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**New Zealand Oil Companies'  
Drivers —  
Collective Agreement (Conciliated)**

**Dated 17/12/74**

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NOTE: See clause 27 herein for the date on which rates of wages come into force.

**NEW ZEALAND OIL COMPANIES' DRIVERS —  
REGISTERED COLLECTIVE AGREEMENT**

In the Industrial Commission of New Zealand — In the matter of the Industrial Relations Act 1973; and in the matter of the New Zealand Oil Companies' Drivers Dispute of Interest between the New Zealand Road Transport and Motor and Horse Drivers and their Assistants Industrial Association of Workers, and the undermentioned:

**NORTHERN INDUSTRIAL DISTRICT**

B. P. (N.Z.) Limited, Mechanics Bay, Auckland  
Atlantic Oil Company, Proprietary, Ranfurly Road, Gisborne  
Shell Oil (N.Z.) Limited, P.O. Box 2015, Napier.

**TARANAKI INDUSTRIAL DISTRICT**

B. P. (N.Z.) Limited, New Plymouth  
Taranaki Oil and Gas Limited, New Plymouth

**WELLINGTON INDUSTRIAL DISTRICT**

Shell Oil (N.Z.) Limited, Shell House, The Terrace, Wellington  
Shell Oil (N.Z.) Limited, Wanganui  
Castrol N.Z. Limited, Gateway House, Dixon Street, Wellington

**MARLBOROUGH INDUSTRIAL DISTRICT**

Shell Oil (N.Z.) Limited, Blenheim

**NELSON INDUSTRIAL DISTRICT**

Mobil Oil (N.Z.) Limited, The Port, Nelson

**WESTLAND INDUSTRIAL DISTRICT**

Mobil Oil (N.Z.) Limited, William Street, Greymouth

**CANTERBURY INDUSTRIAL DISTRICT**

Caltex Oil (N.Z.) Limited, P.O. Box 2604, Christchurch

**OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT**

Europa Oil (N.Z.) Limited, Europa House, Stuart Street, Dunedin  
Shell Oil (N.Z.) Limited, Spey Street, Invercargill

The Industrial Commission, having before it the terms of a conciliated settlement arrived at in the abovementioned dispute of interest and notified to the Commission pursuant to the provisions of section 82 of the Industrial Relations Act 1973, hereby registers as a collective agreement the terms, conditions, and provisions set out in the schedule hereto, and orders:

1. That the said terms, conditions, and provisions shall be binding on the parties hereto; and
2. That the said parties shall respectively do, observe, and perform every matter and thing by this collective agreement required to be done, observed, and performed, and shall not do anything in contravention of this collective agreement but shall in all respects abide by and perform it.

In witness of the registration of this collective agreement the seal of the Industrial Commission has hereto been affixed, and the President of the Commission has hereunto set his hand, this 17th day of December 1974.

(L.S.)

G. O. Whatnall, President.

## ARRANGEMENT OF AGREEMENT

Clause Number	Title
1	— Industry to Which Agreement Applies
2	— Interpretation
3	— Hours of Work
4	— Wages
5	— Overtime
6	— Minimum Call Back
7	— General Conditions
8	— Holidays
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10	— Casuals
11	— Payment of Wages
12	— Time and Wages Records
13	— Road Expenses
14	— Meal Money
15	— Travelling Provisions
16	— Service Allowance
17	— Stop-Work Meetings
18	— Interview with Workers
19	— Job Delegates
20	— Disputes
21	— Personal Grievances
22	— Travelling Expenses
23	— Unqualified Preference
24	— Notification
25	— Copy of Agreement
26	— Scope of Agreement
27	— Term of Agreement

## SCHEDULE

## INDUSTRY TO WHICH AGREEMENT APPLIES

1. This agreement shall apply to drivers employed by oil companies holding wholesale licenses and the following distributing subsidiaries:

Atlas Transport Ltd  
Butchers Transport Ltd  
Foote and Co. Ltd  
Hercules Transport Ltd  
Sun Transport Ltd

except that the 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 as well as in the operation and control of all ancillary equipment such as hoses, hose reels, valves, gauges, pumps, etc., fitted to such vehicle for the purpose of loading, transporting and/or delivering goods handled by oil companies in the conduct of their business and in carrying out the associated recordings as required, cash collection and such other duties as they may be directed to perform from time to time covering washing and daily maintenance, excluding greasing of vehicles.

