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New Zealand Harbour Boards Tug and Dredge Engineers—Voluntary Agreement

Dated 5/12/74

NOTE: See clause 21 herein for the date on which rates of wages come into force

**NEW ZEALAND HARBOUR BOARDS TUG AND DREDGE
ENGINEERS' VOLUNTARY AGREEMENT MADE UNDER PART X
OF THE INDUSTRIAL RELATIONS ACT 1973**

The Industrial Commission of New Zealand—In the matter of the Industrial Relations Act 1973; and in the matter of the New Zealand Harbour Boards Tug and Dredge Engineers' Dispute of Interest between the New Zealand Institute of Marine and Power Engineers (Incorporated) and the undermentioned:

- Auckland Harbour Board, P.O. Box 1259, Auckland.
- Bay of Plenty Harbour Board, Private Bag, Mt. Maunganui.
- Lyttelton Harbour Board, P.O. Box 2108, Christchurch.
- Napier Harbour Board, P.O. Box 946, Napier.
- Nelson Harbour Board, P.O. Box 1003, Port Nelson.
- Otago Harbour Board, P.O. Box 1, Dunedin.
- Southland Harbour Board, P.O. Box 1, Bluff.
- Taranaki Harbours Board, P.O. Box 348, New Plymouth.
- Timaru Harbour Board, P.O. Box 76, Timaru.
- Wanganui Harbour Board, P.O. Box 8001, Castlecliff.
- Wellington Harbour Board, P.O. Box 893, Wellington.

ARRANGEMENT OF AGREEMENT

**Clause
Number**

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- 2 - Hours of Work
- 3 - Wages
- 4 - Overtime
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- 7 - Annual Holidays
- 8 - Special Holidays for Long Service
- 9 - Payment for Annual Holidays
- 10 - Work Outside Extended River Limits
- 11 - Dirt Money and Heat Money
- 12 - Not More Than Five Hours to be Worked Without a Break
- 13 - Victualling and Accommodation
- 14 - Clothing
- 15 - Torches
- 16 - Transport
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- 19 - Personal Grievances
- 20 - Unqualified Preference
- 21 - Term of Agreement

**NEW ZEALAND HARBOUR BOARDS TUG AND DREDGE
ENGINEERS' VOLUNTARY AGREEMENT MADE UNDER PART X
OF THE INDUSTRIAL RELATIONS ACT 1973**

This voluntary agreement made in pursuance of Part X of the Industrial Relations Act 1973 this 5th day of December 1974 between the New Zealand Institute of Marine and Power Engineers (Inc.) (hereinafter referred to as "the Institute") of the one part and the New Zealand Harbour Boards Industrial Union of Employers (hereinafter referred to as "the Employers") of the other part whereby it is mutually agreed by and between the parties hereto as follows:

1. That the said terms, conditions, and provisions contained and set out in the Schedule hereto 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 agreement required to be done, observed, and performed, and shall not do anything in contravention of this agreement but shall in all respects abide by and perform it.

THE SCHEDULE

INDUSTRY TO WHICH AGREEMENT RELATES

1. This agreement shall apply to the engineers employed in tugs and dredges by the following Harbour Boards:

Auckland Harbour Board

Bay of Plenty Harbour Board

Lyttelton Harbour Board

Napier Harbour Board

Nelson Harbour Board

Otago Harbour Board

Southland Harbour Board

Taranaki Harbours Board

Timaru Harbour Board

Wanganui Harbour Board

Wellington Harbour Board

HOURS OF WORK

2. (a) Tugs, Harbour Duties—Forty hours shall constitute an ordinary week's work, eight hours to be worked on five days of the week, Monday to Friday inclusive, such hours either:

(i) To be worked consecutively between 7 a.m. and 5 p.m., or

(ii) To be worked between 8 a.m. and 5 p.m. except that the starting time may be varied between 7.30 a.m. and 8 a.m. by local agreement between the Institute and the Employers and provided that a variation between subclauses (i) and (ii) hereof may be required by the Employers provided 14 days' notice thereof is given.

(b) Dredges—Except where otherwise provided, the ordinary hours of work shall be 40 per week to be worked between 8 a.m. and 5 p.m. Monday to Friday inclusive: but in no case, except where otherwise stated, shall the ordinary hours exceed eight per day. Provided that the starting time may be varied between 7.30 a.m. and 8 a.m. by local agreement between the Institute and the Employers.

