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**BAY OF PLENTY HARBOUR BOARD  
TUG ENGINEERS—VOLUNTARY  
AGREEMENT**

**Dated 13/4/87**

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NOTE: See clause 8 herein for the date on which rates of wages come into force.

**UNDER THE INDUSTRIAL RELATIONS ACT 1973**  
**SUBMISSION OF VOLUNTARY SETTLEMENT FOR**  
**FILING**

In the matter of the Industrial Relations Act 1973;

And in the matter of the Bay of Plenty Harbour Board Tug Engineers dispute

Between the New Zealand Institute of Marine and Power Engineers (Inc)

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 settlement of the above mentioned dispute arrived at by the parties pursuant to Section 141 of the Industrial Relations Act 1973, for filing by the Registrar of the Arbitration Court as a voluntary agreement.

Dated at Wellington this 11th day of March 1987.

Signed on behalf of the New Zealand Institute of Marine and Power Engineers (Inc)

G. D. Harris, Secretary.

Signed on behalf of the Bay of Plenty Harbour Board.

D. R. Campbell, Authorised Agent.

**TUG ENGINEERS' SALARY AGREEMENT**

**1. APPLICATION OF AGREEMENT**

This Agreement shall apply to the positions of Tug Engineer 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 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 Engineer 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 Engineer 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 \$52,676 per annum shall be paid to Tug Engineers.

### 4. ALLOWANCES

4.1 The following allowances shall be paid in accordance with the provisions of the current New Zealand Harbour Board Tug and Dredge Engineers' Voluntary Agreement:

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

4.1.2 Clothing allowance as specified in Clause 16 (b) and Clause 16 (d) of the Voluntary Agreement.

4.2 Travel allowance shall be paid in accordance with local port customary practice.

4.3 Dirt money and heat money shall be paid in accordance with Clause 13 and Clause 16 (f) of the Tug and Dredge Engineers' Voluntary Agreement. It is agreed between the parties to this Agreement that the reference to "half ordinary time in addition" or "ordinary time in addition" shall refer to the ordinary time rate as set out in the Tug and Dredge Engineers' Voluntary Agreement.

4.4 Payment for work outside extended river limits shall be subject to local negotiations.

### 5. HOLIDAYS

5.1 Tug Engineers 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 Engineer 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 Engineers shall be entitled to special holidays for long service in accordance with Clause 10 of the Tug and Dredge Engineers' Award.

5.3 Tug Engineers 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 Engineers 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 Engineer 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 Engineer 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 Engineers 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 provision of the Tug and Dredge Engineers' Award shall apply.

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

## 8. TERM OF AGREEMENT

This Agreement, in so far 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 1987 and so far as other provisions are concerned, it shall come into force on the day of the date hereof; and this Agreement shall continue in force until 31st day of March 1988.

Signed for and on behalf of:

Date: 26/2/87

THE NEW ZEALAND INSTITUTE OF MARINE AND POWER  
ENGINEERS Inc

W. G. Sharman, Authorised Agent.

Signed for and on behalf of:

Date: 26/2/87

THE BAY OF PLENTY HARBOUR BOARD

R. C. Collins, Authorised Agent.

## MEMORANDUM

This voluntary agreement has been filed with the Registrar in accordance with section 141 of the Industrial Relations Act 1973.

DATED AT WELLINGTON THIS 18TH DAY OF APRIL 1987.

[L.S.]

D. S. MILLER  
REGISTRAR

**NOTE:** This is a new agreement citing the parties hereto. The Document No. 640 was previously allocated to Wellington City Council Municipal Officers Voluntary Agreement dated 17/12/79 and appears in the 1979 Book of Awards, p. 11847. The document is replaced by Document No. 103, Wellington City Council Technical Professional, Clerical and Other Officers Award on the 12/3/85.