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THE NEW ZEALAND REFINING CO. LTD., REFINERY OPERATORS'—INDUSTRIAL AGREEMENT

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 23rd day of July 1964 between the New Zealand Engine Drivers, River Engineers, Marine Engine-drivers, Greasers, Firemen and Assistants' Industrial Union of Workers and the New Zealand Federated Storemen and Packers (other than in Retail Shops) and Warehouse Employees (other than Drivers and Clerks) Association of Workers, (hereinafter referred to as "the unions"), of the one part, and the New Zealand Refining Company Limited (hereinafter referred to as "the employer"), of the other part, whereby it is mutually agreed by and between the said parties hereto as follows that is to say:

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

2. 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

Interpretation

1. This industrial agreement shall apply to workers employed by The New Zealand Refining Co. Ltd. at Whangarei, for whom provision is made in clause 5 hereof.

Nothing herein shall apply to Supervisors whose duties are substantially over-seeing not manual.

Hours of Work

2. (a) *Day Workers*—(i) The ordinary hours of work shall not exceed 40 a week nor more than eight hours a day on the five days of the week Monday to Friday inclusive between the hours of 8 a.m. and 5 p.m.

(ii) A regular time for lunch break shall be established in duration not more than one hour nor less than half an hour. When a worker is called for work during his regular meal break the time so worked shall be paid for at half rate extra. Assignments of work during regular meal breaks will be kept to the minimum consistent with operating requirements and there will be no unreasonable refusal of the part of the workers.

(iii) No worker shall be required to work more than five hours continuously without an interval for a meal.

(iv) Each day worker shall be allowed an interval of 10 minutes morning and afternoon without loss of pay.

(b) *Shift Workers*—(i) Shifts may be worked to cover all or any part of the 24 hours of the day and the seven days of the week as required by the employer. The ordinary hours of work shall not exceed five eight-hour shifts to be worked between midnight Sunday-Monday and midnight Friday-Saturday.

(ii) Each shift worker shall be afforded reasonable opportunity during the shift to partake of a meal and two 10-minute intervals during each shift for refreshment but machinery shall be kept fully working and production shall not be impeded.

(iii) Except in the case of a replacement of, or substitute for, a regular shift worker who is temporarily absent due to sickness, accident, or other cause, a worker shall not be deemed a shift worker unless he is employed on shift work on three successive working days, inclusive of the day of commencement of such shift work.

Overtime

3. (a) Time worked outside or in excess of the hours prescribed in clause 2 hereof or time worked on any rostered day off between midnight Sunday-Monday and midnight Friday-Saturday shall be paid for at the rate of time-and-a-half for the first three hours in any one day and at double-time rates thereafter. Time worked after 12 noon on Saturday and all time worked on Sunday shall be paid for at double rates.

(b) A worker who works so much overtime between the termination of his ordinary work or shift on one day and the commencement of his ordinary work or shift on the next day, that he has not at least eight consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until he has had eight consecutive hours off duty without loss of pay for ordinary working time (as prescribed in clause 2) occurring during such absence. If on the instructions of the employer such a worker resumes or continues work without having had such eight consecutive hours off duty he shall be paid at double rates until he is released from duty for such period and he shall then be entitled to be absent until he has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(c) Any worker who, after having completed his day's work and left the place of employment, is called back to work overtime shall be paid a minimum of 3 hours' pay at the appropriate overtime rates and travelling time computed at one hour's ordinary rate.

Transport will be provided by the company or a worker may agree to use his own motorcar at a mileage rate of 10d. per mile, if requested by the employer.

(d) When a worker is required to work more than nine hours he shall be provided with a meal at the end of the first nine hours and at the end of each subsequent four hours of work provided that work continues thereafter. If not provided with a meal on any occasion the worker shall be entitled to a meal allowance of 5s. 3d.

Provided that this provision shall not apply if a worker can reasonably get home for a meal and back within the time allowed by the employer.

(e) Overtime work assignments will be consistent with operating requirements but there shall be no unreasonable refusal on the part of the workers.

While the company can give no guarantee that overtime will be equally distributed among the men, every endeavour will be made to ensure that this is reasonably apportioned.

(f) Overtime rates shall not be payable where the overtime worked arises from arrangements solely made by the workers themselves. Any such arrangements must have the employer's prior approval.

