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NEW ZEALAND OIL INDUSTRY METAL TRADES EMPLOYEES – COLLECTIVE AGREEMENT (VOLUNTARY)

Dated 13/2/87

NOTE: See clause 6 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 Industry Metal Trades Employees Industry Allowance dispute of interest between the New Zealand Engineering, Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers and the New Zealand Oil Industry Industrial Union of Employers and Mobil Oil (NZ) 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 13th day of February 1987.

(L.S.)

J. R. P. HORN
JUDGE

SECTION 65

REGULATION 9 (IV)

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 NZ Oil Industry Metal Trades Employees Industrial Allowance Dispute of Interest

BETWEEN the New Zealand Engineering, Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers

AND the New Zealand Oil Industry Industrial Union of Employers as in Appendix and Mobil Oil (NZ) Ltd.

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 19TH DAY OF DECEMBER 1986.

FOR AND ON BEHALF OF THE NEW ZEALAND OIL INDUSTRY
INDUSTRIAL UNION OF EMPLOYERS AS IN APPENDIX AND
MOBIL OIL (NEW ZEALAND) LIMITED

P. F. DIVER, AUTHORISED AGENT.

FOR AND ON BEHALF OF THE NEW ZEALAND ENGINEERING,
COACHBUILDING, AIRCRAFT, MOTOR AND RELATED
TRADES INDUSTRIAL UNION OF WORKERS

R. E. JONES, NATIONAL SECRETARY.

APPENDIX:

BP OIL NEW ZEALAND LIMITED

SHELL OIL NEW ZEALAND LIMITED

CALTEX OIL (NEW ZEALAND) LIMITED

**NEW ZEALAND OIL INDUSTRY METAL TRADES EMPLOYEES
INDUSTRY ALLOWANCE AGREEMENT**

1. PARTIES TO THE AGREEMENT

This Agreement is made pursuant to section 65 of the Industrial Relations Act 1973 between the New Zealand Engineering, Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers and the New Zealand Oil Industry Industrial Union of Employers and Mobil Oil (New Zealand) Limited.

2. WORKERS TO WHOM THIS AGREEMENT SHALL APPLY

This Agreement shall apply to workers employed, by member companies of the New Zealand Oil Industry Industrial Union of Employers and workers employed by Mobil Oil (New Zealand) Limited under the terms and conditions of the New Zealand Oil Companies Metal and Related Trades Employees Award.

3. INTENT OF AGREEMENT

The intention of the Agreement is to provide a payment which recognises:

(a) The special nature of the work in the industry, and

(b) The various environmental and climatic conditions in which the respective employees of the New Zealand Oil Industry Industrial Union of Employers and Mobil Oil (New Zealand) Limited are required to work.

(c) The understanding of the parties that there be co-operation in meeting operational requirements for the efficient distribution of the products of the members of the New Zealand Oil Industry Industrial Union of Employers and Mobil Oil (New Zealand) Limited in all their respective localities in New Zealand.

4. INDUSTRY ALLOWANCE

(a) Workers covered by this Agreement shall be paid an "Industry Allowance", in addition to their weekly wage, as follows:

The Industry Allowance shall be the equivalent of 10% of the ordinary wage applicable to an indentured fitter and turner as provided in the New Zealand Oil Companies Metal and Related Trades Employees Award.

(b) This allowance shall be incorporated into the workers weekly wage for the purpose of calculating overtime pay.

(c) The employer shall be entitled to make rateable deductions from the allowance for time lost by the worker through sickness, accident or the worker's own default.

(d) If the indentured fitter and turner's ordinary wage as provided in the New Zealand Oil Companies Metal and Related Trades Employees Award is increased by negotiation or otherwise the monetary amount of this industry allowance will be adjusted accordingly.

5. **MAIN AWARD**

With respect to all other matters the terms and conditions of the New Zealand Oil Companies Metal and Related Trades Employees Award shall apply.

6. **TERM OF AGREEMENT**

This Agreement shall be deemed to have come into effect on the first day of the pay week on or after 30 November 1986 and shall continue in force until 29 November 1987.

7. **UNION MEMBERSHIP**

If any adult person (other than a person who holds a certificate of exemption from union membership issued under section 112o of the Industrial Relations Act 1973) who is not a member of a union of workers bound by this agreement is engaged or employed by any employer bound by this agreement, in any position or employment that is subject to the agreement, the person shall become a member of the union within 14 days after that person's engagement or, as the case may require, after this clause comes into force, and shall remain a member of the union so long as that person continues in the position or employment.

(Explanatory note in relation to expiry of union membership clause: This clause will expire on 11 November 1989 unless it is extended pursuant to section 101A of the Industrial Relations Act 1973.)

DATED AT WELLINGTON THIS 19TH DAY OF DECEMBER 1986.

FOR AND ON BEHALF OF THE NEW ZEALAND ENGINEERING,
COACHBUILDING, AIRCRAFT, MOTOR AND RELATED
TRADES INDUSTRIAL UNION OF WORKERS

R. E. JONES, NATIONAL SECRETARY.

FOR AND ON BEHALF OF THE NEW ZEALAND OIL INDUSTRY
INDUSTRIAL UNION OF EMPLOYERS AS IN APPENDIX AND
MOBIL OIL (NEW ZEALAND) LIMITED

P. F. DIVER, 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.)

J. R. P. HORN
JUDGE