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**NEW ZEALAND SYNTHETIC PETROL
PLANT CONSTRUCTION PROJECT
ENGINEERS TRAINEE PIPEFITTERS —
COLLECTIVE AGREEMENT
(VOLUNTARY)**

Dated 7/9/83

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 New Zealand Synthetic Petrol Plant Construction Project Engineers Trainee Pipefitters Dispute of Interest between Bechtel Pacific Corporation Limited and the New Zealand Engineering, Coachbuilding, Aircraft, Motor and Related Trades 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 7th day of September 1983.

(L.S.)

J. R. P. HORN, Chief Judge.

SECTION 65

FORM 5

REGULATION 9

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 Synthetic Petrol Plant Construction Project Engineers Trainee Pipefitters Collective Agreement between Bechtel Pacific Corporation Limited and the New Zealand Engineering, Coach Building, Aircraft, Motor and Related Trades Industrial Union of Workers.

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 New Plymouth this 9th day of June 1983.

Signed for and on behalf of the New Zealand Engineering, Coach Building, Aircraft, Motor and Related Trades Industrial Union of Workers:

B. J. Landers, District Secretary.

Signed for an on behalf of Bechtel Pacific Corporation Limited, their contractors and subcontractors:

J. W. Haslemore, Industrial Relations Manager.

NZ SYNTHETIC PETROL PLANT

CONSTRUCTION PROJECT ENGINEERS TRAINEE PIPEFITTERS COLLECTIVE AGREEMENT

Terms of Voluntary Settlement under Section 65 of the Industrial Relations Act 1973, arrived at on 7th June 1983.

SCHEDULE

This Agreement made in pursuance of the Industrial Relations Act 1973, this 7th day of June 1983.

New Zealand Engineering, Coach Building, Aircraft, Motor and Related Trades Industrial Union of Workers (hereinafter called the Union) of the one part and Bechtel Pacific Corporation Limited their contractors and sub-contractors as may be engaged of the other part mutually agree that the contract of employment of employees engaged by employer parties to this agreement shall be:

1. That the terms, conditions, stipulations and provisions contained and set out in the schedule hereto shall be binding upon the parties and they shall be deemed to be and are declared to form part of the Agreement.
2. That the said parties hereto shall respectively do, observe and perform every matter and thing by this Agreement and by the said terms, conditions, stipulations and provisions respectively required to be done, observed and performed and shall not do anything contrary to this Agreement or to its terms, conditions, stipulations and provisions, but shall in all respects abide by and perform the same.

1. APPLICATION

- (a) This Agreement shall apply to trainee pipefitters employed by Bechtel Pacific Corporation Limited, their contractors and sub-contractors as may be engaged on the Motunui Jobsite on the construction of the New Zealand Synthetic Petrol Plant at Motunui.
- (b) The work coverage of the Union referred to in the Schedule of this Agreement shall be in accordance with the work coverage of the industrial clause of the NZ Metal Trades Employees Award.
- (c) In terms of the Industrial Relations Act 1973 Clause 66(2) and Clause 65(6) it is agreed by the original parties to this Agreement that they will withhold their consent to any Union or Association or Employer other than the original parties becoming a party to this Agreement.

2. WAGES

Trainee Pipefitters

604¢ per hour

3. OTHER TERMS AND CONDITIONS

Except as specified for in this Agreement, the other terms and conditions of the New Zealand Synthetic Petrol Plant Construction Project Engineers' Collective Agreement dated 11 August 1982 shall apply where applicable.

4. TERM OF AGREEMENT

This Agreement shall operate from 1 March 1983 and shall continue in force until 29 February 1984.

Signed for and on behalf of New Zealand Engineering, Coach Building, Aircraft, Motor and Related Trades Industrial Union of Workers:

B. J. Landers, District Secretary.

Signed for and on behalf of Bechtel Pacific Corporation Limited their contractors and subcontractors:

J. W. Haslemore, 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.

The Court has given its consent to the redundancy provisions as contained in clause 24 of the New Zealand Synthetic Petrol Plant Construction Project Engineers Voluntary Collective Agreement dated 11 August 1982 for the purpose of Regulations 45C of the Wage Adjustment Regulations 1974 as enacted by Regulation 3 of Amendment No. 8 (S.R. 1976/96) pursuant to Regulation 45I(1)(b) of the Wage Adjustment Regulations 1974 as enacted by Regulation 3 of Amendment No. 20 (S.R. 1982/161).

The Court doubts the validity of clause 1(c) of the Agreement. The agreement is binding on the parties signatory hereto. Its application can be extended to cover any other party in terms of subsection 6 of section 65 of the Industrial Relations Act 1973 only with the filing of a notice of concurrence. In this regard, the attention of the parties is drawn to the provisions of the Wage Freeze Regulations 1982 which relate to the filing of notices of concurrence.

The Court in registering this agreement is satisfied that the requirement of Regulation 6A(1) of the Wage Freeze Regulations 1982 (S.R. 1983/112) have been met. Further, the Court has had regard to Regulation 5C(2)(a) of the Wage Freeze Regulations 1982.

This is a new agreement citing the parties hereto. The document number was previously allocated to the Auckland (21-Mile Radius) Engine Drivers, Boiler Attendants, Firemen and Greasers (General Section) Industrial Agreement dated 16 June 1971 (1971 BA p. 1797) which was cancelled on 27 May 1982 (1982 BA p.7351).

(L.S.)

J. R. P. HORN, Chief Judge.