

Please post in a Conspicuous Place accessible to Workers

**Wilkins and Davies Marsden 'B'
Power Station Offshore Construction
Project Employees – Composite
Agreement**

Dated 22/6/79

Note: See clause 9 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 Wilkins and Davies Marsden 'B' Power Station Offshore Construction Project Employees Dispute of Interest between Wilkins and Davies Construction Company Limited and the New Zealand Engineering, Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers and the N.Z. Labourers, General Workers and Related Trades 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 66 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 1979.

(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 Wilkins and Davies Employees Marsden 'B' Power Station offshore construction project dispute of interest between Wilkins and Davies Construction Company Limited and the New Zealand Engineering, Coach Building, Aircraft, Motor and Related Trades Industrial Union of Workers and the Northern, Taranaki, Canterbury, Southland and Otago Labourers, General Workers and Related Trades Industrial Union of Workers.

To the Registrar of the Arbitration Court:

We hereby submit to you a signed copy of the terms of voluntary settlement of the abovenamed dispute of interest arrived at by the parties pursuant to Section 66 of the Industrial Relations Act 1973, for registration by the Arbitration Court as a Collective Agreement.

Dated at Auckland this 8th day of June 1979.

Signed on behalf of Wilkins and Davies Construction Company Limited:
C. J. Gedye, (Personnel Manager).

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

Bryan Fitzsimmons.

Signed on behalf of The Northern, Taranaki, Canterbury, Southland and Otago Labourers, General Workers and Related Trades Industrial Union of Workers:

L. Smith.

MARSDEN 'B' POWER STATION OFFSHORE CONSTRUCTION PROJECT

VOLUNTARY COLLECTIVE AGREEMENT

Terms of Voluntary Settlement of Collective Agreement under Section 65 and 66 of the Industrial Relations Act 1973.

ARRANGEMENT OF AGREEMENT

Clause Number	Subject
1	Contract to which Agreement Applies
2	Application of Marsden 'B' Main Site Agreement
3	Shift Work
3 (a)	Hours of Work
3 (b)	Number of Shifts
3 (c)	Crib-breaks
3 (d)	Change of Shift
3 (e)	Shift Allowance
3 (f)	Breaks between Shifts
3 (g)	Helicopter Time
3 (h)	Additional Weeks Holiday
3 (i)	Cancelled Shifts
3 (j)	Travelling Arrangements
3 (k)	Meals
3 (l)	Overtime
4	Facilities
5	Tools
6	Life Insurance
7	Offshore Allowance
8	Miscellaneous Matters
9	Term of Agreement

SCHEDULE

CONTRACT TO WHICH AGREEMENT APPLIES

1. This Agreement shall apply to all workers employed by Wilkins & Davies Construction Company Limited and their sub-contractors engaged in the Marsden 'B' Power Station Offshore Circulating Water System Construction Project.

APPLICATION OF MARSDEN 'B' MAIN SITE AGREEMENT

2. All wages, terms and conditions provided for in the Marsden 'B' Main Site Agreement are applicable to the parties to this Agreement provided that where there is a conflict between this Agreement and the Main Site Agreement the terms of this Agreement shall prevail.

SHIFT WORK

3. (a) Hours of Work — The ordinary hours of work for shift workers shall be five shifts per week of eight hours each, such shifts to be worked from Monday to Friday, both days inclusive.

(b) Number of Shifts — Three shifts per day will be worked with workers rotating their shift on a weekly basis.

(c) Crib-breaks — Each shift shall be inclusive of one half hour meal break without deduction of ordinary pay.

(d) Transfer of Shift — Any shift worker who is transferred by the employer from one shift to another during any working week will be paid ordinary rates extra for all hours worked on the first shift following such transfer.

(e) Shift Allowance — Shift workers working each of the three rotating shifts shall receive an allowance of \$2.75 for each day and afternoon shift and \$3.00 for each night shift. Where a worker works the whole or part of a consecutive shift he shall receive pro rata the shift allowance for that shift.

(f) Break between Shifts — When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that workers have at least nine consecutive hours off duty before starting their next normal shift. A worker who works so much overtime between the termination of his ordinary work on one shift and the commencement of his ordinary work on the next shift that he has not had at least nine consecutive hours off duty between those times shall, subject to this subclause be released after completion of such overtime until he has had nine consecutive hours off duty without loss of pay for ordinary working time. 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 then 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.

(g) Change of Shift — Workers shall be allowed an additional 15 minutes paid at overtime rates, at the end of each 8 hour shift in order to wash up and prepare for embarkation on the helicopter.

