

THE SEDCO OIL DRILLING RIG PROJECT CATERING
STAFF - INDUSTRIAL AGREEMENT

This Industrial Agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1954, this 16th day of March, 1970, between the Universal Catering Service Pty. Ltd., (hereinafter called "the employer") on the one part and the Taranaki Hotel & Restaurant Related Trades Industrial Union of Workers (hereinafter called "the Union") of the other part, whereby it is mutually agreed by and between the parties hereto as follows:

1. That the terms, conditions, stipulations and provisions contained and set out in the schedule hereto shall be binding upon the parties, and they shall be deemed to be and are hereby declared to form part of the agreement.

2. That the said parties hereto shall respectively do, observe and perform every matter and thing by this agreement and by the said terms, conditions, stipulations and provisions respectively required to be done, observed and performed and shall not do anything contrary to this agreement or to its terms, conditions, stipulations and provisions, but shall in all respects abide by and perform the same.

SCHEDULE

APPLICATION

1. This agreement shall apply to catering staff employed by Universal Catering Service Pty. Ltd., Melbourne, Australia, in connection with the operation of Sedco Oil Drilling Rig off the Taranaki Coast.

HOURS OF WORK

2. The hours of work shall be 12 hours worked over a period of 14 consecutive days and each worker shall have 7 consecutive days shore leave.

No worker shall be employed for more than 5 hours continuously without an interval of not less than half an hour for a meal.

SHIFT WORK

3. A shift allowance of \$1.00 per shift shall be paid to all workers.

OVERTIME

4. (a) All overtime is to be calculated and paid for on a daily computation basis.

(b) Except as provided in Clause 5 hereof all overtime worked shall be paid for at time and one half rate for the first three hours and at double time thereafter.

(c) A worker called back for work not pre-arranged shall be paid a minimum of two hours at the appropriate rate.

SPECIAL HOLIDAYS

5. (a) Provided he has worked for the employer at any time during the fortnight ending on the day on which the holiday occurs a worker shall be allowed the following holidays on pay: New Year's Day, 2nd January, Good Friday, Easter Monday, Anzac Day, Sovereign's Birthday, Labour Day, Christmas Day, Boxing Day, Day after Boxing Day and Anniversary Day (or a day in lieu thereof by arrangement). Except in cases where a worker is leaving the works for any reason, a period of annual leave on pay may count as time worked for the purpose of this subclause.

(b) When any of the above holidays, except Anzac Day, falls on a Saturday or a Sunday, it shall be observed on the following Monday, and in the event of another holiday falling on such Monday such other holiday shall be observed on the next succeeding Tuesday.

(c) Time worked on any of the above holidays shall be paid for at double time rate in addition to the holiday payment.

(d) A worker who is required to and reports for work on any of the above holidays shall be paid for a minimum of four hours at the appropriate rate.

(e) A worker who meets with an accident in the course of his employment with the

employer (and whether or not receiving accident compensation) is entitled to payment for any of the above holidays which occurs during the period of incapacity provided he had worked for the employer at any time during the fortnight ending on the day of the holiday.

(f) A worker who has been certified as fit to resume work on any of the above holidays following sick leave or absence because of an accident, and who reports for duty on the working day immediately following such holiday, shall be paid for such holiday.

ANNUAL HOLIDAYS

6. (a) The provisions of the Annual Holidays Act 1944 and its amendments shall apply to workers covered by the provisions of this agreement except that a worker shall be entitled to three weeks' annual holiday.

For a lesser period than one year a proportionate holiday shall be given or paid for.

(b) Employers shall give each employee at least 14 days' previous notice of his intention to give such employee his annual holiday.

(c) Such holidays shall be given and taken within a period of two months.

(d) Workers entitled to holidays or proportionate holiday allowance shall receive payment for same prior to commencing the holidays or on termination of service, as the case may be.

(e) Should any of the special holidays specified in clause 5 of this award occur during the currency of any worker's holidays, then the annual holidays shall be extended by one day for every such special holiday so occurring, and the worker shall receive full pay for each additional day.

(f) The qualifying period of a worker's holidays shall be taken from the date on which they originally commenced their employment or from the date on which their last holiday fell due, and not from the date on which their last holidays were taken.

SICK LEAVE

7. All workers shall be entitled to five days' sick leave each year on pay.

SATURDAY AND SUNDAY PAY

8. Workers employed on any Saturday shall be paid 11 (eleven) hours at time and a half and 1 (one) hour at double time rates.

Workers employed on any Sunday shall be paid at double time rates.

WAGES

9. The following shall be the basic rate of pay for 40 hours:

	Weekly.	Hourly.
Chef	\$46.35	\$1.15875
Other Cooks	\$45.35	\$1.13375
Utility Men	\$41.65	\$1.04125

PAYMENT OF WAGES

10. (a) All wages shall be paid fortnightly within two days of their falling due.

(b) Workers shall be supplied with full details of their earnings.

(c) A worker's time will end at midnight on Tuesday of the week he is due off "time." He will collect his pay packet at the heliport. Only two days' pay will be held back which will be paid on the next pay period.

BOARD AND LODGING AND TRAVELLING TIME

11. (a) Board and Lodging shall be provided free of charge to all workers while on the rig.

(b) Four hours' travelling time each way at ordinary time shall be paid to each worker when being changed out by helicopter or boat weather permitting, provided the worker reports at the point of departure at the appointed time.

(c) A worker requiring leave for the purpose of visiting his home during the currency of the project shall make individual application for same to his employer. The employer shall inform the worker of his decision promptly, and shall not unreasonably withhold his consent to such application.

