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Auckland Oil Barge Employees' — Collective Agreement (Voluntary)

Dated 15/4/81

NOTE: See clause 13 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 Auckland Oil Barge Employees' dispute of interest between the New Zealand Engineering, Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers and B.P. 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 15th day of April 1981.

(L.S.)

D. S. Castle, Judge.

In the matter of the Industrial Relations Act 1973, Section 65 and in the matter of the Auckland Oil Barge Workers dispute of interest between the New Zealand Engineering, Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers and B.P. New Zealand Limited.

To the Registrar of the Arbitration Court

The attached Voluntary Agreement has been negotiated between the parties whereby a full settlement has been secured under the provisions of Section 65 of the Act and is hereby submitted to the Arbitration Court for registration as a Voluntary Agreement.

The payment referred to under clauses 7 and 11 are proposed to be paid according to the tenor of the Agreement, after registration by the Court.

The Agreement is hereby formally submitted to the Court for registration.

Signed on behalf of the New Zealand Engineers Union:

Date: 10/3/81

J. Butterworth.

Signed on behalf of B.P. New Zealand Limited:

Date: 10/3/81.

A. L. Howard.

Under the Industrial Relations Act 1973

SECTION 65 VOLUNTARY SETTLEMENT

BP NEW ZEALAND LIMITED AUCKLAND OIL BARGE WORKERS' INDUSTRIAL AGREEMENT

This Agreement is additional to the New Zealand Oil Companies Metal and Related Trades Employees' award, hereinafter called the Primary Award.

The following sets forth the basis of an agreement reached between the New Zealand Engineering, Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers, and B.P. New Zealand Limited, covering the operation of the Oil Bunkering barge "Hinuwaka" or any subsequent replacement vessel used by the Employer within the Harbour at Auckland.

The provisions of the Primary Award apply, except where specifically varied by the provisions of this agreement.

WORK COVERAGE TO WHICH AGREEMENT APPLIES

The duties of employees engaged in the maintenance and operation of the oil barge "Hinuwaka" at Auckland will include, though not necessarily be limited to, engineering duties entailing maintenance of the barge and bunkering equipment, loading including all allied operations, i.e. fitting stand pipe and hose connection at terminal and associated valve operations; cleanliness of the barge; bunkering operations, customer quality sampling, barge-to-ship liaison and documentation; the operation of the steam boiler and pumping equipment, by those fitters certified to operate such boiler equipment, and incidental maintenance thereto.

PREAMBLE

Consequent to the company purchasing the barge from the Union Steam Ship Company Limited in 1975 certain assurances were given to the barge employees by name, that on their joining the company's service, that they would continue to enjoy not less favourable conditions of employment than which applied prior to the sale of the barge.

The below clauses apply to the following named employees whilst employed on the barge in the defined work coverage as detailed above:

Herbert A. Cook

Roger H. Sweeny

(The following provisions shall not apply to new engagements and is applicable to Messrs Cook and Sweeny only.)

WORKING THROUGH REGULAR MEAL BREAKS

1. (a) When the barge operation requires employees to work through their normal meal break, which under the Primary Award is unpaid, they shall be paid a penal payment of double the ordinary rate for the time so worked; at a later convenient time, they shall be allowed a suitable meal break by way of crib time, without a rateable deduction being made.

(b) Further that when the barge operation can not allow a later meal break, but requires continuous operations (other than 'smoko' breaks) then the time so worked through the normal breaks shall be paid as above, but shall be classed in all respects as overtime.

2. A special non taxable payment of \$2.12 per day shall be paid, recognising the prevailing circumstances prior to the sale of the barge.

SPECIAL HOLIDAYS FOR LONG SERVICE

3. Previous service with the Union Steam Ship Company Limited shall count as continuous service in respect of Messrs Sweeney and Cook for the purposes of determining the following:

- (a) Special holidays for Long Service (Clause 19 of Primary Award)
- (b) Service Allowance (Clause 23 of Primary Award)
- (c) Annual Holidays (Clause 18 of Primary Award).

BREAKING 11.00 pm RULE

4. (a) When barge operations require working beyond 11.00 pm, then the employees named above shall be paid until 8.00 am the next morning at double time rates.

