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**ICI NEW ZEALAND LIMITED AND  
CHEMICALS GROUP RIVERVIEW  
LIQUIFIED AND COMPRESSED  
GASES REPACKING PLANT  
EMPLOYEES—COLLECTIVE  
AGREEMENT (VOLUNTARY)**

**Dated 14/5/87**

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NOTE: See clause 13 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 ICI New Zealand Limited and Chemicals Group Riverview Liquified and Compressed Gases Repacking Plant Employees Dispute of Interest between Auckland Chemical, Paint and Varnish, Drug, Ink and Printing Manufacturers and Related Products Factories Employees 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 14th day of May 1987.

(L.S.)

N. P. WILLIAMSON  
JUDGE

Sec. 65

Regulation 9

## Form 5

Under the Industrial Relations Act 1973  
SUBMISSION OF VOLUNTARY SETTLEMENT FOR  
REGISTRATION

IN THE MATTER OF THE Industrial Relations Act 1973.

AND IN THE MATTER OF THE ICI New Zealand Limited and Chemicals Group Riverview Liquified and Compressed Gases Repacking Plant Employees Dispute of Interest.

Between the Auckland Chemical, Paint, Varnish, Drug, Ink and Printing Ink Manufacturers and Related Products Factories Employees Industrial Union of Workers

And ICI New Zealand Limited.

TO: 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 WELLINGTON THIS 7th day of April 1987.

Signed for and on behalf of:—

The Auckland Chemical, Paint, Varnish, Drug, Ink and Printing Ink Manufacturers and Related Products Factories Employees Industrial Union of Workers.

S. Bork, Union Organiser

Signed for and on behalf of:—

ICI New Zealand Limited

G. W. Grenfell, Distribution Manager, Chemicals Group

## ARRANGEMENT OF AGREEMENT

### Clause

1. Scope of Agreement
2. Wages
3. Industry Allowance
4. Liquified & Compressed Gases Allowance
5. Meal Allowance
6. Sick Leave
7. Stop Work Meetings
8. Time Off for Union Delegate
9. Sanctity of Agreement
10. Period of Strike Notice
11. Union Membership
12. Relationship of NID Drug, Chemical and Related Products Workers Award
13. Term of Agreement

### 1. SCOPE OF AGREEMENT

This Agreement shall apply to the employment of members of the Auckland Chemical, Paint, Varnish, Drug, Ink and Printing Ink Manufacturers and Related Products Factories Employees Industrial Union of Workers employed by ICI New Zealand Limited at Bowden Rd, Mt. Wellington, Auckland.

### 2. WAGES

The rates of wages will be set down in Clause 6 of the NID Drug, Chemical and Related Products Workers Award with the following exceptions:

(a) **Weekly Rates**  
**Classification—Manufacturers:**

	<b>Per Hour</b>	<b>Per Week</b>
Grade One	7.20	288.32
Grade Two	7.53	301.28
Grade Three	8.28	331.52
Grade Four	8.71	348.40

(b) **Service Allowance — Cents per hour**

(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:	14.9 per hour
(ii) After one year's current 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:	24.8 per hour
(iii) After two year's current 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:	31.1 per hour
(iv) After three year's current 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:	36.0 per hour
(v) After four year's current 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:	42.2 per hour
(vi) After five year's current 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:	47.2 per hour
(vii) After six year's current 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:	51.0 per hour
(viii) After ten year's current 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:	62.1 per hour

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 and fork hoist driving.

### 4. **LIQUIFIED AND COMPRESSED GASES ALLOWANCE**

An allowance of 75 cents per hour, for each hour worked, shall be payable for all duties involved in handling liquified and compressed gases at the Repacking Plant, Bowden Rd.

The payment prescribed in this clause shall be included in the computation of overtime.

### 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 8 of the NID Drug, Chemical and Related Products Workers Award shall 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 27 of the NID Drug, Chemical and Related Products Workers Award shall apply, with 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.

### 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. UNION MEMBERSHIP

If any adult person (other than a person who holds a certificate of exemption from union membership issued under section 112 0 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 20 July 1989 unless it is extended pursuant to section 101A of the Industrial Relations Act 1973).

# 12. RELATIONSHIP OF N.I.D. DRUG, CHEMICAL AND RELATED PRODUCTS WORKERS 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 Drug, Chemical and Related Products Award.

# 13. TERM OF AGREEMENT

This agreement shall be deemed to have come into force on 21 January 1987 and shall remain in force until 15 December 1987.

DATED THIS 7TH DAY OF APRIL 1987

Signed for and on behalf of the Auckland Chemical, Paint, Varnish, Drug, Ink and Printing Ink Manufacturers and Related Products Factories Employees Industrial Union of Workers

S. Bork—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.)

N. P. WILLIAMSON  
JUDGE

**NOTE:** This is a new agreement citing the parties hereto. The document No. 911 was previously allocated to Hawkins Construction Company Limited Kinleith General Drivers Industrial Agreement dated 19/6/70 and appears in the 1970 Book of Awards, page 1946. The document was cancelled on the 2/9/85.