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**Refractory Construction Limited Tiwai
Aluminium Smelter Bricklayers — Collective
Agreement (Voluntary)**

Dated 24/3/81

NOTE: See clause 3 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 Refractory Construction Limited Tiwai Aluminium Smelter Bricklayers dispute of interest between the New Zealand Carpenters and Related Trades Industrial Union of Workers and Refractory Construction Limited.

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 24th day of March 1981.

(L.S.)

D. S. Castle, Judge.

Form 5

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 Refractory Construction Ltd. Tiwai Aluminium Smelter Bricklayers Dispute of Interest Between New Zealand Carpenters and Related Trades Industrial Union of Workers, and Refractory Construction Ltd.

To the Registrar of the Arbitration Court.

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 Invercargill this 1st day of December, 1980.

For and on behalf of — Refractory Construction Ltd.
Subject to Clause 21.

D. R. Ellery.

For and on behalf of — New Zealand Carpenters and Related Trades' Industrial Union of Workers:

A. Russ.

THE REFRACTORY CONSTRUCTION LTD. TIWAI ALUMINIUM
SMELTER BRICKLAYERS — VOLUNTARY COLLECTIVE
AGREEMENT

INDUSTRY TO WHICH AGREEMENT APPLIES

1. This agreement shall apply to all bricklayers employed by Refractory Construction whilst they are employed on maintenance work at New Zealand Aluminium Smelters Ltd. Tiwai Plant.

COLLECTIVE AGREEMENT CONDITIONS AND/OR EXCEPTIONS

2. The conditions of the following award shall apply. The New Zealand (with exceptions) Building and Related Industries Tradesmen and Other Workers Award, in force from time to time, except the following clauses, which are to be in substitution for the relative sections of the award.

Clause 4 (e) Smoko Allowance

In lieu of tea, milk and sugar the employer shall pay an allowance of \$1.78 per week to each worker.

Clause 6 (a) Wages

It is agreed that the base rate of wages will reflect a margin of 10% above national award rates.

Special Allowance — This payment provides compensation for disabilities not elsewhere specified. In addition to the wage rates contained in Clause 6, 24.5 cents per hour shall be paid to all workers to compensate for the necessity to wear appropriate protective clothing and/or equipment because of the smelter process environment, adverse weather conditions at Tiwai Point, communication problems because of the remoteness of the smelter from Invercargill, wear and tear of an abnormal nature to clothing other than work clothes. The cents per hour shall be paid for all purposes of the award, overtime, annual leave, sick leave etc.

Clause 6 (h) Service Pay

It is agreed that the service rates will be the N.Z. Award plus 10%.

Clause 8 Overall and Tool Allowances

Safety boots, hard hats, safety glasses and overalls shall be provided and replaced on request. Notwithstanding the above it is agreed that no unreasonable requests will be made.

Overalls will be laundered weekly.

Tool allowance will be paid in accordance with N.Z. Award.

Clause 9 Overtime

Add to parent award the following:-

- (i) No change to existing patterns of work or arrangements will occur without the agreement of the union.
- (ii) The minimum number of overtime hours to be worked will be notified to the worker before overtime commences where practicable.

- (iii) An extra meal allowance shall be paid where less than one hours notice of required overtime is given.
- (iv) Adequate notice will be given prior to required work being performed during statutory holidays.

Clause 10 Meal Money

(i) The employer shall allow meal money at the rate of \$3.20 per meal when a worker is required to work overtime on Monday, Tuesday, Wednesday, Thursday or Friday and the overtime extends beyond one hour after the normal finishing time, or on a Saturday and Sunday when the overtime extends beyond 1 p.m. In such cases a meal interval of thirty minutes duration shall be allowed at a time to be mutually arranged.

(ii) If, after having completed his normal days work on Monday, Tuesday, Wednesday, Thursday or Friday or after 1 p.m. on Saturday or Sunday a worker is required to work for more than five consecutive hours overtime, either a suitable meal shall be provided or meal money paid at the rate of \$3.20 per meal every five hours that overtime continues, provided that the worker is required to continue working after the meal intervals and provided further that the period of five hours may be varied by agreement. In such cases a meal interval of thirty minutes shall be allowed.

Clause 16 Bereavement Leave

ADD "brother and sister. The employer may also at his discretion grant leave as above on the death of a grandparent".

Clause 17 Terms of Employment

ADD NEW sub-clause (h) as follows:-

"The employer shall advise the union seven days prior to issuing any notice of redundancy to any worker".

Clause 20 Payment of Wages

Add to sub-clause (a) that the itemised statement of payment particulars shall be on a paysheet, the form of which shall be agreed with the union from time to time.

Clause 21 Travelling Time

Shall be paid for at 1 hr/day ordinary rates.

Van drivers, in recognition of their extra duties and responsibility, shall be paid one hours pay at the appropriate rate in addition to the allowance.

Clause 25 Accommodation

(i) A crib-room sufficient to cater for the number of men shall be provided. Such crib-room to be well maintained and cleaned a minimum of five times per week. Chairs, tables, fridge, heaters, range, pie warmers and lino to be maintained in good condition.

(ii) The employer shall make suitable arrangements for the workers to shower and change at the end of each day. In lieu of providing shampoo the employer shall pay an allowance of \$1.10 per week to each worker.

Clause 26 (t) Special Payments

A payment equal to the N.Z. Award for Clause 25 (t) (b) will be made to all workers on all hours worked in recognition of the conditions specified in section 25 (t) (a), (b) and (c) of the N.Z. Award.

The payment is also in lieu of claims for a disability allowance and/or dirty work.

NEW CLAUSE

Attendance Allowance

An employee will become eligible to receive an attendance allowance of \$1.84 for each day he is rostered to work, upon compliance with the following:-

- (1) That the employee actually attends work. An employee shall forfeit his right to receive any attendance allowance in the pay week where he is absent on any day in that week for any reason whatsoever, other than:-
- (2) A day where the employee is on annual leave or on statutory holiday.
- (3) Absences on account of work accident after the first six days following the day of the work accident. However, provided further that for each days absence that he notifies his intended absence and return as follows:-
- (4) The worker or his agent notifies the employer of his inability to attend for duty at least one hour prior to the commencement of such absence, given that exceptional circumstances may be accepted by the employer as a reason to waive this condition.
- (5) The worker or his agent notifies the employer of his intention to return to duty at least one hour before the time of recommencing duty.

He shall forfeit only \$4.60 from his attendance allowance for the pay week in which he is absent.

Clause 15 Domestic Leave

Where a worker has an unused sick leave entitlement, on producing a medical certificate, leave on ordinary pay of up to five days per year shall be granted to a married employee or solo parent who finds it essential to stay at home in an emergency in the event of illness of the spouse or child under twelve years of age. Such leave shall be treated as though it was due to the employee's own sickness and shall be taken subject to the following conditions:-

- (a) Leave shall be set off against the employee's sick leave entitlement.
- (c) The worker shall ensure that notice is given to the employer on the first day of absence.

TERM OF AGREEMENT

3. To be operative from 30th November, 1980 to 29th November, 1981.

Signed for and on behalf of New Zealand Carpenters and Related Trades Industrial Union of Workers, P.O. Box 11356, Manners Street, Wellington.

A. Russ, National Secretary.

Signed for and on behalf of Refractory Construction Ltd., P.O. Box 4161, Christchurch.

D. R. Ellery, Managing/Director.

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 65 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.

(L.S.)

D. S. Castle, Judge.