

WELLINGTON OIL COMPANIES' DRIVERS'—INDUSTRIAL AGREEMENT

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 12th day of December 1963, between Atlantic Oil Co. (N.Z.) Ltd., B.P. (New Zealand) Ltd., Caltex Oil (N.Z.) Ltd., Europa Oil (N.Z.) Ltd., Shell Oil New Zealand Ltd., and Mobil Oil New Zealand Ltd., (hereinafter called the "employers") of the one part and the Wellington District Oil Companies' Drivers' Industrial Union of Workers (hereinafter called the "union") of the other part whereby it is mutually agreed by and between the said parties as set out in the following Schedule:

Industry to Which Agreement Applies

1. This agreement shall apply to drivers employed by oil companies, except that this agreement shall not apply to chauffeurs employed by the parties hereto.

Interpretation

2. "Driver" means a worker employed in driving a motor vehicle or implement propelled by any means other than by steam when such vehicle or implement is engaged in the transport of goods usually handled by oil companies in connection with the operations of oil companies.

Hours of Work

3. (a) The ordinary daily hours of work shall not exceed eight (8) which shall be worked consecutively, except for the meal break between the hours of 7.15 a.m. and 5.30 p.m.

(b) An ordinary week's work shall not exceed forty (40) hours to be worked on five days, Monday to Friday inclusive.

(c) No driver shall be required to work more than five (5) hours without an interval for a meal.

(d) Meal hour shall be one hour, but this may be curtailed by agreement with the worker concerned, but in no instance shall it be less than half an hour.

(e) It shall be sufficient compliance with subclause (c) of this clause if a driver of a petrol tank wagon when absent from his depot at lunch time and when at a distance of two or more miles from the depot shall stop his vehicle and partake of his meal and provided that the driver remains in effective control of his vehicle, such time up to half an hour shall count as time worked.

(f) In all cases where a driver is required to remain in effective charge of his vehicle whilst having his meal, such time up to half an hour shall count as time worked.

(g) (i) Employers shall be at liberty to make special arrangements as to hours of work of their drivers provided that the hours worked do not exceed 40 per week or eight per day and each worker under this section shall have a regular starting time for each period of 40 hours and the daily hours shall be consecutive except for the meal break.

(ii) When workers are required to commence their day's work regularly before 6 a.m. or after 1 p.m. they shall be paid £1 3s. 7d. in addition to their weekly wage provided in clause 4 of this agreement.

(iii) Any worker operating under this subclause required to commence work after the cessation of public wheeled traffic or before the ordinary time of starting of such traffic, and any worker who may work continuously until after the cessation of public wheeled traffic and cease work before the ordinary time of starting of such traffic shall be paid for time occupied in travelling to or from his home at ordinary rates of pay, reckoning the time occupied as being at the rate of three miles per hour (fractions of a mile shall be computed as a complete mile): Provided, however, that if a conveyance free of charge is provided for the worker by his employer he shall not be entitled to payment for travelling-time under this subclause. For the purpose of this agreement "public wheeled traffic" shall mean trams, buses, trains or ferries ordinarily used by workers in travelling to or from their work. An employer may agree with the local branch of the union upon a maximum travelling-time payment in particular cases.

Wages

4. (a) The minimum rate of wages for adult workers under this agreement shall be:

Drivers of:	Per Week		
	£	s.	d.
Vehicles up to 2 tons combined weight of vehicle and load	13	6	4
Vehicles over 2 tons and up to 15 tons combined weight of vehicle and load	14	7	1
Vehicles over 15 tons combined weight of vehicles and load	14	11	6
Fork lift trucks (registered under the Transport Licensing Act)	13	17	0
Articulated vehicles over 30 ft and up to 33 ft in length	14	12	10
Articulated vehicles over 33 ft in length	14	16	0

(b) A worker required by his employer to collect cash during the course of his employment shall be paid an allowance in accordance with the following scale:

If the amount collected be £10 per week or less, an allowance of 2s. 3½d. per week.

If the amount collected be over £10 per week, an allowance of 4s. 7d. per week.

(c) Driving includes all necessary attendance on motor vehicles.

Youths

5. Except where otherwise provided, employers shall be at liberty to employ youths over the age of 17 years as drivers of motor vehicles for 40 hours per week at not less than the following wages:

		Per Week		
	£	s.	d.	
From 17 to 18 years of age	7	13	9	
From 18 to 19 years of age	8	14	3	

Provided that youths under 18 years of age shall not be employed as drivers of motor vehicles with a combined weight of vehicle and maximum load exceeding 2½ tons, nor be required to carry or lift parcels exceeding 70 lb in weight, and provided that youths from 18 and 19 years of age shall not be employed as drivers of motor vehicles with a combined weight of vehicle and maximum load exceeding 4 tons. A youth from 18 to 19 years of age employed as a driver of a motor vehicle with a combined weight of vehicle and maximum load exceeding 4 tons shall be paid the appropriate adult rate.

