

WEBB REFINERIES' EMPLOYEES—INDUSTRIAL AGREEMENT*[Filed in the Office of the Clerk of Awards, Auckland]*

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 10th day of February 1958, between the Auckland Ceramic, Concrete, Builders' and General Labourers' and Related Trades Industrial Union of Workers, 196 Hobson Street, Auckland, C. 1. (hereinafter called "the union"), of the one part, and the Webb Refineries, George Street, Henderson, Auckland, (hereinafter called "the employer"), of the other part, whereby it is mutually agreed by and between the parties hereto as follows:

1. That the terms, conditions, stipulations, and provisions contained and set out in the Schedule hereto shall be binding upon the parties, and they shall be deemed to be and are hereby declared to form part of the agreement.

2. That the said parties hereto shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, conditions, stipulations, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

SCHEDULE*Application of Agreement*

Clause 1. This agreement shall apply to workers employed in the extraction of dust for commercial purposes.

Hours of Work

Clause 2. Except where otherwise provided, the week's work shall not exceed forty hours, eight per day, to be worked between the hours of 7.30 a.m. and 5 p.m. from Monday to Friday, both days inclusive.

Wages

Clause 3. The following shall be the minimum rates of wages:

Weekly workers £10 3s. 4d. per week.

Casuals 4s. 11½d. per hour.

A "casual worker" is a worker employed for a continuous period of not more than five days.

Foremen or leading hands in charge of four or more workers shall receive 3s. per day extra.

Increase in Rates of Remuneration

Clause 4. The rates of remuneration determined by this award shall be increased to the extent and in the manner prescribed by the general order of the Court made under the Economic Stabilisation Regulations 1953, and dated the 26th day of October 1956.

(EXPLANATORY NOTE—The general order of 26 October 1956 increased rates of remuneration determined by awards and industrial agreements by an amount equal to 18 per cent thereof, but excluded from the scope of the increase.

(1) Such portion of the remuneration of each worker in each week as exceeded the amount of £13 in the case of adult male workers, the amount of £9 15s. in the case of adult female workers, and the amount of £7 10s. in the case of male and female workers under the age of twenty-one years; and

(2) All allowances in respect of tools, bicycles, motor vehicles, protective or special clothing, or special footwear.

The term "remuneration" means salary or wages; and includes time and piece wages and overtime and bonus and other special payments; and also includes allowances, fees, commission, and any other emolument, whether in one sum or several sums; and also includes travelling expenses.)

Clause 5. (a) Notwithstanding the provisions of clauses 2 and 6 of this agreement, two or more shifts covering a period of twenty-four hours may be worked from Monday to Friday inclusive.

(b) Each shift shall not exceed eight hours, including half an hour crib-time, and five shifts shall constitute a week's work.

(c) Workers employed on shifts shall be paid 3s. 3d. per shift in addition to their ordinary rate of pay, if the shift finishes at or before midnight, and 3s. 9d. if the shift finishes after midnight but at or before 8 a.m.

(d) Any time worked in excess of the usual shift hours worked by workers employed under this clause shall be deemed to be overtime, and shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

(e) This clause shall apply only where shifts are worked on five or more consecutive days.

Overtime

Clause 6. (a) Except as provided for in subclause (b) hereof, all time worked in excess of the daily hours fixed in clause 2 of this agreement shall count as overtime and shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

(b) All time worked before 12 noon on Saturdays shall be paid for at the rate of time and a half for the first four hours and double time thereafter. All time worked after 12 noon on Saturdays shall be paid for at double time rates.

Payment of Wages

Clause 7. (a) Wages shall be paid weekly during working hours on the regular pay day.

(b) When a worker is discharged he shall be paid without delay, and when a worker leaves a job he shall, on demand, be paid within twenty-four hours of leaving. All waiting time beyond the prescribed time shall be paid for at ordinary rates.

(c) In the case of weekly workers one week's notice of the termination of employment shall be given by the party desiring to terminate the employment or one week's wages paid or forfeited, as the case may be; and in the case of hourly workers two hours' notice of termination shall be given or two hours' wages paid or forfeited, as the case may be; but nothing herein contained shall prevent an employer from summarily dismissing a worker for misconduct.

Holidays

Clause 8. (a) The following shall be the recognised holidays, which shall be paid for at ordinary rates: New Year's Day, 2 January, Anniversary Day, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, Christmas Day, and Boxing Day.

(b) The employer shall pay wages for the above holidays to all workers performing work coming within the scope of this agreement who have been employed by him at any time during the fortnight ending on the day on which the holiday occurs.

(c) The attention of the parties is drawn to the provisions of the Public Holidays Act 1910 and its amendments, which deal with the transference of holidays which fall on a Saturday or a Sunday. This provision shall apply to workers covered by this agreement.

(d) Except as otherwise provided, any work done on any of the above holidays, or on Sundays shall be paid for at double time rates in addition to any payment to which the worker is entitled under subclause (b) hereof.

Annual Holidays

Clause 9. Annual holidays shall be allowed in accordance with the provisions of the Annual Holidays Act 1944.

Protective Clothing

Clause 10. After employment for one month, a clothing allowance of 3s. per week shall be paid.

Accommodation

Clause 11. The employer shall provide and maintain in a clean and sanitary condition mess-room, lavatory, showers with warm water, and, where necessary, protection for bicycles for use of workers. Boiling water for meals shall be provided.

Meal Money

Clause 12. The employer shall allow meal money at the rate of 4s. per meal when workers are called upon to work one hour or later after their usual daily time of knocking off, provided such workers cannot reasonably get home for their meals, and provided, further, they have not been notified of such overtime on the day preceding the day on which they are required to work overtime.

The provisions of clause 4 shall not apply to the payment provided for by this clause.

Disputes

Clause 13. The essence of this agreement being that the work of the employer shall not on any account whatsoever be impeded, any dispute in connection with any matter not provided for in this agreement shall be settled between the particular employer concerned and the secretary or president of the union, and in default of agreement being arrived at, then such dispute shall be referred to the Conciliation Commissioner for the district, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner, may appeal to the Court upon giving written notice of such appeal to the other party within fourteen days after such decision shall have been communicated to the party desirous of appealing.

Refreshments

Clause 14. Time shall be allowed (not more than ten minutes) for refreshments during morning and afternoon, and where shifts are worked, at convenient times during such shifts.

Right of Entry

Clause 15. The secretary or other authorised officer of the union shall be entitled to enter at all reasonable times upon the premises or job of any employer bound by this agreement for the purpose of interviewing workers (with the consent of the employer or his representative, such consent not to be unreasonably withheld,) but not so as to interfere unreasonably with the employer's business.

Workers to be Members of Union

Clause 16. Subject to the provisions of sections 174 (5) and 175 of the Industrial Conciliation and Arbitration Act 1954, it shall not be lawful for any employer bound by this agreement to employ or continue to employ in any position of employment subject to this agreement any person who is not for the time being a member of an industrial union of workers bound by this agreement.

Scope of Agreement

Clause 17. This agreement shall only apply to the parties hereto.

Clause 18. This agreement shall be deemed to have come into force on the 1st day of August 1957, and shall remain in force until the 1st day of August 1958.

In witness whereof the parties hereto have executed these presents the day and year first before written.

Signed for and on behalf of the Auckland Ceramic, Concrete, Builders' and General Labourers' and Related Trades Industrial Union of Workers:

[L.S.]

H. KAY, Secretary.

Witness to the above signature—K. E. JONES.

Signed for and on behalf of Webb Refineries—CHAS. H. WEBB, Manager.

Witness to the above signature—G. M. WHITEHEAD.