## HOURS OF WORK

3. (a) Except where otherwise specified, the ordinary hours of work shall not exceed 40 per week or eight hours per day to be worked between the hours of 7.15 a.m. and 5.30 p.m. from Monday to Friday, both days inclusive.

(b) The daily hours shall be continuous except for meal intervals. One hour shall be allowed for a meal but this time may be curtailed by mutual agreement: Provided that the meal break shall not be less than half an hour.

(c) A meal break shall be allowed after four hours' work has been performed from the commencement of work on any day, and a second meal break shall be allowed after nine hours' work has been performed from the commencement of work on any day: Provided always that the worker is required to continue working after the meal break.

(d) Shifts may be worked as required by the employer. The ordinary hours of a shift worker shall not exceed five consecutive eight-hour shifts to be worked from Monday to Friday inclusive. Overtime shall be paid to such drivers for any time worked in excess of the daily hours herein specified and the proviso to subclause (a) of clause 5 of this agreement shall not apply.

(e) Shift workers shall have a regular starting time for each period of 40 hours and the daily hours shall be consecutive except for the meal break.

(f) When workers are required to commence their shift regularly before 6 a.m. or after 1 p.m. they shall be paid \$7 in addition to their weekly wage as provided by clause 4 of this agreement.

(g) Any worker required to start or to cease work outside the hours of 7 a.m. to 10 p.m. shall be provided by the employer with free transport to and/or from his home (as the case may be). If the employer does not provide the transport himself the worker shall have his travelling costs reimbursed on the basis of either:

- (i) Actual and reasonable fares incurred having regard to the availability of public transport at the time;
- (ii) A running allowance of the undermentioned amounts if the worker uses his own vehicle: Provided, however, that where more than one worker travel together in the same vehicle, only one reimbursement shall be made —

Motor-car .....	13 cents per mile
Motor-cycle .....	8 cents per mile
Motor-scooter .....	7 cents per mile

(h) (i) It shall be sufficient compliance with subclause (c) of this clause if a driver of a wagon engaged in the cartage of petroleum products, when at a distance of two or more miles from a depot at lunch time, shall stop his vehicle and partake of his meal; and provided that the driver is required to remain in effective control of his vehicle during his meal break he shall be paid at the rate of one and a half times his ordinary rate but such time shall not count as part of his day's work.

(ii) When overtime is being worked and a driver is required to remain in effective control of his vehicle during his meal break he shall be paid for such meal break at the appropriate overtime rate applicable at the time he commences the meal break but such time shall not count as part of his day's work.

(i) Notwithstanding anything else contained in this clause drivers who were employed by their present employer prior to 1 April 1958 and who have since been continuously employed may elect to continue to work between the hours prescribed in subclause (a) of this clause.

## WAGES

4. The following shall be the minimum rates of wages for workers driving:
- |   | Per Week<br>\$ |
|---|----------------|
| (i) (a) Vehicles not requiring a driver to hold a heavy trade licence .....   | 70.35          |
| (b) Fork-lift vehicles registered under the Transport Act 1962 .....  | 70.35          |
| (ii) (a) Rigid vehicles under 20 tons .....   | 74.66          |
| (b) Rigid vehicles 20 to 30 tons .....  | 77.14          |
| (c) Rigid vehicles over 30 tons .....   | 79.62          |
| (iii) (a) Articulated vehicles under 20 tons .....  | 77.14          |
| (b) Articulated vehicles 20 to 30 tons .....  | 79.62          |
| (c) Articulated vehicles over 30 tons/6,000 gals. capacity .....  | 82.10          |
| (iv) (a) Drivers of articulated vehicles of over 30 tons/6,000 gals. capacity shall be paid an additional allowance of \$1.65 per week above the rate prescribed for these vehicles in clause 4 (iii) (c) above.  |                |
| (b) Drivers of articulated vehicles of over 34 tons/6,500 gals. capacity shall be paid an additional allowance of \$2.48 per week above the rates prescribed in clause 4 (iii) (c) above.   |                |
| (c) The allowances in sub-sections (a) and (b) of this subclause are not payable to drivers of vehicles of less than 30 tons/6,000 gals. capacity pulling trailers, who receive the trailer allowance provided in clause 7 (i) of this agreement.   |                |
| (d) Drivers of vehicles of over 30 tons/6,000 gals. capacity pulling trailers shall be paid the allowance provided in sub-section (b) of this subclause (in lieu of the allowance in sub-section (a) of this subclause) if the combined weight of the articulated vehicle and trailer exceeds 34 tons/6,500 gals. capacity. |                |

## OVERTIME

5. (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: Provided that except as otherwise provided, all time worked between 10 p.m. and 6 a.m. shall be paid for 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. All time worked on Sundays shall be paid at the rate of double time.