Overtime

6. (a) Except as otherwise provided, all time worked outside of or in excess of the daily hours prescribed in clause 3 of this agreement shall be paid at the rate of time and a half for the first three hours and thereafter at the rate of double time.

(b) All time worked up to three hours between 6 a.m. and noon on Saturdays shall be paid for at the rate of time and a half, and all time worked in excess of three hours or after noon on Saturdays shall be paid for at the rate of double time.

(c) Any worker having worked his normal daily hours and who is required to work overtime shall have a break of at least eight hours before recommencing his normal daily hours of work. If he is required to recommence work before the expiry of this break he shall be paid double rates for the unexpired portion. This subclause shall be subject to the Transport Licensing Regulations 1950.

(d) All time worked on Sundays shall be paid for at the rate of double time.

(e) The employer shall provide free transport or pay the worker's reasonable fare to or from the worker's home as the case may be when a worker (other than a worker operating under clause 3 (g)) is required to commence or cease working overtime at a time when the public transport ordinarily used by him in travelling to or from his work with that employer is not available.

Minimum Call Back

7. Workers called back to work after the tea interval shall receive a minimum of two hours and at any time on Saturdays, Sundays, or holidays shall receive a minimum of three hours at the appropriate rate.

This clause shall not apply to drivers receiving the payment provided under clause 3 (g).

Conditions

8. (a) *Duties of Drivers*—It shall be part of the ordinary duty of a driver to assist at any work which may be required of him other than driving: Provided he is paid at not less than the driver's rate of pay: Provided further that when a driver is required to perform any work coming within the scope of another award which qualifies for a penal payment he shall receive the appropriate penal payment in addition to his driver's rate.

(b) *Medical Examination of Drivers*—An employer may at any time require any driver to submit himself for medical examination by a medical officer nominated by the employer: Provided that such examination shall be at the expense of the employer.

(c) *Uniforms and Equipment*—(i) If workers are required to wear special uniforms, these shall be provided by the employer and remain the property of the employer.

(ii) When workers are required to work in the rain they shall be provided with adequate waterproof clothing.

(d) *Term of Engagement*—Except in the case of casual workers, the employment shall be a weekly one and may be terminated by one week's notice on either side. This, however, shall not prevent the summary dismissal of a worker for misconduct or other good cause.

(e) *Deductions from Wages*—Employers shall be entitled to make a rateable deduction from weekly wages of workers as provided herein for time lost by default, sickness, or accident. For the purpose of computing payments for broken time, the rates prescribed herein shall be divided by 40.

(f) (i) A rest period of 10 minutes shall be allowed each morning and afternoon.

(ii) Workers employed under clause 3 (g) of this agreement shall be allowed two rest periods of 10 minutes in each shift.

(iii) Tea making facilities shall be made available during these rest periods.

Holidays

9. (a) The following shall be paid holidays: New Year's Day, 2 January, Good Friday, Easter Monday, Labour Day, the birthday of the reigning Sovereign, Christmas Day, Boxing Day, and Anniversary Day. (Note—2 January to be observed in lieu of picnic day.)

(b) The provisions of the Public Holidays Act 1955, shall apply to the above-mentioned holidays.

(c) When in any locality any of the holidays mentioned herein are generally observed on any other day, such other day shall be deemed to be the holiday for the purpose of this agreement.

(d) For work done on any of the holidays provided for in this clause or on Anzac Day, double time rates shall be paid.

(e) Annual holidays shall be allowed in accordance with the provisions of the Annual Holidays Act 1944; provided, however, that after 10 years' continuous service with the same employer each worker shall for the eleventh and subsequent years be given an annual holiday of three weeks on full pay; the qualifying period for the commencement of the provision shall be the date of commencement of the employment. An employer shall give to each worker not less than two week's notice of the date of his annual holiday.

Casuals

10. (a) To ascertain the ordinary hourly rate of wages for casual drivers the weekly wage in respect of the class of vehicle concerned shall be divided by the number of hours constituting the ordinary week's work, thus ascertaining the hourly rate, and 15 per cent shall be added thereto.

(b) A casual driver shall receive a minimum of four hours' pay for any day on which he is employed.

(c) A worker shall be deemed to be a casual driver who is not engaged for a period of five consecutive working days.

Payment of Wages

11. Wages shall be paid regularly, weekly, and not later than Thursday in each week.

Time Books

12. The employer shall provide a time book as provided for in the Transport Licensing (Goods Service) Regulations 1936, regulation 12, clause 5, showing the class of vehicle indicated by the registered index letter, in which each worker shall enter daily starting and finishing times, the total hours for which they are entitled to be paid, stating the overtime, if any. The employer shall have the time verified and the book initialled weekly. The time book shall be available for inspection by the representative of the union at not less than monthly intervals.

