



*Reprint under section 7 of the Regulations Act 1936 of the Wage Freeze Regulations 1982 (S.R. 1982/141), as amended by the following enactments:*

**Economic Stabilisation Act Amendment 1982, s. 9**

**Amendment No. 1, S.R. 1982/172**

**Amendment No. 2, S.R. 1982/194**

**Amendment No. 3, S.R. 1982/217**

**Amendment No. 4, S.R. 1982/234**

**Amendment No. 5, S.R. 1982/263**

**Amendment No. 6, S.R. 1982/273**

**Amendment No. 7, S.R. 1983/3**

**Amendment No. 8, S.R. 1983/10**

**Amendment No. 9, S.R. 1983/55**

**Amendment No. 10, S.R. 1983/76**

**Amendment No. 11, S.R. 1983/77**

**Amendment No. 12, S.R. 1983/80**

**Amendment No. 13, S.R. 1983/86**

Note: Regulations 2 (2) of Amendments Nos. 1-12 have in each case been amended by omitting the words "22nd day of June 1983" and substituting the words "29th day of February 1984" by regulation 15 of S.R. 1983/86.

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## THE WAGE FREEZE REGULATIONS 1982 (REPRINT)

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DAVID BEATTIE, Governor-General

### ORDER IN COUNCIL

At the Government House at Wellington this 22nd day of June 1982

Present:

HIS EXCELLENCY THE GOVERNOR-GENERAL 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.

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## ANALYSIS

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## REGULATIONS

**1. Title**—These regulations may be cited as the Wage Freeze Regulations 1982.

These regulations were validated and confirmed by s. 9 (1) of the Economic Stabilisation Amendment Act 1982, together with Amendments Nos. 1-5. S. 9 (2) of that Act provides for further amendment or revocation of these regulations. S. 9 (3) relates to proceedings in respect of offences committed before the commencement of that Act (17 December 1982).

**2. Commencement and expiry**—(1) These regulations shall come into force on the 23rd day of June 1982.

(2) These regulations shall continue in force until the close of the [29th day of February 1984], and shall then expire.

In subclause (2) the words "29th day of February 1984" were substituted for the words "22nd day of June 1983" by regulation 3 of S.R. 1983/86.

**3. Interpretation**—(1) Where any expression is defined in regulation 2 or in regulation 45A of the Wage Adjustment Regulations 1974, that expression has in these regulations, unless the context otherwise requires, the meaning so defined.

(2) For the avoidance of doubt it is hereby declared that in these regulations the term "instrument" (as so defined) includes—

(a) Any instrument prescribing the remuneration of any State employee; and

(b) Any determination made by the Higher Salaries Commission[; and]

[(c) Any notice of concurrence filed under section 65 (6) of the Industrial Relations Act 1973 or under that section as applied by section 66 (2) of that Act.]

[(2A) For the purposes of these regulations, a decision fixing the classification or grading of any position in the State services is an instrument prescribing a rate of remuneration.]

[[[(2B)]] In regulations 5A, 5B, and 6AA of these regulations, "instrument" includes any agreement, decision, order, determination, or Order in Council which provides for, or fixes the rate of, a reimbursing payment and which would be an instrument within the meaning of the Wage Adjustment Regulations 1974 if it fixed a rate of remuneration.

[[2C]] In these regulations, unless the context otherwise requires, "reimbursing payment" means any payment which is payable to a worker or State employee and which is so payable, by way of expenses, refunds, or allowances, to meet expenditure already incurred.]

(3) Without limiting the circumstances in which any rate of remuneration shall be treated as having been increased, any rate of remuneration shall for the purposes of these regulations be deemed to have increased proportionately in the following cases:

- (a) Where there has been any reduction in the hours or other period of work on which that remuneration is based without a corresponding reduction in the rate of remuneration:
- (b) Where there has been any increase in any minimum period of paid travelling time:
- (c) Where there has been any increase in holiday entitlement.

In subclause (2) (b) the word "; and" was added by s. 3 (1) of S.R. 1982/217.

In subclause (2), paragraph (c) was added by regulation 3 (2) of S.R. 1982/217.

Subclause (2A) was inserted by regulation 3 of S.R. 1982/194.

Subclauses (2B) and (2C) (as amended by regulation 4 (a) and (b) respectively of S.R. 1983/86) were inserted by regulation 3 of S.R. 1983/80.

**4. Powers and functions of Minister of Labour**—Any powers or functions that the Minister of Trade and Industry may exercise or perform under the Economic Stabilisation Act 1948 may, in relation to any matter arising under these regulations, be exercised by the Minister of Labour.

**5. Rates of remuneration not to be increased**—(1) Notwithstanding anything in any enactment or in any instrument, no instrument which supersedes an instrument or is an amendment of another instrument shall fix a rate of remuneration that exceeds the rate of remuneration lawfully payable under the superseded or amended instrument.

(2) For the purposes of this regulation, any instrument made at any time after the 22nd day of June 1982, purporting to increase any rate of remuneration payable under any instrument, or to provide for payment of any additional remuneration to a person (being a worker, a State employee, or any other person) whose rates of remuneration are fixed by any instrument, shall be deemed to be an amendment of the instrument by which those rates are fixed, whether the increase or payment purports to have effect before, on, or after the close of the [29th day of February 1984].

In subclause (2) the words in square brackets were substituted for the words "22nd day of June 1983" by regulation 5 of S.R. 1983/86.

**[5A. Restrictions on reimbursing payments**—(1) Notwithstanding anything in any enactment or in any instrument, no instrument which supersedes an instrument or is an amendment of another instrument shall—

- (a) Make, in respect of reimbursing payments, provision that exceeds or is otherwise more generous to the worker or State employee than that made by the superseded or amended instrument; or
- (b) Make, in relation to any type of reimbursing payment, provision that is different from the provision made in respect of that type of reimbursing payment by the superseded or amended instrument; or
- (c) Make provision for a type of reimbursing payment which was not provided for by the superseded or amended instrument.

(2) For the purposes of this regulation, any instrument made at any time after the 23rd day of May 1983, purporting, in relation to any worker or State employee whose rates of remuneration or reimbursing payments are fixed by, or provided for in, any other instrument,—

- (a) To make, in respect of reimbursing payments, provision that exceeds or is otherwise more generous to that worker or State employee than that made by the other instrument; or
- (b) To make, in relation to any type of reimbursing payment payable to that worker or State employee, provision that is different from the provision made in respect of that type of reimbursing payment by the other instrument; or
- (c) To make provision for the payment to that worker or State employee of a type of reimbursing payment which was not provided for by the other instrument,—

shall be deemed to be an amendment of the other instrument, whether the instrument made after the 23rd day of May 1983, or any provision of it, purports to have effect before, on, or after the 23rd day of May 1983.

**[5B. Suspension of increases in reimbursing payments—**(1) This regulation applies to every instrument—

- (a) Which is an instrument that supersedes an instrument or is an amendment of another instrument; and
  - (b) Which has been made at any time in the period beginning on the 16th day of May 1983 and ending on the 23rd day of May 1983; and
  - (c) Which is not an instrument that is exempted from regulation 5 of these regulations by regulation 6 (1) or regulation 6 (2) or regulation 6A (1) of these regulations.
- (2) Notwithstanding anything in any enactment or any instrument, where any instrument to which this regulation applies has—
- (a) Made, in respect of reimbursing payments, provision that exceeds or is otherwise more generous to the worker or State employee than that made by the superseded or amended instrument; or
  - (b) Made, in relation to any type of reimbursing payment, provision that is different from the provision made in respect of that type of reimbursing payment by the superseded or amended instrument; or
  - (c) Made provision for a type of reimbursing payment which was not provided for by the superseded or amended instrument,—

the provision so made shall be suspended and of no effect throughout the period beginning on the 24th day of May 1983 and ending with the close of the **[[29th day of February 1984]]** and throughout that period the provision (if any) in respect of reimbursing payments that would have had effect if the instrument to which this regulation applies had not been made shall continue to have effect.

