

1979/73



THE ECONOMIC STABILISATION (REMUNERATION OF
SEA-GOING ENGINEERS) REGULATIONS 1979

KEITH HOLYOAKE, Governor-General

ORDER IN COUNCIL

At the Government Buildings at Wellington this 2nd day of April 1979

Present:

THE RIGHT HON. R. D. MULDOON PRESIDING IN COUNCIL

PURSUANT to the Economic Stabilisation Act 1948, His Excellency the Governor-General, acting by and with the advice and consent of the Executive Council, hereby makes the following regulations.

ANALYSIS

- | | |
|---|--|
| 1. Title and commencement | 9. Provision for carriage of special cargoes |
| 2. Interpretation | 10. Meals and accommodation not available on board |
| 3. Remuneration of sea-going marine engineers | 11. Uniform, protective clothing, and laundry allowance |
| 4. Ship classification | 12. Ships stranded or wrecked |
| 5. Remuneration | 13. Chief engineers |
| 6. Allowances and increments | 14. Marine engineer and electrical officers (other than chief engineers) |
| 7. Payment of wages | Schedule |
| 8. Payment for cargo work at Chathams, Raoul, Campbell, Pitcairn Islands, Jacksons Bay, and Deep Cove | |

REGULATIONS

1. Title and commencement—(1) These regulations may be cited as the Economic Stabilisation (Remuneration of Sea-Going Engineers) Regulations 1979.

(2) These regulations shall come into force on the day after the date of their notification in the *Gazette*.

2. Interpretation—In these regulations—

“Employers” means—

- (a) The Union Steam Ship Company of New Zealand Limited; and
- (b) The Shipping Corporation of New Zealand Limited; and
- (c) Maritime Carriers of New Zealand Limited; and

- (d) New Zealand Cement Holdings Limited; and
- (e) The Tarakohe Shipping Company Limited; and
- (f) Wilsons (N.Z.) Portland Cement Limited; and
- (g) Anchor-Dorman Limited; and
- (h) Container Fleets (New Zealand) Limited; and
- (i) New Zealand Government Railways Department:

“Existing award” means the award dated the 14th day of April 1978 and known as the New Zealand Maritime Industry [Sea-Going] Award which was expressed to continue in force until the 20th day of December 1978:

“New Zealand Institute of Marine and Power Engineers” means the New Zealand Institute of Marine and Power Engineers incorporated under the Marine and Power Engineers’ Institute Incorporation Act 1925.

3. Remuneration of sea-going marine engineers—(1) In respect of the period beginning with the commencement of these regulations and ending with the 21st day of December 1979, the rates of remuneration and allowances payable to sea-going members of the New Zealand Institute of Marine and Power Engineers by any of the employers shall, subject to subclause (2) of this regulation, be those that would apply if the existing award (whether or not it is superseded or partially superseded in respect of other classes of employees)—

- (a) Were a composite agreement under section 66 of the Industrial Relations Act 1973 to which the Institute and the employers were parties; and
- (b) Had been amended in the manner indicated in regulations 4 to 14 of these regulations.

(2) Any general order that is made under the General Wage Orders Act 1977 in the period specified in subclause (1) of this regulation shall apply in respect of the rates of remuneration and allowances fixed by that subclause as if those rates were rates fixed by an award.

(3) Regulations 4 to 14 of these regulations are complementary to and dependent on the provisions of this regulation.

(4) No employer shall, in respect of the period specified in subclause (1) of this regulation, pay to any member of the New Zealand Institute of Marine and Power Engineers engaged upon his trade or calling within an undertaking to which the existing award (as affected by these regulations) applies—

- (a) Any remuneration or allowances in addition to the remuneration and allowances payable to that member under the existing award (as affected by these regulations); or
- (b) Remuneration or allowances specified in the existing award (as affected by these regulations) at rates that exceed those applicable under the existing award (as affected by these regulations or, as provided in subclause (2) of this regulation, by any general order made under the General Wage Orders Act 1977).

(5) This regulation shall have effect notwithstanding anything in any award, agreement, or other instrument.

