

WEBB REFINERIES' EMPLOYEES—INDUSTRIAL AGREEMENT

This Industrial Agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 28th day of October 1970, between the (Northern and Taranaki Labourers' General Workers), and Related Trades Industrial Union of Workers (hereinafter referred to as "the union") and the Webb Refineries Ltd. George Street, Henderson, Auckland (hereinafter called "the employer") witnesseth that it is hereby mutually agreed and declared between the union and the employer as follows:

That, as between the parties hereto, the terms, conditions and provisions herein contained shall be binding on the said parties and the said terms, conditions and provisions shall be deemed to form part of this agreement; and further, the said parties shall respectively do, observe and perform every matter and thing by this agreement and by the said terms, conditions and provisions respectively required to be done, observed and performed and shall not do anything in contravention of this agreement.

SCHEDULE APPLICATION OF AGREEMENT

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

HOURS OF WORK

2. Except where otherwise provided, the week's work shall not exceed 40 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

3. The following shall be the minimum rates of wages:
Weekly workers \$43.20 per week.
Casuals \$1.08 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 44 cents per day extra.

SHIFTS

4. (a) Notwithstanding the provisions of clauses 2 and 5 of this agreement, two or more shifts covering a period of 24 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 70 cents per shift in addition to their ordinary rate of pay, if the shift finishes at or before midnight, and 75 cents if the shift finishes after midnight.

(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

5. (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 Saturday shall be paid for at the rate of time and a half for the first three hours and double time thereafter. All time worked after 12 noon on Saturdays shall be paid for at double time rates.

PAYMENT OF WAGES

6. 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 24 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

7. (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 1955, which deals 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 Sunday 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

8. (a) Annual holidays shall be allowed in accordance with the provisions of the Annual Holidays Act 1944, provided that upon the completion of 5 years' continuous service with the Company, each worker shall for the fifth and subsequent years be entitled to an annual holiday of three weeks instead of the two weeks prescribed in the Annual Holidays Act. The third week may be allowed either in conjunction with or separately from the first two weeks as the Company may decide.

(b) Payment for annual holidays shall be on the basis of the worker's average weekly taxable earnings for the year (or lesser period where applicable) immediately preceding his annual holiday entitlement provided that the holiday pay does not exceed the worker's ordinary pay plus 30 per cent and provided, further, that in no case shall the holiday pay be less than the worker's ordinary pay at the time of taking the holiday. For the purpose of calculation under this provision a divisor of 52 shall be used.

PROTECTIVE CLOTHING

9. After employment for one month, a clothing allowance of 40 cents per week shall be paid.

ACCOMMODATION

10. 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

11. The employer shall allow meal money at the rate of 70 cents 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 are required to work overtime.

DISPUTES

12. 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 14 days after such decision shall have been communicated to the party desirous of appealing.

REFRESHMENTS

13. Time shall be allowed (not more than 10 minutes) for refreshments during morning and afternoon, and where shifts are worked, at convenient times during such shifts.

RIGHT OF ENTRY

14. 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 as to interfere unreasonably with the employer's business.

UNQUALIFIED PREFERENCE

15. (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 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.

(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.

SCOPE OF AGREEMENT

16. This agreement shall only apply to the parties hereto.

TERM OF AGREEMENT

17. This agreement shall come into force on the 1st day of September 1970, and shall continue in force until the 31st day of August 1971.

Signed on behalf of the Northern and Taranaki, Labourers, General Workers and Related Trades Industrial Union of Workers: H. Kay, Secretary.

Witness: G. Wrightson.

Signed on behalf of Webb Refineries Ltd. Henderson: J. Smyd, Secretary.

Witness: G. Wrightson, Chartered Accountant, Auckland.