

Please post in a Conspicuous Place accessible to Workers.

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

Dated 28/4/80

Note: See Clause 18 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 Chemicals Manufacturing Company Limited, Lower Hutt Shift and Operators dispute of interest between Chemicals Manufacturing Company Limited, Lower Hutt and the New Zealand (except Northern (other than the factory of J. Wattie Canneries Limited at Gisborne), Otago and Southland Industrial Districts) Food Processing, Chemicals 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 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 28th day of April 1980.

(L.S.)

D. S. Castle, Judge.

The Registrar, Arbitration Court, P.O. Box 596, WELLINGTON.
February 1980
Dear Sir

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 Company 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 28th day of February 1980.

For New Zealand Food Processing and Chemical Workers Union

G. M. Fraser.

Personnel Officer (IR Section) for Chemicals Manufacturing Company Limited

C. F. McKay.

**VOLUNTARY AGREEMENT
CHEMICALS MANUFACTURING COMPANY LIMITED
PROCESS OPERATORS' & SHIFT AGREEMENT**

Primary Award – Taranaki, Wellington, Marlborough, Nelson and Canterbury Foodstuffs 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 five 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 \$3.00 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 operation.

(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 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 –

	Per Week \$
Process Operator III	138.46
Process Operator II	143.77
Process Operator I	154.26
Process Operator (Senior)	157.65

A location allowance of \$5.72 per week will be paid in addition to the rates of wages specified above and will be included in the hourly rate for the calculation of overtime.

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

16. Any worker required to start or cease work outside the hours of 7.00am to 10.00pm 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	21 cents/kilometre
Motor Cycle	11 cents/kilometre
Motor Scooter	9.7 cents/kilometre;
- (iii) This running allowance has been settled by an agreed formula, and will be subject to review six months from the date of the registration of this agreement by the application of the aforementioned agreed formula.
- (iv) Where a worker elects to use a bicycle for the purposes of travelling to and/or from work, a weekly reimbursement of 98 cents shall be made.

17. Work of an unusually dirty or offensive nature is to be paid at a flat rate not attracting overtime, at 25 cents per hour with a minimum of four hours whilst workers are so employed. Such work so classified to include:

- (i) The manufacture and filling of packed products containing carbon black, namely black tyre paint;
- (ii) Handling and loading into vessels aluminium powder, copper powder, graphite, molybdenum disulphide, dyes and pigments in powdered form, and sodium methoxide;
- (iii) Packing of fungicidal dusts.

TERM OF AGREEMENT

18. This Agreement shall come into force on the first day of the pay week commencing on or after 4 December 1979 and this Agreement shall remain in force until the 26th day of October 1980, being the expiry date of the Primary Award.

For and on behalf of Chemicals Manufacturing Company Limited
C. F. McKay.

For New Zealand Food Processing and Chemical Union
G. M. Fraser.

Dated at Lower Hutt 28th February 1980

MEMORDANDUM

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 determined by this collective agreement are NOT to be increased by the application of the provisions of the general increase provided by the Remuneration (General Increase) Regulations 1979.

(L.S.)

D. S. Castle, Judge