4. Ship classification—The existing award shall be read as if, for the provisions relating to ship classification, there were substituted the following provisions:

"SHIP CLASSIFICATION"

(1) Roll-On/Roll-Off Vessels

(a)	(b)	(c)	(d)	(e)
<i>Marama</i>	(Reserved)	<i>Trader</i>	<i>Union</i>	<i>Coastal</i>
<i>Union Hobart</i>			<i>Rotorua</i>	<i>Ranger</i>
<i>Union Lyttelton</i>		<i>Coastal</i>	<i>Union</i>	
			<i>Rotoiti</i>	

(2) Tankers

<i>Kotuku</i>	<i>Erne</i>	<i>Amokura</i>
<i>Kuaka</i>		

(3) Inter-Island Ferries

Aramoana
Aranui
Aratika
Arahanga

(4) Conventional Vessels

(a)	(b)	(c)	(d)
<i>NZ Waitangi</i>	<i>Karetu</i>	<i>Union</i>	<i>Tiare</i>
	<i>Holmdale</i>	<i>Auckland</i>	<i>Moana</i>
	<i>Ngakuta</i>		<i>Fetu</i>
	<i>Ngahere</i>		<i>Moana</i>
	<i>Ngapara</i>		<i>Toa Moana</i>
	<i>Lorena</i>		
	<i>Titoki</i>		
	<i>Waitaki</i>		
	<i>Dunedin</i>		

(5) Bulk Cement Vessels

(a)	(b)
<i>John Wilson</i>	<i>Cement King</i>
<i>Ligar Bay</i>	<i>Milburn Carrier</i>
	<i>Westport</i>

(6) Container Vessels

(a)	(b)
<i>Aotea</i>	<i>New Zealand Pacific</i>
	(7)

Tasman Enterprise
Tasman Venture."

5. **Remuneration**—Clause 2 of the existing award shall be read as if, for the classifications set out in that clause, there were substituted the following classifications:

"CLASSIFICATION 1

	Class 1 (a) Per Annum \$	Class 1 (c) Per Annum \$	Class 1 (d) Per Annum \$
Chief Engineer	21,080	21,204	22,747
2nd Engineer	18,988	18,988	19,694
3rd Engineer	16,651	16,651	17,036
4th Engineer	15,775	15,775	16,139
Junior Engineer	13,531	.....	.....
Electrician	16,651	16,651	17,036

Class 1 (a) *Union Lyttelton, Union Hobart, Marama.*

Class 1 (b) Reserved.

Class 1 (c) *Coastal Trader.*Class 1 (d) *Union Rotorua, Union Rotoiti.*

"CLASSIFICATION 2

	Per Annum \$
Chief Engineer	24,533
2nd Engineer	22,106
3rd Engineer	19,055
4th Engineer	17,363
Junior Engineer	16,602
Electrician	19,055

Erne, Amokura, Kotuku, Kuaka.

"CLASSIFICATION 3

	Per Annum \$
Chief Engineer	24,654
2nd Engineer	19,296
3rd Engineer	16,620
4th Engineer	15,953
Junior Engineer	12,944
1st Electrician	16,620
2nd Electrician	14,624

Aramoana, Aratika, Aranui, Arahanga.

"CLASSIFICATION 4 (a)

	Per Annum \$
Chief Engineer	20,569
2nd Engineer	18,177
3rd Engineer	15,626
4th Engineer	14,724
Junior Engineer	14,519
1st Electrician	15,626
2nd Electrician	14,724
Refrigeration Engineer	16,041

N.Z. Waitangi.

"CLASSIFICATION 4 (b)

	(1)	(2)	(3)
	All 4 (b) vessels except column (2) and column (3) Per Annum	<i>Holmdale</i> (includes Chatham Island Allowance) Per Annum	<i>Lorena</i> Per Annum
	\$	\$	\$
Chief Engineer	18,368	18,841	18,919
2nd Engineer	16,050*	16,924	16,359
3rd Engineer	13,637*	14,840	14,041
4th Engineer	12,335	.....	13,302
Electrician	13,637	.....	.....

*On vessels which normally carry no 4th engineer the sum of \$575 to be added to these rates.

"CLASSIFICATION 4

	(c)	(d)
	Per Annum	Per Annum
	\$	\$
Chief Engineer	20,718	20,569
2nd Engineer	18,098	18,177
3rd Engineer	15,368	15,626
4th Engineer	13,837	14,724
Electrician	15,368	15,626

Class 4 (c) *Union Auckland* (includes *Waitaki* while employed in the container trade).

