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**Mobil Oil New Zealand Limited Wellington
Installation Boiler Attendants — Collective
Agreement (Voluntary)**

Dated 21/8/80

NOTE: See Clause 4 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 Mobil Oil New Zealand Limited Wellington Installation Boiler Attendants, Dispute of Interest between the New Zealand Engine Drivers, Firemen, Greasers and Assistants, Industrial Union of Workers and Mobil Oil New Zealand Limited.

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 21st day of August 1980.

(L.S.)

D. S. Castle, Judge.

Section 65 and 66

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 Mobil Oil New Zealand Limited Wellington Installation Boiler Attendants Dispute of Interest between the Wellington Branch of the New Zealand Engine Drivers, Firemen, Greasers and Assistants' Industrial Union of Workers and Mobil Oil New Zealand Limited.

To the Registrar of the Arbitration Court:

We hereby submit to you a signed copy of the terms of Voluntary Settlement of the abovementioned 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 9th day of June 1980.

Signed for and on behalf of the Wellington Branch, New Zealand Engine Drivers, Firemen, Greasers and Assistants' Industrial Union of Workers:
C. Devitt, Authorised Agent.

Mobil Oil New Zealand Limited:

J. McCaskey, Authorised Agent.

MEMORANDUM OF AGREEMENT

Between Mobil Oil New Zealand Limited 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 Mobil Oil New Zealand Limited in that company's Seaview Installation.

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:

(i) 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:

(a) Actual and reasonable fares incurred having regard to the availability or otherwise of public transport at the time;

(b) A running allowance of the undermentioned 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 — 21 cents per kilometre

Motor Cycle — 11 cents per kilometre

Motor Scooter— 9.7 cents per kilometre

(ii) This running allowance has been settled by an agreed formula and will be subject to review 6 months from the date of registration of this award by the application of the aforementioned agreed formula.

(b) Clause 7 — Wages

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

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

(i) Workers holding a First Class Certificate — \$191.44

(ii) Workers holding a Second Class Certificate — \$186.24

(iii) Workers holding a Boiler Attendants' Certificate — \$179.00

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

2. The effect of the General Wage Adjustment announced September 1979 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 \$4.95 per week.

(ii) For continuous service with the same employer exceeding two years, a total of \$6.43 per week.

(iii) For continuous service with the same employer exceeding five years, a total of \$7.92 per week.

- (iv) For continuous service with the same employer exceeding ten years, a total of \$9.40 per week.
- (v) For continuous service with the same employer exceeding 15 years, a total of \$10.88 per week.
- (vi) For continuous service with the same employer exceeding 20 years, a total of \$12.37 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 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 12 — 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 of \$2.40.

(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 \$3.21.

(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.”

(f) Clause 14 (d) — Dirt Money

(i) A payment of 32 cents per hour shall be paid for 25 hours per week in recognition of the operational requirements at the Mobil Boiler installation at Seaview, where the worker is required to mix a boiler treatment compound whose constituents include a sodium salt made into a brine solution and subsequently added to the boiler water.

(ii) This allowance shall not be included in the worker's wage for the calculation of overtime.

(iii) The employer shall be entitled to make a rateable deduction from this allowance for time lost by the worker through sickness (other than paid sick leave), accident or the workers own default.

TERM OF AGREEMENT

4. With the approval of the Arbitration Court the provisions relating to wages in this agreement shall be effective from the 1st of December 1979, all other provisions shall take effect from the date of registration by the Court, and this agreement shall expire on 30 November 1980.

Dated at Wellington this 9th day of June 1980.

Signed for and on behalf of the Wellington Branch, New Zealand Engine Drivers, Firemen, Greasers and Assistants' Industrial Union of Workers:
C. Devitt, Authorised Agent.

Mobil Oil New Zealand Limited:

J. McCaskey, Authorised Agent.

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 Court notes however that a modified payment is provided by Clause 2 (f) and expresses no concluded view as to whether this could be held to contravene the provisions of the Remuneration (New Zealand Engine Drivers, Boiler Attendants, Firemen and Greasers Award) Regulations 1980.

The rates of remuneration determined by this collective agreement shall be increased to the extent and in the manner prescribed by the general increase provided by the Remuneration (General Increase) Regulations 1980.

(Explanatory Note — The Remuneration (General Increase) Regulations 1980 increased rates of remuneration determined by awards and collective agreements by 4% with effect on and from 1st August 1980. For the purposes of the general increase, the term "remuneration" means salary or wages and all other payments of any kind whatsoever prescribed in awards and collective agreements.)

(L.S.)

D. S. Castle, Judge.