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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.”

**TARANAKI HARBOURS BOARD
LAUNCHMASTER AND ASSISTANT
LAUNCHMASTERS OPERATIONS AND
REMUNERATION – COLLECTIVE
AGREEMENT (VOLUNTARY)**

Dated 7/3/86

NOTE: See clause 5.4 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 Taranaki Harbours Board Launchmaster and Assistant Launchmasters Operations and Remuneration Dispute of Interest between the Taranaki Harbours Board and the New Zealand Harbours 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 7th day of March 1986.

(L.S.)

N. P. WILLIAMSON,
JUDGE.

Section 65

Regulation 9 (4)

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 Taranaki Harbours Board Launchmaster and Assistant Launchmasters Operations and Remuneration Dispute of Interest

BETWEEN the Taranaki Harbours Board AND the New Zealand Harbours Industrial Union of Workers.

To the Registrar, Arbitration Court, Wellington.

We hereby submit to you a signed copy of the terms of 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 New Plymouth this sixteenth day of December, 1985

Signed for and on behalf of:

Employer — Taranaki Harbour Board.

R. P. Snodgrass, General Manager.

Signed for and on behalf of:

Union — New Zealand Harbours Industrial Union of Workers.

B. H. Brooks, Asst. National Secretary.

**THE TARANAKI HARBOURS BOARD LAUNCHMASTER AND
ASSISTANT LAUNCHMASTERS OPERATIONS AND
REMUNERATION AGREEMENT**

INTRODUCTION AND PURPOSE OF AGREEMENT

This agreement recognises the interests of the Board and of its employees as being the uninterrupted and continuing service to shipping.

1. APPLICATION OF AGREEMENTS

This agreement shall apply to the positions of Launchmaster and Assistant Launchmasters all employed by the Taranaki Harbours Board under the authority and direction of the Harbour Master or his authorised Deputy and to those craft, other than the Board's tugs which are normally manned by the Launchmaster and Assistant Launchmasters and which shall within this agreement be referred to as "DEFINED CRAFT".

This agreement shall apply to all operations and requirements of the "DEFINED CRAFT" within the Extended River Limits of Port Taranaki.

2. HOURS OF WORK AND OPERATIONS

(a) The employment of the Launchmaster and Assistant Launchmasters will be on the basis of a 24 hour day, 52 weeks each year full time uninterrupted service to shipping and associated requirements.

(b) The Board's Launchmaster and Assistant Launchmasters numbering 3 employees shall, for the purpose of meeting the requirements set out in 2(a) above, operate a 3 week rotating cycle during which cycle each employee will work 2 weeks on duty followed by one week off duty.

(c) The three week cycle shall operate as follows:-

- (1) The Duty Launchmaster shall be in attendance on duty at Port Taranaki for shipping and other duties at the port between the hours of 0800 and 1700 daily and on call for all shipping duties between the hours of 1700 and 0800 daily.
- (2) The Duty Assistant Launchmaster shall be on call and available to assist the Duty Launchmaster for all shipping and harbour sounding duties between the hours of 0800 and 1700 and for shipping duties between the hours of 1700 and 0800 daily.
- (3) The off-Duty Assistant Launchmaster will be required to advise the Harbour Master if he intends to be absent from New Plymouth for more than one day during his off-duty period.
- (4) Duty cycles will commence at 0800 each and every Monday.
- (5) The off-Duty Assistant Launchmaster may be called upon at any time in the event of an emergency.
- (6) In the event of the off-Duty Launchmaster or off-Duty Assistant Launchmaster being called back for an emergency then for each day or part thereof of the emergency attendance a day shall be allowed as a special compensatory day off-work entitlement. The special day off-work entitlement shall be taken at the discretion of the Harbour Master but shall be taken as soon as practical after the special day off-work entitlement is accrued.
- (7) The Duty Launchmaster will not be required to be in attendance at the port on weekends or public holidays except for shipping duties or other special requirements.