## MINIMUM CALL BACK

6. (a) Workers called back to work after the tea interval shall receive a minimum of two hours. This subclause shall not apply to drivers receiving the payment under subclause (f) of clause 3 of this agreement.

(b) A worker operating under subclause (f) of clause 3 of this agreement if called back to work on a week day after he has finished his work for the day shall receive a minimum payment of two hours at the appropriate rate.

(c) Workers called back to work at any time on Saturdays, Sundays or holidays shall receive a minimum of four hours at the appropriate rates.

## GENERAL CONDITIONS

7. (a) It shall be part of the ordinary duty of a driver to load or unload and assist at any other work in connection with the employer's business which may be required of him other than driving for the purpose of filling in time, but

in such case he shall be paid not less than his ordinary rate of pay as a driver: Provided that when a driver is required to perform any work coming within the scope of another award or agreement which qualifies for a penal payment he shall receive its appropriate penal payment in addition to his driver's rate.

(b) It shall be the duty of all drivers to report any accidents in which they are involved to a responsible member of the employer's staff immediately they return to a depot of the employer. This clause does not relieve a driver of his obligations under the Transport Act 1962 and relevant regulations.

(c) 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.

(d) 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 and shall be cleaned at the employer's expense as he may direct. Where uniforms are provided under this subclause the worker shall be required to wear the uniform for the purpose for which it was issued.

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

(iii) Approved new safety boots or shoes shall be provided by the employer provided that the worker has been employed for one month. Where footwear is provided the worker shall wear same during working hours. The footwear shall remain the property of the employer and shall be returned to him on termination of employment or on replacement.

(iv) Approved safety gumboots shall be provided by the employer for drivers on farm deliveries.

(e) Terms of Engagement — In the case of workers other than casual hands, a week's notice of dismissal or resignation shall be given by the employer or the worker. Where the employment is terminated without the requisite notice one week's wages shall be paid or forfeited as the case may be. This, however, shall not prevent the summary dismissal of a worker for wilful misconduct.

(f) 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.

(g) (i) A rest period of ten minutes in the morning and afternoon shall be allowed each driver without loss of pay.

(ii) Workers employed under subclause (d) of clause 3 of this agreement shall be allowed two periods of ten minutes in each shift.

(iii) At depots the employer shall provide, free of charge, tea making facilities and tea, milk and sugar.

(h) On the request of any worker, the employer shall supply a suitable cash bag.

(i) Drivers employed driving a motor truck which is pulling a trailer of:

(i) Under 2 tons gross weight shall be paid 35 cents per day or part thereof;

(ii) Over 2 tons gross weight shall be paid \$1.75 per day or part thereof; while so employed, the weight of the trailer is to be included in fixing the weight of the vehicle for the purposes of the wage classifications, subject to the provisions of subclause (iv) of clause 4 of this agreement.

(j) Workers working in such close association with tar, bitumen, or bituminous preparations that the materials become damaging to the clothes or objectionable or injurious to the person shall be paid 39 cents per day or part of a day extra while so employed, and be provided with suitable gloves.

(k) A worker required by his employer to handle cash during the course of his employment shall be paid an allowance of \$1.39 per week.

(l) Where an employer has a permanent depot, a change and meal room, washing facilities, and sanitary convenience shall be provided to the satisfaction of the Inspector of Awards and Agreements.

(m) A daily payment of 40 cents will be made for each day on which the driver in charge of a vehicle fitted with a hose of up to 2" internal diameter is required to unreel and/or use the hose for the purpose of making a delivery of product. The payment will not apply when vehicle hoses in excess of the above diameter can be used.

## HOLIDAYS

8. (a) All workers covered by this agreement shall observe the following as recognised holidays: New Year's Day, 2 January, New Zealand Day, Good Friday, Easter Monday, Anzac Day, the observance of the birthday of the reigning Sovereign (except that in the Hawke's Bay Provincial District, Peoples Day (Spring Show) shall be observed in lieu of the birthday of the reigning Sovereign), Labour Day, Christmas Day and Boxing Day.

