

## WEBB REFINERIES' EMPLOYEES – INDUSTRIAL AGREEMENT

This industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 20th day of December 1972 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., Station Road, 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 provision 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 \$53.20 per week.

Casuals \$1.33 per hour.

All workers covered by this agreement shall have the above rates increased by 5 cents per hour because of the unusually dusty conditions at present prevailing.

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 60 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 90 cents per shift in addition to their ordinary rate of pay.

(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 2 years' continuous service with the company, each worker shall for the second 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 percent 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, in respect of a full years employment.

### PROTECTIVE CLOTHING

9. (a) After employment for one month, a clothing allowance of 55 cents per week shall be paid.

(b) Where a worker provides himself with and wears approved safety footwear, the employer shall reimburse the worker to the extent of half the cost of the footwear.

Where a worker terminates his employment within six months of receiving this subsidy, the employer shall have the right to deduct one-sixth of the subsidy for every month by which the service falls short of the said six months.

#### SICK LEAVE

10. (a) After 12 months' continuous service with the same employer a worker shall be entitled in each subsequent year of service to sick pay for up to five days calculated at the rate of his ordinary pay, reduced by the amount of any social security sickness benefit or any other payment to which the worker would be entitled in respect of such incapacity.

Sick pay shall accumulate up to a maximum of 10 days by carrying forward from one year to another any unused sick pay of up to 5 days.

(b) The amount of the allowance in accordance with (a) of this clause shall, together with any other payments to which the worker is entitled in respect of such incapacity, not exceed the permitted separate income rates as defined by the Social Security Act from time to time.

(c) Sick pay shall not be paid in respect of any statutory or award holiday for which the worker is entitled to full pay.

(d) Sick pay for a day shall be calculated according to the number of working days for which the worker's ordinary weekly pay is paid.

Ordinary weekly pay for the purpose of this subclause shall be calculated on the basis of 40 hours at the hourly rate which the worker is actually paid.

(e) Absence of one day shall not be paid.

(f) A claim for sick pay shall be supported by a medical certificate.

(g) It shall be obligatory on the worker to ensure notice is given to the employer on the first day of absence due to illness.

(h) The employer shall also have the right to require the worker to produce additionally a medical certificate at the employer's expense from a doctor nominated by the employer.

(i) Where in any instance the employer operates a sick leave scheme, the benefits of which are no less favourable than those set out herein – then the provisions of such alternative scheme shall apply.

#### BEREAVEMENT LEAVE

11. In the event of the death of an immediate member of the family of a worker covered by this agreement, the employer shall grant to that worker up to 3 day's bereavement leave. The worker shall be paid at his ordinary rate of pay for the period of this leave.

For the purpose of this clause "immediate member of the family" means parent, husband or wife, or child.

#### ACCOMMODATION

12. 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.

#### 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.

## MEAL MONEY

14. The employer shall allow meal money at the rate of 90 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

15. (a) The procedure set out in the succeeding provisions of this clause shall apply only to a dispute between the parties bound by this agreement, or any of them, concerning –

(i) The interpretation of the agreement; or

(ii) Any matter (not being a personal grievance within the meaning of clause 16 of this agreement) related to matters dealt with in the agreement and not specifically and clearly disposed of by the terms of the Agreement.

(b) Either the workers' union or the employer of employers who are parties to any such dispute may invoke the procedure.

(c) The union and the employer or employers who are parties to any such dispute shall refer the dispute to a committee consisting of an equal number of representatives appointed respectively by the union and the employer or employers concerned, together with a chairman who shall be –

(i) Mutually agreed upon by the parties; or

(ii) If there is no such agreement, either a Conciliation Commissioner or a person appointed by him.

(d) A decision reached by a majority of the committee shall be the decision of the committee; but if the members of the committee (other than the chairman) are equally divided in opinion, the chairman may either –

(i) Make a decision, which shall then be the decision of the committee; or

(ii) Refer the dispute forthwith to the Court for Settlement.

(e) Subject to the right of appeal conferred by subclause (f) of this clause, the decision of the committee shall be binding on the parties to the dispute.

(f) Any party may appeal to the Court against a decision of the committee, or any part of that decision. The appellants shall –

(i) Within 14 days after the date on which the decision of the committee has been made known to him, give to the other party written notice of his intention to appeal; and

(ii) Within 7 days after the date on which that notice has been given, lodge with the appropriate Clerk of Awards a written notice of appeal; and

(iii) Specify in each such notice the decision or the part of the decision to which the appeal relates.

(g) The essence of this agreement being that, pending the settlement of the dispute, the work of the employer shall not on any account be impeded but shall at all times proceed as if no dispute had arisen, it is hereby provided that –

(i) No worker employed by any employer who is a party to the dispute shall discontinue work, either totally or partially because of the dispute.

(ii) While the provisions of this clause are being observed, no such employer shall, by reason of the dispute, dismiss any worker directly involved in the dispute.

(NOTE – This clause has been inserted in accordance with the requirements of section 177 of the Industrial Conciliation and Arbitration Act 1954, as enacted by section 3 of the Industrial Conciliation and Arbitration Amendment Act 1970.)

### PERSONAL GRIEVANCES

16. The provisions of section 179 of the Industrial Conciliation and Arbitration Act (as enacted by section 4 of the Industrial Conciliation and Arbitration Amendment Act 1970) relating to the standard procedure for the settlement of personal grievances as defined by subsection (1) of the section shall be deemed to be included in the Agreement in accordance with subsection (3) of the section. The tribunal or body to which such a matter is to be referred where necessary shall be a committee constituted in the same manner as a Disputes Committee under clause 15 of this agreement.

### UNQUALIFIED PREFERENCE

17. (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.

(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

18. 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.

### NOTIFICATION OF WORKERS

19. On request of the union secretary, the employer shall furnish a list of employees but such list shall not be called for at intervals of less than four months.

### SCOPE OF AGREEMENT

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

### TERM OF AGREEMENT

21. This agreement shall come into force on the 1st day of November 1972 and shall continue in force until the 31st day of October 1973.

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

W. J. Skinner.

Witness — D. A. Milner.

Signed on behalf of Webb Refineries Ltd., Henderson:

J. Sneyd, Secretary.