(3) For the purposes of this regulation, any instrument made at any time in the period beginning on the 16th day of May 1983 and ending on the 23rd day of May 1983, purporting, in relation to any worker or State employee whose rates of remuneration or reimbursing payments are fixed by, or provided for in, any other instrument,—

- (a) To make, in respect of reimbursing payments, provision that exceeds or is otherwise more generous to that worker or State employee than that made by the other instrument; or

- (b) To make, in relation to any type of reimbursing payment payable to that worker or State employee, provision that is different from the provision made in respect of that type of reimbursing payment by the other instrument; or
- (c) To make provision for the payment to that worker or State employee of a type of reimbursing payment which was not provided for by the other instrument,—

shall be deemed to be an amendment of the other instrument, whether the instrument made in that period, or any provision of that instrument, purports to have effect before, on, or after the 16th day of May 1983.]

Regulations 5A and 5B were inserted by regulation 4 of S.R. 1983/80.

In subclause (2) of regulation 5B the words in double square brackets were substituted for the words "22nd day of June 1983" by regulation 6 of S.R. 1983/86.

**[[[5C.]] Disputes of interest, etc., not to be dealt with—**(1) Notwithstanding anything in any enactment or in any instrument, in the period beginning with the commencement of this regulation and ending with the close of the **[[[29th day of February 1984]]]**,—

- (a) No dispute of interest shall be heard by a conciliation council constituted under the Industrial Relations Act 1973 and no hearing of such a dispute, if that hearing has been commenced but not completed before the commencement of this regulation, shall be continued:
- (b) No dispute of interest shall be determined by the Arbitration Court and no proceedings in relation to any such dispute which have been commenced but not completed before the commencement of this regulation shall be continued:
- (c) No dispute of interest shall be negotiated under section 65 or section 66 of the Industrial Relations Act 1973 and no negotiations of such a dispute which have been commenced but not completed before the commencement of this regulation shall be completed:
- (d) No collective agreement that records a voluntary settlement arrived at under section 65 of the Industrial Relations Act 1973 in contravention of paragraph (c) of this subclause shall be registered under that section as a collective agreement:
- (e) No composite agreement that records a voluntary settlement arrived at under section 66 of the Industrial Relations Act 1973 in contravention of paragraph (c) of this subclause shall be registered under that section as a collective agreement:
- (f) No agreement (being an agreement to which section 141 of the Industrial Relations Act 1973 applies) which relates to a dispute in the nature of a dispute of interest shall be entered into:
- (g) No agreement entered into in contravention of paragraph (f) of this subclause shall be filed under section 141 of the Industrial Relations Act 1973:
- (h) No application made under section 23 of the State Services Conditions of Employment Act 1977 by any service organisation shall be negotiated, and no determination shall be issued in respect thereof, and no such application forwarded to the Public Sector Tribunal or to a Single Service Tribunal shall be heard or determined; and no proceedings in respect of any such application which have been commenced but not completed before the commencement of this regulation shall be continued:

- (i) No application made under section 219B of the Post Office Act 1959 by any service organisation shall be negotiated, and no determination shall be issued in respect thereof, and no such application forwarded to the Public Sector Tribunal or to the Post Office Staff Tribunal shall be heard or determined; and no proceedings in respect of any such application which have been commenced but not completed before the commencement of this regulation shall be continued:
- (j) No application made under section 66C of the Police Act 1958 by any service organisation shall be negotiated, and no determination shall be issued in respect thereof, and no such application forwarded to the Police Staff Tribunal shall be heard or determined; and no proceedings in respect of any such application which have been commenced but not completed before the commencement of this regulation shall be continued:
- (k) No industrial dispute which is in the nature of a dispute of interest (as defined in section 2 of the Industrial Relations Act 1973) shall be heard by the Coal Mines Council and no hearing of such a dispute that has been commenced but not completed before the commencement of this regulation shall be continued:
- (l) No conciliation proceedings in relation to any application for a principal order or for an order under section 16 (b) or section 17 of the Waterfront Industry Act 1976 shall be conducted under section 22 of that Act and no such proceedings that have been commenced but not completed before the commencement of this regulation shall be continued:
- (m) No principal order and no order under section 16 (b) or section 17 of the Waterfront Industry Act 1976 shall be made by the Waterfront Industry Tribunal and no proceedings in relation to an application for any such order which have been commenced but not completed before the commencement of this regulation shall be continued:
- (n) No agreement (being an agreement to which section 33 of the Waterfront Industry Act 1976 applies) which relates to a matter that could be the subject of a principal order or of an order under section 16 (b) or section 17 of that Act shall be entered into:
- (o) No agreement entered into in contravention of paragraph (n) of this subclause shall be filed under section 33 of the Waterfront Industry Act 1976:
- (p) No industrial question that is in the nature of a dispute of interest (as defined in section 2 (1) of the Industrial Relations Act 1973) shall be discussed or negotiated by a conciliation council appointed under section 25 of the Aircrew Industrial Tribunal Act 1971 and no discussions or negotiations of such a question which have been commenced but not completed before the commencement of this regulation shall be continued:
- (q) No industrial question that is in the nature of a dispute of interest (as defined in section 2 (1) of the Industrial Relations Act 1973) shall be determined by the Aircrew Industrial Tribunal and no proceedings in relation to any such industrial question which have been commenced but not completed before the commencement of this regulation shall be continued:
- (r) No dispute to which section 30 (1) of the Agricultural Workers Act 1977 applies shall be considered by a conciliation council

established under section 30 (2) of that Act and no consideration of such a dispute, if that consideration has been commenced but not completed before the commencement of this regulation, shall be continued:

(s) No dispute to which section 30 (1) of the Agricultural Workers Act 1977 applies shall be heard by the Agricultural Tribunal and no hearing of such a dispute, if that hearing has been commenced but not completed before the commencement of this regulation, shall be continued.

(2) Nothing in this regulation applies in respect of any hearing or proceedings or discussions or negotiations or agreement or order or registration or filing—

(a) Which relates to an instrument to which regulation 6 (1) or regulation 6 (2) or paragraphs (a) and (b) of regulation 6A (1) of these regulations apply; or

(b) Which is necessary for the purposes of resolving a dispute or question to which regulation 10 of these regulations applies.]

This regulation was inserted by regulation 4 of S.R. 1982/194 as regulation 5A, and was renumbered as 5c by regulation 5 of S.R. 1983/80.

In subclause (1) the words in double square brackets were substituted for the words "22nd day of June 1983" by regulation 7 of S.R. 1983/86.

**[5d. Voluntary agreements—**(1) Where the period of time during which any voluntary agreement (being an agreement which was filed under section 141 (1) of the Industrial Relations Act 1973 and which is specified in the Fifth Schedule to these regulations) was expressed to remain in force expired at any time before the 23rd day of June 1982, that voluntary agreement shall, during the period beginning on the 8th day of June 1983 or on the date on which that voluntary agreement was first specified in the Fifth Schedule to these regulations, whichever is the later, and ending with the close of the 29th day of February 1984, apply, as if it were still in force, to the parties on whom it was expressed to be binding.

(2) Where the period of time during which any voluntary agreement (being an agreement that was filed under section 141 (1) of the Industrial Relations Act 1973) was expressed to remain in force expired at any time in the period that began on the 23rd day of June 1982 and ended with the close of the 7th day of June 1983, that voluntary agreement shall, during the period beginning on the 8th day of June 1983 and ending with the close of the 29th day of February 1984, apply, as if it were still in force, to the parties on whom it was expressed to be binding.

(3) Where the period of time during which a voluntary agreement (being an agreement filed under section 141 (1) of the Industrial Relations Act 1973) is expressed to be in force expires at any time in the period beginning on the 8th day of June 1983 and ending with the close of the 29th day of February 1984, that agreement shall, during the period beginning on the 8th day of June 1983 and ending with the close of the 29th day of February 1984, remain in force and be binding upon the parties upon whom it is expressed to be binding.]

This regulation was inserted by regulation 8 of S.R. 1983/86.