(c) Shiftwork—Notwithstanding anything contained in the foregoing paragraphs, shifts may be worked as required by the Employers. Eight hours shall constitute a shift and the ordinary hours of work shall be 40 per week. Provided that while employed on shift work on Saturday such time worked shall be paid for at the rate of time and a half and while employed on Sunday shall be paid for at the rate of double ordinary time. A shift allowance of \$1.71 per shift shall be paid while employed on afternoon or night shifts. Any shift starting or finishing outside the hours of 6 a.m. and 6 p.m. shall be deemed to be an afternoon or night shift.

WAGES

3. (a) The following shall be the minimum weekly rates of wages payable:

Auckland Harbour Board—	\$
Chief Engineer Tug "Aucklander"	111.83
Second Engineer Tug "Aucklander"	104.96
Third Engineer Tug "Aucklander"	101.54
Chief Engineer Tug "William C. Daldy"	111.83
Second Engineer Tug "William C. Daldy"	104.96
Third Engineer Tug "William C. Daldy"	101.54
Engineer Tug "Tamaki"	111.83
Engineer Tug "Te Awhina"	111.83
Chief Engineer Dredge "Kerinui"	112.96
Second Engineer Dredge "Kerinui"	104.96
Bay of Plenty Harbour Board—	
Engineer Tug "Rotorua"	111.83
Engineer Tug "Mt. Maunganui"	108.39
Lyttelton Harbour Board—	
Chief Engineer Tugs	110.68
Second Engineer Tugs	104.96
Engineer Dredge "Te Whaka"	110.68
Chief Engineer Dredge "Peraki"	112.96
Second Engineer Dredge "Peraki"	106.11
Third Engineer Dredge "Peraki"	104.96
Fourth Engineer Dredge "Peraki"	104.96
Relieving Engineers	104.96
Relieving Engineer while engaged as Chief Engineer Crane- ship "Rapaki"	110.68
Nelson Harbour Board—	
Engineer Tug "W. H. Parr"	111.83
Engineer Tug "Wakatu"	102.68
Engineer Grab Dredge "Tasman Bay"	106.11
Otago Harbour Board—	
Engineer Tug "Rangi"	117.53
Chief Engineer Tug "Otago"	117.53
Second Engineer Tug "Otago"	108.39
Chief Engineer Tug "Otakou"	109.53
Second Engineer Dredge "Otakou"	103.83

	\$
Southland Harbour Board—	
Chief Engineer Tug “Monowai”	117.53
Engineer Tug “Hauroko”	111.83
Chief Engineer Dredge “Murihuku”	109.53
Second Engineer Dredge “Murihuku”	102.68
Taranaki Harbours Board—	
Engineer Tug “Maui I”	104.96
Chief Engineer Dredge “Ngamotu”	110.68
Second Engineer Dredge “Ngamotu”	102.68
Third Engineer Dredge “Ngamotu”	99.26
Timaru Harbour Board—	
Engineer Tug “Aorangi”	111.83
Chief Engineer Dredge “W. H. Orbell”	110.68
Second Engineer Dredge “W. H. Orbell”	102.68
Wanganui Harbour Board—	
Engineer Grab Dredge “Wanganui”	106.11
Wellington Harbour Board—	
Engineer Tug “Kupe”	117.53
Engineer Tug “Toia”	117.53
Engineer Grab Dredge “Kerimoana”	106.11

(b) Any worker covered by this agreement at present in receipt of a higher wage than provided for herein shall not have the wage reduced whilst in his present employment.

(c) Any worker relieving in a higher grade than his own classification shall whilst so employed in the higher grade be paid the wage applicable to the higher grade. Provided that when the worker is relieving in a lower grade his wage shall not be reduced.

OVERTIME

4. (a) All time worked outside of or in excess of the ordinary hours specified in Clause 2 hereof, or outside the ordinary shift hours (when a dredge is working shifts) shall be paid for at the rate of time and a half for the first three hours in any one day and double ordinary time thereafter. Provided that between the hours of 10 p.m. and 7 a.m. double ordinary time rates shall be paid.

(b) Any worker having worked all day and having continued to work until midnight, or after, or having worked not less than six hours between 6 p.m. and 8 a.m., or having worked more than two separate work periods between 6 p.m. and 8 a.m. the last of which finishes after midnight, shall be given eight consecutive hours off, or be paid at double ordinary time rate for all time worked on the second day.

