

**PACIFIC STEEL LTD. OTAHUHU WORKS BRICKLAYERS—AWARD***[Filed in the Office of the Clerk of Awards, Auckland]*

In the Court of Arbitration of New Zealand, Northern Industrial District—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the Auckland Bricklayers Industrial Union of Workers (hereinafter called “the union”) and the undermentioned company (hereinafter called “the employers”):

Pacific Steel Ltd., Otahuhu, Auckland.

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

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the Schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the Schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as hereinafter provided and shall continue in force until the 1st day of November 1966 and thereafter as provided by section 152 of the Industrial Conciliation and Arbitration Act 1954.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 28th day of June 1965.

[L.S.]

A. P. BLAIR, Judge.

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SCHEDULE

*Industry to Which Award Relates*

1. This award shall apply to bricklayers employed in the yard, rolling mill and melting shop of Pacific Steel Ltd., at Favona Road, Otahuhu. This award 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 award 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 subclause 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 of this award) 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 5s. per shift. Where a day worker replaces or substitutes for a regular shift worker temporarily absent due to accident, sickness or other causes as prescribed under paragraph (iv) of subclause (c) of clause 2 of this award, then in any week that such substitution or replacement occurs he shall be paid the shift allowance for the whole week.

#### *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. 7d. 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. 7d. 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. 7d. 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 .. .. . 9s. 7½d. 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 subclause (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 subclause (a) of this clause: Provided that for the purpose of this subclause workers whose employment is covered by this award 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 award: 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.

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

#### *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 subclause 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 subclause (a) of clause 5 of this award) 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 worker's home by the employer this payment shall not be made.

(j) Where the temperature of the air in a ladle in which the men are required to work is over 120 degrees Fahrenheit, the men at work may, without prejudice to their employment, discontinue their work until the temperature lowers to 120 degrees. Temperature to be measured 3 ft from the floor in the centre of the ladle. The spirit and intention of this subclause is the protection of the individual worker and both parties will co-operate to see that this spirit and intention is not abused.

#### *Disputes*

14. Any dispute in connection with any matter not specifically provided for in this award 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.

#### *Unqualified Preference*

15. (a) Any adult person engaged or employed in any position or employment subject to this award by any employer bound by this award shall, if he is not already a member of a union of workers bound by this award, become a member of such union within 14 days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this award so long as he continues in any position or employment subject to this award.

(c) Every worker obliged under subclause (a) hereof to become a member of a union who fails to become a member, as required by that subclause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with subclause (b) hereof commits a breach of this award.

(d) Every employer bound by this award commits a breach of this award if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the 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 award.

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

*Under-rate Workers*

16. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on 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.

*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.

*Term of Award*

18. This award, in so far as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the 21st day of May 1965, and so far as all other provisions of the award are concerned, it shall come into force on the day of the date hereof; and this award shall continue in force until the 1st day of November 1966.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 28th day of June 1965.

[L.S.]

A. P. BLAIR, Judge.

## MEMORANDUM

The award, including the operative date of provisions relating to wages, incorporates the terms of settlement arrived at by the parties in the course of an inquiry held before a Council of Conciliation.

Upon being satisfied by supporting documentary evidence that an unqualified preference provision has been agreed to by all the assessors in accordance with section 174B of the Industrial Conciliation and Arbitration Act 1954 (as enacted by the Industrial Conciliation and Arbitration Amendment Act 1961), the Court has inserted clause 15 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. P. BLAIR, Judge.