30 p.m. on the preceding day.

## 3. SALARY PAYMENTS

A salary of \$42,000 per annum shall be paid to Tug Masters, provided that Tug Masters with less than 3 years experience on tugs will receive the salary specified above reduced by 1/52.

## 4. ALLOWANCES

4.1 The following allowances shall be paid in accordance with the provisions of the current New Zealand (Except Marlborough and Westland) Harbour Boards' Tug and Dredge Officers' Award.

4.1.1 Meal money and surcharge as specified in Clause 4 (f) of the Award.

4.1.2 Supervision of maintenance payment, as specified in Clause 3 (c) of the Award.

4.1.3 All weather payment as specified in Clause 15 (e) of the Award.

## 5. HOLIDAYS

5.1 Tug Masters shall be entitled to thirty days annual holidays, which shall be taken as two periods of three consecutive whole weeks. Holiday pay shall be calculated in accordance with present practice.

5.2 Tug Masters shall be entitled to special holidays for long service in accordance with Clause 8 of the Tug and Dredge Officers' Award.

5.3 Tug Masters shall be entitled to twelve days leave which will be taken at mutually acceptable dates in lieu of statutory holidays.

## 6. MISCELLANEOUS

6.1 Tug Masters, having worked all day and having continued to work until midnight or after, or having worked not less than six hours between 6.00 p.m. and 8.00 a.m., or having worked more than one separate work period between 6 p.m. and 8.00 a.m., the last of which finished after midnight, shall where the operational requirements of the Port allow, be given eight consecutive hours off.

6.2 Tug Masters shall, where the operational requirements of the Port allow, not be called upon to work more than five consecutive hours without having a break of at least 30 minutes for a meal.

6.3 The parties to this Agreement agree that Tug Masters and Tug Engineers shall, with due service, receive the same salary taking into account the half hour warm up period for Tug Engineers as provided in Clause 4 (c) of the Tug and Dredge Engineers' Voluntary Agreement.

6.4 In recognition of the receipt of one extra week's leave, the salary has been reduced accordingly.

## 7. SCOPE OF AGREEMENT

7.1 This Agreement shall operate at the Port of Tauranga.

7.2 Any circumstance which may arise and is not covered by this Agreement, the provision of the Tug and Dredge Officers' Award shall apply.

7.3 Where any conflict arises between the terms of this Agreement and the Tug and Dredge Officers' Award, then this Agreement shall take precedence.

## 8. EXCLUSION OF ECONOMIC STABILISATION (COST OF LIVING INCREASE) REGULATIONS 1984

The rates of remuneration determined by this collective agreement are NOT to be increased by the application of the provisions of Economic Stabilisation (Cost of Living Increase) Regulations 1984.

## 9. TERM OF AGREEMENT

This agreement shall be deemed to have come into force on the 1st July 1985 and shall continue in force until the 31st December 1985.

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

J. R. McLEOD, Assistant Secretary.

Signed for and on behalf of the Bay of Plenty Harbour Board.

R. C. COLLINS, Industrial Officer.

## 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.

The parties' settlement for a shortened term has the Court's consent pursuant to section 92(2) of the Industrial Relations Act 1973 and Regulation 6(3) of the Wage Adjustment Regulations 1974.

[L.S.]

J. R. P. HORN  
JUDGE

NOTE: This is a new agreement citing the parties hereto. The registration number has not been previously allocated.