**6. Provision in respect of major projects and expired instruments not renewed in the 1981-1982 wage round—**(1) Nothing in regulation 5 of this regulation applies in respect of an instrument that implements a complete settlement, being—

- (a) An instrument, made after the commencement of these regulations, which supersedes an expired instrument specified in the First Schedule to these regulations; or
- (b) An instrument, made after the commencement of these regulations, which applies only to workers employed on a major project specified in the Second Schedule to these regulations and which fixes the rates of remuneration payable to those workers [; or]
- [(c) An instrument, made after the commencement of these regulations, which applies only to workers (being security officers or cafeteria workers) employed on the construction of the works described in clause 2 of the National Development Order 1981 (which clause relates to the construction and operation of a plant for the production of synthetic petroleum at Motunui, North Taranaki, and associated facilities); or
- (d) An instrument, made after the commencement of these regulations, which applies only to catering workers who are employed by J.V. II or contractors to J.V. II and who are required—
- (i) To work at the Whangarei Refinery Expansion Project Site; or
- (ii) To carry out catering work within an accommodation centre or accommodation centres used exclusively for the accommodation of, and the provision of food for, workers employed by the Refinery Constructors Joint Venture or the Badger - Chiyoda Joint Venture.]
- (2) Nothing in regulation 5 of these regulations applies in respect of an instrument that implements a complete settlement, being—
- [(a) An instrument, made after the commencement of these regulations, which is—
- (i) A determination made under the State Services Conditions of Employment Act 1977 in respect of the rates of remuneration of any State employees specified in the Third Schedule to these regulations; or
- (ii) A determination by which the Higher Salaries Commission fixes the salary of any person or group of persons specified in the Third Schedule to these regulations;]
- (b) An instrument made after the commencement of these regulations, being a determination under the State Services Conditions of Employment Act 1977 in respect of Interservice Conditions and Allowances—Block A.
- (3) Notwithstanding anything in any enactment or in any instrument, no instrument which supersedes an instrument to which paragraph (a) or [paragraph (b) or paragraph (c) or paragraph (d) of subclause (1)] of this regulation or paragraph (a) or paragraph (b) of subclause (2) of this regulation applies or is an amendment of an instrument to which paragraph (a) or [paragraph (b) or paragraph (c) or paragraph (d) of subclause (1)] of this regulation or paragraph (a) or paragraph (b) of subclause (2) of this regulation applies shall fix a rate of remuneration that exceeds the rate of remuneration lawfully payable under the superseded or amended instrument.
- (4) For the purposes of this regulation, any instrument which is made at any time after the date of the making of an instrument to which paragraph (a) or [paragraph (b) or paragraph (c) or paragraph (d) of subclause (1)] of this regulation or paragraph (a) or paragraph (b) of subclause (2) of this regulation applies and which purports to increase any rate of remuneration payable under any instrument to which paragraph (a) or [paragraph (b) or



paragraph (c) or paragraph (d) of subclause (1)] of this regulation or paragraph (a) or paragraph (b) of subclause (2) of this regulation applies, or to provide for payment of any additional remuneration to a person (being a worker, a State employee, or any other person) whose rates of remuneration are fixed by an instrument to which paragraph (a) or [paragraph (b) or paragraph (c) or paragraph (d) of subclause (1)] of this regulation or paragraph (a) or paragraph (b) of subclause (2) of this regulation applies, shall be deemed to be an amendment of the instrument by which those rates are fixed, whether the increase or payment purports to have effect before, on, or after the close of the [29th day of February 1984].

(5) For the purposes of this regulation, “complete settlement” means—

- (a) In relation to an instrument (not being a determination made under the State Services Conditions of Employment Act 1977), a complete settlement arrived at between the parties to the instrument; and
- (b) In relation to a determination made under the State Services Conditions of Employment Act 1977, an agreement in writing which relates to all the issues involved in the determination and which is reached with the service organisation or service organisations whose members are affected by the determination.

[(6) A determination by which the Higher Salaries Commission fixes the salary of any person or group of persons specified in the Third Schedule to these regulations shall, for the purpose of this regulation, be deemed to be an instrument implementing a complete settlement.]

In subclause (1) (b) the word “; or” was added by regulation 3 (1) of S.R. 1982/172.

In subclause (1), paras. (c) and (d) were added by regulation 3 (2) of S.R. 1982/172.

In subclause (2), para. (a) was substituted for the original para. (a) by regulation 3 (1) of S.R. 1983/55.

In subclause (3) the words in square brackets were, in each case, substituted for the words “paragraph (b) of subclause (1)” by regulation 3 (3) of S.R. 1982/172.

In subclause (4) the words in the first, second, and third sets of square brackets were substituted for the words “paragraph (b) of subclause (1)” by regulation 3 (3) of S.R. 1982/172, and the words in the fourth set of square brackets were substituted for the words “22nd day of June 1983” by regulation 9 of S.R. 1983/86.

Subclause (6) was added by regulation 3 (2) of S.R. 1983/55.

**[6A. Exemptions—**(1) Nothing in regulation 5 of these regulations applies in respect of any instrument that implements a complete settlement, being an instrument which—

- (a) Is made after the commencement of these regulations; and
- (b) Is specified in the Fourth Schedule to these regulations; and
- (c) Contains terms relating to remuneration **[[or to both remuneration and reimbursing payments]]**, all of which, after having been referred to the Wage Freeze Authority on the application of the parties, or, if there are not 2 or more parties, on the application of the employer, have been approved by it.

(2) Notwithstanding anything in any enactment or in any instrument, no instrument which supersedes an instrument to which subclause (1) of this regulation applies or is an amendment of an instrument to which subclause (4) of this regulation applies shall fix a rate of remuneration that exceeds the rate of remuneration lawfully payable under the superseded or amended instrument.

(3) For the purposes of this regulation, any instrument which is made at any time after the date of the making of an instrument to which subclause (1) of this regulation applies and which purports to increase any rate of remuneration payable under any instrument to which subclause (1) of this regulation applies, or to provide for payment of any additional remuneration

to a person (being a worker, a State employee, or any other person) whose rates of remuneration are fixed by an instrument to which subclause (1) of this regulation applies, shall be deemed to be an amendment of the instrument by which those rates are fixed, whether the increase or payment purports to have effect before, on, or after the close of the **[[29th day of February 1984]]**.

- (4) For the purposes of this regulation, “complete settlement” means—
- (a) In relation to an instrument (not being a determination made under the State Services Conditions of Employment Act 1977), a complete settlement arrived at between the parties to the instrument; and
  - (b) In relation to a determination made under the State Services Conditions of Employment Act 1977, an agreement in writing which relates to all the issues involved in the determination and which is reached with the service organisation or service organisations whose members are affected by the determination.

In subclause (1)(c) the words in double square brackets were inserted by regulation 6 of S.R. 1983/80.

In subclause (3) the words in double square brackets were substituted for the words “22nd day of June 1983” by regulation 10 of S.R. 1983/86.

**[[6AA. Exemptions in respect of reimbursing payments—(1) This regulation applies to every instrument that is exempted from regulation 5 of these regulations by regulation 6 (1) or regulation 6 (2) or regulation 6A (1) of these regulations.**

(2) Nothing in regulation 5A of these regulations applies in respect of an instrument to which this regulation applies.

(3) Notwithstanding anything in any enactment or in any instrument, no instrument which supersedes an instrument to which this regulation applies or is an amendment of an instrument to which this regulation applies shall—

- (a) Make, in respect of reimbursing payments, provision that exceeds or is otherwise more generous to the worker or State employee than that made by the superseded or amended instrument; or
- (b) Make, in relation to any type of reimbursing payment, provision that is different from the provision made in respect of that type of reimbursing payment by the superseded or amended instrument; or
- (c) Make provision for a type of reimbursing payment which was not provided for by the superseded or amended instrument.

(4) For the purposes of this regulation, any instrument which is made at any time after the date of the making of an instrument to which this regulation applies and which purports, in relation to any worker or State employee whose rates of remuneration or reimbursing payments are fixed by, or provided for in, any instrument to which this regulation applies,—

- (a) To make, in respect of reimbursing payments, provision that exceeds or is otherwise more generous to that worker or State employee than that made by the instrument to which this regulation applies; or
- (b) To make, in relation to any type of reimbursing payment payable to that worker or State employee, provision that is different from the provision made in respect of that type of reimbursing payment by the instrument to which this regulation applies; or
- (c) To make provision for the payment to that worker or State employee of a type of reimbursing payment which was not provided for by the instrument to which this regulation applies,—

shall be deemed to be an amendment of the instrument to which this regulation applies, whether the instrument made after the date of the making of the instrument to which this regulation applies, or any provision of it, purports to have effect before, on, or after the 23rd day of May 1983.]]

