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**Chemical Manufacturing Company
Limited, Lower Hutt Shift and
Operators – Collective Agreement
(Voluntary)**

Dated 24/1/79

Note: See clause 17 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 Chemical Manufacturing Company Ltd, Lower Hutt Shift and Operators Dispute of Interest between the Chemical Manufacturing Company Limited and the New Zealand (except Northern (other than the Factory of J. Wattie Canneries Limited at Gisborne), Otago and Southland Industrial Districts) Food Processing, Chemical and Related Products Factory Employees Industrial Union of Workers.

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 1963, 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 January 1979.

(L.S.)

J. R. P. Horn, Judge.

SUBMISSION OF VOLUNTARY SETTLEMENT FOR REGISTRATION

In the matter of the Industrial Relations Act 1973; and in the matter of the Process Operator and Shift Agreement dispute of interest between Chemicals Manufacturing Co. Limited of Lower Hutt and the New Zealand Food Processing and Chemical Union.

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 (section 66) of the Industrial Relations Act 1973, for registration by the Arbitration Court as a collective agreement.

Dated at Lower Hutt this 20th day of November 1978.

For New Zealand Food Processing and Chemical Union.

G. M. Fraser.

Personnel Officer (Industrial) for Chemicals Manufacturing Company Limited.

A. L. Howard.

VOLUNTARY AGREEMENT

CHEMICAL MANUFACTURING COMPANY LIMITED PROCESS OPERATORS'
& SHIFT AGREEMENT

Primary Award Taranaki, Wellington, Marlborough, Nelson and Canterbury Food-stuffs and Chemical Products Factory Employees' Award

In accordance with sub-clause (d) of clause 2 of the above Award dated 27 October 1978 the following sets forth the wages, terms and conditions pertaining to the operation of shifts at Chemicals Manufacturing Company Limited, Lower Hutt.

1. This Agreement applies to all process operators employed at CMC Limited, Lower Hutt, on process work and shift work.

2. Each shift will be worked as a rotating shift in the manner prescribed on an individual basis and as displayed in a prominent position within the factory. This information to be made available at least five clear days in advance of the commencement of shift work.

3. A continuous shift will be normally operated for a minimum period of 14 consecutive days during which time an operator may be required to move from one production centre to another. Work will then revert to normal day work until the shift operation recommences.

4. Each shift shall consist of 12 hours which will include 30 minutes cribtime and two ten minute 'smokos' and one further 'smoko' of ten minutes in overtime hours. Workers working shifts shall be paid \$2.60 per shift worked.

5. That shift hours or shift cycle may be altered from time to time where required by agreement between the employer and the union.

6. Changes to the shift roster may be made from time to time and workers will be invited to participate in the scheduling of the shift roster. Such shift arrangements to be agreed with the union.

7. (i) When a shift must be terminated because of plant breakdown, workers rostered to work in the 24 hours immediately following the breakdown will be paid as though no breakdown occurred. Where practicable, the shift roster shall continue upon recommencement of plant operations.

(ii) All workers affected by the breakdown shall be notified as soon as is possible of the date they are next required to report for duty, and shall be given at least 24 hours notice of such recommencement of work.

8. All times worked in excess of 8 hours per day or 40 hours per week, as specified in the shift roster, shall be paid time and one half ordinary rate for the first three hours, and double ordinary rate thereafter.

9. Shift work performed on Saturdays shall be paid for at time and one half ordinary rate for the first three hours, and double ordinary rate thereafter and all times worked after noon at double ordinary rate.

10. Shift work performed on Sundays shall be paid for at double ordinary rate.

11. When a worker is called back after having completed his days work and left his place of employment, or on a rostered day off, he shall be paid a minimum of four hours at the appropriate rate plus additional travel allowance where applicable.

12. Workers and employers shall adopt a responsible attitude in cases of genuine emergencies to relieve shift operators.

13. In accordance with Clause 12 where an operator remains on duty after the end of the shift, the operator shall be paid a minimum of two hours at the appropriate rate.

14. The minimum wages paid to workers employed under this Agreement for less than 12 months service shall be —

Process Operator III	\$119.90 per week
Process Operator II	\$124.51 per week
Process Operator I	\$133.58 per week
Process Operator (Senior)	\$136.52 per week

A location allowance of \$4.95 per week will be paid in addition to the rates of wages specified above.

15. No junior workers shall be employed on shift work.

16. Any worker required to start or cease work outside the hours of 7.00 a.m. to 10.00 p.m. shall be provided by the employer with free transport to and/or from his home (as the case may be). If the employer does not provide the transport himself, the worker shall have his travelling costs reimbursed on the basis of either —

(i) Actual and reasonable fares incurred having regard to the availability of public transport at the time; or

(ii) A running allowance of the undermentioned amounts if the worker uses his own vehicle; provided however, that where more than one worker travels together in the same vehicle only one reimbursement shall be made —

Motor Car	17.3 cents/kilometer
Motor Cycle	9 cents/kilometer
Motor Scooter	8 cents/kilometer

(iii) Where a worker elects to use a bicycle for the purposes of travelling to or from work, a weekly reimbursement of 85 cents shall be made.

TERM OF AGREEMENT

17. This Agreement shall come into force on the 27th day of October 1978 and this Agreement shall remain in force until the 26th day of October 1979, being the expiry date of the Primary Award.

For and on behalf of Chemicals Manufacturing Company Limited.

A. L. Howard

For New Zealand Food Processing and Chemical Union.

G. N. Fraser

Dated at Lower Hutt this 20th day of November 1978.

MEMORANDUM

The terms of settlement submitted by the parties have been registered by the Court in terms of Section 65 of the Industrial Relations Act 1973.

The rates of remuneration prescribed by this collective agreement are not to be increased by the application of the provisions of the order of the Arbitration Court made under the General Wage Orders Act 1977, dated the 3rd day of July 1978.

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 agreement is to continue in force being less than one year from the date of registration.

(L. S.)

J. R. P. Horn, Judge.