

Please post in a conspicuous place accessible to workers.

**ABELS LIMITED MAINTENANCE
ENGINEERS—COLLECTIVE
AGREEMENT (VOLUNTARY)**

Dated 16/5/85

NOTE: See clause 9 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 Ltd Maintenance Engineers Dispute of Interest between Abels Ltd and the New Zealand Engineering, Coachbuilding, Aircraft, Motor & 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 16th day of May 1985.

[L.S.]

D. S. CASTLE,
JUDGE.

Section 65 (66)

Regulation 9 (4)

Form 5

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 Abels Limited Employees' Dispute of Interest

BETWEEN Abels Limited

AND the New Zealand Engineering, Coachbuilding, Aircraft, Motor and Related Trades' 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 Court as a collective agreement.

Dated at Auckland this 22nd day of March 1985.

Signed for and on behalf of: Abels Limited

L. J. PITCHER, Manufacturing Manager.

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

J. A. BUTTERWORTH, Auckland District Secretary.

ABELS LIMITED MAINTENANCE ENGINEERS VOLUNTARY SETTLEMENT

A Voluntary Settlement covering maintenance fitters and fitters mates has been negotiated by Abels Limited and the New Zealand Engineering Union to supersede the Agreement notified to you on 1st January 1981 to the 31st October 1981. (New Agreement to run from 1st January 1985 to 31st December 1985.)

The Agreement reached was as follows:—

1. WAGE RATES

	<i>Cents per Hour</i>
Fitters Mates and Engineering	
Storepersons	627.84
Factory Engineers—Core Fitters	707.41

2. SERVICE PAY

After . . .	
6 months' current continuous service	7.55
1 year's current continuous service	19.26
2 years' current continuous service	23.79
3 years' current continuous service	26.69
4 years' current continuous service	32.73
5 years' current continuous service	37.14
6 years' current continuous service	44.69

3. PAYMENTS FOR SKILL

Indenture	19.8
Trade Certificate	23.0
Advanced Trade Certificate	23.0

4. MEAL MONEY

\$3.75 payable after 6.00 p.m.

5. SPECIAL PAYMENTS

(a) An Engineering Skills payment of \$7.0741 per day to ensure expedition in plant repair and new installations to minimise production losses. This payment is on every 8-hour day worked.

(b) Abels Industrial Complexity Allowance

In recognition of the additional skills, increasing complexity and responsibility within the industry arising from the introduction of new technology, a payment of 30 cents per hour additional to the hourly rate shall be paid to all tradesmen. The trades assistant shall be paid the proportional percentage of the above payment to maintain his present relativity.

Note: The rate of 30 cents per hour to be increased to the rate of 35 cents per hour at midnight 21st March 1985, 40 cents per hour at midnight 21st June, 45 cents per hour at midnight 20th September and 50 cents per hour at midnight 10th December 1985.

(c) A payment in lieu of and in place of the Factory Engineers' Award, Clause 31 (e) of 32.61 cents per hour to be added to the effective core rate.

(d) Call Outs

- (i) A worker who is required to be "on call" outside his normal hours of work shall be paid an "on call" allowance of \$33.99 for each week of seven consecutive days on call. Where the "on call" period is less than seven consecutive days, the worker shall be paid an allowance of \$4.24 for each 24-hour period or part thereof on "on call" work from Monday to Friday and \$6.40 for each period or part thereof on "on call" work on a Saturday or Sunday.
- (ii) Workers who are required to be "on call" on a Statutory Holiday shall receive the ordinary week's pay plus one extra day's pay plus ordinary time for any time worked between 7.30 a.m. and 5.00 p.m. and double time thereafter.
- (iii) Where an employee is requested by the Company to be "on call" and is required to have a telephone in his private residence for "on call" purposes, the annual private rental for a single telephone shall be reimbursed provided that to qualify for this reimbursement a total period of eight weeks or more of "on call" duty in any one year is necessary.
- (iv) Where a Call Out occurs between 9.00 p.m. Sunday and the commencement of work Monday morning, a worker "on call" will be entitled to a 7-hour break with no loss of normal Monday earnings except that where the "call out" occurs within 2 hours of the worker's normal start time the requirement for a 7-hour break will not apply.

6.**SICK LEAVE**

(a) After six months current continuous service with the Company, the worker shall, upon the production of a medical certificate from a registered medical practitioner stating that the worker was unable to attend work during his normal working hours, due to illness or a non-work related accident, the worker shall be paid in respect of the first week of the illness or accident, his ordinary wages for time lost up to but not exceeding 40 hours ordinary pay, and a similar payment if he suffers a second illness or non-work related accident in that calendar year.

(b) Any sick leave entitlement not used shall be cumulative to a maximum accumulation of 50 days by carrying forward unused sick pay entitlement from previous years.

7.**REDUNDANCY**

(a) All employees working under this Agreement who are to be declared redundant will receive 8 weeks notice of the termination of their employment, or in lieu of such notice shall receive 8 weeks pay to be paid at ordinary time rates.

(b) Where a worker is given notice and voluntarily terminates his/her employment before the expiry of the notice period, the worker shall not be entitled to payment for the unexpired period of notice.

(c) The Union will be notified before notice is given to the worker.

(d) Redundancy will not include the termination of service of workers over 65 years of age.

8. EXCLUSION OF ECONOMIC STABILISATION (COST OF LIVING ALLOWANCE) REGULATIONS 1984

The rates of remuneration in this Agreement are not to be increased by the application of the provisions of the Cost of Living Allowance made under the Economic Stabilisation (Cost of Living Allowance) Regulations 1984.

9. GENERAL

The terms of the New Zealand Factory Engineers' Award except for those matters specifically stated in this document, shall apply to the Company's workers who are members of the New Zealand Engineering, Coachbuilding, Motor & Related Trades Industrial Union of Workers.

We hereby certify that the rates stated in this document are true and correct.

Subject to approval of the Court, the rates and payments in this document will apply from the 1st January 1985 to the 31st December 1985 and conditions from the date of registration until 31 December 1985.

For and on behalf of:—

Abels Limited:

L. J. PITCHER, Manufacturing Manager.

New Zealand Engineering, Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers (Auckland Branch):

J. BUTTERWORTH, District Secretary.

Dated 22/3/85.

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.

The parties' settlement for a shortened term has the Court's consent pursuant to section 92 (2) of the Industrial Relations Act 1973 and Regulation 6 (3) of the Wage Adjustment Regulations 1974.

The parties attention is drawn to the provisions for Redundancy which provides for eight weeks notice of termination for redundancy, or payment in lieu thereof. This provision must be read in the light of the requirements of Regulation 45C (1) (b) and Regulation 45C (2) as applied by Regulation 45A (2) (a) of the Wage Adjustment Regulations 1974, Amendment No. 20.

(L.S.)

D. S. CASTLE,
JUDGE.

NOTE: This is a new agreement citing the parties hereto. The registration number has not been previously allocated.