

Please post in a conspicuous place accessible to workers

**HENDERSON CONSTRUCTION LIMITED
TIWAI POINT
EMPLOYEES—COMPOSITE
AGREEMENT**

Dated 23/9/86

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 Voluntary Settlement between the New Zealand Carpenters and Related Trades Industrial Union of Workers and the New Zealand Labourers, General 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, the 23rd day of September 1986.

(L.S.)

D. D. FINNIGAN
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 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 between the parties pursuant to Section 66 of the Industrial Relations Act 1973 for registration by the Arbitration Court as a Voluntary Collective Composite Agreement.

Dated at Invercargill this 28th day of November 1985.

For and on behalf of Henderson Construction Limited Oteramika Road, No 1 R.D. Invercargill

Murray Henderson, Managing Director Authorised Agent

For and on behalf of The New Zealand Carpenters and Related Trades Industrial Union of Workers. P O Box 1342, Invercargill

Ian S Hodgetts, Sub-branch Secretary Authorised Agent

For and on behalf of The New Zealand Labourers, General Workers and Related Trades Industrial Union of Workers P O Box 5081, Dunedin

Calvin Fisher, Assistant Branch Secretary Authorised Agent

An Agreement between Henderson Construction Limited and 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.

1. **APPLICATION**

The Agreement shall apply to all workers who, if it were not for this Agreement would be employed under the terms and conditions of either the New Zealand (with exceptions) Building and Related Industries Tradesmen and Other Workers Award of the New Zealand Building, Quarrying, Contracting, Civil Engineering Constructional and Allied Industries Labourers and Other Workers Award and who are employed by Henderson Construction Limited at the New Zealand Aluminium Smelters Limited, Tiwai Point Plant.

2. **CONDITIONS AND EXCEPTIONS**

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.

3. **SMOKO ALLOWANCE**

In lieu of tea, milk and sugar, the employer shall pay an allowance of \$2.64 per week to each worker.

4. **WAGES AND SERVICE PAYMENTS**

- (a) Wages will be as provided in each award plus 10%.
- (b) Service payments will be as provided in each award plus 10%.
- (c) An Industry Allowance of \$1 per hour shall be paid for all hours worked to those workers who would qualify for the National Industry Allowance of \$1 if they were employed under the minimum terms and conditions of their respective National Agreement. The offset provisions shall apply to any rates and conditions in excess of those rates and conditions specified in this agreement.

5. **ATTENDANCE**

An employee will become eligible to receive an attendance allowance of \$2.62 for each day he is rostered to work, upon compliance with the following:—

- (i) 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;
- (ii) A day when 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 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 \$6.55 from his attendance allowance for the pay week in which he is absent.

6. **SPECIAL ALLOWANCE**

This payment provides compensation for disabilities not elsewhere specified. In addition to the wage rates contained in Clause 4, 40 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.

7. **OVERALLS AND TOOL ALLOWANCE**

- (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) The employer shall launder the overalls.
- (iv) Tool allowance will be paid in accordance with the New Zealand Carpenters and Related Trades Award.

8. **TERMS OF EMPLOYMENT**

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

9. **ANNUAL HOLIDAY**

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

Where any special holiday for which a worker is entitled to payment under this or any Act, Award or Agreement (or, as the case may be, for which he would have been so entitled to payment if his employment had not been terminated) occurs during any period of an annual holiday allowed or deemed to be allowed in accordance with the Holidays Act 1981, the period of the annual holiday shall be deemed to be increased by one day in respect of that special holiday.

10. **PAYMENT OF WAGES**

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

11. **FIRST AID PAYMENT**

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 \$4.50 per week.

12. **TRAVELLING**

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.

13. **JOB PAYMENTS**

(a) Plinth. For workers employed laying concrete in the pot pit, a payment of \$4.10 per plinth will be made.

(b) Workers required to work in a carbon-bake furnace pit will receive an additional payment of \$2.90 per day.

(c) Workers engaged in boxing work inside metal products furnaces will receive an extra payment of \$2.90 per day.

14. **SHAMPOO ALLOWANCE**

In lieu of providing shampoo the employer shall pay an allowance of \$2.00 per week to each worker.

15. **UNION FEE DEDUCTIONS**

It is a condition of employment under this agreement that the Union member shall pay all union dues to the employer, who shall remit them to the appropriate union at no greater interval than three months.

Subject to the provisions of the Wages Protection Act and by arrangement with the Union, the employer shall deduct union dues from the weekly wages of Union members.

16. **TERM OF AGREEMENT**

From 30th November 1985 to 29th November 1986.

For and on behalf of Henderson Construction Limited Oteramika Road,
No 1 R. D. Invercargill

Authorised Agent Murray Henderson **MANAGING DIRECTOR**

For and on behalf of New Zealand Carpenters and Related Trades
Industrial Union of Workers P.O. Box 1342, Invercargill

Authorised Agent Ian S. Hodgetts **SUB BRANCH SECRETARY**

For and on behalf of New Zealand Labourers, General Workers and
Related Trades Industrial Union of Workers P O Box 5081, Dunedin

Authorised Agent C. Fisher **ASSISTANT BRANCH SECRETARY**

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 66 of the Industrial Relations Act.

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. D. FINNIGAN
JUDGE