

NEW ZEALAND OIL EXPLORATION WORKERS—AWARD

[Filed in the Office of the Clerk of Awards, Wellington]

In the Court of Arbitration of New Zealand, Northern, Taranaki, Wellington, Marlborough, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the New Zealand Federated Labourers and Related Trades Industrial Association of Workers (hereinafter called “the union”) and the under-mentioned union and companies (hereinafter called “the employers”):

N.Z. Oil Industry Industrial Union of Employers, 8 The Terrace, Wellington.
B.P. (Oil Exploration) Co. of N.Z. Ltd., A.M.P. Chambers, 189 Featherston Street, Wellington.

B.P., Shell and Todd Petroleum Development Ltd., A.M.P. Chambers, 189 Featherston Street, Wellington.

Shell, B.P. and Todd Oil Services Ltd., Anvil House, Wakefield Street, Wellington.

THE Court of Arbitration of New Zealand (hereinafter called “the Court”), having taken into consideration the terms of settlement arrived at in the above-mentioned dispute and forwarded directly to the Court pursuant to the provisions of section 130 of the Industrial Conciliation and Arbitration Act 1954, doth hereby order and award:

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the Schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award 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 award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth

hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the Schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as hereinafter provided and shall continue in force until the 6th day of December 1963 and thereafter as provided by section 152 of the Industrial Conciliation and Arbitration Act 1954.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 6th day of June 1962.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Industry to Which Award Applies

1. (a) This award shall apply to workers specified in clause 4 engaged in the exploration and production of petroleum, including the sinking and bringing into operation of wells.

(b) Nothing in this award shall apply to petroleum engineers, geologists, technical field staff and supervisory drillers.

Hours of Work

2. (a) The ordinary hours of work shall be 40 per week, eight hours each day or shift on any five days of the week, by day or night as the employer requires.

(b) Shifts may be worked during any part of the day or night: Provided that where any part of a shift falls outside of the hours 6 a.m. and 6 p.m. a shift allowance of 4s. per shift shall be paid.

(c) Except in cases of emergency the hours of work on each shift shall be continuous and crib-time of not less than 30 minutes shall be allowed and included in the hours worked.

(d) The week shall be deemed to commence at midnight on Saturday and finish at midnight on the Saturday following.

(e) Every shift worker required to work on Saturday as part of his ordinary working week shall be paid for such work at not less than one half as much again as the ordinary rate for the first four hours of the shift and not less than double the ordinary time rate for the second four hours of the shift.

(f) Every shift worker required to work on Sunday as part of his ordinary working week shall be paid for such work at not less than ordinary time rates in addition to the ordinary rate.

Overtime

3. (a) All time worked in excess of the ordinary hours per day or shift or on a worker's rostered day off 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: Provided that four hours overtime may be worked on Saturday before 12 noon at time and a half rates and provided that on Sundays overtime shall be paid for at double time rates.

(b) All overtime shall be calculated and paid for on a daily basis.

(c) A worker after working for more than 12 hours continuously shall continue to be paid at not less than the appropriate overtime rate for all time worked until he has been allowed a break of at least eight hours.

Wages

4. (a) The following minimum wages shall be payable:

		Per Hour	
		s.	d.
(i) <i>Seismic Party</i>			
Shothole driller	.....	7	2
Assistant shothole driller	.....	6	11
Shooter	.....	6	11
Shooters' labourer	.....	6	6
Labourer	.....	6	2
(ii) <i>Drilling Party</i>			
Catheadman	.....	7	5
Derrickman	.....	7	5
Motorman	.....	6	10
Floorman	.....	6	10
Labourer	.....	6	2

(b) All workers shall be engaged for the undertaking and shall work in any part as directed. It shall be part of the ordinary duties of workers subject to this award, however classified, to assist in any other work which may be required by the exigencies of operations provided that in no such case shall a worker's existing rate of wages be reduced and provided further that where a worker is engaged for more than four hours in a day at higher paid work he shall be paid for the full day at such higher rates.

(c) After six months' employment with the same company a service bonus of 10s. per week shall be paid in addition to the rates prescribed in subclause (a).

Special Payments

5. The following amounts additional to ordinary time rate or overtime rate shall be paid for dirty work or special work performed and specified as hereunder:

(a) While using explosives or making up explosive charges 4d. per hour. This payment shall not apply to shooters or shooters labourers.

(b) While working at heights exceeding 35 ft above the floor of the rig 2½d. per hour. This payment shall not apply to derrickmen.