Road Expenses

13. Workers when required in connection with their employment to sleep away from their home town shall be provided with suitable board and lodging. In cases where lodging is not required the necessary meals shall be supplied or they shall be paid by the employer.

Meal Money

14. (a) Except as otherwise provided where any worker is required to work overtime beyond the second meal interval on any day or after 6 p.m. on any day Monday to Friday inclusive, or after 1 p.m. on Saturday, the employer shall provide a meal or allow meal money at the rate of 5s. 2d. per meal provided such workers cannot reasonably get home for their meals.

(b) Workers employed under clause 3 (g) of this agreement who are required to work overtime for more than one hour after their usual time for ceasing work shall be paid a meal allowance of 5s. 2d.

(c) When overtime is being worked the employer shall provide a meal or pay a meal allowance of 5s. 2d. on the completion of each four hours, provided the worker is required to continue working after the meal interval. The period of four hours may be varied by agreement but a meal interval not exceeding half an hour shall be paid for when taken.

This clause shall also apply to work performed on a Saturday, Sunday, or holiday.

Right of Entry

15. Every employer bound by this agreement shall permit the secretary or other authorised officer of the union to enter at all reasonable times (to be mutually arranged between the employer and the union) upon the premises and there interview any workers, but not so as to interfere unreasonably with the employer's business.

Disputes Committee

16. The essence of this agreement 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 agreement, or any of them, as to any matter whatsoever arising out of or connected therewith, every such dispute or difference shall be referred to a 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 the Conciliation Commissioner for the district. Either side shall have the right to appeal to the Court against a decision of any such committee 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.

Travelling Provisions

17. (a) When a worker is required to report for work at a place distant more than two miles from his usual place of commencing work, or at such other point in the district as agreed upon between the employer and the worker, and which agreement shall, if necessary, be reviewed by a representative of the local employers' association and the local workers' union, the employer shall do one or the other of the following things:

- (i) Provide the worker with free transport to and from his work, or
- (ii) Reimburse the worker any cost incurred by him in travelling to and from his work in excess of the two miles abovementioned.

(b) Time occupied by a worker in travelling to and from his work beyond the two miles fixed in subclause (a) hereof shall be deemed to be part of the day's work and shall count as time or overtime, as the case may be.

Notwithstanding the foregoing, where transport is provided or paid for by the employer in accordance with the provisions of subclause (a) hereof 15 minutes in going and 15 minutes in returning shall not be counted as time worked.

(c) No worker residing less than two miles from the place where the work is to be performed by the nearest convenient mode of access for foot passengers shall be entitled to the allowance mentioned in this clause.

Travelling Expenses

18. (a) Any employer sending a worker who is required to travel by rail or boat to the place of his employment or proposed employment shall pay such worker's first-class rail or boat fare to such place, and other charges incurred during the journey.

(b) Any firm transferring a worker from one town to another shall pay such worker's fare, first-class rail or boat, as the case may be, and ordinary removal expenses to the place where such worker is transferred.

(c) Time so occupied on ordinary working-days shall count as time worked and be paid for at ordinary time up to eight hours unless travelling at night when sleeping accommodation is provided.

(d) When a worker is required to travel on Saturday, Sunday, or a holiday, overtime rates shall be paid for not more than eight hours, such payment to be as prescribed in clause 6 (b) of this agreement.

Interview with Workers

19. The secretary or other authorised representative of the union shall be permitted to interview workers in working-hours, but so as not to interfere unreasonably with the operations of the employer concerned.

Copy of Agreement

20. Every employer bound by this agreement shall at all times cause to be exhibited and maintained in a conspicuous place, and in such a position as to be easily read by the workers, a copy of this agreement.

Unqualified Preference

21. (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 a 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.

(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

22. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement 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.

Application of Agreement

23. This agreement shall apply only to the parties named herein.

Scope of Agreement

24. This agreement shall operate throughout the Wellington Industrial District excluding that portion lying to the north of the Rangitikei River and that portion which is included in the Hawke's Bay Provincial District.

Term of Agreement

25. This agreement shall come into force on the day of the date hereof; and this agreement shall continue in force until the 12th day of December 1964.

Signed on behalf of:

The Wellington District Oil Companies' Drivers' Industrial Union of Workers—

H. E. ELLIOTT, President.
J. A. WARD, Secretary.

BP (New Zealand) Ltd.—

J. W. ASTON.

Atlantic Oil Co. (N.Z.) Ltd.—

T. W. SHIRLEY.

Shell Oil New Zealand Ltd.—

E. W. DAWSON.

Caltex Oil N.Z. Ltd.—

G. A. WADDLE.

Europa Oil (N.Z.) Ltd.—

E. B. MURROW.

Mobil Oil New Zealand Ltd.—

J. BARWICK.