DRESS AND EQUIPMENT

12. (a) The employer shall supply to each worker suitable outer clothing or uniform for use during the hours of his employment, having regard to the nature of the duties the worker is required to perform and launder the same free of charge to the worker.

The standard outer clothing to be so supplied shall be as follows, but the employer shall have the right to substitute for the standard uniform any other type of outer clothing that he may consider more appropriate.

(i) Cooks: – White coats, white or check cotton or linen trousers, white aprons and caps.

(ii) Kitchenhands and other workers not specified –
Dungaree or drill trousers and a large rubber apron.

(iii) Utility men – White or drill trousers, white coat and white shirt.

(b) Kitchen staff required to scrub out the kitchen shall be supplied by the employer with rubber boots and shall be paid an allowance of 15 cents per day while so employed.

(c) Cooks, butchers, bakers and pastrycooks, providing their own tools, such as carving knives, forks, steel and sharpening stone, palette knives, pastry cutters and piping tubes shall be paid a tool allowance of 40 cents per week.

TIME TABLE

13. A time-table setting out the correct working hours of each worker shall be affixed and maintained in some conspicuous place in each department and accessible to the workers employed therein.

OFF SHORE ALLOWANCE

14. An Off Shore Allowance of 17.5 cents per hour additional shall be paid to all workers on hours worked.

TERMS OF EMPLOYMENT

15. (a) All workers shall give or be given one week's notice of termination of employment, or in lieu of such notice by the employer a week's wages shall be paid.

(b) Nothing in this clause shall require the employer to give such notice when dismissing any worker for serious misconduct including disobedience of instructions.

(c) Where practicable, workers shall be informed at least two weeks before it becomes necessary to shorten hands owing to the advanced stage or completion of work.

ACCIDENTS

16. (a) Every worker who is injured by accident arising out of and in the course of his employment shall forthwith report to the person in charge of the first-aid outfit for attention. The worker shall also report the accident as an accident and supply full particulars to the supervisor, or, in his absence, to the person in charge at the time. The foregoing applies to every injury, no matter how trivial it may appear.

(b) When a worker suffers an accident arising out of and in the course of his employment, and any injury caused thereby to the worker necessitates his immediate removal to a hospital, or to a medical practitioner for medical attention and then to his residence or to a hospital, or to his residence (medical attendance away from his residence not being required), the employer shall forthwith, at the expense of the employer, provide or arrange for the necessary conveyance therefor. The employer shall also pay all reasonable expenses for meals and lodging incurred by or on behalf of the worker during the course of such removal. If necessary the employer shall summon a medical practitioner to the

works to attend the injured worker, and the employer shall pay all reasonable and actual expenses incurred in such medical practitioner reaching the works.

(c) First aid outfits shall be kept in the catering department and qualified first aid men shall be available.

(d) Where a fatal or serious accident occurs and is attributable to the conditions obtaining, work shall be suspended at the place where the accident happened until an inspection has been made by the employer and the union representative, either jointly or separately. Nothing in this subclause shall affect any work necessary for the immediate protection either of the workers or of the work itself.

(e) In the event of a fatal or serious accident, the employer shall immediately notify the local union representative.

DISPUTES

17. The essence of this agreement being that the work of the employer shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this agreement as to any matter whatsoever arising out of this agreement and not specifically dealt with by this agreement or if any dispute or difference shall arise between the parties in connection with any matter relevant to this agreement every such dispute or difference shall be referred to a committee to be composed of two representatives of each side together with an independent chairman to be mutually agreed upon or in default of agreement to be appointed by the Conciliation Commissioner for the district. Either side shall have the right to appeal to the Court against a decision of any such committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing. A grievance shall not be deemed a "grievance" until the accredited representative of the union has been asked by the worker or workers concerned to deal with it.

GENERAL

18. (a) Fire Precautions

To the fullest extent practicable, staff shall be instructed in fire fighting methods and in the use of fire fighting appliances and the location of fire escapes.

(b) Right of Entry Upon Premises

The Secretary or other authorised officer of the Union of Workers shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

The employer shall if requested by the secretary or other authorised officer of the Union supply him with a list of names of the members of the catering staff on the rig.

(c) Union Dues

It shall be a condition of employment under this Agreement that the worker shall pay all union dues to the authorised representative of the unions or to the union. By arrangement with the union and the employee, the employer may deduct union dues from the wages of the employee subject to receiving the necessary legal authority to so deduct.

(d) Relieving of Workers

Excepting where otherwise specially provided for in this Agreement the relieving of workers absent on their annual holidays, or other approved leave, shall be the responsibility of the employer.

(e) Any Award increases or General Wage Orders granted by the Court of Arbitration will be extended to apply to this Agreement.

(f) Copy of Agreement

The employer bound by this Agreement shall at all times cause to be exhibited and maintained in a conspicuous place, and in such a position as to be easily read by the employees, a copy of this Agreement and a statement of the holidays and the working hours of each employee.

TERMS OF AGREEMENT

19. This Agreement shall come into force on the 29th day of October, 1969 and shall continue in force until the 28th day of October, 1970.

Signed on behalf of the Taranaki Hotel & Restaurant Related Trades Industrial Union of Workers

W. E. Fitzsimons, Secretary.

Witness: G. Armstrong, Gen.
Secretary.

Signed on behalf of Universal Catering Service Pty. Ltd.

W. E. Bell, Managing Director.

Witness: A. Jones, Secretary.