(c) While engaged on oxy-acetylene or electrical welding work 4d. per hour.

(d) The wage rates prescribed in clause 4 and the special rates contained in this clause are to cover all inconveniences or discomfort associated with the work and are not subject to variation. Jobs which may be exceptionally dirty and which are not specified in this clause shall be considered on their merits if they arise and such additional rate shall be paid as may be agreed upon between the employer and worker concerned. In default of such agreement the matter shall be decided in accordance with clause 17 hereof.

(e) The foregoing rates are not cumulative and where a worker is employed on two or more of the classes of work specified within the foregoing subclauses he shall be paid the highest of the rates applicable. The rates are payable only to men actually doing the work specified and except where a minimum is provided for, only during the actual times they are doing the work.

Payment of Wages

6. (a) All workers shall be paid weekly in cash in the employers' time on the regular pay day which shall be not later than Thursday.

(b) Each worker shall be supplied with details showing how his wages are made up.

(c) A worker may, by writing, request that his wages or any part thereof when due may be paid otherwise than in cash or elsewhere than at the working site, or to any person named by him; subject to the consent of the employer and until withdrawn in writing such request shall be acted on by the employer and the worker.

Holidays

7. (a) The following shall be the recognised holidays which shall be paid at ordinary rates when such days fall within the ordinary working week: Christmas Day, Boxing Day, New Year's Day, Anniversary Day or a day to be observed in lieu thereof, Good Friday, Easter Monday, Anzac Day, Labour Day and the birthday of the reigning Sovereign.

(b) All time worked on the aforementioned holidays shall be paid for at double time rates in addition to the rate provided in subclause (a) hereof.

(c) Shift workers whose ordinary day off falls on one of the specified holidays shall be allowed another working day off or a day's wages at ordinary rates shall be paid in lieu thereof.

(d) Except as provided in subclauses (e) and (f) annual holidays shall be allowed to all workers in accordance with the provisions of the Annual Holidays Act 1944 and its amendments.

(e) Shift workers regularly employed on continuous rostered shift-work shall after 12 months continuous service on such work be granted three weeks' annual holiday on ordinary pay as defined in the Annual Holidays Act 1944.

(f) Any worker who is employed for less than 12 months as a shift worker on continuous rostered shift-work shall in addition to two weeks' holiday under the Annual Holidays Act be granted an additional period representing the corresponding proportionate part of one week extra which is granted to regular shift workers.

Travelling Time

8. Workers regularly employed on a fixed site to and from which daily transport is provided from an agreed base or assembly point, shall be paid travelling time at ordinary rates for time reasonably occupied in travelling to and from the site.

This clause shall not apply to country work.

Accommodation

9. (a) For workers employed at a well drilling site the employer shall provide on or near the site:

(i) Accommodation for the workers to change and dry their clothes and to have their meals.

(ii) Ablution facilities and sanitary accommodation.

(iii) Facilities for making tea at meal and smoko times.

(b) A modern, dust-proof, first-aid emergency case, fully equipped, shall be kept by the employer and be accessible to workers.

Country Work

10. (a) This clause shall not apply to workers regularly employed on a fixed site to and from which daily transport is provided from the agreed base.

(b) "Country work" means work done in such locality as to necessitate a worker sleeping elsewhere than at his genuine or declared place of residence.

(c) Any worker sent to country work shall be conveyed by the employer to and from such work free of charge, or his travelling-expenses going to and returning from such work shall be paid by the employer, but once only during the continuance of the work if such work is continuous and the worker is not in the meantime recalled by the employer.

(d) (i) Time so occupied in travelling during ordinary working-hours shall be paid for at ordinary time rate and the worker shall be deemed to have been working during such period.

(ii) Time so occupied in travelling outside of ordinary working-hours shall not be deemed to be working-time but shall be paid for at ordinary time rate, provided that the hours so paid for shall not exceed eight hours in respect of any one journey which necessitates travelling for less than 24 hours.

(e) A worker employed on country work shall be paid an additional sum of 15s. 6d. for every day while so employed. The employer may in lieu thereof provide the worker with suitable board and lodgings free of charge or, where the employer provides satisfactory accommodation, the worker shall be paid 9s. food allowance for every day while so employed. "Satisfactory accommodation" shall be deemed to include single workers' tent accommodation with reasonable facilities for cooking food.

General Conditions

11. (a) Workers employed on locations where overhead hazards exist shall be supplied with protective head gear.