Class 4 (d) *Tiare Moana, Fetu Moana, Toa Moana.*

"CLASSIFICATION 5

	(a)	(b) 1	(b) 2
	Per Annum	Per Annum	Per Annum
	\$	\$	\$
Chief Engineer	18,153	21,080	19,165
2nd Engineer	16,706	18,988	17,706
3rd Engineer	14,694	16,651	.....
4th Engineer	13,345	.....	.....
Electrician	14,694	.....	.....

Class 5 (a) *John Wilson, Ligar Bay.*

Class 5 (b) 1 *Cement King.*

Class 5 (b) 2 *Westport, Milburn Carrier.*

"CLASSIFICATION 6 (a)

	Per Annum \$	I.D.F. \$	Total \$
Chief Engineering	25,328	540	25,868
1st Officer (Engineering)	22,388	540	22,928
2nd Officer (Engineering)	18,989	540	19,529
3rd Officer (Engineering)	18,147	540	18,687
2nd Officer (Electrical)	18,989	540	19,529

Aotea.

"CLASSIFICATION 6 (b)

	Per Annum \$
Chief Engineer	25,782
2nd Engineer	22,784
3rd Engineer	19,586
4th Engineer	18,456
Junior Engineer	18,209
1st Electrician	19,586
2nd Electrician	18,456
Refrigeration Engineer	20,123
2nd Refrigeration Engineer	18,962

New Zealand Pacific.

"CLASSIFICATION 7

	Per Annum \$
Chief Engineer	21,080
2nd Engineer	18,988
3rd Engineer	16,651
4th Engineer	15,775
Electrician	16,651

Tasman Enterprise, Tasman Venture.

6. Allowances and increments—The existing award shall be read as if, for clause 3 and the heading above that clause, there were substituted the following clause and heading:

"ALLOWANCES AND INCREMENTS

"3. In addition to the salaries prescribed in clause 2 of this agreement the following allowances are to be added where applicable to that salary:

- "(a) Superior certificate increment—An employee who holds a certificate of competency for a rank higher than that in which he is serving shall be entitled to an increment as laid down in the appropriate Schedule. Should an employee be offered promotion and turns it down for no valid reason or expresses a wish not to seek further promotion, he shall not be entitled to this increment.

“(b) Service increment—An employee who has had continued service with one employer, shall receive service increments as prescribed in the appropriate Schedule.

“(c) Pacific Islands allowance—For vessels in classifications 4 (b) and 4 (d) engaged on the Pacific Islands service, a loading of 5 percent of the engineer officer’s salary will apply while the officer is engaged on this trade.

“The employers shall enter into discussions with the Institute of Marine and Power Engineers prior to any vessel entering this trade.

“The following allowances are to be paid whilst engaged in a particular trade, or when a particular duty is being carried out, and should be paid only while an employee is engaged on that particular trade or duty:

“(d) Tanker allowance—As compensation for special conditions applying on tankers, including recognition that tankers are usually berthed some distance from the city and because of the local transport problems associated with this, a non-taxable allowance of \$2.23 per day shall be paid to all employees whilst actually working on board the tanker. This allowance compensates all transport costs at all ports except for transport costs incurred on company business.

(NOTE—Tanker allowance is calculated as being 5.5 percent of the average daily rate for the tankers.)

“(e) Collier/dolomite/serpentine allowance—To compensate for dirt and inconvenience on the coal and/or dolomite/serpentine trade, employees engaged on this trade shall receive one half day time off for each week (pro-rated) they are working on the vessel. This time off shall be taken during the service period whilst actually on the vessel, and where any time off is not taken it shall be liquidated in cash at the end of the service period at the current daily rate of the employee concerned.

“(f) Allowance for cargo work at special ports—Except for normal duties, if an employee is required to carry out discharge or loading of cargo at Chatham, Campbell, Raoul, or Pitcairn Islands, Jacksons Bay, Deep Cove, or any other such port as may be agreed upon by the parties, he shall be paid, in addition to his salary laid down in clause 2 of this agreement, the hourly rate as specified in clause 8 of this agreement whilst so employed on such cargo work.