This regulation was inserted by regulation 7 of S.R. 1983/80.

**[6B. Wage Freeze Authority]**—(1) There is hereby established an authority to be known as the Wage Freeze Authority.

(2) The Wage Freeze Authority shall consist of one person, who shall be appointed by the Governor-General by Order in Council.

**[6C. Term of office]**—Subject to regulation 6D of these regulations, the person constituting the Wage Freeze Authority shall hold office until the close of the [[29th day of February 1984]].

The words in double square brackets were substituted for the words "22nd day of June 1983" by regulation 11 of S.R. 1983/86.

**[6D. Extraordinary vacancies]**—(1) The person constituting the Wage Freeze Authority may at any time be removed from office by the Governor-General for disability, bankruptcy, neglect of duty, or misconduct proved to the satisfaction of the Governor-General, or may at any time resign his office by written notice given to the Minister.

(2) If the person constituting the Wage Freeze Authority dies or resigns or is removed from office, the vacancy thereby created shall be deemed to be an extraordinary vacancy.

(3) An extraordinary vacancy shall be filled by the appointment of a person in the same manner as the appointment of the person vacating the office.

**[6E. Member and officers to maintain secrecy]**—The person constituting the Wage Freeze Authority and every person engaged or employed in connection with the work of the Authority shall maintain and aid in maintaining the secrecy of all matters which come to his knowledge when carrying out his functions or duties under these regulations, and shall not communicate any such matters to any person except in the discharge of his duties under these regulations.

**[6F. Remuneration and travelling allowances]**—(1) The Wage Freeze Authority is hereby declared to be a statutory Board within the meaning of the Fees and Travelling Allowances Act 1951.

(2) There shall be paid out of money appropriated by Parliament for the purpose to the person constituting the Wage Freeze Authority remuneration by way of fees, salary, or allowances and travelling allowances and expenses in accordance with the Fees and Travelling Allowances Act 1951, and the provisions of that Act shall apply accordingly.

**[6G. Functions of Authority]**—The function of the Wage Freeze Authority shall be to receive and determine applications under regulation 6A (1) (c) of these regulations for its approval of terms relating to remuneration [[or to both remuneration and reimbursing payments]].

The words in double square brackets were added by regulation 8 of S.R. 1983/80.

**[[6H. Criteria for Authority]**—The Authority shall give its approval under regulation 6A (1) (c) of these regulations only if—

- (a) In respect of the rates of remuneration fixed by the instrument, it is satisfied—
  - (i) That those rates are directly comparable with, and in any event not in excess of other rates for the time being fixed for, positions carrying corresponding duties—
    - (A) In the employer's undertaking; or
    - (B) Where there is no such position in the employer's undertaking but there is such a position or there are such positions in another undertaking in the same locality, in that other undertaking in the same locality; or
    - (C) Where there is no such position either in the employer's undertaking or in another undertaking in the same locality, in the same industry; or
  - (ii) Where the instrument relates to any work or process that is intermittent or occasional in nature, and there are no rates of remuneration for the time being fixed in relation to any directly comparable work or process in the employer's undertaking or in another undertaking in the same locality or in the same industry, that the rates of remuneration fixed by the instrument bear the same relationship to those payable in the employer's undertaking or the same industry or a similar undertaking or a similar industry, as the case may be, as the rates of remuneration have customarily borne to the rates of remuneration payable in the employer's undertaking or the same industry or a similar undertaking or a similar industry, as the case may be; and
- (b) In respect of any provision made by the instrument for reimbursing payments, it is satisfied—
  - (i) That the provision for reimbursing payments made by the instrument is directly comparable with, and in any event not in excess of, or otherwise more generous than, the provision for the time being made in respect of workers or State employees holding positions carrying corresponding duties—
    - (A) In the employer's undertaking; or
    - (B) Where there is no such position in the employer's undertaking but there is such a position or there are such positions in another undertaking in the same locality, in that other undertaking in the same locality; or
    - (C) Where there is no such position either in the employer's undertaking or in another undertaking in the same locality, in the same industry; or
  - (ii) Where the instrument relates to any work or process that is intermittent or occasional in nature, and there is no provision for the time being for the making of reimbursing payments to any worker or State employee engaged in any directly comparable work or process in the employer's undertaking or in another undertaking in the same locality or in the same industry, that the provision for reimbursing payments made by the instrument bears the same relationship to that made in the employer's undertaking or the same industry or a similar undertaking or a similar industry, as the case may be, as the provision for

reimbursing payments has customarily borne to the provision for reimbursing payments made in the employer's undertaking or the same industry or a similar undertaking or a similar industry, as the case may be.]]

This regulation was substituted for the former regulation 6H (as inserted by regulation 5 of S.R. 1982/194) by regulation 9 of S.R. 1983/80.

**[6i. Powers of Authority]**—For the purpose of carrying out its functions under this Act, the Wage Freeze Authority shall be deemed to be a Commission of Inquiry under the Commissions of Inquiry Act 1908, and the provisions of that Act, except sections 2, 4A, 11, and 12, shall apply accordingly.

**[6j. Procedure]**—(1) The applicants or applicant shall, in making an application for the purposes of regulation 6A (1)(c) of these regulations, state in the application the details of the grounds on which the Wage Freeze Authority's consent is sought.

(2) The Wage Freeze Authority may, if it thinks fit, consider and determine any application without a formal hearing, but, in that case,—

- (a) Shall give the applicants or applicant a reasonable opportunity to make submissions to it in writing in relation to the application; and
- (b) Shall have regard to all relevant submissions made to it in writing in relation to the application.

**[6k. Services for Authority, etc.]**—The Registrar of the Arbitration Court shall provide such secretarial, recording, and clerical services as may be necessary to enable the Wage Freeze Authority to discharge its functions.

**[6l. Authority to have seal]**—The Wage Freeze Authority shall have a seal, which shall be judicially noticed by all Courts for all purposes.]

Regulations 6A–6L were inserted by regulation 5 of S.R. 1982/194.

**7. Prohibition of registration, etc.]**—No instrument that contravenes regulation 5 (1) or [regulation 5A (2) or regulation 6 (3) or regulation 6A (2) or regulation 6AA (3)] of these regulations shall be—

- (a) Registered or filed under any provision of the Industrial Relations Act 1973; or
- (b) Certified under section 30 of the Aircrew Industrial Tribunal Act 1971; or
- (c) Lodged under section 34 of the Agricultural Workers Act 1977.

The words in square brackets were substituted for the words “regulation 6 (3) or regulation 6A (2)” (as amended by regulation 6 of S.R. 1982/194) by regulation 10 (1) of S.R. 1983/80.

**8. Offences]**—(1) Without limiting the provisions of section 18 of the Economic Stabilisation Act 1948, every person commits an offence, and is liable accordingly to the penalties specified in subsection (3) of that section, who—

- (a) Without lawful justification or excuse acts in contravention of or fails to comply with any provision of these regulations; or
- (b) Either alone or in combination with any other person or group or body of persons, does any act with the intention of defeating or evading any provision of these regulations.

(2) Every payment made by an employer to a worker in breach of any provision of these regulations shall be deemed to be a separate offence, whether there are several such payments to the same worker or to different workers.

(3) Any information for an offence against these regulations may include 2 or more offences alleged to have been committed by the defendant.

**9. Savings**—(1) Nothing in these regulations prevents any increase in any rate of remuneration payable to an individual in any of the following cases:

- (a) Where the increase is made as the result of the promotion of the individual from one established position to another established position:
- (b) Where the increase is made in accordance with an existing salary scale or arrangement providing for the increase on the grounds of age, service, merit, or qualifications:
- (c) Where the increase is made on the grounds that the duties or responsibilities of the individual have substantially increased.

