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**Huntly Coal Project Construction Agreement
Underground Shift Work – Collective
Agreement (Composite)**

Dated 19/11/75

NOTE: See clause 6 herein for the date on which rates of wages come into force

Under the Industrial Relations Act 1973

REGISTERED COLLECTIVE AGREEMENT

In the matter of the Industrial Relations Act 1973 and in the matter of the Huntly Coal Project Construction Agreement/Underground Shift Work Dispute of Interest between the Auckland District Boilermakers Structural Metal Fabricators and Assemblers, Metal Ship and Bridge Builders' Industrial Union of Workers; The New Zealand Carpenters and Related Trades Industrial Union of Workers; The North Island Electrical Trades Industrial Union of Workers; The New Zealand Engineering, Coach Building, Aircraft and Motor and Related Trades Industrial Union of Workers; The United Mine Workers' Union of New Zealand; and Bechtel Pacific Corporation Limited.

The Industrial Commission, having before it the terms of a voluntary settlement arrived at in the above-mentioned dispute of interest and submitted or notified to the Commission pursuant to the provisions of section 66 of the Industrial Relations Act 1973, hereby registers as a collective agreement the terms, conditions, and provisions set out in the schedule 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 Industrial Commission has hereto been affixed and the President of the Commission has hereunto set his hand, this 19th day of November 1975.

(L.S.)

G. O. Whatnall, President.

Under the Industrial Relations Act 1973

SUBMISSION OF VOLUNTARY SETTLEMENT FOR REGISTRATION/FILING

In the matter of the Industrial Relations Act 1973; and in the matter of the Huntly Coal Project Construction Agreement/Underground Shift Work dispute of interest between the Auckland District Boilermakers, Structural Metal Fabricators and Assemblers, Metal Ship and Bridge Builders' Industrial Union of Workers, the New Zealand Carpenters and Related Trades Industrial Union of Workers, the North Island Electrical Trades Industrial Union of Workers, the New Zealand Engineering, Coach Building, Aircraft and Motor and Related Trades Industrial Union of Workers, the United Mine Workers' Union of New Zealand, and Bechtel Pacific Corporation Limited.

To: The Registrar of the Industrial Commission

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 Sections 65 and 66 of the Industrial Relations Act 1973, for registration by the Industrial Commission as a collective agreement for the Unions covered under this section and pursuant to Section 141 of the Industrial Relations Act 1973 for filing by the Industrial Commission in respect of the Union covered by this section.

Dated at Auckland this 31st day of October 1975.

Signed for and on behalf of the Auckland District Boilermakers Structural Metal Fabricators and Assemblers, Metal Ship and Bridge Builders' Industrial Union of Workers

J. Findlay.

Signed for and on behalf of the New Zealand Carpenters and Related Trades Industrial Union of Workers

A. R. Tibby as Agent.

Signed for and on behalf of the North Island Electrical Trades Industrial Union of Workers

J. F. Taylor.

Signed for and on behalf of The New Zealand Engineering, Coach Building, Aircraft, and Motor and Related Trades Industrial Union of Workers

J. Butterworth.

Signed for and on behalf of The United Mine Workers' Union of New Zealand

M. J. Bassick.

Signed for and on behalf of Bechtel Pacific Corporation Limited

G. J. Smith.

HUNTLY COAL PROJECT CONSTRUCTION AGREEMENT UNDERGROUND/SHIFT WORK

This Agreement is made pursuant with the provisions of Clause 3 of the Huntly Coal Project Construction Agreement between the Auckland District Boilermakers, Structural Metal Fabricators and Assemblers, Metal Ship and Bridge Builders' Industrial Union of Workers, the New Zealand Carpenters and Related Trades Industrial Union of Workers, the North Island Electrical Trades Industrial Union of Workers, the New Zealand Engineering Coach Building, Aircraft, Motor and Related Trades Industrial Union of Workers, the United Mines Workers' Union of New Zealand, (hereinafter called the Unions) of the one part and Bechtel Pacific Corporation Limited, the contractors and subcontractors signatories hereto (hereinafter referred to as the Employer) of the other part, whereby it is mutually agreed by and between the parties hereto as follows:

This Agreement shall be for the purpose of underground work and the shift work associated with such underground work on the Huntly Coal Project, and shall not include any other shift work required to be undertaken by the said employer on the Huntly Coal Project.

Such Agreement shall run concurrently with the Huntly Coal Project Construction Agreement.

APPLICATION AND SCOPE

1. This Agreement shall apply to all employees of Bechtel Pacific Corporation Limited and such Contractors and subcontractors as may be engaged on the underground tunnelling operations on the Huntly Coal Project but shall exclude clerical workers.

HOURS OF WORK

2. (a) Subject to the provisions of (b) of this Clause the ordinary hours of work shall be thirty-five (35) per week of seven (7) per day Monday to Friday.

(b) Normal Shift Hours – The underground tunnelling operations shall be performed on three (3) shifts per day each of eight (8) hours duration Monday to Friday inclusive. The first seven hours of such shifts shall be paid for at ordinary rates and the eighth hour shall be paid for at overtime rates.

(i) Early Morning Shift – From 7.00 a.m. to 3.00 p.m. The ordinary five day shift shall commence Monday morning and finish Friday afternoon. If a sixth shift is required to be worked, the hours shall be from 7.00 a.m. Saturday to 3.00 p.m. Saturday.