(Conditions for cargo work at these ports are also laid down in clause 7.)

“(g) Tarakohe northern allowance—On occasions when the m.v. *Ligar Bay* or the m.v. *John Wilson* is required to carry bulk cement at Wilsons (N.Z.) Portland Cement Limited, Portland Wharf, the following extra weekly rates shall be paid to employees on duty for the period the m.v. *Ligar Bay* or the m.v. *John Wilson* is operating on the Portland trade:

	<i>Ligar Bay</i>	<i>John Wilson</i>
	\$	\$
Engineer officers	29.60	19.73

“Time engaged in operating from Portland shall be calculated from the time of departure from the last port at which a Tarakohe loaded cargo is discharged, prior to proceeding to Portland until the time of the next arrival at Tarakohe or Wellington.

“Where cement loaded at Tarakohe is delivered to any bulk depot operated by Wilsons (N.Z.) Portland Cement Limited, these special rates shall also apply from the date of departure from Tarakohe to the day of the next arrival at Tarakohe or Wellington.

“(h) Bulk wheat trade allowance—When the m.v. *Ngapara* or the m.v. *Ngahere* is engaged in the Trans Tasman bulk wheat trade, returning to Australia in ballast for two or more consecutive voyages, a loading of 6.3 percent shall apply to the aggregate wage rates for that vessel for the period the vessel is engaged in such trade, reckoned from the time of departure from New Zealand for the wheat loading port, to the completion of discharge of wheat at the final New Zealand port on the last consecutive voyage.

“(i) *Toa Moana* (Pacific Forum Line) allowance—When the *Toa Moana* is engaged in the Pacific Forum Line trade, an allowance of \$11.50 per week (pro rata) will be payable to employees involved in additional cargo work, and associated duties whilst in the actual service of the vessel. (This allowance does not accrue time off credits.)

“(j) Extra port allowance—On Class 1 (a) vessels the following payments shall apply on each sailing between Wellington and Lyttelton on which cargo is loaded at one port and discharged at the other:

	\$
Chief Engineer	20.09
Second Engineer	18.45
Third Engineer	16.17
Fourth Engineer	15.32
Electrician	16.17.”

7. Payment of wages—Clause 4 (c) of the existing award shall be read as if, for the expression “\$2.64”, there were substituted the expression “\$3.00”.

8. Payment for cargo work at Chathams, Raoul, Campbell, Pitcairn Islands, Jacksons Bay, and Deep Cove—Clause 7 (e) (vi) of the existing award shall be read as if, for paragraphs (A) to (F), there were substituted the following paragraphs:

“(A) A payment of \$4.80 per hour (without any minimum periods) for each hour while working cargo. Any fraction of half an hour shall count as half an hour.

Where watchkeeping or dayworking employees are required to work cargo outside their normal hours of labour (that is their normal watch or daywork hours as applicable) the following payments shall apply:

	\$
For each hour Monday to Friday inclusive	9.60
For the first three hours Saturday morning only	7.20
and each hour thereafter	9.60
For all cargo work performed on Sundays and holidays	9.60
“(B) Where employees are required to work cargo in wet weather they shall receive, in addition to the above rates, a payment of \$0.67 per hour.	
“(C) The surfing rate of \$1.52 per hour shall apply at all times in all Chatham Island ports except Waitangi, regardless of whether discharge or loading is performed by surf boats, or, if the company elects, fishing boats.	
“(D) Where a meal hour is broken or curtailed for the purpose of working cargo, the cargo rates and overtime payments shall be deemed to apply as if no meal break had been taken. The rate of \$9.60 per hour shall apply.”	

9. Provision for carriage of special cargoes—The existing award shall be read as if, for clause 8 and the heading above that clause, there were substituted the following clause and heading:

“PROVISION FOR CARRIAGE OF SPECIAL CARGOES

“8. (a) Livestock—Livestock shall be loaded or discharged by the ship’s crew where required by the Master and for this work the men so employed shall receive the wage rates as per clause 7 of this agreement in addition to their normal wage.

“Where livestock are carried on deck they shall be kept at a distance of not less than ten feet from the entrance to, or ventilator intakes to, the living quarters and when carried in the hold proper steps shall be taken to ensure offensive odour does not enter the quarters.