(h) Annual Holidays — Shift workers regularly and continuously employed on shift work for a period of one year shall be entitled to a further week's annual holiday in addition to day workers annual holiday entitlement. If a worker is employed on shift for less than one year he shall receive pro rata the additional week's annual holiday.

(i) Cancelled Shifts — A minimum of eight hours ordinary pay will be paid for any shift cancelled including shifts scheduled on weekends or public holidays provided that sufficient personnel have made themselves available to operate the shift.

Should the shift be informed at home that the shift is cancelled no site allowance, offshore allowance, travelling time, disability payment or shift payment will be paid.

Should the shift be cancelled part way through the shift then all allowances will be paid on the actual hours worked.

The shift allowance however, will be payable in full for any shift or part shift worked on site. The redundancy payment will be paid in full for any cancelled shift.

The Company will advise employees of cancelled shifts as soon as the decision is made to cancel the shift.

(j) Travelling Arrangements — All workers North of the Marsden Point turn-off will be picked up at their normal place of residence prior to the start of each shift and returned at completion thereof.

Workers will be paid travel time at ordinary rates based on the distance they live from the helipad. There will be four travel zones which provide for total shift travelling times (inclusive of half an hour helicopter travel) of:

Zone 1	1	hour per shift
Zone 2	1½	hours per shift
Zone 3	2	hours per shift
Zone 4	2½	hours per shift

(k) Meals — Where a worker works more than nine consecutive hours he shall be entitled to a hot meal or a meal allowance in lieu, provided that if work is to finish after completing only one hour's overtime such worker shall receive a meal allowance in lieu of a meal.

Where a worker is required to start work more than one hour prior to his normal starting time and works more than nine consecutive hours he shall be entitled to a meal allowance.

The employer will keep in stock on the offshore barge prepared frozen meals which will be available for workers on afternoon and night shift. The employer will be entitled to deduct from employees weekly wages one half the cost of the meal provided that the employer's contribution shall not exceed one half the cost of a Watties "T.V. Dinner".

One man per shift will be allowed sufficient time off for his normal duties to put the meals in the oven so that they are heated in time for the normal crib-break. This man will also be allowed time to maintain the crib room and other facilities to a reasonable standard of cleanliness.

(l) Overtime — Except as provided in this subclause any time worked in excess of the ordinary shift hours prescribed in Clause 3(a), 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 Saturday will be paid for at the rate of time and a half for the first three hours and double time thereafter provided that all time worked after 12 noon shall be paid for at double time rates.

All time worked on Sunday, or statutory holidays shall be paid for at double time rates.

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.

Overtime shall be calculated on a daily basis.

FACILITIES

4. The employer will provide an adequate waiting room and car park at the helipad.

Adequate heating will be provided on the barge.

Cutlery, towels, soap will be provided for the use of employees.

Divers will have separate facilities.

TOOLS

5. The employer will replace a worker's tools accidentally dropped overboard if they are unable to be recovered.

LIFE INSURANCE

6. The employer will pay any additional loading placed on employees life insurance policies as a result of travelling by helicopter.

OFFSHORE ALLOWANCE

7. An allowance of \$1.00 per hour shall be paid for each hour worked on the lay barge or any other marine equipment. Such payment will not accrue during time spent travelling nor in the calculation of overtime.

The payment is made in consideration of all current and future disabilities or inconveniences associated with the offshore operation whether these occur offshore or in the air.

MISCELLANEOUS MATTERS

8. The employer will ensure that a spare set of clothing will be available on the barge for the temporary use of any employee whose own clothes become wet through during the course of his work.

All workers will be provided with wet weather clothing.

The employer will make hot soup available on afternoon and night shift and also on day shift after Anzac Weekend.

One shift delegate for each shift will have the right to approach the shift foreman regarding any union matter that arises during his particular shift. He will be paid for reasonable time spent in discussions with the foreman, however if the matter cannot be resolved at the time it will be left for the main delegate to take up with his union and management.

TERM OF AGREEMENT

9. This agreement shall be deemed to have come into force on the 23rd day of March 1979 and shall continue in force until the 22nd day of March 1980.

Dated at Auckland this 22nd day of May 1979.

Signed on behalf of Wilkins and Davies Construction Company Limited:

C. J. Gedye, (Personnel Manager).

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

C. W. Bell.

Signed on behalf of The New Zealand Labourers, General Workers and Related Trades Industrial Union of Workers (Northern Branch):

L. Smith.

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 66 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.

In terms of Section 99 (c) the Court is satisfied that the unqualified preference provision contained in this collective agreement has been duly inserted.

(L.S.)

N. P. Williamson, Judge.