(b) In the areas of the undermentioned industrial districts, or parts thereof as defined in subclause (d), the additional days as set out below shall also be observed as recognised holidays:

- (i) Northern Industrial District (Northern Drivers Union and Gisborne Drivers Union) — Anniversary Day (in cities and towns if generally observed), and Picnic Day on a day to be arranged.
- (ii) Taranaki Industrial District (Taranaki Drivers Union) — Anniversary Day.
- (iii) Wellington Industrial District — (a) Hawke's Bay area (Hawke's Bay Union) — Picnic Day on a day to be arranged.  
(b) Wanganui area (Wanganui Drivers Union) — Picnic Day on a day to be arranged.  
(c) Wellington area (Wellington Drivers Union) — Anniversary Day (in cities and towns if generally observed), and Picnic Day on a day to be arranged.
- (iv) Nelson Industrial District (Nelson Drivers Union) — Anniversary Day
- (v) Marlborough Industrial District (Blenheim Drivers Union) — One other day to be arranged.
- (vi) Westland Industrial District (Westland Drivers Union) — One other day to be arranged.
- (vii) Canterbury Industrial District (Canterbury Drivers Union) — Christchurch Show Day or one other day to be arranged.
- (viii) Otago and Southland Industrial District (Otago Drivers Union and Southland Drivers Union) — Anniversary Day or one other day to be arranged.

(c) Where subclause (b) of this clause provides a day to be arranged, this shall be mutually arranged between the New Zealand Oil Industry Industrial Union of Employers and the union in the area covered.

(d) The areas within the Wellington Industrial District named in subclause (b), paragraph (iii), (a), (b) and (c) as Hawke's Bay area, Wanganui area and Wellington area refer to the areas defined hereunder:

Hawke's Bay area — those areas of the Wellington Industrial District lying within the boundaries of the Hawke's Bay Provincial District.

Wanganui area — that area of the Wellington Industrial District bounded by a straight line drawn from the mouth of the Patea River to Pipiriki up to the Wanganui River to the 39th parallel, along the 39th parallel to the Ruahine Ranges, along the Ruahine Ranges to the Kawhatu Stream, then along the Kawhatu Stream to the Rangitikei River, continuing along the Rangitikei River to the sea.

Wellington area — that area of the Wellington Industrial District lying outside of the areas referred to in the immediately preceding paragraphs.

(e) The provisions of the Public Holidays Act 1955 shall apply in respect of holidays which fall on Saturdays or Sundays.

(f) 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.

(g) For work done on any of the holidays provided for in this clause double time rates shall be paid, and except in the case of casual workers this payment shall be in addition to the weekly wage.

(h) Where a holiday falls on a working day the usual number of hours worked by any worker on such day shall be counted as part of the week's work.

Where a worker's hours are not regular, then such worker shall be credited with eight hours if he would have normally worked on that day; but this subclause shall not allow the employer to so alter his working week as to deprive the worker of the credit of any such holiday falling within his normal week.

(i) (i) Where any worker has been employed upon work coming within the scope of this agreement at any time during the fortnight ending on the day on which a holiday to which he is entitled under this clause occurs, he shall be entitled, subject to paragraph (ii) of this subclause, to receive payment for that holiday from the employer.

(ii) Where any worker has been employed upon work coming within the scope of this agreement by more than one employer during the fortnight ending on the day on which a holiday to which he is entitled under this clause occurs, he shall be entitled to receive proportional payment for the holiday from each employer assessed on the basis of one-tenth of an ordinary day's pay for each day employed during that fortnight. No worker shall be entitled under this subclause to receive payment for more than the equivalent of one ordinary day's wages for any one holiday.

## ANNUAL HOLIDAYS

9. (a) Except as otherwise provided, every worker shall at the end of each year of his employment by any employer become entitled to an annual holiday of three weeks paid on the basis of the worker's average weekly taxable earnings: 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 calculating a worker's average weekly taxable earnings for the year the employer may fix a close-off date other than the anniversary date of the worker's commencement of employment. The third week's holiday may be taken in conjunction with or separately from the first two weeks.

