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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.”

NORTHLAND HARBOUR BOARD TUGMASTERS — COLLECTIVE AGREEMENT (VOLUNTARY)

Dated 22/8/86

NOTE: See clause 13 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 Northland Harbour Board Tugmasters Dispute of Interest

between the New Zealand Merchant Service Guild Industrial Union of Workers and the Northland 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 22nd day of August 1986.

(L.S.)

J. R. P. HORN
JUDGE

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 Northland Harbour Board Tugmasters' dispute of interest between the New Zealand Merchant Service Guild Industrial Union of Workers and the Northland 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 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 (voluntary) agreement.

DATED at WHANGAREI this 1st day of APRIL 1986.

SIGNATURES 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 Northland Harbour Board.

TERMS OF SETTLEMENT
NORTHLAND HARBOUR BOARD
TUGMASTERS VOLUNTARY SETTLEMENT

This Collective Agreement made in pursuance of the Industrial Relations Act 1973 dated the first day of April 1986 between the New Zealand Merchant Service Guild Industrial Union of Workers (hereinafter referred to as "the Guild") of the one part and the Northland Harbour Board (hereinafter

referred to as “the Board”) of the other part, whereby it is mutually agreed by and between the said parties hereto as follows, that is to say:

That the terms, conditions, stipulations and provisions contained and set out in the Schedule hereto shall be binding upon the said parties and they should be deemed to be and are hereby incorporated in and declared to form part of this Agreement.

The said parties hereto shall respectively do, observe and perform every matter and thing by this Agreement and by the said terms, conditions, stipulations and provisions respectively required to be done, observed and performed, and shall not do anything in contravention of this Agreement or of the said terms, conditions, stipulations and provisions, but shall in all respects abide by and perform the same.

1. HOURS AND GENERAL CONDITIONS

The responsibilities of the Tugmasters in relation to their duties in general, their hours of work and other conditions shall be as agreed between the Guild and the Board from time to time.

2.

(a) It is agreed that there shall be nine tugmasters employed for the command of the tugs “Raumanga”, “Herekino”, “Parahaki” and “Waitangi”.

(b) Notwithstanding anything contained in sub-clause (a) of this clause where, because of the termination of employment of a Tugmaster, the number employed is less than nine the employer shall take steps to fill the vacancy.

If after 12 weeks from the date of termination of a tugmaster where an external appointment is required, or eight weeks for an internal appointment, and the replacement Tugmaster has not commenced employment, the employer shall from that date divide the salary that was being paid to the Tugmaster, whose services have terminated, equally among the remaining Tugmasters.

3. SALARY

The following shall be the salary scale for Tugmasters:

During 1st year.....	\$38,681
After 1 year’s service	\$39,431
After 2 years’ service	\$39,785
After 3 years’ service	\$40,705
After 4 years’ service	\$41,209
After 7 years’ service	\$41,844

4. MEAL MONEY

- (a) Except when on shift work, a worker who is required to work overtime,
 - (i) After 6 p.m. on Monday to Friday inclusive, or
 - (ii) To continue work after 1 p.m. or 6 p.m. on Saturdays, Sundays or holidays, or
 - (iii) After having worked 5 hours continuously on Saturdays, Sundays or holidays, or
 - (iv) Commences work 2 hours or more before his normal starting time, or
 - (v) Having worked 4 consecutive hours overtime immediately prior to 10 p.m.,

and a meal is not provided by the employer, shall be paid \$4.50 meal money provided that on Saturdays, Sundays and holidays a special surcharge of 61 cents shall be paid.

(b) A meal money payment of \$4.50 shall be made to shift workers employed on afternoon or night shifts; provided that on Saturdays, Sundays and holidays a special surcharge of 61 cents shall be paid. Where 12 hour shifts are worked only the one such meal money payment shall be made for each shift. Such meal monies are to be paid only when the full span of hours of shifts have been worked.

5. ANNUAL HOLIDAYS

Tugmasters shall, after the completion of each year of continuous service with the Board, be entitled to 31 consecutive days on full pay. At the end of the third year of continuous service with the Board and of each subsequent year of continuous employment a Tugmaster shall be entitled in lieu of the foregoing to 38 consecutive days on full pay.