(c) The duty engineer shall be allowed a minimum of 30 minutes warming-up time prior to starting time, his time to be paid for as at the overtime rate.

(d) When overtime is required to be worked after 6 p.m. orders for such work shall be given not later than 4 p.m. on the day the overtime is to be worked, provided that where reasonably practicable orders for Saturday and Sunday work shall be given not later than 4 p.m. on Friday.

(e) Except where otherwise provided, when workers are ordered back to work overtime, they shall be paid a minimum of three hours at the appropriate rate. Provided that when a worker is ordered back to work after 9.30 p.m. on Fridays and continues to work after midnight the minimum call-out shall be four hours. Overtime orders may be cancelled prior to the usual time for ceasing work without any payment being incurred.

(f) Except when on shift work a worker who is required to work overtime after 6 p.m. on Mondays to Fridays inclusive or to continue work after 1 p.m. or 6 p.m. on Saturdays, Sundays or holidays, or commences work two hours or more before his normal starting time and a meal is not provided by the employer, shall be paid meal money of \$1.15: Provided that on Saturdays, Sundays and holidays a special surcharge of 22c shall be paid.

(g) Fractional Time—The overtime rates shall, in the case of incomplete hours, be apportionable per half-hour. Provided that any fraction of a half-hour shall be paid for as a complete half-hour.

SATURDAY WORK

5. Except in the case of a dredge working shifts, and except where otherwise provided, the penalty rate payable for all work performed on Saturday shall be as follows:

Midnight Friday to 8 a.m. Saturday	Double ordinary time
8 a.m. to 11 a.m.	Time and a half
11 a.m. to 12 noon	Double ordinary time
After 12 noon	Double ordinary time

Workers shall be allowed a minimum of four hours for each call out. Provided that no worker by reason of this clause shall be entitled to be paid a greater sum than he would have received had he been employed continuously.

SUNDAYS AND HOLIDAYS

6. (a) All work done on any of the holidays mentioned in subclause (b) hereof shall be paid for at double the ordinary rate in addition to the wages specified herein.

(b) The holidays throughout the year shall be New Year's Day, the 2nd day of January, New Zealand Day, Anzac Day, Provincial Anniversary Day, Good Friday, Easter Monday, Labour Day, the birthday of the reigning Sovereign, Christmas Day, Boxing Day and the Harbour Boards Employees' Picnic Day (to be held on the same day as the Waterside Workers' Union Picnic Day). At ports where no Picnic Day is observed by the Waterside Workers' Union or such Picnic is held on a Saturday or Sunday, a day in lieu thereof shall be allowed by agreement between the employer and the individual worker. At ports where Anniversary Day is not observed as a holiday some other day shall be substituted in lieu thereof. If any of these holidays shall be observed on any other day than that on which it falls, the provisions of this agreement shall apply to such other day instead of the original day.

(c) Except where otherwise provided, all time worked on Sundays shall be paid for at double ordinary time rate.

(d) Minimum for Sundays and Holidays—When workers are ordered for work on Sundays and/or holidays they shall be paid a minimum of four hours for each call out. This subclause shall not apply to any time worked by shift workers as part of their ordinary shift. Provided that no worker by reason of this clause shall be entitled to be paid a greater sum than he would have received had he been employed continuously.

ANNUAL HOLIDAYS

7. (a) Workers shall, after the completion of each year of service, be entitled to three weeks' holiday. In the case of shift workers, tug engineers and chief engineers or sole engineers of plant listed in the schedule to this agreement, four weeks' holiday shall be allowed.

(b) In the event of any of the holidays specified in subclause (b) of clause 6 of this agreement occurring during the period of the annual holidays, such day shall be added to the annual holiday.

(c) Should any worker be discharged or leave the service before his annual holidays are due, he shall be entitled to holiday payment on a pro rata basis of the service rendered in that year.

(d) The annual holidays shall, as far as practicable, be arranged to be taken between 1 September and 31 May in each year. Workers shall be given at least 14 days' notice prior to the date of going on annual holiday.

(e) Any worker who has been continuously employed by the same board shall, at the end of the tenth year and of each subsequent year of employment by the same board, be entitled in lieu of the holidays provided for in subclause (a) of this clause, to four weeks' holiday: Provided that in such circumstances shift workers, tug engineers and chief engineers or sole engineers of plant listed in the schedule to this agreement shall be entitled to five week's annual holiday.

