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# I.C.I. NEW ZEALAND LIMITED, CHEMICALS GROUP RIVERVIEW STORE – COLLECTIVE AGREEMENT (VOLUNTARY)

Dated 6/3/87

NOTE: See clause 13 herein for the date on which rates of wages come into force.

Published and issued by the Arbitration Court of New Zealand

## 8376

## 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 ICI New Zealand Limited, Chemicals Group Riverview Store dispute of interest between the Northern Industrial District and Hawke's Bay Province Storepersons and Packers and Warehouse Workers Industrial Union of Workers and ICI New Zealand 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 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 6th day of March 1987

(L.S.)

D. S. CASTLE JUDGE

**Regulation 9** 

Section 65

## FORM 5

UNDER THE INDUSTRIAL RELATIONS ACT 1973 SUBMISSION OF VOLUNTARY SETTLEMENT FOR REGISTRATION

IN THE MATTER of the Industrial Relations Act 1973

<u>AND IN THE MATTER</u> of the ICI New Zealand Limited Chemicals Group Riverview Store Employees Dispute of Interest <u>BETWEEN</u> the Northern Industrial District and Hawke's Bay Province Storepersons and Packers and Warehouse Workers Industrial Union of Workers <u>and</u> ICI New Zealand Limited.

> <u>TO:</u> The Registrar, Arbitration Court WELLINGTON.

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 of the Industrial Relations Act 1973 for registration by the Arbitration Court as a Collective Agreement.

DATED at Auckland this 12th day of January 1987

SIGNED FOR AND ON BEHALF OF: The Northern Industrial District and Hawke's Bay Province Storepersons and Packers and Warehouse Workers Industrial Union of Workers

W. DOODY UNION ORGANISER

## SIGNED FOR AND ON BEHALF OF: ICI New Zealand Limited

## G. W. GRENFELL DISTRIBUTION MANAGER CHEMICALS GROUP

## **ARRANGEMENT OF AGREEMENT**

#### Clause Number

## Title

#### SCOPE OF AGREEMENT 1

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  - 12 UNION MEMBERSHIP
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1.
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## SCOPE OF AGREEMENT:

This agreement shall apply to the employment of members of the Northern Industrial District and Hawkes Bay Province Storepersons and Packers and Warehouse Workers Industrial Union of Workers employed by ICI New Zealand Limited, Riverview Store at Bowden Road, Mt. Wellington, Auckland of this Company.

#### 2.

#### WAGES

The rates of wages will be set down in Clause 12 of the NID Storepersons Award with the following exceptions:

(A) WEEKLY RATES: Classification	Per Hour \$	Per Week \$
Level 4	7.398	295.94
Level 3	7.262	290.48
Level 2	7.117	284.68
Level 1	6.975	279.03

#### **(B) SERVICE ALLOWANCE:**

- (i) After six months continuous service with the same employer and in addition to the prescribed rates of wages laid down in Clause 2(A) of this agreement, a worker shall be paid:..... 14.9c per hour
- (ii) After twelve months continuous service with the same employer and in addition to the prescribed rates of wages laid down in Clause 2(A) of
- (iii) After two years continuous service with the same employer and in addition to the prescribed rates of wages laid down in Clause 2(A) of

The payments prescribed in this clause shall form part of the ordinary rate for the purpose of calculating overtime.

3.

## **INDUSTRY ALLOWANCE:**

A weekly industry allowance of \$21.50 per worker per week shall be paid to cover the wearing of face masks/respirators, safety glasses, gumboots, shrinkgun operation and forkhoist driving.

4.

## **CONTAINER ALLOWANCE:**

To cover all work involved in the devanning of rigid fully enclosed ISO containers at the Riverview Store site, an allowance of \$10 per worker per working day shall be paid.

5.

#### **MEAL ALLOWANCE:**

Where provision is made for the payment of a meal allowance, it shall be at the rate of \$5.38 per meal.

#### 6.

#### SICK LEAVE

Clause 32 of the Storepersons Award will apply, with exception that after six months current continuous service with the same employer, a worker, other than a casual worker, shall be entitled to a payment for absences from work due to personal sickness for a total period of 10 days for that year.

7.

#### **STOP WORK MEETINGS**

Clause 41 of the Storepersons Award shall apply with the exception that the workers shall be entitled to a total of four hours leave for the purpose of attending such meetings without loss of ordinary pay.

8.

## TIME OFF FOR UNION DELEGATE

The Company agrees to permit the accredited Union delegate to take reasonable time off work without loss of pay for the purpose of attending Trade Union training provided the Union gives the employer at least two weeks written notice of the course dates and the content of the union education course.

#### 8379

## 9.

#### SANCTITY OF AGREEMENT

It is agreed that the workers covered by this voluntary collective agreement will make no claim nor support any claims for further adjustments during the term of this agreement.

10.

## PERIOD OF STRIKE NOTICE

It is agreed that where strike action is proposed, fourteen (14) days notice shall be given to the employer of the intention to strike.

#### 11. RELATIONSHIP OF STOREPERSONS AWARD WITH THIS AGREEMENT

All other matters not covered by this agreement shall be in accordance with the provisions of the current Northern Industrial District and Hawkes Bay Province Store and Warehouse Workers Award.

### 12.

## **UNION MEMBERSHIP**

If any adult person (other than a person who holds a certificate of exemption from union membership issued under section 1120 of the Industrial Relations Act 1973) who is not a member of a union of workers bound by this agreement is engaged or employed by any employer bound by this agreement, in any position or employment that is subject to the agreement, the person shall become a member of the union within 14 days after that person's engagement or, as the case may require, after this clause comes into force, and shall remain a member of the union so long as that person continues in the position or employment.

(EXPLANATORY NOTE IN RELATION TO EXPIRY OF UNION MEMBERSHIP CLAUSE: This clause will expire on 28 July 1989 unless it is extended pursuant to section 101A of the Industrial Relations Act 1973.)

13.

## **TERM OF AGREEMENT**

This agreement shall be deemed to have come into force on 16 December 1986 and shall remain in force until 15 December 1987.

Signed for and on behalf of the Northern Industrial District and Hawkes Bay Province Storepersons and Packers and Warehouse Workers Industrial Union of Workers.

#### W. Doody

Union Organiser

Signed for and on behalf of ICI New Zealand Limited Chemicals Group G W. Grenfell

Distribution Manager

## **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.

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. S. CASTLE JUDGE NOTE:

This is a new agreement citing the parties hereto. The Document No 118 was previously allocated to Wellington Harbour Board Centre Terminal Electricians — VCA dated 26.4.76 and appears in the 1976 Book of Awards, page 2695. The document was cancelled on 2.9.85.