In addition, on the 1st of December each year the following holidays shall be added to the Annual Leave entitlement:

- New Year's Day
- 2nd January
- Anniversary Day
- Waitangi Day
- Good Friday
- Easter Monday
- Anzac Day
- Queen's Birthday
- Labour Day
- Christmas Day
- Boxing Day
- Picnic Day

6. SPECIAL HOLIDAYS FOR LONG SERVICE

(a) A worker shall be entitled to special holidays as follows:

- (i) One special holiday of two weeks after the completion of 15 years and before the completion of 25 years of continuous service with all Harbour Boards.
- (ii) One special holiday of three weeks after the completion of 25 years and before the completion of 30 years of continuous service with all Harbour Boards.
- (iii) One special holiday of four weeks after the completion of 30 years and before the completion of 35 years of continuous service with all Harbour Boards.
- (iv) One special holiday of five weeks after the completion of 35 years and before the completion of 40 years of continuous service with all Harbour Boards.

(b) Should a worker have completed 25 years' continuous service with the same employer prior to this Agreement, he shall not be entitled to a special holiday provided in paragraph (i) of sub-clause (a) of this clause. Should a worker have completed 30 years of continuous service with the same employer prior to the date of this Agreement, he shall not be entitled to the special holiday provided in paragraphs (i) and (ii) of sub-clause (a) of this clause. Should a worker have completed 35 years' continuous service with the same employer prior to the date of this Agreement, he shall not be entitled to the special holiday provided in paragraphs (i), (ii) and (iii) of sub-clause (a) of this clause.

All such special holidays shall be at the appropriate rate of salary as provided in this Agreement and may be taken either in conjunction with the annual holiday or at such other time as may be agreed by the employer and the worker.

(NOTE: By way of interpretation it is stated that: The above-mentioned special holidays need not necessarily be taken immediately after the expiration of the qualifying period, but at some suitable reasonable time thereafter, but in no case can they be accumulated.)

7. SPECIAL PROVISIONS

(a) When a tug is required to proceed to sea in cases of emergency, the rates of pay for the Master and Officers shall be in accordance with the Emergency Sailing Agreement.

(b) Where a tug is required to proceed to a port outside the Northland Harbour Board district, the rates of pay on such a voyage for the Master and Officers shall be negotiated separately.

(c) On voyages outside harbour limits and where a Tugmaster is required to sleep away from his home he shall be entitled to an allowance of \$9.07 for each night.

(d) A transport allowance of \$9.63 per shift shall be paid to all shift workers regularly employed under the provisions of this clause who have worked the full span of hours comprising an afternoon or night shift and who have not been provided with transport by the employer. This sub-clause shall not apply to workers provided with housing adjacent to their work place.

This provision cancels and replaces all current local agreements relating to payment of transport allowances to shift workers.

8. MATERNITY LEAVE

(a) Maternity leave shall be granted in accordance with the provisions of the Maternity Leave and Employment Protection Act 1980.

NOTE: This Act provided that on written application a female employee shall be entitled to 26 weeks' unpaid leave if she gives birth to a child or adopts a child under five years of age provided:-

1. The worker has worked for the same employer for 18 months before the expected date of delivery or the date of adoption, and
2. The worker has worked at least 15 hours per week during this period.

If the worker's position cannot be kept open during maternity leave she shall be entitled to preference of employment for 26 weeks following maternity leave.

This note is added for clarity only and shall not detract from the rights of workers or employers under the Act.

(b) **Domestic Leave** — Where an employee finds it essential to remain at home in an emergency, either in the event of maternity confinement of his spouse or at the time of adoption, the employer shall grant the employee up to five days' leave on ordinary time pay in any one year on production of a birth certificate or suitable evidence of birth or adoption or impending birth or adoption.

9. TERMINATION OF EMPLOYMENT

(a) The services of a Tugmaster shall be terminable by — either the Board or the officer, by three months notice in writing; except that during the first twelve months' service the services of a Tugmaster shall be terminable by one calendar month's notice in writing; provided always that the Board shall be

entitled, for misconduct or any other good and sufficient reason, summarily to terminate the services of any Tugmaster.

(b) In the event of redundancy occurring during the currency of this Agreement, the employer will consult with the Guild before taking any action.

10. **DISPUTES**

As per the New Zealand (Except Marlborough & Westland) Harbour Boards Tug & Dredge Officers Award.

11. **PERSONAL GRIEVANCES**

As per the New Zealand (Except Marlborough & Westland) Harbour Boards Tug & Dredge Officers Award.

12.
Reserved.

13. **TERM OF AGREEMENT**

This Agreement shall be deemed to have come into force on the 1st day of January 1986 and will continue in force until the 31st day of December 1986.

ASSESSOR duly authorised to sign on behalf of the APPLICANTS

J. R. McLeod. For The New Zealand Merchant Service Guild.

ASSESSOR duly authorised to sign on behalf of the RESPONDENTS

D. R. Campbell. For and on behalf of the NZ Harbour Boards Industrial Union of Employers and Authorised Agent for the Northland Harbour Board.

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.)

J. R. P. HORN
JUDGE