(2) Nothing in these regulations prevents—

- (a) The formal creation or completion of an instrument, where—
  - (i) A formal process is necessary, pursuant to any provision of any enactment, for the creation or completion of that instrument; and
  - (ii) That instrument implements a complete settlement of a dispute or question, being a settlement arrived at by the parties to the instrument before the commencement of these regulations;
- (b) The operation of an instrument to which paragraph (a) of this subclause applies.

(3) Nothing in these regulations prevents an employing authority under the State Services Conditions of Employment Act 1977 from issuing a determination under that Act where the service organisation or service organisations whose members are affected by the determination had at the commencement of these regulations reached agreement in writing on the amount of the increase to be applied to the existing rate of remuneration.

(4) Except as expressly provided in these regulations, nothing in these regulations limits the provisions of the Wage Adjustment Regulations 1974.

**10. Saving in relation to disputes**—(1) This regulation applies to every dispute or question which involves a rate or rates of remuneration and which, before the commencement of these regulations, has been referred, pursuant to any enactment, to—

- (a) A Court or tribunal; or
- (b) A compulsory conference called under section 120 of the Industrial Relations Act 1973; or
- (c) A committee of inquiry appointed under section 121 of the Industrial Relations Act 1973.

(2) In relation to any dispute or question to which this regulation applies, nothing in these regulations prevents—

- (a) The creation or completion of an instrument comprising or implementing—
  - (i) The determination of the Court or tribunal; or
  - (ii) The decision of the compulsory conference; or
  - (iii) The results or findings of the committee of inquiry; or

- (b) The registration, filing, certification, or lodging under any Act of any instrument to which paragraph (a) of this subclause applies; or  
 (c) The operation of any instrument to which paragraph (a) of this subclause applies.

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SCHEDULES

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FIRST SCHEDULE

Reg. 6 (1) (a)

EXPIRED INSTRUMENTS NOT RENEWED IN THE 1981-1982 WAGE ROUND

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Document No. of Expired Instrument	Name of Expired Instrument
1556	Kapuni Ammonia Urea Construction Composite Agreement
905	New Zealand Actors and Actresses and Related Performers (Commercial and Film Performances) Award
93	Tasman Pulp and Paper Co. Ltd., Engine Drivers, Firemen and Greasers Collective Agreement (Voluntary)
203	Tasman Pulp and Paper Co. Ltd., Kawerau Pulp and Paper Workers Collective Agreement (Voluntary)
207	Tasman Pulp and Paper Co. Ltd., Mt Maunganui Pulp and Paper Workers Collective Agreement (Voluntary)
450	Tasman Pulp and Paper Co. Ltd., Timber Workers Collective Agreement (Voluntary)
228	Carter Oji Kokusaku Pan Pacific Ltd., Security Officers Collective Agreement (Voluntary)
238	Carter Oji Kokusaku Pan Pacific Ltd., Pulp and Paper Workers Collective Agreement (Voluntary)
263	Carter Oji Kokusaku Pan Pacific Ltd., Factory Engineers Collective Agreement (Voluntary)
281	Carter Oji Kokusaku Pan Pacific Ltd., Timber Workers Collective Agreement (Voluntary)
709	Caxton Paper Mills Ltd., Factory Engineers Collective Agreement (Voluntary)
717	Caxton Paper Mills Ltd., Electrical Workers Collective Agreement (Voluntary)
719	Caxton Paper Mills Ltd., Painters and Decorators Collective Agreement (Voluntary)
747	Caxton Paper Mills Ltd., Pulp and Paper Workers Collective Agreement (Voluntary)
600	Winstone Samsung Industries Ltd., Pulp and Paper Workers Collective Agreement (Voluntary)
1243	Winstone Samsung Industries Ltd., Electrical Workers Collective Agreement (Voluntary)
1248	Winstone Samsung Industries Ltd., Factory Engineers Collective Agreement (Voluntary)
1252	Winstone Samsung Industries Ltd., Timber Workers Collective Agreement (Voluntary)
1299	Winstone Samsung Industries Ltd., Security Officers Collective Agreement (Voluntary)
[87	Otago and Southland Chartered Accountants Employees Award

FIRST SCHEDULE—*continued*

- 889 Whangarei Refinery Expansion Project Security Officers Collective Agreement (Voluntary)
- 934 Kawerau Contractors Metal Trades Workers Collective Agreement (Voluntary)
- 768 Kaingaroa Logging Co. Ltd., Timberworkers Collective Agreement (Voluntary)
- 1508 Tokoroa Township Contractors Engineers and Boilermakers Composite Agreement
- 975 Kawerau Contractors Boilermakers Collective Agreement (Voluntary)
- 1555 Kapuni Ammonia Urea Construction Engineering Workers Collective Agreement (Voluntary)
- [[662 Farm Meats (Wairarapa Ltd.) Employees Award]]
- 686 New Zealand Oil Exploration Workers Award
- 312 Fur Dresses and Dyers (NZ) Ltd., Dunedin Employees Collective Agreement (Voluntary)
- 610 Tasman Pulp and Paper Co. Ltd., Plumbers Collective Agreement (Voluntary)
- 1427 Northern, Wellington, Nelson, Canterbury and Otago and Southland Production Workers Engaged in Community Theatres Award
- Caxton Paper Mills Limited Clerical Workers Wages and Salary Scale dated the 22nd day of May 1981
- 120 New Zealand Seamen's Offshore Oil/Gas Operations Award
- 316 New Zealand Merchant Service Guild Offshore Oil/Gas Operations Award
- 537 New Zealand Institute of Marine and Power Engineers Offshore Oil/Gas Operations Voluntary Agreement]
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- The items in single square brackets were added by regulation 4 of S.R. 1982/172, the item in double square brackets having been substituted for the former item by regulation 7 (1) of S.R. 1982/194.
- [259 Northern, Wellington, Canterbury and Otago and Southland Seekers/Answer Services Employees Award]
- This item was added by regulation 5 (1) of S.R. 1982/172, to take effect on 2 August 1982.
- [232 Dawn Meat (NZ) Ltd. and W. Richmond Ltd., Employees Collective Agreement (Voluntary)]
- This item was added by regulation 6 (1) of S.R. 1982/172, to take effect on 12 August 1982.
- [— Instrument recording Wanganui Abattoir Company Ltd., Management Staff Salaries
- [[— Instrument recording the wages of totalisator staff employed by Central Districts' member racing clubs of Portable Electric Totalisator Limited (collectively known as the P.E.T. circuit)]]
- New Zealand Refining Company Limited Domestic Contractors Site Agreement
- 960 Turners and Growers Shift Engineers Voluntary Agreement
- 486 Vessel "Geco Kappa" Cooks' and Stewards' Collective Agreement (Voluntary)
- 679 New Zealand Harbour Boards' Harbourmasters and Pilots Award



FIRST SCHEDULE—*continued*

## 148 Wairarapa By-Products Ltd., Employees Collective Agreement (Voluntary)]

The items in the above set of single square brackets were added by regulation 7 (2) of S.R. 1982/194, the item in double square brackets having been substituted for the former item by regulation 3 (1) of S.R. 1983/76.

## [130 Wilson &amp; Horton Ltd., Senior Engineer and Shift Engineers Voluntary Agreement]

This item was added by regulation 8 (1) of S.R. 1982/194, to take effect on 31 August 1982.

## [1210 Polar Cold Storage Limited Employees Collective Agreement (Voluntary)

## 878 Tascor (N.Z.) Limited Workers' Collective Agreement (Voluntary)

— Instrument recording Presbyterian Social Service Association (Auckland) Incorporated Social Worker Staff Salary Scales

— Instrument recording Tamahere Eventide Home Staff Salary and Wage Rates other than for staff covered by the New Zealand Rest Homes' Employees Award

— Robert Stone and Company Limited Tokoroa Engineers' Townshop Agreement

— Robert Stone and Company Limited Tokoroa Boilermakers' Townshop Agreement.]

The items in the above set of single square brackets were added by regulation 3 of S.R. 1982/234.

[— Instrument that embodies the Code of Practice which relates to juveniles employed on milk deliveries and which was entered into by the New Zealand Federation of Milk Vendors Incorporated.

