

Please post in a Conspicuous Place accessible to Workers

**Stationary Engine Drivers of Abels
Limited – Collective Agreement
(Voluntary)**

Dated 7/3/79

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

Form 6

Under the Industrial Relations Act 1973

REGISTERED COLLECTIVE AGREEMENT

In the matter of the Industrial Relations Act 1973; and in the matter of the Stationary Engine Drivers of Abels Limited — Dispute of Interest between Abels Limited and N.Z. Engine Drivers, Firemen, Greasers and their Assistants Industrial Union of Workers.

The Arbitration Court, having before it the terms of a voluntary settlement arrived at in the above-mentioned dispute of interest and submitted or notified to the Court pursuant to the provisions of section 65 of the Industrial Relations Act 1973, hereby registers as a collective agreement the terms, conditions, and provisions set out in the form of submission or notification attached hereto and orders:

1. That the said terms, conditions, and provisions shall be binding on the parties hereto; and

2. That the said parties shall respectively do, observe, and perform every matter and thing by this collective agreement required to be done, observed, and performed and shall not do anything in contravention of this collective agreement but shall in all respects abide by and perform it.

In witness of the registration of this collective agreement the seal of the Arbitration Court has hereto been affixed and a Judge of the Court has hereunto set his hand, this 7th day of March 1979.

(L.S.)

N. P. Williamson, Judge.

Section 56

Form 5

Regulation 9(4)

Under the Industrial Relations Act 1973

SUBMISSION OF VOLUNTARY SETTLEMENT FOR REGISTRATION

In the matter of the Industrial Relations Act 1973 and in the matter of the Stationary Engine Drivers of Abels Limited Collective Agreement between Abels Limited and the N.Z. Engine Drivers Firemen Greasers and Assistants Industrial Union of Workers.

To the Registrar, Arbitration Court of New Zealand.

We hereby submit to you a signed copy of the terms of voluntary settlement of the above-mentioned dispute of interest arrived at by the parties pursuant to Section 65 of the Industrial Relations Act 1973, for registration by the Arbitration Court as a Collective Agreement.

Dated at Auckland this 8th day of February, 1979.

Signed for and on behalf of Abels Limited:

T. R. Elmsly.

Signed for and on behalf of the N.Z. Engine Drivers Firemen Greasers and Assistants Industrial Union of Workers:

G. Hogarth.

STATIONARY ENGINE DRIVERS OF ABELS LIMITED
COLLECTIVE AGREEMENT

Terms of Settlement between Abels Limited and Stationary Engine Drivers and Greasers employed at Abels Limited, Newmarket, Auckland.

WAGES

Per Hour Per Week

- 1. (a) Workers holding a Second Class or Endorsed Second Class Stationary Engine Drivers Certificate, shall be paid 382.0c/hr \$152.80
- (b) A worker employed as a Greaser shall be paid ... 352.18c/hr \$140.87
- (c) A worker holding a First Class Engine Drivers Certificate shall be paid 393.0c/hr \$151.20
- (d) Industry Allowance — In addition to the rates in Clause 1 (a), (b) or (c), an Industry Allowance of 10c per hour shall be paid on the same basis as the Company's Industry Allowance to maintenance staff.

SERVICE ALLOWANCE

- 2. (a) After one year's continuous service with the same Employer an adult worker shall be paid an allowance of . . 11 cents/hour
- (b) After 2 years' continuous service with the same Employer an adult worker shall be paid a further 3c making a total allowance of 14 cents/hour
- (c) After 3 years' continuous service with the same Employer an adult worker shall be paid a further 2c making a total allowance of 16 cents/hour
- (d) After 4 years' continuous service with the same Employer an adult worker shall be paid a further 3c making a total allowance of 19 cents/hour
- (e) After 5 years' continuous service with the same Employer an adult worker shall be paid a further 2c making a total allowance of 21 cents/hour

SHIFT ALLOWANCE

- 3. A shift allowance of \$2.90 shall be paid for each shift worked.

DOMESTIC LEAVE

- 4. Where a worker has an unused sick leave entitlement, on producing a Medical Certificate, leave on ordinary pay of up to five (5) days per year shall be granted to a married employee or solo parent who finds it essential to stay at home in an emergency in the event of the illness of the spouse or child under 15 years of age. Such leave shall be treated as though it were due to the employee's own sickness and shall be taken subject to the following conditions:
 - (a) Leave shall be set off against the employee's sick leave entitlement;
 - (b) The worker shall ensure that notice is given to the employer on the first day of absence.

TRAVELLING TIME

- 5. All workers required to start or cease work between the hours of 10.00 p.m. and 7.00 a.m. shall be paid for one hour at ordinary rates. If conveyance free of charge is provided for the worker by the employer, he shall not be entitled to travelling time.

GENERAL WAGE ORDERS

6. The General Wage Order of the Arbitration Court dated 3 July 1978 and all previous General Wage Orders, Cost of Living Orders, Cost of Living Allowances, have been incorporated into the rates and payments set out in Clause 1 of this Agreement, and shall not be added to the payments shown.

Any future General Wage Order of the Arbitration Court shall be applied according to its tenor to the rates and payments set out in Clause 1.

MATTERS NOT PROVIDED

7. With the exception of the matters provided for specifically herein, the Terms and Conditions of the N.Z. Engine Drivers, Firemen and Greasers Award dated 23 June 1978 shall apply.

All allowances not specifically provided for herein shall apply according to the N.Z. Engine Drivers Firemen and Greasers Award dated 23 June 1978 but shall be increased by 10% and shall be applied according to their tenor in that Award.

TERM OF AGREEMENT

8. This Agreement insofar as allowances and rates of wages are concerned shall be deemed to have come into force on 8 November 1978. All other provisions shall come into force on the date of registration by the Arbitration Court. This Agreement shall remain in force until 7 November 1979.

Signed for and on behalf of Abels Limited:

T. R. Elmsly.

N.Z. Engine Drivers Firemen Greasers and Assistants Industrial Union of Workers:

G. Hogarth.

MEMORANDUM

This collective agreement incorporates the terms of voluntary settlement arrived at by the parties and forwarded to the Court for registration pursuant to section 65 of the Industrial Relations Act 1973.

Having regard to prevailing circumstances the Court has, pursuant to section 92(2) of the Industrial Relations Act 1973, consented to the specified period for which this collective agreement is to continue in force being less than one year from the date of registration.

The rates of remuneration prescribed by this voluntary settlement are NOT to be increased by the application of the provisions of the order of the Arbitration Court made under the General Wage Orders Act 1977, dated the 3rd day of July 1978.

(L.S.)

N. P. Williamson, Judge.