“(b) Deck cargo—When carrying a deck cargo, care should be taken to ensure that the provisions of the Timber Cargo Regulations 1953 or subsequent amendments are complied with. Deck cargo must in no way interfere with the navigation and necessary work of the ship. Access to crew accommodation and necessary parts of the vessel must be left clear with the provision to close all accesses against the ingress of water when necessary.

All deck cargo should be securely lashed before the vessel leaves the port limits to the satisfaction of the Master.

“(c) Explosives—Where a ship is carrying explosives classified as Class 1, division 1.1, of the International Dangerous Goods Code (I.M.C.O.) an additional \$1.36 per day shall be paid to each employee whilst the explosive is in the ship. Limited quantities, as listed in Schedule 1 of Annex to Section 18 of the I.M.C.O. code page 0124 shall not incur this payment.

Samples, explosive substances, other than primary explosives, as defined on page 1131 of this Code, shall not incur this payment.

“(d) Mail—The ship’s crew shall work to discharge mail where required by the Master and for this work the men so employed shall receive wages as per clause 7 of this agreement in addition to their normal wage.

“(e) Obnoxious cargoes—pencil pitch—Where a vessel is loading, carrying or discharging pencil pitch, the following conditions will apply to crew members employed on that vessel whilst that cargo is in the ship:

“For those crew members engaged in the capacity of duty officer on deck, or whilst engaged in washing down, cleaning of holds, sweeping up decks, etc., a differential payment of \$2.28 per hour shall be payable whilst actually engaged in such work.

“The duty engineer engaged in operating machinery during loading or discharge shall receive a differential payment of \$1.15 per hour whilst cargo is being worked.

“For those crew members engaged in the cleaning of accommodation, galley, storerooms, or machinery spaces into which the pencil pitch has infiltrated immediately after the loading or discharge of cargo operations, a differential payment of \$1.15 per hour shall be payable whilst actually engaged in such work, with minimum payment of four hours.

“Protective clothing as supplied to the waterside workers of that port shall be supplied to those employees engaged in the loading or discharging of pencil pitch and a clean set of overalls, etc., shall be supplied at the completion of the shift.

“All employees employed on the vessel during the physical carrying of pencil pitch shall receive one day's time off per week for each week or part of week the pencil pitch is on board with a minimum of four days.

“In view of the special conditions applicable in the port of Newcastle, New South Wales, whereby the fans are stopped and accommodation is sealed against the ingress of pencil pitch, employees shall be boarded and fed ashore during the currency of the stay in that port prior to completion of cargo. Whilst the employees are boarded ashore, the employer will pay for the bed and breakfast at a shore establishment, any other meals that are not available on board at the current rates, and an allowance of \$21.45 (Aust.) per day to cover all expenses such as transport, drycleaning, etc.

“(f) Phosphate—To compensate for the general inconvenience during loading and discharging of phosphate, employees on vessels engaged in this trade shall receive one half day time off for each complete round voyage. This time off is to be taken during the service period whilst actually on the vessel but in exceptional circumstances may be liquidated in cash at the end of the period at the current wage rate of the employee concerned.

“In addition, those members of the vessel's complement engaged at the time on deck and continually exposed to the dust caused during cargo operations will receive a payment of \$1.50 per hour whilst actually exposed to the nuisance.

“Those crew members engaged immediately after completion of cargo operations in the cleaning of storerooms and machinery spaces into which the phosphate dust has infiltrated will receive a payment of \$1.00 per hour while engaged on such work.”

10. Meals and accommodation not available on board—Clause 11 of the existing award shall be read as if, for the tables of rates set out in that clause, there were substituted the following tables of rates:

“For:		\$
Breakfast	.....	3.30
Lunch	.....	5.50
Evening meal	.....	6.60
Evening meal (chief engineers only)	.....	7.70
“For accommodation only per day:		\$
Chief engineer	.....	18.00
All other employees	.....	16.00
“For victualling and accommodation per day:		\$
Chief engineer	.....	34.50
All other employees	.....	31.40.”

