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**Chemicals Manufacturing Company
Limited, Lower Hutt Shift Operators —
Collective Agreement (Voluntary)**

Dated 23/7/81

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 Operators Voluntary Settlement between the New Zealand (except Northern and Otago and Southland in the case of Chemicals and Otago and Southland in the case of Food Processing) Food Processing, Chemicals and Related Products Factory Employees Industrial Union of Workers and Chemical Manufacturing Company Limited, Lower Hutt.

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 23rd day of July 1981.

(L.S.)

N. P. Williamson, Judge.

The Registrar, Arbitration Court, P.O. Box 596, Wellington.
15th May 1981

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 15th day of May 1981.

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

Factory Manager for Chemicals Manufacturing Company Limited:
G. Mayes.

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 24 April 1981 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 \$3.55 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 —

Process Operator III	\$ 163.73 per week
Process Operator II	\$ 170.02 per week

Process Operator I \$ 182.42 per week
 Process Operator (Senior) \$ 186.42 per week

A location allowance of \$6.77 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 7.00 am to 10.00 pm 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 Car27.3 cents/kilometer

Motor Cycle14.3 cents/kilometer

Motor Scooter12.7 cents/kilometer

(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 \$1.16 shall be made.

17. Work of an unusually dirty or offensive nature is to be paid at a flat rate not attracting overtime, at 30 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 5 January 1981 and this Agreement shall remain in force until the 4th day of January 1982, being the expiry date of the Primary Award.

For and on behalf of Chemicals Manufacturing Company Limited:

G. Mayes.

For New Zealand Food Processing and Chemical Union:

G. M. Fraser.

Dated at Lower Hutt 15th May 1981.

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.

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.

The document has been registered as presented but the attention of the parties is directed to section 19 (3) and (4) of the Factories Act 1974 and subsequent amendments which will prevail over clauses specifying shift-work to the extent that the clauses fall short of the statutory requirements.

The rates of remuneration 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.

(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.)

N. P. Williamson, Judge.