

**PACIFIC STEEL LTD. OTAHUHU WORKS BRICKLAYERS—INDUSTRIAL
AGREEMENT**

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 14th day of October 1963 between the Auckland Bricklayers Industrial Union of Workers (hereinafter called the union) of the one part and Pacific Steel 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.

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SCHEDULE

Industry to Which Agreement Relates

1. This agreement shall apply to bricklayers employed in the yard, rolling mill and melting shop of Pacific Steel 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 (inclusive of half an hour crib time) 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 provided that any such worker shall be relieved within two hours if he so requests.

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 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. Shift workers shall receive an additional sum of 4s. 6d. per shift.

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. 3d. 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. 3d. 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. 3d. 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. (a) 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 bricklayers employed in the steel works and yard and melting shop of the employer.

Bricklayers 8s. 9d. per hour

(b) *Service Allowance*—A service allowance shall be paid on the following terms:

- (i) For service exceeding one year—1d. per hour.
- (ii) Continuous service now accrued qualifies for the allowance.
- (iii) Service must be continuous so that if a man leaves or is discharged and returns to the employer, he commences afresh without service allowance and his qualifications for the allowance runs from date of return.

Tool Allowance

8. A tradesman required to provide his own tools shall qualify for a tool allowance of 1d. for each hour worked provided that he has, to the satisfaction of the employer sufficient and suitable tools for the work on which he is employed. Lists of "sufficient and suitable" tools for the various categories of tradesmen will be drawn up by agreement between the employer and the union concerned and the agreed list shall thenceforward be the basis of determining qualification for tool allowance.

Terms of Employment

9. After two weeks' 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

10. (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 deduction therefrom.

Holidays

11. (a) The following shall be the recognised 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

12. 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

13. (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) 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.

(d) 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.

(e) Protective glasses shall be supplied on request where they are required for use with grinding wheels. Provisions shall be made for sterilising in a formalin box, or by other means, of gloves, goggles, or helmets.

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

(g) (i) Suitable protective clothing in accordance with accepted steelworks 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.

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

(i) *Travelling Time*—Any worker (other than on a call out as prescribed in clause 5 subclause (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 to the workers home by the employer this payment shall not be made.

Disputes

14. 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

15. (a) Any adult person engaged or employed in any position or employment subject to this agreement by any employer bound by this agreement shall, if he is not already a member of a union of workers bound by this agreement, become a member of such union within 14 days after his engagement.

(b) Subject to sub-clause (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 sub-clause (a) hereof to become a member of a union who fails to become a member, as required by that sub-clause, 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 sub-clause (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 sub-clause (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.

Under-rate Workers

16. (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 wages 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.

Right of Entry

17. 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

As far as wages are concerned, this agreement shall come into force on the 1st day of July 1963 and all other conditions from the 14th day of October 1963 and shall continue in force until the 31st day of March 1965.

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—G. P. Rutherford.

Signed for and on behalf of the Auckland Bricklayers Industrial Union of Workers:

H. KAY.

Witness to above signature—E. C. Castell.
