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Henderson Construction Limited Tiwai Point Employees — Composite Agreement

Dated 27/4/82

Note: See clause 16 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 Henderson Construction Limited Tiwai Point Employees Dispute of Interest between the New Zealand Carpenters and Related Trades Industrial Union of Workers, and the New Zealand Labourers, General Workers and Related Trades Industrial Union of Workers and Henderson 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 66 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 27th day of April 1982.

(L.S.)

N. P. Williamson, Judge

Form 5

Under the Industrial Relations Act 1973

SUBMISSION OF VOLUNTARY SETTLEMENT FOR REGISTRATION

In the matter of the Industrial Relations Act 1973; in the matter of the Henderson Construction Limited Tiwai Point Employees Dispute of Interest between The New Zealand Carpenters and Related Trades Industrial Union of Workers, and the New Zealand Labourers General Workers and Related Trades Industrial Union of Workers and Henderson Construction Limited.

To the Registrar, The 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 66 of the Industrial Relations Act 1973 for registration by the Arbitration Court as a Collective Composite Agreement.

Dated at Invercargill this 9th day of February, 1982.

For and on behalf of Henderson Construction Limited

Murray Henderson, Managing Director, Authorised Agent

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

Ian S. Hodgetts, Sub-Branch Secretary, Authorised Agent

For and on behalf of The New Zealand Labourers General Workers & Related Trades Industrial Union of Workers

Calvin Fisher, Assistant Branch Secretary, Authorised Agent

AN AGREEMENT BETWEEN MURRAY HENDERSON LIMITED
AND NEW ZEALAND CARPENTERS AND RELATED TRADES
INDUSTRIAL UNION OF WORKERS AND NEW ZEALAND
LABOURERS, GENERAL WORKERS, AND RELATED TRADES
INDUSTRIAL UNION OF WORKERS

APPLICATION

1. This agreement shall apply to all workers who are required to be members of the New Zealand Carpenters Union, or the New Zealand Labourers Union, and who are employed by Murray Henderson Limited at the New Zealand Aluminium Smelters Limited, 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 New Zealand (with exceptions) Building and Related Industries Tradesmen and Other Workers Award shall apply to tradespersons, and the conditions of the New Zealand Building, Quarrying, Contracting, Civil Engineering, Constructional and Allied Industries Labourers and Other Workers Award shall apply to labourers, except as in the following which are in substitution for the relevant sections of the said awards.

SMOKO ALLOWANCE

3. In lieu of tea, milk and sugar, the employer shall pay an allowance of \$2.14 per week to each worker.

WAGES AND SERVICE PAYMENTS

4. (a) Wages will be as provided in each award plus 10%.
- (b) Service payments will be as provided in each award plus 10%.

ATTENDANCE

5. An employee shall be eligible to receive an attendance allowance of \$2.12 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 \$5.30 from his attendance allowance for the pay week in which he is absent.

SPECIAL ALLOWANCE

6. This payment provides compensation for disabilities not elsewhere specified. In addition to the wage rates contained in Clause 4, 30.8 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.

CHARGE HANDS

7. Except in the case where a worker in charge is classified as a Leading Hand, a worker who is placed in charge of two or more workers shall be paid 28.6 per hour extra, as a charge hand allowance, whilst so employed.

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 \$2.31 per week will be payable.

(iv) Tool allowance will be paid in accordance with the New Zealand Carpenters and Related Trades Award, but at the rate of 16.4 cents per hour.

MEAL MONEY

9. Meal money payments will be at the rate of \$3.83.

TERMS OF EMPLOYMENT

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

ANNUAL HOLIDAYS

11. The qualifying period for annual holidays of four weeks shall be six years.

PAYMENT OF WAGES

12. The employer will provide a pay advice slip sufficient in detail to enable the employee to follow the sequence of computation.

FIRST AID PAYMENT

13. Workers who are holders of a current St. Johns First Aid Certificate and who are designated by the employer to be first aid attendants shall be paid an additional \$2.09 per week.

TRAVELLING

14. Workers shall be conveyed to the smelter and returned, free of charge. A travelling time payment of one hour per day at ordinary rates shall be paid.

JOB PAYMENTS

15. (a) Plinth. For workers employed laying concrete in the pot pit, a payment of \$2.31 per job will be made.

(b) Workers required to work in a carbon-bake furnace pit will receive an additional payment of \$2.31 per job.

(c) Workers engaged in boxing work inside metal products furnaces will receive an extra payment of \$2.31 per job.

TERM OF AGREEMENT

16. From 30th November, 1981 to 29th November, 1982.

For and on behalf of Henderson Construction Limited

M. Henderson

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

I. S. Hodgetts

For and on behalf of New Zealand Labourers General Workers and Related Trades Industrial Union of Workers

C. Fisher

Dated at Invercargill this 9th day of February 1982.

MEMORANDUM

This collective agreement incorporates the terms of voluntary settlement arrived at by the parties and forwarded to the Court pursuant to section 66 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.

This agreement was formerly known as the Murray Henderson Limited Tiwai Point Employees Collective Agreement.

(L.S.)

N. P. Williamson, Judge