(b) In addition to the annual holidays provided in subclause (a) of this clause, workers regularly and continuously employed on shift work shall be allowed one extra week's holiday upon completion of the year's service as a shift worker; the extra week may be allowed either in conjunction with or separately from the holidays provided in subclause (a) of this clause as the employer may decide. Any worker who is regularly and continuously employed on shift work for over four working weeks but less than 12 months shall be allowed a corresponding proportion of the extra week's holiday.

(c) For the purposes of this clause lump sum special payments shall be excluded from the computation of average weekly taxable earnings, and ordinary pay shall be as defined in the Annual Holidays Act 1944.

(d) Where a holiday is taken in more than one period the amount payable under this clause shall be divided proportionately. Where a holiday is allowed wholly or partly in advance of the date fixed by the employer as provided in subclause (a) of this clause it shall be sufficient compliance with this clause for payment to be assessed on the percentage formula prescribed in subclause (e) of this clause subject to final adjustment and payment of any remainder after that date: Provided that in no case shall the holiday pay be less than the worker's ordinary pay at the time of taking the holiday.

(e) Where the employment of any worker is terminated at the end of a period of employment which is not less than three weeks but less than one year, the employer shall forthwith pay to the worker, in addition to all other amounts due to him, an amount equal to 6 per cent of his gross taxable earnings but not exceeding 7.8 per cent of his gross ordinary pay for that period of employment.

(f) Where the period of employment is less than three weeks the amount to be paid as proportionate holiday pay shall be as prescribed by the Annual Holidays Act 1944.

(g) Where it is customary for any employer to allow annual holidays to his workers or to any class of his workers during a period in each year when his premises are closed or the work of these workers is for any reason discontinued, and at the date of the commencement of any such period any such worker has not become entitled to an annual holiday then the worker shall not be entitled to any wages for three weeks following that date, but the employer shall before that date pay to him, in addition to all other amounts due to him, an amount equal to 6 per cent of his gross taxable earnings but not exceeding 7.8 per cent of his gross ordinary pay for the period of his employment up to that date, and the next year of his employment shall be deemed to commence on that date.

(h) Where a worker is entitled to an annual holiday of four weeks instead of three weeks the provisions of subclauses (e) and (g) of this clause shall be modified to provide payment of an amount equal to 8 per cent of the worker's gross taxable earnings but not exceeding 10.4 per cent of his gross ordinary pay for the period of his employment.

(i) The employer shall give to each worker not less than two months' notice of the date of his annual holidays.

## 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 engaged to work for less than five consecutive days is a casual.

(d) No casual driver shall be employed if a permanent driver is readily available and willing to perform the duties. This shall also apply to other regular employees whose substantial employment is not that of driving.

## PAYMENT OF WAGES

11. Wages shall be paid regularly weekly or fortnightly and not later than Thursday and in the employer's time: Provided that when Friday is a holiday wages shall be paid not later than Wednesday in that week. The computation of wages shall be shown on the pay envelope or by a slip inserted therein.

### TIME AND WAGES RECORDS

12. The employee shall provide each worker with a time sheet or book on which the worker shall record daily the wage classification of the vehicle he is driving or operating, the commencing and finishing times of work and meal intervals, the total ordinary hours and overtime worked and particulars of any work for which the agreement provides a special rate. The worker shall sign such record.

Such time record, together with details of the calculation of the worker's wages, shall be available for inspection by a representative of the union at not less than monthly intervals.

### ROAD EXPENSES

13. Workers when required in connection with their employment to be absent from their home town shall be provided with suitable board and lodgings, or in cases where lodging is not required, to be provided with the necessary meals or they shall be paid for by the employer. Where a driver is required in the course of his duties to be absent from his home town overnight, he shall be paid an allowance of \$2.50 for each night of absence to cover out-of-pocket expenses.

### MEAL MONEY

14. (a) Except as otherwise provided where any worker other than a shift worker is required to work overtime beyond the second meal interval on any day or after 6 p.m. on any day or after 1 p.m. on Saturday or Sunday, the employer shall provide a meal or pay meal money at the rate of \$1 per meal provided such workers cannot reasonably get home for their meals.

(b) Shift workers 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 \$1 provided that overtime is to continue after the meal interval.

(c) When overtime is being worked, the employer shall provide a meal or pay a meal allowance of \$1 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.