— Instrument recording the conditions of employment of persons—

(a) Who are employed as bushmen, machine operators, log truck drivers and in other capacities by the Contractor members of the Kaingaroa Logging Contractors' Association (Inc.); and

(b) Who are so employed specifically on contract logging and related operations for the New Zealand Forest Service in the Bay of Plenty—Taupo area under terms and conditions identical with those contained in the Bay of Plenty Regional Agreement entered into by the State Services Commission and the New Zealand Timber Industry Employees Industrial Union of Workers.

— Instrument which prescribes conditions of employment for workers employed in venison and lamb processing by Progressive Meats Limited at Hastings, and which contains conditions identical with those in the Dawn Meat (NZ) Ltd. and W. Richmond Ltd., Employees Collective Agreement (Voluntary), dated 17 August 1981.]

The items in the above set of single square brackets were added by regulation 3 of S.R. 1982/263.

[— Instrument recording salaries of office staff employed by the Presbyterian Church of New Zealand in Wellington and Whakatane.]

This item was added by regulation 3 of S.R. 1982/273.

FIRST SCHEDULE—*continued*

- [— Instrument recording Pufflett and Smith Limited supervisory stevedoring staff salaries.
- Instrument recording The Trust Board of the Hohepa Homes for Care and Curative Education Staff Remuneration (except the remuneration of employees whose employment is subject to the New Zealand Clerical Workers Award).]

The items in the above set of single square brackets were added by regulation 4 of S.R. 1983/55.

- [527 Northern Industrial District Chartered Accountants Employees Collective Agreement (Voluntary) together with various agreed changes to that collective agreement (not implemented by a registered collective agreements) effective from 1 July 1979, 1 September 1980, and 1 October 1981 respectively.]

This item was added by regulation 3 (2) of S.R. 1983/76.

Reg. 6 (1) (b)

## SECOND SCHEDULE

## MAJOR PROJECTS

[1. Major extensions to the steel mill at Glenbrook owned by New Zealand Steel Limited, a duly incorporated company having its registered office at Glenbrook, South Auckland; and including the following associated work carried out by New Zealand Steel Development Limited and any contractors to that company and any subcontractors to those contractors and their respective employees, namely,—

- (a) Road strengthening and widening of West Road for a distance of approximately 1 kilometre from the construction site, being strengthening and widening necessary to enable heavy lifts to be brought to the site;
- (b) The construction and installation of an air separation plant adjacent to the Glenbrook site;
- (c) The construction and installation of the water pipeline system from the Waikato River to the Glenbrook site, including the Ruakahua Dam and the Water Treatment Plant;
- (d) The expansion of the ironsand mining and concentration plant at Waikato North Head;
- (e) The construction and installation of the sewage pipeline link to the Waiuku Borough Treatment Ponds;
- (f) The construction and installation of the transportation system for ironsand concentrate between Waikato North Head and the Glenbrook site;

Provided that nothing in this clause applies in respect of work carried out by any Government Department or by any local authority or by the New Zealand Railways Corporation or by their respective employees.]

[2. The construction by or on behalf of Petralgas Chemicals N.Z. Limited, a duly incorporated company having its registered office in Wellington, of—

- (a) A plant for the production of methanol at Mamaku Road, Waitara; and
- (b) Methanol storage tanks and associated facilities as detailed in Contracts Numbers K034/2, K160, K161, K162, and K163, being contracts applicable to work solely at Port Taranaki, New Plymouth.]

Clause 1 was substituted for the original clause 1 by regulation 4 of S.R. 1982/263.

Clause 2 was substituted for the original clause 2 by regulation 5 of S.R. 1983/55.

## THIRD SCHEDULE

Reg. 6 (2) (a)

STATE EMPLOYEES WHOSE REMUNERATION IS STILL UNDER NEGOTIATION IN  
THE 1981-1982 WAGE ROUND

*Public Service*

Employees in the following occupational classes:

[Dairy Instruction	..	112.1 (Grades 112.110 and 112.111 only)]
Meat Inspectors	..	114.1
Nautical Services	..	205.1
Harbourmasters	..	[205.2]
Aviation Calibration	..	550.1
Aviation Calibration	..	550.2
Airworthiness	..	553.1

*Hospital Service*

Hospital Laundry Managers in General Hospitals employed under Hospital Service Determination DG35.

*[Timber Workers*

Timber Workers employed under the Bay of Plenty Regional Agreement Determination No. 479.]

The item relating to Dairy Instruction was inserted by regulation 6 of S.R. 1983/55, and in the item relating to Harbourmasters the expression "205.2" was substituted for the expression "205.1" by regulation 7 (1) of S.R. 1982/172.

The words relating to Timber Workers in the final set of square brackets were added by regulation 7 (2) of S.R. 1982/172.

## [FOURTH SCHEDULE

Reg. 6A (1) (b)

## INSTRUMENTS THAT MAY BE EXEMPTED

1. Instruments entered into with Hawke's Bay Farmers' Meat Co. Ltd., covering work that is currently being carried out under interim agreements known as—

- (a) Whakatu New Fellmongery Interim Agreement:
- (b) Whakatu Wool Pullers Interim Agreement:
- (c) Takapau Interim Plant Productivity Scheme.

2. Instruments entered into with Pacific Freezing (N.Z.) Ltd., in respect of Oringi covering work that is currently being carried out under interim agreements known as—

- (a) Interim incentive payments for slaughtermen:
- (b) Casings calibrating department interim incentive bonus:
- (c) Lamb cut room interim incentive bonus:
- (d) Rendering interim incentive bonus:
- (e) Offal interim incentive bonus:
- (f) Stockyards interim incentive bonus:
- (g) Freezer interim incentive bonus:
- (h) Gardeners and stores interim incentive bonus:
- (i) Special bonus rates skids and gambals interim incentive bonus.

3. The New Zealand Refining Company Limited Marsden Point Whangarei Turnaround Agreement.

[[ [4. Instruments entered into with the Shipping Corporation of New Zealand Limited (acting for Balfour Kilpatrick Limited) or Parry Brothers

FOURTH SCHEDULE—*continued*

Limited to prescribe conditions of employment for work to be carried out by New Zealand maritime personnel on vessels associated with the repair of the Cook Strait HVDC Transmission submarine power cables.]

5. An instrument entered into with New Zealand Cement Holdings Limited to prescribe conditions of employment for workers employed in the carriage of limestone by road from the Company's Dunback quarry to its Burnside Cement works on a continuous shift basis.

6. An instrument entered into with the State Services Commission to prescribe conditions of employment for Tongariro Group Station Employees of the Electricity Division of the Ministry of Energy applicable during the commissioning of the Rangipo Underground Power Station.

7. Any instrument—

(a) Which is a notice of concurrence filed under section 65 (6) of the Industrial Relations Act 1973 or under that section as applied by section 66 (?) of that Act in relation to any of the following collective agreements or composite agreements, namely,—

(i) Document No. 183 Wilsons (NZ) Portland Cement Limited Conversion Project Composite Agreement:

(ii) Document No. 395 Huntly Power Project Construction Composite Agreement:

(iii) Document No. 1556 Kapuni Ammonia Urea Construction Employees Composite Agreement:

(iv) Document No. 1555 Kapuni Ammonia Urea Engineering Workers Collective Agreement (Voluntary):

(v) Document No. 846 Tiwai Smelter Construction Project Composite Agreement:

(vi) Document No. 567 New Zealand Forest Products Limited Kinleith and Whakatane Site Concurrence (Combined Unions) Composite Agreement:

(vii) Document No. 1580 New Zealand Forest Products Limited Kinleith and Whakatane Site Concurrence Composite Agreement:

(viii) Document No. 1573 Patea Hydro Electric Scheme Construction Project B Collective Agreement (Voluntary):

(ix) Document No. 1574 Patea Hydro Electric Scheme Construction Project A Composite Agreement:

(x) Document No. 1511 Whangarei Refinery Expansion Project Composite Agreement or an agreement lawfully superseding that agreement:

(xi) Document No. 889 Whangarei Refinery Expansion Project Security Officers Collective Agreement (Voluntary) or an agreement lawfully superseding that agreement; and

(b) Which settles the terms and conditions of employment of workers who are working on or are to work on the site described in the collective agreement or composite agreement; and

(c) Which relates only to work to be carried out on the site described in the collective agreement or composite agreement.]]

