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# **Wellington Oil Industry Engine Drivers — Collective Agreement (Voluntary)**

Dated 15/6/79

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NOTE: See clause 3 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 Wellington Oil Industry Engine Drivers Dispute of Interest between the New Zealand Engine Drivers, Firemen, Greasers and Assistants Industrial Union of Workers and the New Zealand Oil Industry Industrial Union of Employers.

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 15th day of June 1979.

(L.S.)

N. P. Williamson, Judge.

## Form 5

Sections 65 and 66

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 New Zealand Oil Industry Wellington Area Boiler Attendants Dispute of Interest between the Wellington Branch of the New Zealand Drivers, Firemen, Greasers and Assistants' Industrial Union of Workers and the New Zealand Oil Industry Industrial Union of Employers.

To the Registrar of the Arbitration Court:

We hereby submit to you a signed copy of the terms of Voluntary Settlement of the above-mentioned dispute 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 Wellington this 24th day of April 1979.

Signed:

For and on behalf of The New Zealand Engine Drivers, Firemen, Greasers, and Assistants Industrial Union of Workers, (Wellington Branch):

G. J. Green, National President.

C. Devitt, Secretary.

For and on behalf of The New Zealand Oil Industry Industrial Union of Employers:

S. Marshall, Executive Officer.

**MEMORANDUM OF AGREEMENT BETWEEN NEW ZEALAND OIL  
INDUSTRY INDUSTRIAL UNION OF EMPLOYERS AND  
WELLINGTON BRANCH, NEW ZEALAND ENGINE DRIVERS,  
FIREMEN, GREASERS, AND ASSISTANTS' INDUSTRIAL UNION OF  
WORKERS**

Whereby it is mutually agreed by and between the parties hereto as follows:

1. That the wage rates and other provisions specified herein apply to those workers who are members of the Wellington Branch of the New Zealand Engine Drivers, Firemen, Greasers, and Assistants' Industrial Union of Workers and who are employed by those member Companies of the New Zealand Oil Industry Industrial Union of Employers.

2. That the terms and provisions of the New Zealand Engine Drivers Boiler Attendants, Firemen and Greasers (General and Hospital Boards) Collective Agreement (Conciliated) (hereinafter called "the main agreement") dated the 23rd June 1978 shall apply in respect to those parties aforementioned in Clause 1 hereof except insofar as the following alterations shall apply:

**(a) CLAUSE 5 — TRAVELLING TIME**

Delete present Clause and substitute:

Any worker required to start or to cease work outside the hours of 7 a.m. to 10 p.m. shall be provided by the employer with free transport to and/or from his home (as the case may be). If the employer does not provide the transport himself the worker shall have his travelling costs reimbursed on the basis of either:

- (i) Actual and reasonable fares incurred having regard to the availability or otherwise of public transport at the time;
- (ii) A running allowance of the under-mentioned amount if the worker uses his own vehicle: Provided, however, that where more than one worker travel together in the same vehicle, only one reimbursement shall be made:

Motor Car — 17.3 cents per kilometre  
Motor Cycle — 9 cents per kilometre  
Motor Scooter — 8 cents per kilometre

**(b) CLAUSE 7 — WAGES**

(i) Delete present Clause 7 sub-clause (a) (i), (ii) and (iii) and substitute:

(a) The following shall be the minimum rates of wages:

- (i) Workers holding a First Class Certificate:
  - 1 June 1978 to 16 July 1978 — \$136.59
  - 17 July 1978 to 30 November 1978 — \$143.59
  - 1 December 1978 — \$156.09
- (ii) Workers holding a Second Class Certificate:
  - 1 June 1978 to 16 July 1978 — \$134.24
  - 17 July 1978 to 30 November 1978 — \$141.24
  - 1 December 1978 — \$153.27
- (iii) Workers holding a Boiler Attendants' Certificate:
  - 1 June 1978 to 16 July 1978 — \$127.66
  - 17 July 1978 to 30 November 1978 — \$134.66
  - 1 December 1978 — \$146.69

NOTE: 1. The above rates include an Oil Industry Industry Allowance.

2. The effect of the General Wage Order announced July 1978 shall not apply to the rates shown in this Agreement.

- (ii) Delete present Clause 7 sub-clause (b) and substitute the following:
  - (i) For continuous service with the same employer exceeding one year, a total of \$4 per week.
  - (ii) For continuous service with the same employer exceeding two years, a total of \$5.20 per week.
  - (iii) For continuous service with the same employer exceeding five years, a total of \$6.40 per week.
  - (iv) For continuous service with the same employer exceeding ten years, a total of \$7.60
  - (v) For continuous service with the same employer exceeding 15 years, a total of \$8.80 per week.
  - (vi) For continuous service with the same employer exceeding 20 years, a total of \$10 per week.
- (vii) Service accrued at the date of this agreement coming into force shall qualify for the allowance.
- (viii) The allowance shall count in the calculation of overtime rates.
- (ix) The allowance shall be paid when the worker is on annual holiday.
- (x) The employer shall be entitled to make a rateable deduction from the allowance for time lost by the worker through sickness, accident, or the worker's own default.

(c) **CLAUSE 13 — MEAL MONEY**

As per Clause 13 of the main agreement but delete the monetary provision of \$1.90 in Clause 13 (a), (b) and (c) and substitute the figure \$2.10.

(d) **CLAUSE 2 — HOURS OF WORK**

As per Clause 2 of the main agreement but delete the monetary provision of \$2.38 for shift allowance in Clause 2 (c) and substitute the figure of \$2.78.

(e) **CLAUSE 15 — SUNDAYS AND HOLIDAYS**

As per Clause 15 in the main agreement with the following addition to sub-clause (a):

“The employer shall allow workers covered by this agreement one extra day's paid holiday in addition to the aforementioned holidays. Arrangements for this day to be made by mutual agreement.”

**3. TERM OF AGREEMENT**

With the approval of the Arbitration Court the provisions regarding wages in this Agreement shall be operative from the dates as shown in Clause 2 (b) (i) of this Agreement, provisions with regards to service allowance, travelling time, meal money and hours of work shall apply from the 1st December 1978; and this Agreement shall expire on the 30th day of November 1979. In respect to clause 2 (e) (Sundays and Holidays) the parties are agreed that it takes effect from the day of registration by the Court.

Dated at Wellington this 24th day of April 1979.

Signed:

For and on behalf of the New Zealand Engine Drivers, Firemen, Greasers, and Assistants' Industrial Union of Workers (Wellington Branch):

G. J. Green.

C. Devitt, Secretary.

For and on behalf of the New Zealand Oil Industry Industrial Union of Employers:

S. Marshall, Executive Officer.

#### 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.

The parties' settlement for a shortened term has the Court's consent pursuant to section 92 (2) of the Industrial Relations Act 1973 and Regulation 6 (3) of the Wage Adjustment Regulations 1974.

In terms of section 99 (c) the Court is satisfied that the unqualified preference provision contained in this collective agreement has been duly inserted.

(L.S.)

N. P. Williamson, Judge.

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