

PACIFIC STEEL LTD. AND PACIFIC SCRAP LTD. OTAHUHU WORKS  
EMPLOYEES'—INDUSTRIAL AGREEMENT

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

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 26th day of January 1962 between the N.Z. Engine-Drivers', River Engineers', Marine Engine Drivers' Greasers, Firemen and Assistants' Industrial Union of Workers (Auckland Branch) (hereinafter called the union) of the one part and Pacific Steel Ltd. and Pacific Scrap Ltd. (hereinafter called the employer) of the other part, whereby it is mutually agreed by and between the parties hereto as follows:

(1) That the terms, conditions, stipulations and provisions contained and set out in the Schedule hereto shall be binding upon the parties, and they shall be deemed to be and are hereby declared to form part of the agreement.

(2) That the said parties hereto shall respectively do, observe and perform every matter and thing by this agreement and by the said terms, conditions, stipulations and provisions respectively required to be done, observed and performed and shall not do anything contrary to this agreement or to its terms, conditions, stipulations and provisions, but shall in all respects abide by and perform the same.

SCHEDULE

*Industry to Which Agreement Relates*

1. This agreement shall apply to all workers (other than clerical and those covered by other awards and agreements) employed in the yard, rolling mill and melting shop of Pacific Steel Ltd., and the yard operations of Pacific Scrap Ltd., at Favona Road, Otahuhu. This agreement shall not apply to foremen whose duties are substantially overseeing not manual.

*Hours of Work*

2. (a) *Day Workers*—The ordinary hours of work shall not exceed 40 hours per week nor more than eight per day on the five days of the week, Monday to Friday inclusive, between the hours of 7.30 a.m. and 5 p.m.

The hours of starting and ceasing work between these hours shall be mutually arranged with a break of not more than one hour or less than half an hour for lunch.

(b) A rest interval of not less than 10 minutes shall be allowed mid-morning and mid-afternoon without deduction of pay, and also after each two hours continuous overtime provided that the overtime is to be continued after such interval.

(c) *Shift Workers*—

(i) Shifts may be worked as required by the employer.

(ii) The ordinary hours of work of a shift worker shall not exceed five eight-hour shifts to be worked between the hours of midnight Sunday—Monday and 7 a.m. Saturday.

(iii) Each shift worker shall be afforded reasonable opportunity during the shift to partake of meals but machinery shall be kept fully working and production shall not be impeded.

(iv) Except in the case of a replacement and/or substitute for a regular shift worker who is temporarily absent due to sickness, accident or other causes, a worker shall not be deemed a shift worker unless he is employed on shift work on his next four successive working days inclusive of the day of the commencement of such shift work.

(v) Shift workers shall remain on duty until relieved.

*Overtime*

3. (a) Time worked outside or in excess of the hours prescribed in clause 2 hereof shall be paid for at the rate of time and a half for the first three hours in any one day and at double time rates thereafter.

(b) Time worked after 12 noon on Saturday and all time worked on Sunday shall be paid for at double ordinary rates.

(c) Work performed on any of the holidays mentioned in clause 13 of this agreement shall be paid for at double time rates in addition to any other payment to which the worker is entitled under clause 13 hereof.

(d) A worker who works so much overtime between the termination of his ordinary work or shift on one day and the commencement of his ordinary work or shift on the next day that he has not at least eight consecutive hours off duty between those times shall subject to this sub-clause be released after completion of such overtime until he has had eight consecutive hours off duty without loss of pay for ordinary working time (as prescribed in clause 2) occurring during such absence.

If, on the instructions of the employer, such a worker resumes or continues work without having had such eight consecutive hours off duty he shall be paid at double rates until he is released from duty for such period and he shall then be entitled to be absent until he has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(e) In the cases of breakdown or emergency full co-operation will be given by working as much overtime as is necessary to overcome such breakdown or emergencies.

*Shift Allowances*

4. Workers on non-rotating shifts starting or finishing at times other than between 7.30 a.m. and 5 p.m. shall receive an additional sum of 3s. 6d. per shift. Workers on rotating shifts shall receive an additional sum of 3s. per shift for all shifts worked including time worked between 7.30 a.m. and 5 p.m.

*Call Out*

5. (a) Any worker who has left the place of employment after having completed his day's work or shift and is called back to work shall be paid an attendance allowance of 5s. and a minimum of two hours at the appropriate rate, provided that where the call out occurs between 10 p.m. and 6 a.m. the minimum shall be three hours.

