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**Abels Limited Stationary Engine
Drivers — Collective Agreement
(Voluntary)**

Dated 15/4/82

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 Abels Limited Stationary Engine Drivers Dispute of Interest between Abels Limited AND the New Zealand Engine Drivers Firemen, Greasers and 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 15th day of April 1982.

(L.S.)

D. S. Castle, Judge.

Section 65

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, Wellington.

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 9th day of March 1982.

Signed for and on behalf of Abels Limited:

D. M. Caradus.

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

1. (a) Engine Drivers — Job Rate 615.5 cents per hour.

Workers holding a Second Class or Endorsed Second Class Stationary Engine Drivers Certificate shall be paid a certificate payment of 13.5 cents per hour.

Workers holding a First Class Engine Drivers Certificate shall be paid a certificate payment of 31.5 cents per hour.

The certificate payments are to be added to the Job Rate for the computation of wages which preserves the established relativities for Engine Drivers at Abels Limited while identifying part of the rate as being in respect of Engine Drivers' certificates of competency.

(b) Greaser — Shall be paid 596.0 cents per hour.

(c) Industry Allowance — In addition to the rates in Clause 1 (a) and 1 (b) an Industry Allowance of 16.17 cents per hour shall be paid.

The above rates incorporate fully the attendance bonus paid heretofore by the Company.

SERVICE ALLOWANCE

2. (a) After six months' current continuous service with the Company an adult worker shall be paid an allowance of 6.93 cents per hour.

(b) After one year's current continuous service with the Company an adult worker shall be paid a further 11.57 cents per hour making a total allowance of 18.5 cents per hour.

(c) After two years' current continuous service with the Company an adult worker shall be paid a further 4.5 cents per hour making a total allowance of 23.0 cents per hour.

(d) After three years' current continuous service with the Company an adult worker shall be paid a further 4.5 cents per hour making a total allowance of 27.5 cents per hour.

(e) After four years' current continuous service with the Company an adult worker shall be paid a further 4.5 cents per hour making a total allowance of 32.0 cents per hour.

(f) After five years' current continuous service with the Company an adult worker shall be paid a further 4.5 cents per hour making a total allowance of 36.5 cents per hour.

(g) After six years' current continuous service with the Company an adult worker shall be paid a further 4.5 cents per hour making a total allowance of 41.0 cents per hour.

SHIFT ALLOWANCE

3. A shift allowance of \$5.00 shall be paid for each shift worked. Where a shift worker has to cover the absence of another employee, the shift allowance for that shift shall be divided between the operators covering that shift. In no case shall the shift allowance for the day exceed \$15.00.

MEAL ALLOWANCE

4. A meal allowance of \$3.40 shall be paid in terms of the Award Clause.

DOMESTIC LEAVE

5. 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 spouse or child under 15 years of age. Such leave shall be treated as though it was 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 ALLOWANCE

6. 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 allowance.

GENERAL ORDERS

7. The above rates incorporate fully the General Order of the Arbitration Court dated 11th June 1981.

HOURS OF WORK

8. In addition to the Clauses relating to hours of work as set out in the current Engine Drivers' Award, it is agreed that there shall be a minimum break of 9 hours for any worker between the finishing time of the work of one day and the commencement of his work of the following day.

SICK PAY

9. Clause 23 (a) in the current Engine Drivers' Award is replaced as follows:-
After six months' current continuous service with the Company a worker shall be entitled in each subsequent year of service to sick pay for up to two periods of 5 days each calculated at the rate of his ordinary pay. Sick pay shall accumulate to a maximum of 45 days by carrying forward from one year to another any unused sick pay of up to 35 days.
In all other respects the provisions of Clause 23 of the current Engine Drivers' Award remain in force.

CLOTHING

10. Clause 28 (b) in the current Engine Drivers' Award is replaced as follows:-

- (i) Workers shall be supplied by the Company as soon as possible after commencement of their employment, with a choice of 2 pairs of overalls or 2 pairs of work trousers and shirts annually or more as is necessary. Such clothing shall remain the property of the Company.
- (ii) The Company shall arrange for the laundering of overalls, work trousers and shirts or shall provide facilities for the laundering of such clothing. Alternatively the employer may pay a laundry allowance of \$1.21 per week.

In all other respects the provisions of Clause 28 of the current Engine Drivers' Award remain in force.

ANNUAL HOLIDAYS

11. Clause 21 (b) in the current Engine Drivers' Award is replaced as follows:-

- (b) Service Holiday — upon the completion of eight years' current continuous service with the Company each worker shall for the eighth and subsequent years be entitled to an annual holiday of four weeks instead of three weeks paid as prescribed in subsection (a) of this Clause. The fourth week's holiday may be taken in conjunction with or separately from the first three weeks' holiday as the employer may decide, and in a manner agreed upon between the employer and the worker.

In all other respects the provisions of Clause 21 of the current Engine Drivers' Award remain in force.

MATTERS NOT PROVIDED

12. With the exception of the matters specifically provided for in this voluntary agreement, the terms and conditions of the present N.Z. Engine Drivers Firemen and Greasers Award inclusive of the 5% General Order dated 11th June 1981 and the 10% wage offer dated 12th November 1981 shall apply.

TERM OF AGREEMENT

13. This Agreement insofar as provisions relating to rates of wages contained in Clause 1 are concerned shall be deemed to have come into force on the 10th November 1981. All other provisions shall come into force on the date hereof and this Agreement shall remain in force until 9th November 1982.

Signed for and on behalf of Abels Limited:

D. M. Caradus.

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

G. Hogarth.
G. H. Anderson.

Dated this 9th day of March 1982.

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.

(L.S.)

D. S. Castle, Judge.