3. DUTIES AND RESPONSIBILITIES

(a) Launchmaster

The Duties and Responsibilities of the Launchmaster shall be:-

- (1) To operate the DEFINED CRAFT which are attached to the Harbour Master's Department for pilotage, soundings, towage or any other function for which the DEFINED CRAFT may be used.
- (2) To maintain the DEFINED CRAFT so that they are at all times operational.
- (3) To ensure that the DEFINED CRAFT are kept in a clean and seaworthy condition.
- (4) To maintain a daily log of the use of the DEFINED CRAFT and record therein maintenance and other work carried out. The log record shall be kept in the diaries provided by the Board. These diaries shall remain the property of the Board and shall at all times be accessible to the Harbour Master. Completed diaries shall be stored in the Harbour Master's office.
- (5) To provide promptly, written reports to the Harbour Master of any damage caused to or by the DEFINED CRAFT or of any untoward incident in which any of the DEFINED CRAFT is involved.
- (6) To continue to provide docketts recording the use of the DEFINED CRAFT for pilotage, towage or harbour soundings as at present.
- (7) To prepare and maintain full and accurate records of all permanent stores on board the DEFINED CRAFT, or in any special store ashore.
- (8) To prepare and maintain full and accurate records of all consumable stores ordered and used for the purpose of maintenance of the DEFINED CRAFT.
- (9) To maintain accurate records of all "time limited" safety and emergency equipment and to ensure that such items are replaced as and when necessary.
- (10) To supervise or undertake, where appropriate, work aboard the DEFINED CRAFT during surveys.
- (11) To ensure that reliefs are trained in the use and handling of the DEFINED CRAFT.
- (12) To attend such other duties as the Harbour Master or his Deputy may require.

(b) Assistant Launchmaster

The Duties and Responsibilities of the Assistant Launchmaster shall be:-

- (1) To assist the Launchmaster during all uses of the Launchmaster during all uses of the DEFINED CRAFT, including surveys of the DEFINED CRAFT, during the period of duty.
- (2) To act as Duty Launchmaster during the period of duty requiring daily attendance at the port, and during that period to assume the duties and responsibilities listed in clause 3(a) (1 to 12).

4. WAGES, PAYMENT AND OTHER PROVISIONS

- (1) The weekly wage paid by the Taranaki Harbours Board is made on the basis of the request of the Launchmaster and Assistant Launchmaster for adequate and assured time off.
- (2) The wage paid will be on a 7-day 24-hour per day work period basis.
- (3) Under this agreement the weekly wage paid replaces the wages payable under the terms and provisions of the N.Z. Harbour Board Employees Award and also the conditions of work contained therein.

(4) The weekly wage will be:-

Launchmaster	\$564.10
Assistant Launchmaster	\$528.85

- (5) During any period where an Assistant Launchmaster is required to fill the position of Launchmaster the Assistant Launchmaster shall receive the pay applicable to the position of Launchmaster for the period that the Launchmaster is absent.
- (6) The weekly wage will be subject to any General Wage Order or Cost of Living allowance and shall also be subject to any percentage wage movement negotiated under the New Zealand Harbour Boards Employees Award.
- (7) Under this Agreement meal and transport reimbursing allowances payable under the terms and provisions of the New Zealand Harbour Boards Employees Award shall continue to be paid where applicable.
- (8) Launchmaster and Assistant Launchmaster, including any relief attached to the defined craft on a temporary basis, shall not be permitted to take leave without pay. Where a Launchmaster or Assistant Launchmaster or a relief requires special time off, application shall be made to the Harbour Master or his Deputy, whose decision shall be final.
- (9) When because of sickness, annual leave or other reason the Day Duty Launchmaster is absent the Duty Assistant Launchmaster shall fill the position of Day Duty Launchmaster and shall assume the duties and responsibilities listed in clause 3a (1 to 12) during the absence and shall receive the pay applicable to the Day Duty Launchmaster's position for the period of the absence.
- (10) Reliefs will be drawn from the Deck Hand Relief pool.
- (11) Annual leave for the Launchmaster and Assistant Launchmasters shall be on the basis of 31 running days leave each year provided that after three years continuous service 38 running days leave each year shall be given.
- (12) A Launchmaster or Assistant Launchmaster who has been on duty and remained on call or who has been required to attend to shipping or other related duties, during one of the days defined as "Holidays" in the N.Z. Harbour Board Employees Award, shall have one additional day added to his annual leave for each such day worked.

5.

SCOPE OF AGREEMENT

- (1) This Agreement shall operate at the port of Port Taranaki.
- (2) In the event of any circumstances which may arise which is not covered by this Agreement the provisions of the Harbour Boards Employees Award shall apply.
- (3) Where any conflict arises between the terms of this Agreement and the Award then this Agreement shall take precedence.
- (4) "This Agreement, in so far as the provisions relating to the rates of wages are concerned, shall be deemed to have come into force on the 18th day of November, 1985, and so far as all other provisions are concerned, it shall come into force on the day of the date hereof; and this agreement shall continue in force until the 31st day of December, 1986."

Dated at New Plymouth, this 18th day of November 1985.

Signed for and on behalf of the Taranaki Harbours Board.

R. P. Snodgrass, General Manager.

Signed for and on behalf of the New Zealand Harbours Industrial Union of Workers.

J. Fitzgibbon, President

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.

(L.S.)

N. P. WILLIAMSON,
JUDGE.

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