

Please post in a Conspicuous Place accessible to Workers

**Murray Henderson Limited Tiwai Point
Employees – Collective Agreement
(Voluntary)**

Dated 26/8/81

Note: See last clause 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 Murray Henderson Limited Tiwai Point Employees Dispute of Interest between the New Zealand Carpenters and Related Trades Industrial Union of Workers and Murray Henderson 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 26th day of August 1981.

(L.S.)

J. P. Horn, 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 Murray Henderson Limited Tiwai Point Employees Dispute of Interest between New Zealand Carpenters and Related Trades Industrial Union of Workers and Murray Henderson Limited

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 24th day of February, 1981.

For and behalf of Murray Henderson Limited

Murray Henderson
Oteramika Road
No 1 R.D.
Invercargill

For and behalf of New Zealand Carpenters and Related Trades Industrial Union of Workers

Ian S. Hodgetts, Southland Sub-branch Secretary, N.Z. Carpenters Union
P.O. Box 1342
Invercargill

**AN AGREEMENT BETWEEN MURRAY HENDERSON LIMITED
N.Z. CARPENTERS AND RELATED TRADES INDUSTRIAL UNION
OF WORKERS**

1. This agreement shall apply to all workers who are required to be members of the N.Z. Carpenters' Union and are employed by Murray Henderson Ltd. at the N.Z.A.S. Ltd., Tiwai Point Plant. This agreement shall not apply to work covered by the Tiwai Smelter Construction Project Collective Agreement.

CONDITIONS AND EXCEPTIONS

2. The conditions of the N.Z. (with exceptions) Building and Related Industries Tradesmen & Other Workers Award, and its amendments shall apply, except as in the following, which are in substitution for the relevant sections of the said award.

SMOKO ALLOWANCE

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

WAGES

6. Wages will be as provided in the award plus 10%.

6. (h) Service Payments — as award plus 10%.

6. (i) Attendance (New)

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

(i) That an 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;

- (ii) A day where the employee is on annual leave or on statutory holiday;
- (iii) Absences on account of work accident after the first six days following the day of the work accident.

However, provided further that for each day's absence that he notifies his intended absence and returns as follows:

- (iv) 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.
- (v) 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.

6. (j) 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 24.5 cents per hour shall be paid for all purposes of the Award, overtime, annual leave, sick leave, etc.

OVERALLS AND TOOL ALLOWANCE

8. (i) The employer will provide one pair of safety work boots and two pairs of suitable overalls to each employee, each year.

Where overalls or boots are damaged in the course of a worker's employment, by accident or by fair wear and tear, and are no longer serviceable, the employer will, at his discretion, issue a further pair on an exchange basis.

(ii) Whenever the employment of a worker is ended the employer may request the return of any boots and overalls issued under the terms of this agreement. In default, the employer may deduct from the final payment due to the worker, a fair and reasonable amount of compensation directly related to the remaining value of the overalls or boots.

(iii) A laundering allowance of \$2.00 per week will be payable.

(iv) Tool allowance will be paid in accordance with the N.Z. Award.

MEAL MONEY

10. Increase rate to \$3.20 per meal.

TERMS OF EMPLOYMENT

16. (h) The employer shall advise the union seven days prior to issuing any notice of redundancy to any worker.

PAYMENT OF WAGES (ADD)

19. (a) The employer will introduce a pay advice slip sufficient in detail to enable the employee to follow the sequence of computation.

TRAVELLING

20. Workers shall be conveyed to the smelter and returned free of charge.

A travelling time allowance of one hour per day at ordinary rates shall be paid.

JOB PAYMENTS

(a) Plinth. For workers employed actually laying concrete in the pot pit – a payment of \$2.00 (two dollars) per job.

(b) If a worker is required to work in a Carbon-Bake Furnace Pit – a payment of \$2.00 (two dollars) per job.

(c) Workers engaged in boxing work inside metal products furnaces – a payment of \$2.00 (two dollars) per job.

TERM OF AGREEMENT

From the 12th February 1981 until 29th November 1981.

For and behalf of – Murray Henderson Limited

M. Henderson

For and behalf of – New Zealand Carpenters and related Trades Industrial Union of Workers

I. S. Hodgetts

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

The parties' settlement for a shortened term has the Court's consent pursuant to section 92 (2) of the Industrial Relations Act 1973 and Regulation 6 (3) of the Wage Adjustment Regulations 1974.

The rates of remuneration, shown as monetary amounts only, determined by this collective agreement shall be increased to the extent and in the manner prescribed by the general order of the Arbitration Court made under the Economic Stabilisation (Cost-of-Living Increase) Regulations 1980.

The general order of the Arbitration Court shall not apply to those payments specified; "award plus 10%", as the application of the general order in these instances is to the principal Award.

(Explanatory Note – The general order increased rates of remuneration determined by awards and collective agreements by 5% with effect on and from the 11th June 1981. For the purposes of the general order the term "remuneration" means salary or wages and all other payments of any kind whatsoever prescribed in awards and collective agreements.)

(L.S.)

J. R. P. Horn, Judge