(b) *On Call*—Any worker who agrees to be on call outside his normal working hours shall be paid 5s. per day for each day such arrangement takes place.

*Meal Money*

6. Either a suitable meal shall be provided or meal money at the rate of 5s. per meal shall be allowed workers required to work overtime beyond one hour after their usual daily time of ceasing work and at the end of each subsequent four hours of work provided that work continues thereafter.

Provided that this provision shall not apply if a worker can reasonably get home for a meal and back within the time allowed by the employer.

*Wages*

7. Incorporated in the rates set out below are allowances to fully cover all working conditions and operations that may arise in the performance of the normal and expected duties of the workmen employed in the steel works and yard and melting shop of the employer.

Scrap transport operators ..... 6s. 10d. per hour.

*Youths*

8. Youths may be employed in all departments (except on trade work) in the proportion of one to three or fraction of three adult workers employed.

Age Commencing	First Six Months	Second Six Months	Third Six Months	Fourth Six Months	Fifth Six Months	Sixth Six Months
	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.
Under 17 ..	3 6	4 0	4 6	5 0	5 6	6 0
17-18 ..	4 0	4 6	5 0	5 6	5 9	6 0
18-19 ..	4 6	5 0	5 6	6 0	6 3	6 6
19-20 ..	5 0	6 0	6 3	6 6	..	..

Thereafter or on attaining 21 years of age full adult rates.

*Variation of Duties*

9. It shall be the duty of every worker during his ordinary working hours to undertake any work in the said industry that the employer may require him to undertake. Provided that while engaged on such other work such worker shall be paid not less than the rate of wages payable to him in respect of his usual occupation or the rate prescribed for the work to which he is transferred whichever rate is the greater.

*Terms of Employment*

10. After one month's service the employment shall be deemed to be a weekly one and one week's notice shall be given by either side or one week's wages paid or forfeited as the case may be.

Provided however that the employer shall be entitled to dismiss any worker summarily for misconduct.

*Payment of Wages*

11. (a) Wages shall be paid not later than Thursday in each week in the employer's time.

(b) Each worker shall be supplied with a statement showing details of his earnings for each pay period and any deductions therefrom.

*Holidays*

12. (a) The following shall be the recognised paid holidays, Christmas Day, Boxing Day, New Year's Day, and the day following New Year's Day, Anniversary Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day.

(b) In the event of a holiday other than Anzac Day falling on a Saturday or Sunday such holiday shall be observed on the succeeding Monday and in the event of another holiday falling on such Monday such other holiday shall be observed on the succeeding Tuesday.

(c) Workers who are entitled to be paid for the holidays set out in sub-clause (a) of this clause shall be all those who have been working or on annual leave at any time during the fortnight ending on the day on which the holiday occurs providing that workers on annual leave resume their employment. No payment over and above the ordinary week's wages shall be made to any worker for a holiday which falls on what is not ordinarily a working day except for work actually performed on such day.

(d) The employer shall pay one tenth of a day's ordinary wages to each worker in respect of each ordinary day worked by him for the employer during the fortnight ending on the day of any holiday referred to in sub-clause (a) of this clause. Provided that for the purpose of this sub-clause workers whose employment is covered by this agreement shall be deemed to be subject to the provisions of section 28 (2) of the Factories Act 1946 as amended by section 6 of the Factories Amendment Act 1956.

#### *Annual Holidays*

13. The provisions of the Annual Holidays Act 1944 and its amendments shall apply to workers covered by the provisions of this agreement. Provided however that shift workers regularly employed on shifts for which a shift allowance is payable shall after 12 months' continuous service as such be granted three weeks annual holiday on ordinary pay as defined in the Annual Holidays Act 1944. Provided also that the third week may be allowed either in conjunction with or separately from the first two weeks as the employer may decide.

#### *General Conditions*

14. (a) The provisions of the Factories Act 1946 and its amendments will apply in respect of washing and sanitary facilities, clothing accommodation, first-aid requirements, dining facilities and safety requirements.

(b) An obligation shall rest upon every worker employed to wear footwear and apparel suitable for the work he undertakes.

(c) Wet weather clothing shall be supplied to workers required to work away from cover.

(d) Where the company provides safety gear or equipment such shall at all appropriate times be used by employees. Failure to do this or observe safety instructions shall be cause for instant dismissal.