### TRAVELLING PROVISIONS

15. (a) When a worker is required to work at a distance of more than two miles from the employer's depot (or such other point in the district that may be mutually agreed upon between the employer and workers — which agreement shall, if necessary, be reviewed by a representative of the local employers' association and the local workers' union) the employer shall either:

- (i) Provide the worker with free transport between the depot (or other agreed point) and the place of work; or
- (ii) Reimburse the worker for travelling costs incurred by him in travelling between the depot (or other agreed point) and place of work in excess of the two miles abovementioned on the basis set out under subclause (g) of clause 3 of this agreement.

(b) All time occupied by the worker in travelling between the depot (or other agreed point) and place of work under the circumstances set out under subclause (a) of this clause shall be deemed to be part of the day's work and shall count 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 allowances mentioned in this clause.

### SERVICE ALLOWANCE

16. Except as hereinafter provided, a service allowance on the following lines shall be paid:

- (i) For continuous service with the same employer exceeding one year, \$1.30 per week;
- (ii) For continuous service with the same employer exceeding two years, \$2.60 per week;
- (iii) Service accrued at the date of this agreement coming into force shall qualify for the allowance.
- (iv) The allowance shall not count in the calculation of overtime rates.
- (v) The allowance shall be paid when the worker is on annual holiday.
- (vi) The employer shall be entitled to make a rateable deduction from the allowance for time lost by the worker through sickness, accident or the worker's own default.

### STOP-WORK MEETINGS

17. The union may hold up to two stop-work meetings per year of workers employed under this agreement, such meetings to be of no longer duration than two hours: Provided that such meetings shall be arranged at a place on a day and at a time as are agreed between the union and the New Zealand Oil Industry Industrial Union of Employers: Provided, further, that the union shall give at least two weeks' notice of its intention to hold such a meeting. Such meetings shall be restricted to union members domiciled within a 15-mile radius of the meeting place or such other radius as may be agreed upon from time to time by the union and the New Zealand Oil Industry Industrial Union of Employers. No rateable deduction shall be made for up to three hours including travelling time to or from the meeting. The employer shall be entitled to make a rateable deduction from weekly wages for time lost in attending any other stop-work meetings.

### INTERVIEW WITH WORKERS

18. 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.

### JOB DELEGATES

19. The employer shall give recognition to a worker who is elected by the workers and endorsed by the union as job delegate in the establishment in which he is employed. Notice of such appointments shall be given to the employer in writing by the union.

### DISPUTES

20. (a) The procedure set out in the succeeding provisions of this clause shall apply to a dispute of rights between the parties bound by this instrument, or any of them, including a dispute on:

- (i) The interpretation of this instrument; or
- (ii) Any matter (not being a personal grievance within the meaning of section 117 of the Industrial Relations Act 1973) related to matters dealt with in this instrument and not specifically and clearly disposed of by the terms of this instrument.

(b) Either the workers' union or the employer or 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 conciliator 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 Industrial 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 Industrial Court against a decision of the committee, or any part of that decision. The appellant shall:

- (i) Within 14 days after the date on which the decision of the committee has been made known to him, give to every other party written notice of his intention to appeal; and
- (ii) Within seven days after the date on which that notice has been given, lodge with the Registrar of the Industrial Court 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 clause 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 or impede normal 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 115 of the Industrial Relations Act 1973.)

### PERSONAL GRIEVANCES

21. (a) For the purposes of this clause, the expression "personal grievance" means any grievance that a worker may have against his employer because of a claim that he has been unjustifiably dismissed, or that other action by the employer (not being an action of a kind applicable generally to workers of the same class employed by the employer) affects his employment to his disadvantage.

(b) The standard procedure for the settlement of any personal grievance shall include the following:

- (i) Any worker who considers that he has grounds for a personal grievance shall have the right to submit his grievance in accordance with this procedure;
- (ii) As soon as practicable after a personal grievance arises, the worker shall submit the grievance to his immediate supervisor, affording him an opportunity to remedy the cause of the grievance, the intent being that it is desirable, if the circumstances permit it, to settle the grievance rapidly and as near as possible to the point of origin;
- (iii) Where any such attempt at settlement has failed, or where the grievance is of such a nature that a direct discussion between the worker and his immediate supervisor would be inappropriate, the worker shall notify the branch secretary or secretary or a

duly authorised representative of his union, who, if he considers that there is some substance in the personal grievance, shall forthwith take the matter up with the employer or his representative;