(b) The supervisor shall arrange for each man two 10 minute smoko periods per shift but the rig shall be kept fully working and production shall not be impeded.

(c) In lieu of supplying protective clothing and footwear the employer shall grant allowances for workers on the drilling party and for shothole drillers of 15s. per week and for all other field workers of 7s. 6d. per week, and in all cases workers shall be responsible for the supply and maintenance of their own protective clothing and footwear.

Absence from Work

12. Any worker absenting himself from work for more than one day without first having obtained the permission of the management shall be deemed to have left his employment without notice. This shall not apply in cases of sickness, accident or other reasonable excuse.

Accidents

13. Where a worker meets with an accident which is sufficiently serious to require immediate medical attention, the employer shall pay the cost of transporting the injured worker to medical aid or hospital or the employer may bring in medical aid to treat such worker at or near the place of the accident whichever course shall be considered to be the more desirable to adopt in the interests of the injured worker, having regard to the place of the accident and the extent of the injuries sustained.

Tools

14. All tools shall be supplied by the employer and shall remain the employer's property.

Termination of Employment

15. (a) In respect of workers having completed six months employment with the employer, 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 respect of other workers one day's notice of termination shall be given or one day's wages paid or forfeited as the case may be.

(b) Nothing in this award shall prevent an employer from summarily dismissing a worker for misconduct.

Right of Entry

16. The secretary or other authorised representative of the union shall be entitled to enter at all reasonable times upon the premises or job of any employer bound by this award for the purpose of interviewing any 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.

Disputes

17. The essence of this award being that the work of the employers 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 award, or any of them, as to any matter whatsoever arising out of or connected therewith and not dealt with in this award, every such dispute or difference shall be referred to a national disputes committee to be composed of two representatives of each side, together with an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by a Conciliation Commissioner. Should either party fail to appoint representatives to the national disputes committee, either party may refer the matter in dispute to a Conciliation Commissioner, who, within one month, shall either decide the matter or refer the matter to the Court. In the event of the national disputes committee failing to agree, the matter shall be referred to the Court. Either side shall have the right of appeal to the Court against the decision of the committee or the decision of the Commissioner, and written notice of such appeal shall be given to the other side within 14 days after such decision has been made known to the party desirous of appealing.

Unqualified Preference

18. (a) Any adult person engaged or employed in any position or employment subject to this award by an employer bound by this award shall, if he is not already a member of a union of workers bound by this award, 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 award so long as he continues in any position or employment subject to this award.

(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 award.

(d) Every employer bound by this award commits a breach of this award 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 purpose 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 award.

(NOTE—Attention is drawn to section 174H of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.)

Under-rate Workers

19. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such

other circumstances as such inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such inspector or other person shall determine, and after the expiration of such period shall continue in force until 14 days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Notification

20. The employer shall on written request supply to the secretary of the union the names of all workers employed by him under this award, but such request shall not be made more often than once in every three months.

Application of Award

21. (a) This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every industrial union, industrial association, or employer who, not being an original party hereto, is, when this award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial districts to which this award relates.

(b) Nothing in this award shall apply to New Zealand Oil Refineries Ltd., or Egmont Oil Wells Ltd.

Scope of Award

22. This award shall operate throughout the Northern, Taranaki, Wellington, Marlborough, Nelson, Westland, Canterbury, and Otago and Southland Industrial Districts.

Term of Award

23. This award, in so far as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the first day of the first pay period of each employer commencing on or after the 14th day of May 1962, and so far as all other provisions of the award are concerned, it shall come into force on the day of the date hereof; and this award shall continue in force until the 6th day of December 1963.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 6th day of June 1962.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award, which incorporates the terms of settlement arrived at by the parties, includes a clause designed to operate as an unqualified preference provision within the meaning of section 174 of the Industrial Conciliation and Arbitration Act 1954 (as amended by the Industrial Conciliation and Arbitration Amendment Act 1961.)

Section 174B directs that the Court in making any award shall insert therein an unqualified preference provision only if it is satisfied under the first alternative that such a provision has been agreed upon by all the assessors in the course of an inquiry into an industrial dispute by a Council of Conciliation. For the purposes of section 174B the Court is satisfied to accept the complete settlement arrived at by the parties and executed by or on behalf of all the assessors as proof that the unqualified preference provision has been agreed to by all the assessors, and clause 18 has therefore been incorporated in the award in the form in which it was agreed upon in the Council of Conciliation.

A. TYNDALL, Judge.
