

Please post in a conspicuous place accessible to workers

“The attention of all persons affected by this document is drawn to the transitional provisions concerning union membership set forth in section 17 Industrial Relations Amendment Act 1985.”

**ABELS LIMITED STATIONARY
ENGINE DRIVERS — COLLECTIVE
AGREEMENT (VOLUNTARY)**

Dated 29/4/86

NOTE: See clause 17 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 29th day of April 1986

(L.S.)

D. D. FINNIGAN
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 of New Zealand,
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 25th day of February 1986.

SIGNED FOR AND ON BEHALF OF
ABELS LIMITED:

(C.H. ABEL)
Managing Director

SIGNED FOR AND ON BEHALF OF
THE N.Z. ENGINE DRIVERS
FIREMEN GREASERS AND
ASSISTANTS INDUSTRIAL
UNION OF WORKERS:

(G. HOGARTH)
Secretary

(K. ANDERSEN)
Authorised Agent

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.

1. WAGES

(a) Engine Drivers

Workers holding a Second Class Stationary Engine Drivers' Certificate shall be paid a job rate of \$8.244 per hour.

Workers holding a First Class Engine Drivers Certificate shall be paid a job rate of \$8.495 per hour.

In addition to the job rates a Certificate Payment of 30 cents per hour shall be added to the above job rates for Certified First and Second Class Engine Drivers.

(b) Greaser

Shall be paid \$7.82 per hour.

(c) Industry Allowance

In addition to the rates in Clause 1(a) and (b) an Industry Allowance of 50 cents per hour shall be paid.

2. SERVICE ALLOWANCE.

(a) After six months' current continuous service with the Company an adult worker shall be paid an allowance of 8.72 cents per hour.

(b) After one year's current continuous service with the Company an adult worker shall be paid a further 14.15 cents per hour making a total allowance of 22.87 cents per hour.

- (c) After two years' current continuous service with the Company an adult worker shall be paid a further 5.54 cents per hour making a total allowance of 28.41 cents per hour.
- (d) After three years' current continuous service with the Company an adult worker shall be paid a further 5.55 cents per hour making a total allowance of 33.96 cents per hour.
- (e) After four years' current continuous service with the Company an adult worker shall be paid a further 5.54 cents per hour making a total allowance of 39.50 cents per hour.
- (f) After five years' current continuous service with the Company an adult worker shall be paid a further 5.66 cents per hour making a total allowance of 45.16 cents per hour.
- (g) After six years' current continuous service with the Company an adult worker shall be paid a further 6.46 cents per hour making a total allowance of 51.62 cents per hour.

3. **SHIFT ALLOWANCE**

A shift allowance of \$6.57 shall be paid for each day shift or afternoon shift worked. For each night shift worked a payment of \$7.23 shall be paid. 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 total shift allowance for the day exceed \$20.37.

4. **MEAL ALLOWANCE**

A meal allowance of \$5.15 shall be paid in terms of the Award Clause.

5. **DOMESTIC LEAVE**

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 find it essential to stay at home in an emergency in the event of the illness of the spouse or a 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.

6. **TRAVELLING REIMBURSING ALLOWANCE**

All workers required to start or cease work between and including the hours of 10 p.m. and 7 a.m. shall be paid a travelling reimbursing allowance of one hour's pay at ordinary rates. This clause shall not apply where a worker is reasonably able to use public transport or where the worker lives less than 800 metres from his place of work. If a conveyance is provided free of charge for the worker by the employer, the worker shall not be entitled to payment of a travelling reimbursement allowance under this clause.

The Company will show the total amount paid to each worker under this Clause as a separate amount on their IR.12 form.

7. **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 57.75 cents per hour additional to the hourly rate shall be paid to all Engine Drivers.

The Greaser shall be paid the proportional percentage of the above payment to maintain his present relativity.

8. **HOURS OF WORK**

When overtime work is necessary it shall, whenever reasonably practicable, be so arranged that workers have at least nine consecutive hours off duty between the work of successive days. A worker who works so much overtime between the termination of his ordinary work on one day and the commencement off his work on the next day that he has not had at least nine consecutive hours off duty between these times, shall subject to this sub-clause, be released after completion of such overtime until he has had nine consecutive hours off duty without loss of pay for ordinary working time, occurring during such absence. If on the instructions of his employer, such a worker resumes or continues work without having had such nine consecutive hours off duty, he shall be paid at double rates until he is released from duty for such period, and he shall be entitled to be absent until he has had nine consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

9. **SICK LEAVE**

- (a) After six months' current continuous service with the same employer a worker shall be entitled in each subsequent year of service to sick pay for up to ten days calculated at the rate of his ordinary pay. Sick pay shall accumulate to a maximum of 50 days by carrying forward from one year to another any unused sick pay of up to 40 days.
- (b) Sick pay shall not be paid in respect of any statutory or agreement holiday for which the worker is entitled to full pay.
- (c) Sick pay for a day shall be calculated according to the number of working days for which the worker's ordinary weekly pay is paid.
- (d) Notice of absence must be given to the employer irrespective of whether or not the employee has sick pay entitlement available to him.
- (e) A claim for sick pay shall be supported by a medical certificate.
- (f) The worker shall ensure notice is given to the employer on the first day of absence due to illness.

10. **MULTIPLE FUEL ALLOWANCE**

Engine Drivers employed by the Company to man boilers which are fired by a minimum of two alternative fuels from any of the available fuel resources, shall be paid 22.66 cents per hour extra in recognition of the additional skills, stress, etc., associated with multifiring of boilers and new technology.

11. **CLOTHING**

Clause 29 (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 \$1.62 per week.

In all other respects the provisions of Clause 29 of the current Engine Drivers' Award remain in force.

12. **ANNUAL HOLIDAYS**

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

- (b) Service Holiday — upon the completion of three years' current continuous service with the Company each worker shall for the third 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.

13. **BRINE PAYMENT**

Where a worker is required to regenerate the water softener, they shall be paid \$2.67 per day while so employed.

14. **CHEMICAL HANDLING ALLOWANCE**

A payment of \$2.00 shall be paid to the boilerman for each day that he is required to do boiler water treatment.

15. **TECHNOLOGY CHANGE**

When considering the introduction of new technology and/or plant which could affect the workers covered by this Agreement, discussions will be held with the Secretary or any authorised officer of the Union prior to the introduction of any proposed technology and/or plant.

16. **MATTERS NOT PROVIDED**

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 shall apply.

17. **TERM OF AGREEMENT**

This Agreement insofar as the provisions relating to the rates of wages contained in Clause 1, sub-clauses (a) and (b) shall be deemed to have come into force on the 13th October 1985.

All other provisions in the document shall be deemed to have come into force on the 10th January 1986.

The provisions contained in this document shall remain in force until the 9th January 1987.

Signed for and on behalf of
ABELS LIMITED:

C.H. ABEL
Managing Director

Signed for and on behalf of
**THE N.Z. ENGINE DRIVERS
FIREMEN GREASERS AND
ASSISTANTS INDUSTRIAL
UNION OF WORKERS:**

G. HOGARTH
Secretary

K. ANDERSEN
Authorised Agent

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 one year from the date of registration.

(L.S.)

D.D. FINNIGAN
JUDGE