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**V. H. Farnsworth Limited Bunkering
Gang — Collective Agreement
(Voluntary)**

Dated 22/6/81

NOTE: See clause 14 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 V. H. Farnsworth Limited Bunkering Gang Dispute of Interest between the New Zealand Engineering, Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers and V. H. Farnsworth 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 22nd day of June 1981.

(L.S.)

N. P. Williamson, Judge.

Section 65 (66)

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 V. H. Farnsworth Ltd Bunkering Gang Collective Agreement (Voluntary Settlement) between the New Zealand Engineering, Coachbuilding, Aircraft, Motor and Related Trades' Industrial Union of Workers and V. H. Farnsworth Ltd.

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 Arbitration Court as a collective agreement.

Dated at Auckland this 30 day of May 1981.

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

P. Denny.

Signed for and on behalf of V. H. Farnsworth Ltd:

A. J. Farnsworth.

V. H. FARNSWORTH LIMITED BUNKERING GANG COLLECTIVE AGREEMENT

APPLICATION OF AGREEMENT

1. This Agreement shall apply to members of the Engineers' Union who are primarily employed on the bunkering gang by V. H. Farnsworth Limited.

BUNKERING AND TANKER DISCHARGE WORK

2. It is agreed that any bunkering and tanker discharge work available to V. H. Farnsworth Limited will be offered first to the bunkering gang, but if no member of the gang is able to carry out this work, then the Company may employ other workers on bunkering and tanker discharge work.

ALTERNATIVE WORK

3. Where no bunkering or tanker discharge work is available, alternative engineering work will be offered to the bunkering gang in the following order of priority:

1. Engineering labouring work within the Oil Compound;
2. Work as a Tradesman's Assistant;
3. Cleaning work in ships' engine rooms;
4. Cleaning of boilers;
5. Engineering riggers' work;
6. Cleaning by steam or water blasting, except for work within the Port Services Limited compound;
7. Sand-blasting in connection with engineering work;
8. Other engineering maintenance work;

The bunkering gang will not be required to carry out alternative work at Farnsworth Galvanisers Limited.

RATES OF PAY AND ALLOWANCES

- 4.1 Basic Rate — Members of the bunkering gang will be paid 475.1 cents per hour.
2. Chemical Handling — Suitably qualified workers shall be paid a chemical handling allowance of 39.5 cents per hour and the conditions of the Oil Companies Chemical Handling Agreement shall be observed.
3. Oil Industry Allowance — Workers will be paid an Oil Industry Allowance of 48.9 cents per hour while engaged on work under the Oil Bunkering and Discharge Contract or on work in the Oil Industry Allowance of 48.9 cents per hour while engaged on work under the Oil Bunkering and Discharge Contract or on work in the Oil Company Compound for which this allowance has been paid in the past.
4. Locality Allowance — Workers will be paid a locality allowance of 27.3 cents per hour while engaged on work under the Oil Bunkering and Discharge Contract.
5. Service Allowance — After six months' continuous service with the Company, an adult worker shall be paid an allowance of 7 cents per hour.

After one year's continuous service with the Company, an adult worker shall be paid a further 8.3 cents per hour making a total of 15.3 cents per hour.

After two years' continuous service with the Company, an adult worker shall be paid a further 3.3 cents per hour making a total of 18.6 cents per hour.

After three years' continuous service with the Company, an adult worker

shall be paid a further 3.3 cents per hour making a total of 21.9 cents per hour.

After four years' continuous service with the Company, an adult worker shall be paid a further 3.3 cents per hour making a total of 25.2 cents per hour.

After five years' continuous service with the Company, an adult worker shall be paid a further 3.3 cents per hour making a total of 28.5 cents per hour.

No worker shall have his service allowance reduced as a result of the operation of this Agreement.

STOP-WORK MEETINGS

5. The Union may hold up to two (2) stop-work meetings per year of workers employed under this Agreement, such meetings to be of no longer duration than two hours: Provided that such meetings shall be arranged at a place on a day and at a time as are agreed between the Union and the New Zealand Oil Industry Industrial Union of Employers: Provided further, that the Union shall give at least two (2) weeks' notice of its intention to hold such a meeting. Such meetings shall be restricted to Union members domiciled within a fifteen mile radius of the meeting place or such other radius as may be agreed upon from time to time by the Union and the New Zealand Oil Industry Industrial Union of Employers. No rateable deduction shall be made for up to three hours, including travelling time to or from the meeting. The employer shall be entitled to make a rateable deduction from weekly wages for time lost in attending any other stop-work meetings.

CALL-BACK

6. (a) Where a worker is called back to work after leaving his place of employment and having completed his day's work or shift, he shall receive a minimum payment of three hours at the appropriate rate.

(b) Workers called back to work at any time on Saturdays, Sundays or holidays shall receive a minimum payment of four hours at the appropriate rate.

WORK NOT PROCEEDED WITH

7. (a) Where a worker is required to work on tank ship bunkering or discharging at a specific time outside his normal working hours and no work is available due to cancellation or postponement, he shall be paid a minimum of three hours at ordinary rates unless he is notified of the cancellation more than ten hours prior to the specific time of commencement.

(b) Where any worker is notified to work overtime, other than on a tanker discharge or bunkering, and such overtime is cancelled on the day it was to be worked, such worker shall be paid a compensatory payment equivalent to one hour at ordinary rates of pay.

STAND-BY

8. When standing by awaiting management's advice on a specific time for reporting for work under the Oil Bunkering and Discharge Contract, a worker shall be paid an allowance of \$1.634 per hour with a minimum of four (4) hours and a maximum of eight (8) hours in any one day.

NIGHT WORK

9. If bunkering work at the Wynyard Wharf continues beyond 3.00 a.m. then the workers involved will be entitled to be absent on the following day without loss of ordinary pay: Provided that if bunkering work is available on the following day the workers will be required to resume work after a nine hour break at ordinary rates of pay.

WASH-UP TIME

10. Each worker shall be allowed five minutes for washing prior to each meal interval and at the end of each day or shift when engaged on bunkering or tanker discharge work.

TEA AND COFFEE

11. At the employer's depot, the employer shall supply free of charge boiling water, tea, coffee and sugar.

REDUNDANCY

12. All employees to be declared redundant will receive not less than four weeks' notice of the termination of their employment and the Union will be advised prior to the issuing of such notices.

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

RELATIONSHIP WITH N.Z. METAL TRADES' AWARD

13. The terms and conditions of employment for workers employed on the bunkering gang shall be in accordance with the terms of the N.Z. Metal Trades' Award and with the terms of this Agreement: Provided that in case of conflict, the terms of this Agreement shall prevail.

TERM OF AGREEMENT

14. This Agreement so far as rates of wages to be paid are concerned, shall be deemed to have come into force on 30 November 1980 and so far as all other conditions are concerned it shall come into force on the date of signing. The Agreement shall continue in force until 29 November 1981.

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

Signed for and on behalf of V. H. Farnsworth Limited:

A. J. Farnsworth.

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 rates of remuneration determined by this collective agreement shall be increased to the extent and in the manner prescribed by the general order of the Arbitration Court made under the Economic Stabilisation (Cost-of-Living Increase) Regulations 1980.

(Explanatory Note — The general order increased rates of remuneration determined by awards and collective agreements by 5% with effect on and from the 11th June 1981. For the purposes of the general order, the term "remuneration" means salary or wages and all other payments of any kind whatsoever prescribed in awards and collective agreements.)

(L.S.)

N. P. Williamson, Judge.