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**B.P. New Zealand Limited Wellington  
District Boiler Attendants – Collective  
Agreement (Voluntary)**

Dated 1/2/82

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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 BP New Zealand Limited Wellington District Boiler Attendants Dispute of Interest between the Wellington Branch of the New Zealand Drivers, Firemen, Greasers and Assistants' Industrial Union of Workers and BP 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 1st day of February 1982.

(L.S.)

D. S. Castle, Judge

Sections 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 BP New Zealand Limited Wellington District Boiler Attendants Dispute of Interest between the Wellington Branch of the New Zealand Drivers, Firemen, Greasers and Assistants' Industrial Union of Workers and BP 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 23rd day of December 1981.

Signed.

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

G. Devitt, Authorised Agent

BP New Zealand Limited

A. L. Howard, Authorised Agent

## MEMORANDUM OF AGREEMENT

Between BP 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 BP New Zealand Limited

2. That the terms and provisions of the New Zealand Engine Driver Boiler Attendants, Firemen and Greasers Collective Agreement (Conciliated) (hereinafter called "the main agreement") dated 4 March 1981 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 30.5 cents per kilometre

Motor Cycle 16.0 cents per kilometre

Motor Scooter 14.2 cents per kilometre

Bicycle 4.5 cents per kilometre

(ii) This running allowance has been settled by an agreed formula and will be subject to review mid term of this award by the application of the aforementioned agreed formula.

(b) **CLAUSE 11 WAGES**

(i) Delete present Clause 11 sub-clauses (a) (i), (ii) and (iii) and substitute:

(a) The following shall be the minimum rate of wages in the company's Wellington installations:

(i) Workers holding a First Class Certificate – \$261.01

(ii) Workers holding a Second Class Certificate – \$253.92

(b) The following shall be the minimum rates of wages in the Company's Napier installation:

(i) Workers holding a First Class Certificate – \$248.42

(ii) Workers holding a Second Class Certificate – \$241.33

Note: The above rates include an Oil Industry Industry Allowance.

(ii) Delete present Clause 11 sub clause (b) and substitute the following:

(i) For continuous service with the same employer exceeding one year, a total of \$7.20 per week

(ii) For continuous service with the same employer exceeding two years, a total of \$9.20 per week

(iii) For continuous service with the same employer exceeding three years, a total of \$10.80 per week.

- (iv) For continuous service with the same employer exceeding five years, a total of \$13.00 per week.
  - (v) For continuous service with the same employer exceeding ten years, a total of \$15.00 per week.
  - (vi) For continuous service with the same employer exceeding 15 years, a total of \$17.00 per week.
  - (vii) For continuous service with the same employer exceeding 20 years, a total of \$19.00 per week.
  - (viii) Service accrued at the date of this agreement coming into force shall qualify for the allowance.
  - (ix) The allowance shall count in the calculation of overtime rates.
  - (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 workers own default.
- (c) **CLAUSE 9 – MEAL MONEY**

As per Clause 9 of the main agreement the monetary provision in Clause 9 (a), (b) and (c) shall be \$3.40.

(e) **CLAUSE 20 – SUNDAYS AND HOLIDAYS**

As per Clause 20 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.”

**PUMPING ALLOWANCE**

An additional weekly payment of \$10.92, which does not attract overtime will be paid to all boiler attendants required to operate product transfer pumps. This payment is subject to rateable deductions.

**TERM OF AGREEMENT**

3. With the approval of the Arbitration Court the provisions relating to wages in this agreement shall be effective from 1 December 1981, all other provisions shall take effect from the date of registration by the Court, and this agreement shall expire on 30 November 1982.

Dated at Wellington this 23rd day of December 1981.

Signed:

For and on behalf of the Wellington Branch, New Zealand Engine Drivers, Firemen, Greasers and Assistants’ Industrial Union of Workers

G. Devitt, Secretary

BP New Zealand

A. L. Howard, Group Industrial Relations Manager

**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