(g) In order that continuity of operations is ensured, it is agreed that every shift worker will remain at his place of work until his relief takes over, or until released by the shift Supervisor or his deputy or until other satisfactory arrangements are made. Where any worker is required to remain on duty for more than 45 minutes beyond the normal finishing time of his shift he shall be paid a minimum of two hours at the appropriate overtime rate.

Shift Allowance

4. (a) Shift allowances for day, afternoon and night shift system shall be:

Day Shift i.e. 8 a.m.—4 p.m. 5s. a shift.

Afternoon Shift i.e. 4 p.m.—midnight 5s. a shift.

Night Shift i.e. midnight—8 a.m. 5s. a shift.

When 12 hour shifts are worked the total shift allowance of 15s. shall be divided between the two shifts.

Pro rata shift allowance shall be paid where a worker undertakes less than a full shift provided more than two hours are worked—including duty as a replacement or substitute for a regular shift worker.

(b) Shift allowances for two-shift operation day and afternoon shall be:

Day shift 5s.

Afternoon shift 5s.

(c) An afternoon shift means a shift commencing after 12 noon and finishing at or before midnight, and a night shift means any shift finishing subsequent to midnight and at or before 8 a.m.

Wages

5. (a) The following shall be the rates of wages:

Refinery Operator (first 4 months of employment) 8s. 3d. per hour.

Refinery Operator (after first 4 months of employment) 8s. 4d. per hour.

Crane Driver 8s. 4d. per hour.

Panelman 9s. 4d. per hour.

(b) *Additional Payments*—Holders of a Second Class Engine Drivers Certificate shall receive a payment of 1d. per hour in addition to the rates mentioned and holders of a First Class Engine Drivers Certificate shall receive an additional payment of 3d. per hour in addition to the rates mentioned.

Payment will be made for one certificate only.

Those employees appointed as first aid attendants by the company shall receive an additional 10s. per week while the appointment is in force.

(c) The unions recognise and accept the company's undertaking to introduce in due course a system of additional wage payments ranging up to 6d. per hour extra based on qualification in plant operation.

Holidays

6. (a) The following shall be the recognised holidays—New Year's Day and the day following, Waitangi Day or a day observed in lieu thereof, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day. Time worked on any of these holidays shall be paid for at double rates in addition to any ordinary wages for the holiday to which the worker is entitled under subclause (c) of this clause.

(b) Where any of these holidays, except Anzac Day, falls on a Saturday or Sunday such holidays shall be observed on the following working day or days as prescribed by the Public Holidays Act.

(c) Payment of wages for the said holidays shall be made to all persons who perform work under this agreement at any time during the fortnight ending on the day on which the holiday occurs. The employer shall pay one-tenth of a day's ordinary wages to each worker in respect of each ordinary day worked by him for that employer during the fortnight ending on the day of any holiday referred to in sub-clause (a) of this clause.

Provided that for the purposes of this subclause workers whose employment is covered by this agreement shall be deemed to be subject to the provisions of section 28 (2) of the Factories Act 1946, as amended by section 6 of the Factories Amendment Act 1956.

(d) Except in the case of Anzac Day when it falls on a Saturday or a Sunday, where a rostered day off falls on a recognised holiday the shift worker concerned shall be entitled to payment for any such holiday.

(e) Except as provided in subclause (f) of this clause, annual holidays shall be granted in accordance with the provisions of the Annual Holidays Act 1944, except that payment for annual holidays for each employee shall be based on his average weekly earnings under this agreement for the year or such lesser period in respect of which the holiday is allowable, but unless the contrary is specifically provided in the Annual Holidays Act, overtime payments for work in excess of eight hours per day and shift allowance are to be disregarded in making the computation.

(f) Whenever the employer elects to operate and for so long as he continues to operate a four shift continuous roster system scheduling production on seven days of the week, 24 hours of the day and including any or all of the holidays specified in subclause (a) of clause 6 hereof *rostered shift workers shall work on any or all of such holidays as required by the employer*. Shift workers who have worked under the roster for a complete year shall be allowed an annual holiday of three weeks, the first two weeks of which shall be paid for on the same terms as provided in subclause (e) of this clause and the third week (which may be allowed either in conjunction with or separately from the first

two weeks as the employer may decide and as far as practicable to meet the wishes of the worker concerned) shall be paid as for 42 hours at ordinary rates of pay. Shift workers who have worked under the roster for part of the year only shall be entitled to a corresponding proportion of the third week: Provided that by agreement between the employer and the worker, and subject to the approval of the union, payment may be made for the part week in satisfaction of the holiday entitlement.

