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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.”

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# **SOUTHLAND HARBOUR BOARD TUGMASTERS — COLLECTIVE AGREEMENT (VOLUNTARY)**

**Dated 30/7/86**

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NOTE: See clause 7 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 Southland Harbour Board Tugmasters Dispute of Interest between the New Zealand Merchant Service Guild Industrial Union of Workers and the Southland 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 30th day of July 1986.

(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 Southland Harbour Board Tugmasters Dispute interest

BETWEEN The NZ Merchant Service Guild Industrial Union of Workers AND THE Southland Harbour Board

To the Registrar of the Arbitration Court

We hereby submit to you a copy of the terms of 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 9th day of June 1986

Signed for and on behalf of  
THE NZ MERCHANT SERVICE GUILD

J. R. McLeod, Secretary.

Signed for and on behalf of  
THE NZ HARBOUR BOARDS INDUSTRIAL UNION OF EMPLOYERS

D. R. Campbell, Industrial Officer.  
Authorised Agent for the Southland Harbour Board.

## SHORT TITLE — TUGMASTERS' SALARY AGREEMENT

### 1. APPLICATION OF AGREEMENT

This agreement shall apply to the position of Tugmasters appointed by the Southland Harbour Board.

### 2. HOURS AND GENERAL CONDITIONS

(a) The responsibilities of the Tugmasters in relation to their duties in general shall remain as at present between the Tugmasters and the Southland Harbour Board unless varied by mutual agreement between the Guild 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 Officers Award except for a travelling allowance payment.

(b) Number of Tugmasters — The Southland Harbour Board will employ:

- (i) not less than three Tugmasters for the operating of tugs "Monowai" and "Hauroko",
- (ii) where, because of the termination of employment of a Tugmaster, the number employed is less than three, the employers 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 downturn in shipping, the parties to this agreement agree to review the conditions.

### 3. SALARY PAYMENTS

The salary payable for the position shall be as follows:

1st Year.....	\$34,143 per annum
2nd Year .....	\$35,637 per annum
3rd Year and after.....	\$37,134 per annum

### 4. ANNUAL HOLIDAYS

Tugmasters 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, or any other Harbour Board, 38 days holiday shall be given on full pay. In addition, a Master 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.

### 5. ROSTER SYSTEM

In recognition of the fact that the roster system for regular time off is in operation, then a Master required to work on a rostered day off duty shall not be entitled to time off in lieu thereof.

### 6. SCOPE OF AGREEMENT

(a) This agreement shall operate at the Port of Bluff.

(b) Any circumstances which may arise and is not covered by this agreement, the provisions Tug and Dredge Officers Award shall apply.

(c) Where any conflict arises between the terms of reference of this agreement and the Award, then this agreement shall take precedence.

7. **TERM OF AGREEMENT**

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 January 1986, 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 31st day of December 1986.

Signed for and on behalf of:

The New Zealand Merchant Service Guild Industrial Union of Workers  
J. R. McLeod, Union Assistant Secretary.

Dated 9th June 1986

Signed for and on behalf of:

The New Zealand Harbour Boards' Industrial Union of Employers.  
D. R. Campbell, Industrial Officer.

Dated 9th June 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.

(L.S.)

J. R. P. HORN  
JUDGE