(b) Should work be required the following day, double time rates shall be paid for such hours worked.

(c) Any meal monies applicable shall be applicable according to the Primary Award, i.e. meal monies are paid when actual hours are worked.

SUNDAY WORK

5. (a) When work is required on Sunday morning a minimum of 4 hours shall be paid at overtime rates.

(b) When work is required beyond noon a minimum of 4 hours shall be paid at overtime rates.

GENERAL CLAUSES APPLICABLE TO ALL OPERATORS

The following clauses shall apply to all employees covered by the above defined work coverage.

WORKING THROUGH REGULAR MEAL BREAKS

1. (a) When the barge operation requires employees to work through their normal meal break, which under the Primary Award is unpaid, they shall be paid a penal payment of double the ordinary rate for the time so worked; at a later convenient time, they shall be allowed a suitable meal break by way of crib time, without a rateable deduction being made.

(b) Further that when the barge operation can not allow a later meal break, but requires continuous operation (other than 'smoko' breaks) then the time so worked through the normal breaks shall be paid as above, but shall be classed in all respects as overtime.

OUTSIDE WORK

6. A time allowance of 30 minutes shall be allowed for those occasions where at the end of the working day the barge is not returned to Wynyard Wharf but is berthed somewhere else. This provision shall also apply to employees rejoining the barge at such other wharf at the commencement of the working day. Payment of the above time allowance shall be made at the rate applicable to the time of commencement or cessation of work as the case may be.

DIESEL RATE

7. An additional payment, called the diesel rate shall be paid for every hour worked. The rate shall be 0.053 percent of an indentured tradesmans award hourly rate and is in lieu of the Primary Award special repair work provisions.

PROVISION OF CLOTHING

8. In lieu of the provisions contained in the Primary Award the following uniform and protective clothing provision shall apply:

| | |
|------------------------------------|-------------------|
| Overalls | 3 suits per annum |
| Safety Footwear | 1 pair per annum |
| Underpants | 6 pairs per annum |
| Singlets | 6 per annum |
| Socks | 6 pairs per annum |
| Jersey or cardigan or denim jacket | 1 per annum |

In lieu of providing undergarments and socks, the employee may be reimbursed to a sum equivalent to the value of the clothing listed in the above scale.

HOLIDAYS

9. When an employee is required to work on a statutory holiday, in addition to payments called for under the Primary Award, one day's leave will be added to the annual leave of the employee for each statutory holiday so worked.

OVERTIME

10. When an employee is required to work overtime on the late shopping night or on the night of the Union's regular or notified monthly meeting, he shall be paid a minimum of 4 hours at the appropriate rate.

INCENTIVE PAYMENT

11. Recognising the nature of the work undertaken in the operations peculiar to loading and bunkering, including the requirements for the workers to hold themselves available to meet shipping schedules (subject to change at short notice), working in all weathers, and the responsibility associated with the barge and bunkering, an additional payment of 0.0904 percent of an indentured tradesmans award hourly rate will be made for each hour worked. (It is noted that the percentages referred to in Clause 7 and 11 were derived from the monetary amounts paid relative to hourly rate paid for an indentured tradesman under the 1976-77 award).

WORKING BEYOND 3.00 am

12. (a) When instructed to work through the night beyond 3.00 am, an employee shall be paid 8 hours ordinary pay for the normal day work on that day although he would not normally report for work on that day.

(b) Despite the fact that the employee may have worked beyond 3.00 am, should he be instructed to work the normal hours following he shall be paid double time rates for such ordinary hours worked.

TERM

13. The Agreement will be for 12 months commencing on the pay week commencing after 12 February 1981 and expiring on 11 February 1982.

Parties

For the New Zealand Engineering, Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers:

J. Butterworth.

Date: 20/2/81

For B.P. New Zealand Limited:

A. L. Howard.

Date: 24/2/81.

MEMORANDUM

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

The Court observes that clause 2 refers to "A special non-taxable payment . . . " The Court records that it has no jurisdiction in terms of the Income Tax Act 1976 in respect of the validity of this payment being non-taxable.

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.

(L.S.)

D. S. Castle, Judge.