

Please post in a Conspicuous Place accessible to Workers

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**Diver Services (N. Z.) Limited  
Employees – Collective  
Agreement (Voluntary)**

**Dated 29/3/79**

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NOTE: See clause 5 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 Diver Services (N.Z.) Limited Employees' dispute of interest between Divers Services (N. Z.) Limited and New Zealand Engineering Coachbuilding, Aircraft, Motor 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 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 29th day of March 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 REGISTRTION

In the matter of the Industrial Relations Act 1973 and in the matter of Diver Services (N. Z.) Limited Employees' Voluntary Agreement between: Diver Services (N. Z.) Limited and: N. Z. Engineering Coachbuilding Aircraft and Related Trades Industrial Union of Workers (Auckland Branch).

The Registrar, Arbitration Court of New Zealand.

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 15th day of March 1979.

Signed for and on behalf of: Diver Services (N. Z.) Limited

J. C. Ewen-Smith, Director.

D. B. Herrick, Director.

Signed for and on behalf of: N. Z. Engineering Coachbuilding Aircraft and Related Trades Industrial Union of Workers (Auckland Branch)

E. W. J. Ball.

DIVER SERVICES (N. Z.) LIMITED EMPLOYEES  
VOLUNTARY AGREEMENT

PERSONS TO WHOM AGREEMENT APPLIES

1. This Agreement made under the Industrial Relations Act 1973 shall apply to Divers employed by Diver Services (N. Z.) Limited at the site of the Marsden "B" Construction Project — (i.e. that project within the perimeter fencing of Marsden "A" and Marsden "B") and in work on the Marsden "B" Power Station Offshore Circulatory Water System Construction Project.

APPLICATION OF MARSDEN "B" MAIN SITE AGREEMENT OR  
THE MARSDEN "B" POWER STATION OFFSHORE  
CONSTRUCTION PROJECT AGREEMENT

2. Unless specifically provided for to the contrary, nothing contained in either the Marsden "B" Main Site Agreement or the Marsden "B" Power Station Offshore Construction Project Agreement shall apply to workers covered by this Agreement.

3. PART A — PERMANENT EMPLOYEES

3.1. This Clause shall apply only to workers who are employed as permanent employees of the Employer.

3.2. The rates of remuneration for permanent employees, inclusive of all conditions, entitlements, allowances and special payments that would otherwise be payable under any Award or Collective Agreement, shall be:

|                |   |
|----------------|---|
|                | Per Day<br>Monday — Saturday<br>inclusive per 10<br>hour period |
|                | \$  |
| Divers .....   | 63.00   |
| Divers 2 ..... | 55.44   |
| Trainee .....  | 50.40   |

3.3 All work performed in excess of 10 hours in any one day shall be paid for as follows:

|   | Diver<br>per hour<br>\$ | Diver 2<br>per hour<br>\$ | Trainee<br>per hour<br>\$ |
|---|-------------------------|---------------------------|---------------------------|
| For the first three hours in<br>any one day | 7.00                    | \$6.16                    | 5.50                      |
| Thereafter on any one day                   | 9.00                    | 7.92                      | 7.20                      |

3.4. The provisions of the following clauses contained in the Main Marsden "B" Agreement shall apply to workers covered by Part 'A' of this Agreement:

- 5 — Holidays
- 6 — Annual Holidays
- 14 — Sick Pay/Domestic Leave
- 15 — Contract Completion, Severance and Redundancy Pay
- 16 — Terms of Employment
- 17 — Payment of Wages
- 19 — Bereavement Leave
- 25 — Disputes
- 26 — Personal Grievance
- 27 — Unqualified Preference
- 31 — Notification of Workers
- 32 — Right of Entry

3.5. For the purpose of calculating payments due by reason of Statutory Holidays, Sick Leave, Stand-by, Domestic Leave, Bereavement Leave, the ordinary pay on a daily rate basis shall be \$30.46 per day.

#### 4. PART B — DAY RATE EMPLOYEES

4.1. This Clause shall apply to all workers who are employed on a day-by-day basis.

4.2. The rates of remuneration for Day Rate Employees, inclusive of all conditions, entitlements, allowances and special payments that would otherwise be payable under any Award or Collective Agreement, shall be:

|               | Per Day<br>Monday — Saturday<br>inclusive per 10<br>hour period<br>\$ |
|---------------|---|
| Divers .....  | 69.00   |
| Diver 2 ..... | 60.72   |
| Trainee ..... | 55.20   |

4.3. All work performed in excess of 10 hours in any one day shall be paid for as follows:

|   | Diver<br>per hour<br>\$ | Diver 2<br>per hour<br>\$ | Trainee<br>per hour<br>\$ |
|---|-------------------------|---------------------------|---------------------------|
| For the first three hours on<br>any one day | 7.50                    | 6.60                      | 6.00                      |
| Thereafter on any one day                   | 9.50                    | 8.36                      | 7.60                      |

4.4. The provisions of the following clauses contained in the Main Marsden "B" Agreement shall apply to workers covered by this Clause:

- 5 — Holidays
- 17 — Payment of Wages
- 25 — Disputes
- 26 — Personal Grievance
- 27 — Unqualified Preference
- 31 — Notification of Workers
- 32 — Right of Entry

4.5. For the purposes of calculating payments due by reasons of Statutory Holidays and Stand-by, the ordinary pay on a daily rate basis for workers covered by this subclause shall be \$34.00 per day.

4.6. All rates specified in part 'B' of this Agreement contain an additional loading for Annual Holiday pay and for severance and redundancy pay.

#### TERM OF AGREEMENT

5. This Agreement shall be deemed to have come into force on the first day of the pay period commencing on or after Monday, 12 February 1979, and shall continue in force for twelve (12) months from the date of the day hereof.

Signed for and on behalf of: Diver Services (N. Z.) Limited

J. C. Ewen-Smith, Director.

D. B. Herrick, Director.

Signed for and on behalf of: the N. Z. Engineering Coachbuilding Aircraft and Related Trades Industrial Union of Workers (Auckland Branch)

E. W. J. Ball.