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**Crothall Industries Ltd. Aluminium Smelter  
Cleaners—Collective Agreement (Voluntary)**

**Dated 1/4/76**

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NOTE: See clause 26 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 Crothall Industries Ltd., Tiwai Point, Bluff Employees Dispute of Interest between the Dunedin Liftmen, Cleaners, and Caretakers Industrial Union of Workers and Crothall Industries 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 65 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 April 1976.

(L.S.)

G. O. Whatnall, President.

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 Crothall Industries Ltd., employees at New Zealand Alumin Smelters Ltd., Tiwai Point, Bluff Employees Dispute of Interest between the Dunedin Liftmen, Cleaners' and Caretakers' Industrial Union of Workers and Crothall Industries Ltd.

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 section 65 of the Industrial Relations Act 1973, for registration by the Industrial Commission as a collective agreement.

Dated at Dunedin this 23rd day of December 1975.

For and on behalf of Crothall Industries Ltd.:

A. J. McGrath.

For and on behalf of the Dunedin Liftmen, Cleaners, and Caretakers Industrial Union of Workers:

G. C. Culbert, Secretary.

# THE CROTHALL INDUSTRIES LTD., ALUMINIUM SMELTER CLEANERS – VOLUNTARY COLLECTIVE AGREEMENT

Terms of Voluntary Settlement under section 65 of the Industrial Relations Act 1973.

## SCHEDULE

### INDUSTRY TO WHICH AGREEMENT APPLIES

1. This Agreement shall apply to all Cleaning Staff employed by Crothall Industries Ltd., at the New Zealand Aluminium Smelters Ltd., Tiwai Point, Bluff.

### COLLECTIVE AGREEMENT CONDITIONS AND/OR EXCEPTIONS

2. The conditions of the following Collective Agreement will apply:

The New Zealand Cleaners, Caretakers, and Lift Attendants – Collective Agreement and its amendments except with the following which are to be in substitution for the relative sections of the Collective Agreement.

### WAGES

4. (a) The minimum rates of wages shall be as follows:

	Per Week	Per Hour
	\$	Cents
Male Cleaner	82.76	206.9
Female Cleaner	76.32	190.8

(b) In addition to the wage rates above a special smelter allowance of 8 cents per hour shall be paid to all workers.

(c) A service payment increasing the foregoing rates by \$1.39 per week on completion of one year's continuous employment with the same employer shall be paid. Hourly workers shall be entitled to pro rata of the payment according to hours worked.

Continuity of service shall not be deemed to be affected where availability of work with the same employer is seasonal or interrupted by regular breaks such as school holidays.

(d) Cleaners regularly employed whose work is substantially performed between the hours of 8.00 p.m. and 6.00 a.m. shall be paid 88 cents per night extra. For the purpose of this subclause "substantially" shall mean more than 50 percent.

(e) Workers (including window cleaners) required to work 20 ft from the ground or floor or from 20 ft above a verandah shall be paid 58 cents extra per day or portion of a day.

(f) Where a worker is required to clean with high pressure steam or high pressure water devices, he shall be paid an allowance of 6 cents per hour while so employed.

### GENERAL CONDITIONS

7. (c) Workers required to work in the following areas shall be paid a dirt allowance of 5.5 cents per hour extra: Metal Services, Metal Products, and Pot Lines.

(d) Workers required to work in the following areas shall be paid 17.9 cents per hour extra with a minimum payment of 88 cents per day as an allowance for coming into contact with carbon: Green Carbon, Carbon Rodding, Carbon Bake, and Wharf when pitch or coke boats are operating.

(g) Transport shall be provided free for all workers between Invercargill and the Plant at Tiwai Point. Pick-up points shall be established by the employer and confirmed by the Union Secretary. Such transport shall carry a Ministry of Transport Warrant.

If a worker is not picked up for work through no fault of his own, he shall be paid his normal wages for such time lost.

All workers shall be paid an allowance of one hour's pay at ordinary rates per day for time involved in travelling to and from the Plant at Tiwai Point.

(r) Females shall not be requested to work in the Potlines at night, but if required during the day time females may be so employed providing there is no less than two females present.

(s) Females shall not be employed in the main change house while it is in use.

### IMPLEMENTS AND MATERIALS

8. (e) All electric polishing and scrubbing machines and their leads shall be checked by a qualified tradesman at intervals not exceeding three months.

### SICK PAY

12. (a) Add after end of first sentence:

After 12 months' continuous service with the same employer a worker not being a weekly worker but who is regularly employed for five days per week shall be entitled in each subsequent year of service to sick pay for up to five days calculated at his average daily hours regularly employed at the rate of his ordinary pay.

### TERM OF AGREEMENT

26. Twelve months from date of approval of the Industrial Commission.

For and on behalf of Crothall Industries Ltd.:

A. J. McGrath.

For and on behalf of the Dunedin Liftmen, Cleaners, and Caretakers Industrial Union of Workers:

G. C. Culbert, Secretary.

### MEMORANDUM

The terms of voluntary settlement were accompanied by an application pursuant to regulation 7 of the Wage Adjustment Regulations 1974. In registering the settlement the Commission sustains the application under regulation 7.

The rates of remuneration prescribed by this collective agreement are NOT to be increased by the application of the third cost of living adjustment made pursuant to regulation 2 of the Wage Adjustment Regulations 1974, Amendment No. 7, dated 26 January 1976.

G. O. Whatnall, President.