- (iv) If the matter is not disposed of in discussion with the employer or his representative, the grievance shall be reduced to writing in a statement setting out all the facts relied on. The statement shall establish the nature of the worker's grievance, and of the issues, for all subsequent consideration of the case;
- (v) The written statement shall be referred to a grievance committee consisting of an equal number of representatives (not exceeding three) nominated respectively by the union and the employer, with or without a chairman as the parties may decide;
- (vi) The employer shall have the right to be assisted or represented before the grievance committee by an employers' organisation;
- (vii) If the matter is not settled by the grievance committee, it shall be referred to the Industrial Court;
- (viii) The reference to the Court may be made by the employer or his representative, or by the worker's union or its representative, or by both;
- (ix) The Court, after inquiring fully into the matter and considering all representations made by or on behalf of the parties, may make a decision or award by way of a final settlement which shall be binding on the parties;
- (x) It shall be the duty of every party to the award or agreement to promote the settlement of personal grievances under the procedures hereinbefore provided and to abstain from any action that might impede the effective functioning of the procedures.

(c) For the purpose of ensuring that the work of the employer shall not be impeded but shall at all times proceed as if no dispute relating to the personal grievance had arisen:

- (i) No worker employed by any employer who is a party to the dispute shall discontinue or impede normal work, either totally or partially, because of the dispute.
- (ii) While the provisions of the procedure for the settlement of the personal grievance are being observed, no such employer shall, by reason of the dispute, dismiss any worker directly involved in the dispute.

(d) Any statements made or information given in the course of any proceedings before a grievance committee or the Court in respect of an alleged unjustifiable dismissal shall be absolutely privileged.

(e) In the case of an alleged unjustifiable dismissal, any final settlement, decision or award made under this clause may, if it includes a finding that the worker was unjustifiably dismissed, provide for any one or more of the following:

- (i) The reimbursement to him of a sum equal to the whole or any part of the wages lost by him;
- (ii) His reinstatement in his former position or in a position not less advantageous to him;
- (iii) The payment to him of compensation by his employer.

(NOTE — This clause has been inserted in accordance with the requirements of section 117 of the Industrial Relations Act 1973.)

#### TRAVELLING EXPENSES

22. (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 employer transferring a worker from one town to another shall pay such worker's fare, first-class rail or boat, and ordinary removal expenses to the place where such worker is transferred.

(c) Time so occupied shall count as time worked and be paid for at ordinary time or overtime rates, as the case may be.

### UNQUALIFIED PREFERENCE

23. (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 purpose of this clause "adult person" means a person of the age of 18 years or upwards, or a person of any age who for the time being is in receipt of not less than the minimum rate of wages payable to a person of the age of 18 years or upwards.

(NOTE — Attention is drawn to section 104 of the Industrial Relations Act 1973 which gives to workers the right to join the union.)

### NOTIFICATION

24. On the written request of the secretary of the union, an employer shall supply to him a list of the workers in his employ, but not more often than once in three months.

### COPY OF AGREEMENT

25. 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.

### SCOPE OF AGREEMENT

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

### TERM OF AGREEMENT

27. This agreement, 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 pay week in each establishment commencing on or after the 1st day

of July 1974, and so far as all other provisions of the agreement are concerned, it shall come into force on the day of the date hereof; and this agreement shall continue in force until the 31st day of July 1975.

In witness whereof the seal of the Industrial Commission has hereto been affixed, and the president of the Commission has hereunto set his hand, this 17th day of December 1974.

(L.S.)

G. O. Whatnall, President.

#### MEMORANDUM

Associated with the submission of this document for registration was a joint application pursuant to Regulation 7 of the Wage Adjustment Regulations 1974. This application is sustained and the document registered accordingly. The attention of the employers is, however, drawn to Regulation 7 (4) (b). In the absence of any submission on this point the Commission takes it that there will be no increase in prices and charges arising from the settlement where rates proposed exceed the increases permitted under the Wage Adjustment Regulations 1974.

The unqualified preference provision (clause 23) has been inserted in accordance with the agreement of all the assessors.

The rates of remuneration prescribed by this collective agreement are not to be increased by the application of the 9 per cent general wage adjustment that was effective from 1 July 1974 pursuant to the Wage Adjustment Regulations 1974.

Having regard to prevailing circumstances the Commission has, pursuant to section 92 (2) of the Industrial Relations Act 1973, consented to the specified period for which this agreement is to continue in force being less than one year from the date of registration of this agreement.

G. O. Whatnall, President.