[[8. An instrument entered into with the Union Steam Ship Company of New Zealand Limited (acting for Western Geophysical Company) to prescribe conditions of employment for work to be carried out by cooks and stewards on the seismic survey vessel *Western Odyssey*.

9. An instrument entered into with the Rotorua Area Electricity Authority to prescribe conditions of employment for work to be carried out by control room operators on and after the commissioning of the Wheao power scheme.

FOURTH SCHEDULE—*continued*

10. An instrument entered into with Dales Freightways Limited to prescribe conditions of employment for drivers employed in the carriage by road, between the hours of midnight and 6 a.m., of heavy plant and equipment from Port Taranaki to the construction site of the plant for the production of synthetic petroleum at Motunui, North Taranaki.

11. An instrument to amend the following subclauses of Document No. 519, Advanced Meat Limited and A.M.L. Meats Limited Workers Award, namely,—

- (a) Subclause 4 (b) (ii):
- (b) Subclause 4 (b) (iii):
- (c) Subclause 4 (b) (vi) (with the exception of subclause 4 (b) (vi) (A)):
- (d) Subclause 4 (c) (ii):
- (e) Subclause 4 (c) (iii):
- (f) Subclause 4 (d) (ii):
- (g) Subclause 4 (d) (iii).

12. An instrument or instruments to be entered into with the Shipping Corporation of New Zealand Limited (acting for a joint venture the principals of which are The Pacific Norse Shipping Limited of Bermuda and the Shipping Corporation of New Zealand Limited) to prescribe conditions of employment for personnel employed on M.V. *New Zealand Alliance*. **]]**

**[[**13. An instrument or instruments entered into with The Golden Bay Cement Company Limited to prescribe conditions of employment for cement silo workers to be employed at the company's Lyttelton and Dunedin bulk cement depots.

14. An instrument entered into with Canterbury Venison (N.Z.) Limited to prescribe conditions of employment for workers engaged in the slaughtering and processing of deer and the receiving, storing, boning, cutting, trimming, washing, packing, weighing, strapping, sealing, banding, freezing, sawing, loading in or out of chambers or holding stores or both of any carcass of mutton or lamb or game meat at the company's premises at Seafield Road, Ashburton.

15. An instrument or instruments entered into with any or all of the employer parties named in the Auckland Racing Club Totalisator Employees Voluntary Agreement dated 3 December 1981 and the Racing, Trotting and Hunt Clubs' Totalisator Employees Voluntary Agreement dated 3 February 1982 prescribing conditions of employment for AMTOTE TIM 360 terminal operators. **]]**

**[[**16. Instruments entered into with the New Zealand Waterside Employers Industrial Union of Employers and the New Zealand Harbour Boards Industrial Union of Employers to prescribe conditions of employment for waterside workers, harbour board employees, tally clerks, and foremen stevedores employed to work Broken Hill Proprietary Ltd. quarter ramp roll-on/roll-off vessels at New Zealand ports other than when these vessels are worked at Union Maritime Services Limited seacargo terminals.

17. An instrument entered into with the Wanganui City Council to prescribe conditions of employment for the Bason Botanical Reserve Custodian. **]]**

**[[**18. An instrument entered into with Associated Stevedores Limited to prescribe conditions of employment for waterside workers employed to work Gearbulk gantry crane vessels at the port of Dunedin. **]]**

FOURTH SCHEDULE—*continued*

[[19. Any instrument—

- (a) Which is a notice of concurrence filed under section 65 (6) of the Industrial Relations Act 1973 (as applied by section 66 (2) of the Industrial Relations Act 1973) in relation to Document No. 514 Te Marua Water Storage and Treatment Project Workers Composite Agreement; and
- (b) Which settles the terms and conditions of employment of workers who are working on or are to work on the site described in the composite agreement; and
- (c) Which relates only to work to be carried out on the site described in the composite agreement.

20. An instrument entered into with New Zealand Cement Holdings Limited to prescribe conditions of employment for cement silo workers to be employed at the company's Nelson bulk cement depot.

21. Instruments entered into with the New Zealand Waterside Employers Industrial Union of Employers and the New Zealand Harbour Boards Industrial Union of Employers to prescribe conditions of employment for waterside workers, harbour board employees, tally clerks, and foremen stevedores employed to work Toyofuji Kaiun Kaisha Limited quarter ramp roll-on/roll-off vessels at New Zealand ports.

22. An instrument entered into with the Dunedin Master Butchers Association Co-operative Limited to prescribe conditions of employment for workers to be employed in the lamb cutting section of the company's packaging plant at Burnside, Dunedin.

23. An instrument entered into with the Auckland Regional Authority to prescribe an allowance for bus drivers engaged in driving M.A.N. SG220 articulated buses.

[24. An instrument or instruments entered into with the Fletcher Spie Capag Joint Venture and any sub-contractors to that Joint Venture to prescribe conditions of employment for engineers, labourers, and drivers employed on the construction of Stages 1 and 2 of the Hawke's Bay Natural Gas Pipeline.]

25. An instrument or instruments entered into with Wilsons (NZ) Portland Cement Limited to prescribe allowances for employees of that company employed during the commissioning of the integrated dry process line at the company's Portland cement works. Any allowances so prescribed shall apply only during the commissioning process.

26. An instrument or instruments entered into with GMP Holdings Limited and any sub-contractors to that company to prescribe industrial and site allowances for workers employed on the construction of the Transit Circle Facility for the Federal Government of the United States of America at Black Birch Ridge, Marlborough.

[27. An instrument or instruments entered into with Joint Venture Züblin Williamson and any contractors or subcontractors to Joint Venture Züblin Williamson to prescribe conditions of employment—

- (a) For workers to be employed on the construction of the Clyde Dam on the Clyde power scheme within the site boundaries as shown in Drawings 8/1291/10/6834/3 and 8/1291/10/6834/4 contained in the contract documents; and
- (b) For workers to be employed on work in areas allocated to Joint Venture Züblin Williamson by the Ministry of Works and Development within the boundary of the Aggregate Borrow Area as shown and marked in Drawing 8/1291/10/6834/8 contained in the contract documents; and

FOURTH SCHEDULE—*continued*

- (c) For workers to be employed on work in areas allocated to Joint Venture Züblin Williamson by the Ministry of Works and Development within the boundaries of the railway siding as shown and marked in Drawing 8/1291/10/6834/5 contained in the contract documents; and
- (d) For workers to be employed on work in the cement handling facility allocated to Joint Venture Züblin Williamson by the Ministry of Works and Development and also on work (being work associated with the work carried out in that facility) in the sealed rail working area adjacent to the facility as shown in Drawing 8/1291/10/6834/5 contained in the contract documents. ] ]

[[28. An instrument entered into with H. and L. J. Goldsmith of Mill Road, RD 1, Bombay, South Auckland, trading as a partnership under the name of Beechcroft Quality Rabbit Products, to prescribe conditions of employment for work to be carried out by workers engaged in slaughtering, preparing, packaging, and distributing rabbits and rabbit products.

29. An instrument entered into with Napier Refuse Contractors Limited to prescribe conditions of employment for work to be carried out by drivers and lifters on rubbish collection in the City of Napier.

30. An instrument or instruments entered into with the Hawke's Bay Harbour Board to prescribe conditions of employment for work to be carried out by deck officers, marine engineers, and Hawke's Bay Harbour Board employees on and associated with the tug *Maungatea* on its 1983 survey voyage from Napier to Lyttelton and return and during the intervening period at Lyttelton.

