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“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.”

BAY OF PLENTY HARBOUR BOARD TUGMASTERS – COLLECTIVE AGREEMENT (VOLUNTARY)

Dated 11/9/86

NOTE: See clause 8 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 11th day of September 1986.

(L.S.)

D. D. FINNIGAN
JUDGE

Under the Industrial Relations Act 1973

SUBMISSION OF VOLUNTARY AGREEMENT 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 voluntary agreement 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 (voluntary) agreement.

DATED AT WELLINGTON this 21st day of July 1986.

Signature of Parties:

J. R. McLeod, for the New Zealand Merchant Service Guild.

D. R. Campbell, for and on behalf of the NZ Harbour Boards Industrial Union of Employers and Authorised Agent for the Bay of Plenty Harbour Board.

TUG MASTERS' SALARY AGREEMENT

1. **APPLICATION OF AGREEMENT**

This Agreement shall apply to the positions of Tug Master appointed by the Bay of Plenty Harbour Board.

2. HOURS AND GENERAL CONDITIONS

2.1 A roster 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 purpose 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 a 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 \$49,000 per annum shall be paid to Tug Masters.

4. ALLOWANCE

4.1 The following allowances shall be paid in accordance with the provisions of the current New Zealand (Except Marlborough and Westland) Harbour Board's 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 twenty five days annual holidays (i.e. 5 weeks) provided that after 3 years continuous service with any Harbour Board a Tug Master shall be entitled to thirty days annual holidays (i.e. 6 weeks).

Annual holidays shall be taken as 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 6.00 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

6.2.1 When an Officer has worked two calls between 6.00 p.m. and 8.00 a.m. the second of which finishes after midnight on the evening preceding his first rostered day off, he shall be given time off on his first day of return to work subject to being available for shipping movements after 4.30 p.m.

6.2.2 If an Officer works between midnight and 7.00 a.m. on the night preceding his first rostered day off he shall be given time off on his first day of return to work, subject to being available for shipping movements, after 1.00 p.m., otherwise reporting for duty as per subclause 6.2.1.

Time off shall be granted subject to a Relief being available provided that if no Relief is available a day off will be granted in lieu, to be taken at a mutually agreed date.

Confirmation of a Relief being available must be ascertained by the person requiring the Relief at 0800 hours on the day in question.

6.3 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.

6.4 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.

7. SCOPE OF AGREEMENT

7.1 This agreement shall operate at the Port of Tauranga.

7.2 In the event of any circumstances arising which are not covered by this agreement, the provisions 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. TERM OF AGREEMENT

This agreement, insofar as the provisions relating to the rates of salary are concerned, shall be deemed to have come into force on the first day of the pay week commencing after 1st day of January 1986 and so far as other provisions are concerned, it shall come into force on day of the date hereof; and this agreement shall continue in force until 31 December 1986.

Signed for and on behalf of

THE NZ MERCHANT SERVICE GUILD INDUSTRIAL UNION OF WORKERS

J. R. McLeod, Assistant General Secretary.

Signed for and on behalf of

THE BAY OF PLENTY HARBOUR BOARD

D. R. Campbell, Industrial Officer, Authorised Agent for the Bay of Plenty Harbour Board.

DATED this 21st day of July 1986.

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 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 expresses no concluded view on the validity of clause 6.4 as it relates to payment of salary.

(L.S.)

D. D. FINNIGAN
JUDGE