

Please post in a Conspicuous Place accessible to Workers

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

Dated 1/3/77

NOTE: See clause 8 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 Huntly Coal Project Construction Agreement Underground Shift Work Dispute of Interest between Bechtel Pacific Corporation Limited and 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, Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers; and the United Mine Workers' Union of New Zealand.

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 1st day of March 1977.

(L.S.)

G. O. Whatnall, President.

Form 5

Section 66

UNDER THE INDUSTRIAL RELATIONS ACT 1973

SUBMISSION OF VOLUNTARY SETTLEMENT
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, Coachbuilding, Aircraft, Motor and Related Trades Industrial Union of Workers, the United Mine Workers' 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 abovementioned dispute of interest arrived at by the parties pursuant to Section 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 Unions covered by this section.

Dated at Auckland this 17th day of December, 1976.

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, Agent.

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

J. P. Fisher.
pp 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' of New Zealand:

M. J. Bassick.
E. Anslow.

Signed for and on behalf of Bechtel Pacific Corporation Limited:

H. J. Smith.
P. F. Williamson.

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 Mine Workers' 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 tunnelling work and the shift work associated with such underground tunnelling 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 eight hours 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 Sunday night and finish Friday morning. If a sixth shift is required to be worked, the hours shall be from 11.00 p.m. Friday to 7.00 a.m. Saturday.

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 shift 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 \$2.58 for day shift, a shift allowance of \$3.30 for afternoon shift, and a shift allowance of \$4.12 for night shift shall be paid for each shift including a sixth or subsequent shift.

UNDERGROUND ALLOWANCE

5. (a) An allowance of 78 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.

(b) Should the Employer and the Unions at any time during the currency of this agreement, enter into a "Productivity Agreement" (strictly in accordance with section 4 of amendment No. 10 of the Wage Adjustment Regulation 1974) which is capable of returning a greater payment than that set out herein, then such agreement shall be in lieu of the provisions of this clause.

WET PLACES

6. Subject to the provision of Clause 2 of this agreement:

- (a) A wet place shall be defined as a place where workers, working underground require to wear waterproof protective clothing to keep dry, but subsequently they become wet or where a worker is required to work in more than three (3) inches/8 cm of water.

- (b) Underground workers who are required to work in a wet place as defined in subclause (a) above, shall work a full shift and be paid an allowance of \$7.50 per shift.
- (c) Provided that where a place has been declared a "wet place" as defined in (a) of this clause then a worker working in such place may elect to work without his waterproof protective clothing, and still qualify for the payment as prescribed in this clause.
- (d) When water is used in a place to allay dust, it shall not of itself be deemed to make a place a wet place.

GENERAL

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

TERM OF AGREEMENT

8. This agreement, in so far as the provisions relating to the rates of wages are concerned, shall be deemed to operate from the 22nd day of December 1976, and so far as all other provisions of the agreement are concerned, it shall come into force on the day of the date hereof; and this agreement shall continue in force until the 21st day of December 1977 and thereafter as provided by Section 92 of the Industrial Relations Act 1973 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. P. Fisher.
pp 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' of New Zealand

M. J. Brassick.
E. Anslow.

Signed for and on behalf of Bechtel Pacific Corporation Limited:

H. J. Smith.
P. F. Williamson.

MEMORANDUM

Associated with the terms of settlement submitted for registration was an application pursuant to Regulation 7 of the Wage Adjustment Regulations 1974. This application has been sustained.

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.