Pay Day

7. Wages shall be paid weekly during working hours, not later than on the following Wednesday except where the incidence of holidays makes this impracticable, in which case such wages shall be paid as soon after the Wednesday as shall be practicable.

Notwithstanding the foregoing other arrangements may be agreed on between the employer and the union.

Termination of Employment

8. The employment of any worker during the first four weeks of employment shall be terminable by eight hours notice on either side. After one month's service, the employment—for termination purposes only—shall be deemed to require one week's notice on either side. The employer shall however be entitled to dismiss a worker summarily for misconduct.

General Provisions

9. (a) The employer shall provide to the satisfaction of the Inspector of Factories lockers, change room, meal room, showers with hot and cold water and other toilet and sanitary requisites as specified by the inspector.

(b) Protective clothing and footwear as required will be supplied by the employer.

(c) It is recognised that the wearing of safety footwear is not necessary at all times but the company agrees to subsidise the purchase of one pair of such footwear each year by any employee who so requests. The authority of the company to prohibit the wearing of unsuitable types of footwear such as jandals etc., and to require the wearing of adequate outer clothing during working hours is recognised by the unions.

(d) Workers shall be issued with two pairs of overalls each year. Where undue deterioration of overalls has occurred through conditions on the job, an extra issue may be made, subject to the used gear being returned.

(e) When gumboots are handed in by workers who no longer require them it shall be the responsibility of the company to disinfect the boots before they are issued to other workers.

(f) Issue equipment not returned shall be charged to the worker concerned less allowance for fair wear and tear and the value may be deducted from any wages due to the worker.

(g) All workers shall keep their lockers clean and tidy and place all rubbish in covered bins provided for that purpose.

(h) The men shall be responsible for seeing that the meal room is kept clean and tidy, but regular cleansing will be carried out by the company.

(i) Hot water shall be available at meal and refreshment times.

(j) No worker shall be compelled to work in any space where the temperature has been raised to above 150 degrees F.

Dirt Money and Other Payments

10. For the term of this agreement it is agreed by the parties that any claim for additional payments arising from unusual conditions of work shall be notified to management by the representative of the men for negotiation between the company and the unions. Normal work shall continue during any such negotiations. The parties agree to refer any dispute on which agreement cannot be reached between them to a dispute committee as defined in clause 11 of this agreement.

Disputes

11. The essence of this agreement being that the work of the employer shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this agreement as to any matter whatsoever arising out of or connected therewith and not specifically dealt with in this agreement, every such dispute or difference shall be referred to the Conciliation Commissioner, who shall either decide the matter or refer the matter to the Court.

Either side shall have the right of appeal to the Court against the decision of the Conciliation Commissioner, upon giving to the other side written notice of such appeal within 14 days after such decision has been made known to the party desirous of appealing.

Unqualified Preference

12. (a) Any adult person engaged or employed in any position or employment subject to this agreement by any employer bound by this agreement shall, if he is not already a member of a union of workers bound by this agreement, become a member of such union within 14 days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this agreement so long as he continues in any position or employment subject to this agreement.

(c) Every worker obliged under subclause (a) hereof to become a member of a union who fails to become a member, as required by that subclause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with subclause (b) hereof commits a breach of this agreement.

(d) Every employer bound by this agreement commits a breach of this agreement if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purposes of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this agreement.

Right of Entry

13. The secretaries or other authorised officers of the unions shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

Term of Agreement

14. This agreement shall come into force on the 16th day of December 1963 and continue in force until and including the 31st day of December 1964.

Signed on behalf of the New Zealand Refining Co. Ltd.:

J. CARNEY.

Witness—Geo. R. Watt.

Signed on behalf of the New Zealand Federated Storemen and Packers (other than in Retail Shops) and Warehouse Employees (other than Drivers and Clerks) Association of Workers:

F. B. WILKIN.

Witness—J. Drummond.

Signed on behalf of the New Zealand Engine Drivers, River Engineers, Marine Engine-drivers, Greasers, Firemen and Assistants' Industrial Union of Workers:

N. FINCH.

Witness—J. Mitchell.