SPECIAL HOLIDAYS FOR LONG SERVICE

8. (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 the same employer;
- (ii) One special holiday of three weeks after the completion of 25 years and before the completion of 30 years of continuous service with the same employer;
- (iii) The special holiday of four weeks after the completion of 30 years and before the completion of 40 years of continuous service with the same employer.

(b) Should a worker have completed 25 years' continuous service with the same employer prior to this agreement, he shall not be entitled to the special holiday provided in paragraph (i) of subclause (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 paragraph (1) and (ii) of subclause (a) of this clause.

(c) All such special holidays shall be on pay day as defined by the Annual Holidays Act 1944 and its amendments and may be taken either in conjunction with the normal annual holiday or at such other time as may be agreed by employer and worker.

(NOTE—By way of interpretation it is stated that: The abovementioned 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.)

PAYMENT FOR ANNUAL HOLIDAYS

9. (a) Annual Holiday Pay for Full Year—

- (i) Payment for annual holidays shall be made in accordance with the provisions of the Annual Holidays Act 1944 and its amendments.
- (ii) This arrangement shall not apply to statutory holidays which may or may not fall within the period allowed for an annual holiday.

(b) Annual Holiday Pay for Less than One Year—

- (i) Where the holiday entitlement is three weeks per annum and where the period of employment is more than three weeks and less than one year, payment for the holiday shall be an amount equal to six percent of the worker's gross taxable earnings.
- (ii) Where the holiday entitlement is four weeks per annum and where the period of employment is more than three weeks and less than one year, payment for the holiday shall be an amount equal to eight percent of a worker's gross taxable earnings.
- (iii) Where the holiday entitlement is five weeks per annum and where the period of employment is more than three weeks and less than one year, payment for the holiday shall be an amount equal to 10 percent of the worker's gross taxable earnings.

WORK OUTSIDE EXTENDED RIVER LIMITS

10. (a) When a tug is required to proceed beyond river limits on special duty, workers on the tug shall be paid their ordinary wages plus 50 percent in lieu of overtime, such special payment to count from the date of leaving berth until return thereto, day of departure and return each to be reckoned as a full day: Provided, however, that for any Saturday and/or Sunday which may occur during the period a tug is on special duty such workers shall be allowed a day off for each such Saturday and/or Sunday or part thereof, or shall be paid the equivalent of eight hours' pay at the appropriate rate or rates prescribed in clause 4 and 5 of this agreement, but such rate shall not be subject to the 50 percent plusage above referred to.

(b) When tugs and dredges are voyaging between the New Zealand ports, workers shall be paid a plusage of \$4 per day in addition to the wages prescribed in clause 3 of this agreement while a vessel is at sea. Such voyages shall not be classed as special duty under subclause (a) of this clause.

DIRT MONEY AND HEAT MONEY

11. (a) (i) Where a worker is employed on work which is inside the casing of diesel engines, or inside bilges or tanks, or is himself cleaning pistons, cylinder heads and liners of diesel engines, he shall be paid 23c per hour extra, the minimum payment to be for one hour.

(ii) Workers required to work inside used boilers, smoke boxes, uptakes, funnels and between boilers and the brickwork of boilers, which have not been cleaned, shall whilst so engaged be paid the rate of 46c per hour or part thereof extra in addition to the ordinary or overtime rate as the case may be. Provided that where such work is actual mechanical repair work this additional payment shall be increased to 58c per hour.

(iii) When employed on overhaul work on board dredges, tugs or any other vessel, workers shall be paid 40c per day extra as dirt money.

Any time worked in excess of eight hours shall entitle the worker to an additional payment in proportion to the ratio of the amount of overtime worked to eight hours.

(iv) All repair work in used fuel oil tanks, diesel and lubricating oil tanks, if such tanks have not been steamed out, or in tanks which have been coated internally with bitumen or in ships' tanks coated with bitumen, shall be paid for at half ordinary time rate in addition to the ordinary time rate or overtime rate as the case may be.

(v) Where the duties of tug and dredge engineers specifically include maintenance and repair of engines and plant, an allowance of \$2 per week may be paid in lieu of the payment prescribed in subclause (a) (iii) above.

(vi) The foregoing rates are not cumulative and where a worker qualifies for several rates, the highest only shall be payable.

(b) Any worker required to work in any compartment or confined space where the temperature exceeds 43 degrees Celsius, including boiler furnaces and/or combustion chambers, shall be paid in addition to the rate of wages prescribed herein an additional rate of ordinary time extra for each hour or part thereof he is so employed.