(e) Proper shelter shall be provided to protect workers from cold winds or wet weather when working in the open.

(f) Where portable electric lights, electric drills, and other portable electric equipment are in use every care shall be taken to see that they are properly insulated. Workers shall immediately report to the foreman any defect in such equipment, which shall not be used again until it has been made safe.

(g) An employer shall provide reasonable facilities for supplying warmth for men working in the workshops in cold weather.

(h) Whenever practicable the worker shall be told when he is going to work overtime on the day before such overtime is required.

(i) No worker shall be required to work on live steam pipe lines or on moving machinery where he is beyond easy calling distance of some other person who may or may not be subject to this award.

(j) (i) An adequate first-aid emergency kit shall be kept in a convenient and accessible place in every works, and shall be open to inspection once a month by a union official.

(ii) Provision shall be made for a supply of hot water at short notice.

(k) (i) Suitable protective clothing in accordance with accepted steel works practice shall be provided where necessary.

(ii) Workers, the nature of whose work necessitates the regular wearing of overalls, shall be supplied by the employer with two suits of overalls at the commencement of each year of service with the employer. Provided, however, that in the case of each new engagement the employer may pay to the worker an

overall allowance of 2s. per week for a maximum period of three months. Overalls for the purpose of this sub-clause shall mean dust coats, bib overalls, boiler suits or aprons customarily worn by workers.

(l) Where subjected to excessively hot conditions salt tablets or suitable alternate will be supplied daily upon a worker's request.

(m) *Travelling Time*—Any worker (other than on a call out as prescribed in clause 5 sub-clause (a) who is required to commence work earlier than his normal starting time or who is required to continue working after his normal finishing time, and on account of this his normal means of travelling to or from work are not available shall be paid one hour's travelling time at ordinary rates of pay. Provided however that should transport be provided by the employer this payment shall not be made.

(n) No worker other than a shift worker will be required to work on Friday night or on union meeting night unless on breakdown work, the definition of such to be by agreement between management and union.

#### *Disputes*

15. Where any new process is introduced, or a substantial alteration in the nature of the work takes place, a representative of the union may discuss the positions with the employer with a view to arranging conditions relative to such process or alteration although there may not be a dispute or difference.

Any dispute in connection with any matter not specifically provided for in this agreement shall be settled by the employer and the secretary of the union and in default of any agreement shall be referred to the Conciliation Commissioner who shall either decide the same or refer it to the Court. Should either party be dissatisfied with the decision of the Commissioner he may appeal to the Court of Arbitration within 14 days of the receipt of such decision.

#### *Union Membership*

16. (a) It shall not be lawful for the employers bound by this agreement to employ or to continue to employ in any position subject to this agreement any person who is not for the time being a member of an industrial union bound by this agreement.

(b) Within one month after the date of coming into operation of this agreement each employer shall, if requested by the secretary of the union, either supply him with a list of all those workers in his employ covered by this agreement, or provide facilities for the secretary to obtain this list. Thereafter, but not more frequently than once in every three months, the employer shall, if required by the secretary of the union, supply a list of employees engaged since the last list was supplied.

#### *Under Rate Workers*

17. Should any worker consider himself incapable of earning the full rates of wages herein prescribed, such worker may agree in writing, subject to the approval of the union, with the employer to accept such lower rates as may be approved by the union. Such agreement shall not be for a period longer than six months, but may be reviewed and extended on the agreement of the employer, the union and the worker for such further period as may be agreed upon.

#### *Right of Entry*

18. The secretary or other authorised official of the union of workers, shall with the consent of the employer (which consent shall not be unreasonably withheld) be entitled to enter at all reasonable times upon the premises or works and there interview any worker individually.

*Terms of Agreement*

This agreement shall come into force on the 26th day of January 1962 and shall continue in force until the 1st day of March 1963.

In witness whereof the parties hereto have executed these presents on the day and year first above written.

Signed for and on behalf of Pacific Steel Ltd.:

L. M. LONSDALE-COOPER.

Witness to above signature—L. E. Heron.

Signed for and on behalf of Pacific Scrap Ltd.:

J. HILL.

Witness to above signature—L. E. Heron.

Signed for and on behalf of the N.Z. Engine-Drivers', River Engineers', Marine Engine Drivers' Greasers, Firemen and Assistants' Industrial Union of Workers (Auckland Branch):

N. FINCH.

Witness to above signature—J. McGregor.

---