11. Uniform, protective clothing, and laundry allowance—Clause 14 of the existing award shall be read as if, for paragraph (a), there were substituted the following paragraph:

“(a) Employees shall wear uniforms as required by the employer. A uniform and protective clothing allowance shall be paid by the employer to each employee which shall cover all clothing payments including supply, laundry, and drycleaning, as follows:

Chief engineers	.....	\$500 per annum.
Other employees	.....	\$480 per annum.

“The employer shall have the right to withhold these payments where suitable uniforms are not worn by the officer.

“Should an officer requisition for uniform trimmings, where they are required, such trimmings shall be provided free of charge.

“The rates prescribed in this paragraph shall be increased in accordance with the Apparel Group of the C.P.I. at 6-monthly intervals.

“(NOTE—The above rates shall cover all protective and/or waterproof clothing and/or footwear except as specified elsewhere in this agreement.)”

12. Ships stranded or wrecked—(1) Clause 18 of the existing award shall be read as if, for the expression “\$2.45”, there were substituted the expression “\$2.78”.

(2) Clause 18 of the existing award shall be read as if, for the table of rates set out in that clause, there were substituted the following table of rates:

		\$
“Chief engineers	.....	1,045.00
Plus for tools and instruments	.....	300.00
“Other employees	.....	990.00
Plus for tools and instruments	.....	300.00.”

13. Chief engineers—The existing award shall be read as if, for the Second Schedule, there were substituted the Second Schedule set out in the Schedule to these regulations.

14. Marine engineer and electrical officers (other than chief engineers)—(1) The Fifth Schedule to the existing award shall be read as if, for the provisions relating to “Service” and “Superior Certificate Allowance”, there were substituted the following provisions:

“**Service**—Service with the employer shall be continuous except during periods of private leave, and service in each rank shall count from the date of the appointment.

Engineers and electricians shall receive increments for continuous service in accordance with the following scale:

Refrigeration engineer and electrical officers—

In second and third year of service, \$163 per annum.

In fourth and fifth year of service, \$326 per annum.

In sixth and seventh year of service, \$489 per annum.

In eighth and ninth year of service, \$652 per annum.

In tenth and subsequent years of service, \$815 per annum.

Third, fourth, fifth and junior engineer officers—

In second year of service in that rank, \$163 per annum.

In third and fourth year of service in that rank, \$326 per annum.

In fifth and subsequent years of service in that rank, \$489 per annum.

Second engineer officers—

In second and third year of service in that rank, \$163 per annum.

In fourth and fifth year of service in that rank, \$326 per annum.

In sixth and seventh year of service in that rank, \$489 per annum.

In eighth and ninth year of service in that rank, \$652 per annum.

In tenth and subsequent years of service in that rank, \$815 per annum.

“**Superior Certificate Increment**—Engineer and electrical officers shall be entitled to the Superior Certificate Increment mentioned in clause 3 (a) of this agreement as follows:

Second engineer in such rank holding a First Class Certificate of Commonwealth validity, \$686 per annum.

Third or fourth engineer officers in such rank holding a First Class Certificate of Commonwealth validity, \$547 per annum.

Third, fourth or junior engineer officers in such rank holding a Second Class Certificate of Commonwealth validity, \$464 per annum.

Third, fourth, fifth or junior engineer officers holding a Part A of Second Class Board of Trade Certificate, \$318 per annum.

Third, fourth, fifth or junior engineer officers holding a Third Class Marine Certificate of New Zealand validity, \$284 per annum.

Third, fourth, fifth or junior engineer officers holding a Second Class Coastal Motor Certificate of New Zealand validity, \$284 per annum.

Electrical officers holding a recognised Advanced Trade Certificate or London City and Guild Certificate, or such other recognised certificates, \$284 per annum.”

(2) The Fifth Schedule to the existing award shall be read as if, for the expression "Class 3 vessels" in paragraph (A) of the provisions relating to Shipkeeping, there were substituted the expression "Class 2 or Class 3 vessels".

(3) The Fifth Schedule to the existing award shall be read as if, after the paragraph relating to the *Coastal Ranger* allowance, there were inserted the following paragraph:

"*Marama* allowance—An allowance of 4 percent of the salaries specified in clause 2 hereof shall be paid in respect of the servicing of mobile cargo plant and refrigerated containers whilst employed on the present service."