(ii) Afternoon Shift – From 3.00 p.m. to 11.00 p.m. The ordinary five day shift shall commence Monday afternoon and finish Friday night. If a sixth shift is required to be worked, the hours shall be from 3.00 p.m. Saturday to 11.00 p.m. Saturday.

- (iii) Night Shift – From 11.00 p.m. to 7.00 a.m. The ordinary five day shift shall commence Monday night and finish Saturday morning. If a sixth shift is required to be worked, the hours shall be from 11.00 p.m. Saturday to 7.00 a.m. Sunday.

OVERTIME

3. (a) Any overtime worked in excess of the normal ordinary shift hours including crib time shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

(b) (i) Early Morning Shift – All time worked on Saturdays shall be paid for at the rate of time and a half for the first three hours and double time thereafter. All time worked on Sundays shall be paid for at double time.

(ii) Afternoon and Night Shift – All time worked on Saturday or Sunday including crib time as a sixth shift shall be paid for at the rate of double time.

(c) Any worker required to work on any Saturday, Sunday or public holiday shall receive not less than four hours pay at overtime rates. If five hours or more are to be worked, not less than eight hours shall be paid at overtime rates provided the worker is available to work the four hours or the eight hours respectively. Provided that for shifts commencing on Friday night if five hours or more are to be worked, not less than seven hours shall be paid at overtime rates provided that the worker is available to work the seven hours.

SHIFT ALLOWANCE

4. A shift allowance of \$2.50 for day shift, a shift allowance of \$3.20 for afternoon shift, and a shift allowance of \$4.00 for night shift shall be paid for each shift including a sixth or subsequent shift.

UNDERGROUND ALLOWANCE

5. (a) An allowance of 75.6 cents per hour shall be paid to all workers engaged on underground work, such allowance shall be paid for each hour worked. This allowance covers and includes all exceptional or unusual conditions encountered underground excepting those prescribed in (b) and (c) of this clause.

(b) The allowance prescribed in (a) of this Clause shall be increased by 54 cents per hour for all workers engaged on underground work in wet places as defined, such allowance shall be paid for each hour worked.

(c) The allowance prescribed in (a) of this Clause shall be increased by 80 cents per hour for all workers employed on underground work in extra wet places as defined, such allowance shall be paid for each hour worked provided that a worker shall only be entitled to either the increased allowance prescribed in (b) or the increased allowance prescribed in (c) at any time.

(d) A wet place shall mean a place in which a worker's clothing becomes saturated with water within three hours of his commencing work (provided that such worker makes proper use of the protective clothing and equipment provided by the Employer) or where a worker is required to work in more than three inches/8cm of water; provided that in places where two or more workers are employed, any worker who can work dry shall not be entitled to any extra payment and provided further that no worker shall be entitled to any extra payment under this Clause who does not report the wet condition of his place to his supervisor within three hours of commencing work.

(e) When water is used in a place to allay dust, it shall not of itself be deemed to make a place a wet place.

(f) An extra wet place shall mean a place in which a worker is required to work where water is continuously pouring from overhead causing his clothing to become completely saturated with water (providing that such worker makes proper use of the protective clothing and equipment provided by the employer) or where a worker is required to work in more than 6 inches/16 cm of water; provided that in

places where two or more workers are employed, any worker who can work dry shall not be entitled to any extra payment and provided further that no worker shall be entitled to any extra payment under this clause who does not report the extra wet condition of his place to his supervisor within three hours of commencing work.

GENERAL

5. All other allowances shall be paid and all other conditions, stipulations and provisions contained and set out in the Huntly Coal Project Construction Agreement shall apply.

TERM OF AGREEMENT

6. The wage rates and allowances specified in this agreement shall operate from July 9, 1975 and all other matters shall operate from 1 November and shall continue in force until 31 July, 1976, and thereafter as provided by Section 92 of the Industrial Relations Act as amended.

Signed for and on behalf of The Auckland District Boilermakers Structural Metal Fabricators and Assemblers, Metal Ship and Bridge Builders' Industrial Union of Workers

J. Findlay

Signed for and on behalf of The New Zealand Carpenters and Related Trades Industrial Union of Workers

A. R. Tibby as Agent.

Signed for and on behalf of The North Island Electrical Trades Industrial Union of Workers

J. F. Taylor.

Signed for and on behalf of The New Zealand Engineering Coach Building, Aircraft, Motor and Related Trades Industrial Union of Workers

J. Butterworth.

Signed for and on behalf of The United Mine Workers' Union of New Zealand

H. Patterson.

M. J. Bassick.

Signed for and on behalf of Bechtel Pacific Corporation Limited

G. J. Smith.

MEMORANDUM

The rates of remuneration prescribed by this collective agreement are not to be increased by the application of the second cost of living order made pursuant to Regulation 3 of the Wage Adjustment Regulations 1974, Amendment No. 4, dated 9 June 1975.

Having regard to prevailing circumstances the Commission has, pursuant to Regulation 7 of the Wage Adjustment Regulations 1974, and section 92(2) of the Industrial Relations Act 1973, consented to the specified period for which this agreement is to continue in force being less than one year from the date of making.

The terms of settlement have been registered pursuant to Section 65 and 66 of the Industrial Relations Act 1973, and filed by the Industrial Commission pursuant to Section 141 of the Industrial Relations Act 1973.

(L.S.)

G. O. Whatnall, President.