NOT MORE THAN FIVE HOURS TO BE WORKED WITHOUT A BREAK

12. Workers shall be called upon to work more than five consecutive hours without having a break of at least 30 minutes for a meal. Where special circumstances arise workers may be called upon to work for a longer period than five consecutive hours provided however that such excess time shall be paid for at double ordinary time rates.

VICTUALLING AND ACCOMODATION

13. (a) When dredges or tugs are required to leave their home port for annual overhaul or survey, the employer shall supply all cooking and eating utensils and a cook, and all necessary food, bedding and blankets. Men shall not be called upon to sleep aboard during the actual time of overhaul but shall be provided with reasonable board and lodging at the employer's expense.

(b) When working conditions are such that the employer requires workers to sleep aboard any dredge or tug, the employer shall supply cooking and eating utensils and a cook and shall pay an allowance of \$3.45 per man per day. The employer shall supply a mattress, pillows, blankets, sheets and pillowcases for each member of the crew.

CLOTHING

14. (a) Where a worker is required to wear a uniform such uniform shall be supplied by the employer free of charge.

(b) Where it is necessary for a worker to wear overalls to protect his clothing from dirt and greasy substances, he shall be paid 2c per hour extra as overall allowance while so employed.

(c) Oilskins and gumboots to be provided to engineers holding the combined duties of chief engineer and dredging superintendent.

(d) The employer will grant a subsidy of \$10 per annum to those workers who purchase and wear safety footwear.

TORCHES

15. A torch and refills shall be supplied to workers who are required to perform night work.

TRANSPORT

16. (a) When required to start or finish work at times outside the worker's ordinary hours of work when the worker's usual means of transport is not available, he shall be conveyed to and from his home at the employer's expense.

(b) When a tug is lying at a wharf one mile or more from the usual place of berthing, travelling time shall be paid both ways between the usual place of berthing and the place where she is berthed.

TERMINATION OF EMPLOYMENT

17. Subject to the conditions of any contract of service, the employment shall be a monthly one, and excepting for conduct justifying summary dismissal, one month's notice of the termination of employment shall be given by either party.

DISPUTES

18. (a) The procedure set out in the succeeding provisions of this clause shall apply to a dispute of rights between the parties bound by this instrument, or any of them, including a dispute on:

- (i) The interpretation of this instrument; or
- (ii) Any matter (not being a personal grievance within the meaning of section 117 of the Industrial Relations Act 1973) related to matters dealt with in this instrument and not specifically and clearly disposed of by the terms of this instrument.

(b) Either the Institute or the employer or employers who are parties to any such dispute may invoke the procedure.

(c) The Institute and the employer or employers who are parties to any such dispute shall refer the dispute to a committee consisting of an equal number of representatives appointed respectively by the Institute and the employer or employers concerned, together with a chairman who shall be:

- (i) Mutually agreed upon by the parties; or
- (ii) If there is no such agreement, either a conciliator or a person appointed by him.

(d) A decision reached by a majority of the committee shall be the decision of the committee; but if the member of the committee (other than the chairman) are equally divided in opinion, the chairman may either:

- (i) Make a decision, which shall then be the decision of the committee; or
- (ii) Refer the dispute forthwith to the Industrial Court for settlement.

(e) Subject to the right of appeal conferred by subclause (f) of this clause, the decision of the committee shall be binding on the parties to the dispute.

(f) Any party may appeal to the Industrial Court against a decision of the committee, or any part of that decision. The appellant shall:

- (i) Within 14 days after the date on which the decision of the committee has been made known to him, give to every other party written notice of his intention to appeal; and
- (ii) Within seven days after the date on which that notice has been given, lodge with the Registrar of the Industrial Court a written notice of appeal; and
- (iii) Specify in each notice the decision or the part of the decision to which the appeal relates.

(g) The essence of this clause being that, pending the settlement of the dispute, the work of the employer shall not on any account be impeded but shall at all times proceed as if no dispute had arisen, it is hereby provided that:

- (i) No worker employed by any employer who is a party to the dispute shall discontinue or impede normal work, either totally or partially, because of the dispute;
- (ii) While the provisions of this clause are being observed no such employer shall, by reason of the dispute, dismiss any worker directly involved in the dispute.

(NOTE—This clause has been inserted in accordance with the requirements of section 115 of the Industrial Relations Act 1973.)