(4) The Fifth Schedule to the existing award shall be read as if there were added, to clause 1 of the provisions relating to the duties and conditions of employment on the Cook Strait Rail Ferries, the following paragraph:

"(j) Where an officer is required to shipkeep overnight following the conclusion of duties on layby day in the case of *Aramoana*, *Aranui*, and *Aratika* or to shipkeep overnight preceding layby day in the case of *Arahanga* one day shall be added to the officer's leave."

(5) The Fifth Schedule to the existing award shall be read as if, for paragraph (d) of clause 2 of the provisions relating to the annual leave due to officers serving on the Cook Strait Rail Ferries, there were substituted the following paragraph:

"(d) Upon the expiry of annual leave or all time off due, if an officer reports himself as ready to resume duty and an appointment is not immediately available, he shall be paid salary; time off or annual leave shall not be debited in advance."

(6) The Fifth Schedule to the existing award shall be read as if, for the expression "\$1.80" in clause 4 of the provisions relating to the Cook Strait Rail Ferries, there were substituted the expression "\$2.10".

(7) The Fifth Schedule to the existing award shall be read as if, after clause 7 of the provisions relating to the Cook Strait Rail Ferries, there were added the following clause:

"8. A payment of 0.2 day's pay at the rates prescribed in clause 2 will be made to an officer when, after the last scheduled crossing of the day or before the first scheduled crossing of the day, his period of daily duty is extended because—

"(i) His vessel makes an unscheduled movement between a rail ferry linkspan and an alternative berth; and

"(ii) This movement is caused by all rail ferry vessels having to temporarily operate through one linkspan."

SCHEDULE

Reg. 13

NEW SECOND SCHEDULE TO THE EXISTING AWARD

"SECOND SCHEDULE

CHIEF ENGINEERS

Service—A chief engineer shall be deemed to be within the service of his employer continuously except during periods of private leave granted by the employer at the chief engineer's request.

Chief engineers shall receive a service increment of \$382 per annum commencing at the start of the second year of service in that rank increasing every second year by \$382 per annum to the commencement of the 18th year of service.

Travel—Whenever a chief engineer has to proceed for the purposes of his employer from one place to another, he shall be provided with travel and accommodation at first-class rates, this includes air travel outside New Zealand.

Transfer—When a chief engineer is, by mutual agreement with the employer, required to change his home port in consequence of a transfer from one service or ship of the employer to another, he shall be allowed, on giving reasonable notice, free first-class passage for his family and free conveyance for his effects by such appropriate means in transport as the employer shall select.

This clause shall not, however, apply in the case of a chief engineer who changes his home port to suit his own convenience and not as a result of his transfer by his employer from one service or ship to another.

When a chief engineer is, at his own request, transferred from one vessel to another, he shall not be entitled to salary or victualling allowance whilst waiting.

Salaries—The salaries specified in this agreement shall make provision for all duties performed whether in port or at sea including hours of duty which may be in excess of 40 hours per week.

Refrigeration allowance—Chief engineers of vessels equipped with refrigeration machinery and refrigerated spaces for the carriage of refrigerated cargoes, shall be paid a rate of \$1.10 per day when the cargo refrigeration plant is in use. This payment shall be additional to the rates prescribed in clause 2 of this agreement and in this Schedule unless the vessel carries a refrigeration engineer.

Cargo out-turn bonus—On vessels of Class 4 (a), the chief engineer shall receive a cargo out-turn bonus of 10 percent of his salary for the period during which the cargo refrigeration plant is in use.

Extra port allowance—On Class 1 (c) and 1 (e) vessels—An allowance of 10 percent will be payable whilst the vessels are engaged on the present schedule in recognition of the fact that the original agreement was based on a schedule with fewer ports of call.

SCHEDULE—continued

Specialised propulsion allowance—Where a chief engineer is required by virtue of specialised propulsion machinery to be the holder of a combined First Class Certificate of Competency on any specified vessel he shall receive an allowance of \$817 per annum.

Marama allowance—On m.v. *Marama* the chief engineer shall receive an allowance of 4 percent of the salary specified in clause 2 hereof in respect of the servicing of mobile cargo plant and refrigerated containers whilst employed on the present service. The refrigeration allowance specified elsewhere in this Schedule shall not be payable.

