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**New Zealand Oil Companies Bulk
Compressed or Liquified Gas
(Drivers)—Collective Agreement
(Voluntary)**

Dated 21/6/85

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 New Zealand Oil Companies Bulk Compressed or Liquefied Gas (Drivers) Dispute of Interest

between New Zealand Road Transport and Motor and Horse Drivers and their Assistants Industrial Association of Workers and the New Zealand Oil Industry Industrial Union of Employers.

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 21st day of June 1985.

[L.S.]

D. S. CASTLE,
JUDGE

Sections 65 & 66

Regulation 9 (4)

FORM 5

SUBMISSION OF VOLUNTARY SETTLEMENT FOR REGISTRATION
UNDER THE INDUSTRIAL RELATIONS ACT 1973

In the matter of the Industrial Relations Act 1973 and in the matter of the New Zealand Oil Companies Bulk Compressed or Liquefied Gas (Drivers) Dispute of Interest between Unions affiliated to the N.Z. Road Transport and Motor and Horse Drivers and their Assistants Industrial Association of Workers and N.Z. Oil Industry Industrial Union of Employers.

TO: THE REGISTRAR OF THE ARBITRATION COURT

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 Wellington this 16th day of May 1985.

For and on behalf of the New Zealand Oil Industry Industrial Union of Employers:

R. J. HALE, Executive Officer (Authorised Agent).

For and on behalf of the Unions affiliated to the N.Z. Road Transport and Motor and Horse Drivers and their Assistants Industrial Association of Workers:

H. S. McCAFFLEY, General Secretary (Authorised Agent).

1. THE NEW ZEALAND OIL COMPANIES BULK COMPRESSED OR LIQUIFIED GAS (DRIVERS) AGREEMENT

This Agreement between New Zealand Oil Industry Industrial Union of Employers (hereinafter referred to as the "Employer") and the Unions Affiliated to the New Zealand Drivers Federation (hereinafter referred to as the "Union") shall be deemed to apply throughout New Zealand where drivers employed by the employer are engaged:

In conveying along a public highway, compressed or liquified gas in bulk, by means of road tank wagons or transportable tanks, and the handling, loading and discharge into and out of static storage tanks, road tank wagons, or transportable tanks.

For the purpose of this Agreement compressed or liquified gases shall be defined as those gases shown on Schedule 1 of this Agreement.

2. INTENT OF AGREEMENT

The parties hereby agree that drivers required by the employer to engage in the activities defined in Clause 1 above, shall be trained in the correct techniques for the handling, loading and discharge of compressed or liquified gases, that they are aware of the properties of these gases and are trained in appropriate emergency procedures.

In the preparation and upgrading of training programmes and in applying improved safety provisions, proposals from competent drivers shall be taken into account.

The companies shall, on receipt of a request, supply information of training programme outline changes to the Drivers' Federation.

3. DEFINITIONS

(a) Terms used in this Agreement, which have a meaning ascribed to them in the Dangerous Goods Act and Regulations pertaining thereto, shall assume the same meaning in this Agreement.

(b) Competent Driver shall be a driver who has had substantial experience as an oil company driver and who has been trained in accordance with the employers training programme.

4. SCOPE OF AGREEMENT

(a) Only competent drivers trained in accordance with the provisions of Clause 2 herein shall be designated and instructed to engage in the work covered by this Agreement.

(b) While a driver is in receipt of a basic compressed or liquified gas allowance as defined in Clause 5 (a) he shall hold himself available to carry out the work covered by this Agreement.

(c) A driver in receipt of the basic allowance shall agree that the work covered by this Agreement shall at the employer's request be accorded priority over any other work which constitutes part of the duties of the worker.

(d) Receipt of the basic allowance shall not be deemed to preclude the employer from requiring the driver to carry out other duties as are common to other drivers covered by the New Zealand Oil Companies Drivers Award.

5. COMPRESSED OR LIQUIFIED GAS ALLOWANCE

(a) Basic Allowance—Where an employer is engaged in work covered by this Agreement and a driver has been trained and designated in accordance

with the provisions of Clause 2 herein, the driver shall be paid a basic compressed liquified gas allowance of \$9.67 per week.

(b) Handling Allowance—Where a driver is required to perform work covered by this Agreement for a week, or part thereof, he shall be paid a further allowance of \$10.16 for the week in which he was so engaged.

(c) The allowances defined herein shall count towards the calculation of overtime payments.

(d) The employer shall be entitled to make rateable deductions from the allowances provided for in Clause 5 (a) and (b) herein for time lost by the driver through sickness, accident, or the driver's own default.

6. SAFETY COMMITTEES

Recognising that a driver should not be required to perform a work practice which is unsafe the parties agree that LPG/CNG Safety Committees shall be established in each centre where oil companies drivers are engaged in the work coming within the terms of this Agreement.

Each Safety Committee shall comprise one competent LPG/CNG Driver and the Installation Superintendent and in locations where there is a safety officer he will be included as a member of the Committee.

In the event that a matter of safety cannot be resolved by the Committee, any member of that Committee shall have the right to require that the Company LPG or CNG Engineer is consulted and his decision in the matter is requested.

7. The list of gases on Schedule 1 to this Agreement may be added to or deleted from by agreement between the parties.

8. The parent award to which this agreement relates is the New Zealand Oil Companies Drivers Award.

9. TERM OF AGREEMENT

The provisions of Clause 5 of this Agreement shall be deemed to have come into effect on 1st March 1985 and all other matters from the day of the date hereof and shall remain in force until 31st December 1985.

Dated at Wellington this 16th day of May 1985.

For and on behalf of the New Zealand Oil Industry Industrial Union of Employers:

R. J. HALE, Executive Officer (Authorised Agent).

For and on behalf of the Unions Affiliated to the N.Z. Road Transport and Motor and Horse Drivers and Their Assistants Industrial Association of Workers:

H. S. McCAFFLEY, General Secretary (Authorised Agent).

SCHEDULE 1

Liquefied Petroleum Gas
Compressed Natural Gas

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 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 nine months from the date of registration.

[L.S.]

D. S. CASTLE,
JUDGE

NOTE: This voluntary settlement supersedes the New Zealand Oil Companies Bulk Compressed or Liquefied Gas Collective Agreement (Voluntary) dated the 12th March 1982, B.A. 1982, page 3383.