PERSONAL GRIEVANCES

19. (a) For the purposes of this clause, the expression “personal grievance” means any grievance that a worker may have against his employer because of a claim that he has been unjustifiably dismissed, or that other action by the employer (not being an action of a kind applicable generally to workers of the same class employed by the employer) affects his employment to his disadvantage.

(b) The standard procedure for the settlement of any personal grievance shall include the following:

- (i) Any worker who considers that he has grounds for a personal grievance shall have the right to submit his grievance in accordance with this procedure;
- (ii) As soon as practicable after a personal grievance arises, the worker shall submit the grievance to his immediate supervisor, affording him an opportunity to remedy the cause of the grievance, the intent being that it is desirable, if the circumstances permit it, to settle the grievance rapidly and as near as possible to the point of origin;
- (iii) Where any such attempt at settlement has failed, or where the grievance is of such a nature that a direct discussion between the worker and his immediate supervisor would be inappropriate, the worker shall notify the branch secretary or secretary or a duly authorised representative of the Institute, who, if he considers that there is some substance in the personal grievance, shall forthwith take the matter up with the employer or his representative;

- (iv) If the matter is not disposed of in discussion with the employer or his representative, the grievance shall be reduced to writing in a statement setting out all the facts relied on. The statement shall establish the nature of the worker's grievance and of the issues, for all subsequent consideration of the case;
 - (v) The written statement shall be referred to a grievance committee consisting of an equal number of representatives (not exceeding three) nominated respectively by the Institute and the employer, with or without a chairman as the parties may decide;
 - (vi) The employer shall have the right to be assisted or represented before the grievance committee by an employers' organisation;
 - (viii) If the matter is not settled by the grievance committee, it shall be referred to the Industrial Court;
 - (viii) The reference to the Court may be made by the employer or his representative, or by the Institute or its representative, or by both;
 - (ix) The Court, after inquiring fully into the matter and considering all representations made by or on behalf of the parties, may make a decision or award by way of a final settlement which shall be binding on the parties;
 - (x) It shall be the duty of every party to the award or agreement to promote the settlement of personal grievances under the procedures hereinbefore provided and to abstain from any action that might impede the effective functioning of the procedures.
- (c) For the purpose of ensuring that the work of the employer shall not be impeded but shall at all times proceed as if no dispute relating to the personal grievance had arisen:
- (i) No worker employed by any employer who is a party to the dispute shall discontinue or impede normal work, either totally or partially, because of the dispute;
 - (ii) While the provisions of the procedure for the settlement of the personal grievance are being observed, no such employer shall, by reason of the dispute, dismiss any worker directly involved in the dispute.
- (d) Any statements made or information given in the course of any proceedings before a grievance committee or the Court in respect of an alleged unjustifiable dismissal shall be absolutely privileged.
- (e) In the case of an alleged unjustifiable dismissal, any final settlement, decision or award made under this clause may, if it includes a finding that the worker was unjustifiably dismissed, provide for any one or more of the following:
- (i) The reimbursement to him of a sum equal to the whole or any part of the wages by him;
 - (ii) His retirement in his former position or in a position not less advantageous to him;
 - (iii) The payment to him of compensation by his employer.
- (NOTE—This clause has been inserted in accordance with the requirements of section 117 of the Industrial Relations Act 1973.)

UNQUALIFIED PREFERENCE

20. (a) Any adult person engaged or employed in any position or employment subject to this agreement by any employer bound by this agreement shall, if he is not already a member of the Institute bound by this agreement, become a member of such Institute within 14 days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of the Institute bound by this agreement so long as he continues in any position or employment subject to this agreement.

TERM OF AGREEMENT

21. 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 6th day of July 1974, and so far as all the other provisions are concerned it shall come into force on the 5th day of December 1974 and shall continue in full force and effect until the 5th day of December 1975 but nevertheless shall continue in full force and effect thereafter until superseded by a new agreement, or until the expiry of one month's notice in writing given by either party to terminate the agreement.

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

D. J. Munro, Secretary.

Signed on behalf of the New Zealand Harbour Boards Industrial Union of Employers.

B. A. Gapes, Secretary.

MEMORANDUM

This agreement was submitted for filing under Part X of the Industrial Relations Act 1973.

To the extent that the increases under the agreement exceed those permitted by the Wage Adjustment Regulations 1974, the parties sought an order pursuant to Regulation 7 of those Regulations.

The Commission is satisfied that the application under Regulation 7 should be sustained, and authorises filing accordingly.

G. O. Whatnall, President.