Cook Strait Rail Ferries—The following additional provisions shall apply to Class 3 vessels only:

1. Duties and conditions of employment—(a) In consideration of the salaries prescribed by clause 2 of this agreement chief engineer officers shall work the extended hours necessary for the schedule of the vessels.

(b) The department shall advise the institute when alterations to the timetable of the vessels are required and if necessary the matter will be negotiated between the department and the institute.

2. Annual leave—(a) While three chief engineers are employed on each rail ferry and the vessels operate on an average of 25 sailings, chief engineers shall for each year of service be entitled to nine (9) weeks' annual leave to be taken in two periods at approximately six-monthly intervals or as agreed to between the department and the institute.

(b) A chief engineer shall not be recalled from his annual leave without his consent. Should he agree to be so recalled, balance of the unexpired leave shall be granted to him as soon as possible or added to his next annual leave as the chief engineer elects. The foregoing does not apply to the chief engineer who himself elects to return to duty before the expiry of his holiday.

(c) Upon the expiry of annual leave or all time off due, if an officer reports himself as ready to resume duty and an appointment is not immediately available, he shall be paid salary; time off or annual leave shall not be debited in advance.

(d) In cases in which a chief engineer has been on private leave and he reports himself at his home port as ready to resume duty and employment is not available within ten days thereafter, he shall be paid salary (without victualling and accommodation allowance) as from the expiry of the said period of ten days.

(e) Should a chief engineer be recalled to work on a vessel from rostered time off and work on one or more days on which he would otherwise have been off duty, he shall accumulate four days' time off for each such day worked, to be taken at a time mutually convenient to the chief engineer and the department.

(f) On any day that a vessel is required to carry out an extra sailing or sailings which require the chief engineer officer to work outside his normal daily work period (late running excepted) two days' additional leave or pay shall be granted.

SCHEDULE—continued

3. Homeport—The homeport of each chief engineer shall be Wellington. However, there will be no objection to chief engineers who reside in the South Island mutually changing shifts with their counterparts at Picton, provided that the Manager, Air/Sea Services, is informed in advance.

Chief engineers residing in the South Island will, on application to the Manager, Air/Sea Services, be supplied with a free return ticket by the rail ferries between the homeport and Picton for use when proceeding on and returning from time off.

4. Transport allowance when public transport is not operating—Chief engineer officers who are required to join, rejoin, or leave a rail ferry for or from a rostered period of duty and public transport is not available, shall be entitled to a non-taxable vehicle trip allowance of \$2.10.

5. Travel concessions—Chief engineer officers, their wives and dependent children may be granted passenger travel by the Cook Strait rail ferries at 25 percent of the ordinary adult single fare. "Dependent children" means such children as, in the opinion of the general manager, are substantially dependent on the chief engineer for their maintenance.

6. Hospitality allowance—Chief engineer officers will, in addition to the salaries set out in clause 2 of this agreement, be paid a hospitality allowance of \$355 per annum.

7. Keep—When taking time off or annual leave accrued from a vessel each chief engineer officer shall receive a payment of \$2 per each seven-day period as an allowance for the value of keep.

8. Unscheduled movement due to one linkspan—A payment of 0.2 day's pay at the rates prescribed in clause 2 will be made to a chief engineer officer when, after the last scheduled crossing of the day or before the first scheduled crossing of the day, his period of daily duty is extended because—

- (i) His vessel makes an unscheduled movement between a rail ferry linkspan and an alternative berth; and
- (ii) This movement is caused by all rail ferry vessels having to temporarily operate through one linkspan."

P. G. MILLEN,
Clerk of the Executive Council.

EXPLANATORY NOTE

This note is not part of the regulations, but is intended to indicate their general effect.

These regulations fix the rates of remuneration of sea-going members of the New Zealand Institute of Marine and Power Engineers in respect of the period beginning with the commencement of these regulations and ending with the 21st day of December 1979.

It is envisaged that these regulations will be revoked before the 21st day of December 1979 if, following a commission of inquiry into wage relativities in the maritime industry, agreement is reached on appropriate wage rates throughout that industry.

Issued under the authority of the Regulations Act 1936.

Date of notification in *Gazette*: 2 April 1979.

These regulations are administered in the Department of Labour.