31. An instrument or instruments entered into with the Timaru Harbour Board to prescribe conditions of employment for work to be carried out by deck officers, marine engineers, and Timaru Harbour Board employees on and associated with the dredge *W. H. Orbell* on its 1983 survey voyage from Timaru to Lyttelton and return and during the intervening period at Lyttelton. ] ]

[[32. An instrument or instruments entered into with Bechtel Pacific Corporation Limited and any subcontractors to that company to prescribe hourly rates of pay for trainee welders and trainee pipefitters while engaged in a training programme at the Taranaki Polytechnic and, in relation to trainee pipefitters, while they continue their training programme for a further period of 6 months on the construction of the works described in clause 2 of the National Development Order 1981 (which clause relates to the construction and operation of a plant for the production of synthetic petroleum at Motunui, North Taranaki, and associated facilities).

33. An instrument entered into with Nationwide Food Service (NZ) Limited to prescribe conditions of employment for work to be carried out by catering staff on the semi-submersible oil drilling rig, Benreoch.

34. An instrument—

(a) Which is entered into in terms of section 65 of the Industrial Relations Act 1973; and

(b) Which is entered into by the parties to the New Zealand Oil Exploration Workers Award dated 29 October 1982 and also by the following additional employers;

- (i) Atlantic Drilling Company Limited;
- (ii) BP Shell Todd (Canterbury) Services Limited;
- (iii) Hunt International Petroleum;
- (iv) The Owens Group Limited; and

FOURTH SCHEDULE—*continued*

- (c) Which prescribes hourly rates of pay for work to be carried out by labourers engaged on off-shore operations (being hourly rates of pay that, in the case of those labourers, replace the hourly rates of pay prescribed by clause 14 of the New Zealand Oil Exploration Workers Award dated 29 October 1982); and
- (d) Which, except in respect of hourly rates of pay for labourers engaged on off-shore operations and in respect of the term of the instrument, does not affect the application to such labourers of the terms and conditions of employment prescribed by the New Zealand Oil Exploration Workers Award dated 29 October 1982.

35. An instrument or instruments entered into with Advanced Meat Limited:

- (a) To prescribe pool or piece-work methods of payment for work to be carried out in the casings department, skin processing department, and lamb cutting department:
- (b) To provide for the working of shifts in the skin processing department—

at the company's plant at Pacific Street, Gisborne.

36. An instrument entered into with the Director-General of Education to prescribe an allowance for members of the teaching staff appointed as careers advisers in composite schools.

37. An instrument entered into with the Southland Harbour Board to prescribe an allowance or allowances for Board staff engaged on drilling and blasting work from a floating platform operating within the confines of Bluff Harbour for the purpose of deepening the inner harbour and the port entrance channel.

38. An instrument or instruments entered into with New Zealand Aluminium Smelters Limited to prescribe manning levels and incentive contract rates for waterside workers employed at the Tiwai Wharf at the Port of Bluff:

- (a) To discharge alumina vessels by slewing airslide; and
- (b) To load aluminium metal by a unitised gantry crane lifting operation with the Signode USLM system of cargo unitisation.

These provisions to be in addition to and not in substitution for the Terms and Conditions of Employment of Waterside Workers at Tiwai Wharf at the Port of Bluff contained in Principal Order No. 481.

39. An instrument entered into with Dawn Meat Shannon Limited to prescribe incentive arrangements for work to be carried out by workers in the company's Shannon fellmongery.]]

[[40. An instrument entered into with Petralgas Chemicals N.Z. Limited to prescribe conditions of employment for work to be carried out by shift engineers at a plant for the production of methanol at Mamaku Road, Waitara.

41. An instrument or instruments entered into with the Pacifica Shipping Company Limited to prescribe annual salaries for work to be carried out by New Zealand maritime personnel on the M.V. *Spirit of Free Enterprise*, being an instrument or instruments all other provisions of which, with the exception of the term of the instrument or instruments, are as specified in relevant maritime awards, viz., Document No. 1528, New Zealand Seamens' Maritime Industry (Sea-Going) Award dated 15 November 1982, Document No. 713, New Zealand Maritime Industry Cooks and Stewards Award dated 19 October 1982, Document No. 1576, New Zealand Maritime Industry (Seagoing) Marine Engineers and Electricians Voluntary Agreement dated 13 September 1982, and Document No. 1479, New Zealand Maritime Industry Merchant Service Guild Award dated 26 July 1982.



FOURTH SCHEDULE—*continued*

42. An instrument entered into with Pine Chemicals N.Z. Limited to prescribe conditions of employment for work to be carried out by plant operators at a fractionation plant for the processing of crude turpentine and crude tall oil at Totara Street, Mount Maunganui.

43. An instrument entered into with Canterbury Apparel Limited to prescribe incentive arrangements for work to be carried out in the fabric cutting room in the company's plant at Orbell Street, Christchurch.

44. An instrument entered into with Wilson and Horton Limited to prescribe weekly rates of pay for workers who are employed as operators of flexible platemaking equipment and who are so employed in the company's premises at Wilkinson Road, Ellerslie.

45. An instrument entered into with Bay of Plenty Fruitpackers Limited to prescribe a shift allowance for shift work worked after 10.30 p.m. in the company's kiwifruit packhouses at Washers Road, Te Puke.

46. An instrument or instruments entered into with New Zealand Aluminium Smelters Limited to prescribe hourly rates of pay or allowances or both, in addition to the rates of pay and allowances contained in clauses 6 and 7 of Document No. 998, Bluff Aluminium Smelter Operating Composite Agreement, for the operation or maintenance or both of—

(a) The electrostatic precipitators associated with the No. 3 carbon baking furnace:

(b) The new Gautschi ingot machines Nos. 2 and 4 in the metal products department:

(c) Ancillary equipment in the metal products department, namely, the furnace tending machine and the swarf baler:

(d) The water blasting pot shell cleaning technique in the pot rooms department:

(e) The addition of chemicals to cooling water in the power supply area:

(f) The friction welding machine in the stub repair area:

(g) The slewing airslide for the discharge of alumina:

(h) The Signode USLM system of cargo unitisation for the loadout of aluminium metal.

47. An instrument or instruments entered into with McConnell Dowell Constructors Limited and any sub-contractors to that company to prescribe conditions of employment for engineers, labourers, and drivers employed on the construction of the Hastings to Whirinaki Natural Gas Pipeline.

48. An instrument or instruments entered into with McConnell Dowell Constructors Limited and any sub-contractors to that company to prescribe conditions of employment for boilermakers, engineers, labourers, and drivers employed on the construction of—

(a) The Henderson to Wiri Refined Petroleum Products Pipeline, including that part of the pipeline crossing under the bed of the Manukau Harbour; and

(b) The Henderson to Hillsborough Natural Gas Pipeline.]] ]

This Schedule was added by regulation 9 of S.R. 1982/194.

Clauses 4 to 7 were added by regulation 4 of S.R. 1982/217, clause 4 having since been substituted for the former clause 4 by regulation 4 (1) of S.R. 1982/273.

Clauses 8 to 12 were added by regulation 4 of S.R. 1982/234.

Clauses 13 to 15 were added by regulation 5 of S.R. 1982/263.

Clauses 16 and 17 were added by regulation 4 (2) of S.R. 1982/273.

Clause 18 was added by regulation 3 of S.R. 1983/3.

Clauses 19 to 27 were added by regulation 3 of S.R. 1983/10, clause 24 having since been substituted for the former clause 24 by regulation 12 of S.R. 1983/86 and clause 27 having since been substituted for the former clause 27 by regulation 3 of 1983/77.

Clauses 28 to 31 were added by regulation 7 of S.R. 1983/55.

Clauses 32 to 39 were added by regulation 4 of S.R. 1983/76.

Clauses 40 to 48 were added by regulation 13 of S.R. 1983/86.

Reg. 5D (1)

## [FIFTH SCHEDULE

## VOLUNTARY AGREEMENTS CONTINUING TO APPLY

Document No. of Voluntary Agreement	Name of Voluntary Agreement
131	Air New Zealand Ltd. Airline Officers' Association Classified Officers—Voluntary Agreement dated 20 February 1979.]

This Schedule was added by regulation 14 of S.R. 1983/86.

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

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*Certified for the purposes of section 7 of the Regulations Act 1936, this 14th day of June 1983.*

J. K. McLAY, *Attorney-General.*

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Issued under the authority of the Regulations Act 1936.  
Date of notification of principal regulations in *Gazette*: 23 June 1982.  
These regulations are administered in the Department of Labour.