

**PACIFIC STEEL LTD. AND PACIFIC SCRAP LTD. OTAHUHU WORKS EMPLOYEES—
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

Pacific Steel Ltd., Favona Road, Otahuhu, Auckland.

Pacific Scrap Ltd., Favona Road, Otahuhu, Auckland.

(hereinafter called "the employers") and

New Zealand Engineering, Coachbuilding, Aircraft and Related Trades Industrial Union of Workers, 123 Abel Smith Street, Wellington.

(hereinafter called "the union").

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, 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 14th day of October 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 14th day of April, 1965.

[L.S.]

A. P. BLAIR, Judge.

SCHEDULE

Industry to Which Award Relates

1. This award 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 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, provided, however, that a worker shall not be required to work more than four and a half hours continuously without an interval of at least half an hour for a meal, but should an emergency arise such period of four and a half hours may be extended to five hours.

(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 as far as possible to meet the wishes of the workers concerned.
- (ii) The ordinary hours of work of a shift worker shall not exceed five eight-hour shifts to be worked between the hours of 11 p.m. Sunday 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.
- (vi) Except in an emergency, after 16 hours on duty a worker shall be relieved immediately.

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 and also time worked by day workers between 10 p.m. and 6 a.m. on other than a call out.

(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 hereof) 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 shall be given by working as much overtime as is necessary to overcome such breakdown or emergencies.

(f) All time worked on rostered days off shall be paid for at overtime rates.

Shift Allowances

4. Shift workers shall receive an additional sum of 5s. 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. 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 such 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 half 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. In this event provision shall be made by the employer for workers to procure a meal.

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) Except as provided in subclause (b) of this clause, 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.

<i>The Melting Shop:</i>	Per Hour
	s. d.
Melter	9 5 $\frac{3}{4}$
Second hand	8 4 $\frac{1}{2}$
Third hand	7 11 $\frac{1}{4}$
Pit chargehand	9 2 $\frac{3}{4}$
Leading pitman	8 7 $\frac{3}{4}$
Second pitman	8 3 $\frac{1}{2}$
Pit helpers	7 10 $\frac{1}{4}$
Ladle crane drivers	8 6 $\frac{3}{4}$
Charger crane drivers	8 1 $\frac{1}{4}$
Crane drivers	7 10 $\frac{3}{4}$
Mould grinder/stopper maker	7 10 $\frac{1}{4}$
General hands	7 6 $\frac{1}{2}$

		Per Hour	
		s.	d.
<i>The Rolling Mill:</i>			
Roller	.....	9	5 $\frac{3}{4}$
14 inch rougher	.....	8	7 $\frac{3}{4}$
Ingot heater	.....	8	5 $\frac{1}{2}$
Billet heater	.....	7	11 $\frac{1}{4}$
Billet furnace operator	.....	7	8 $\frac{1}{2}$
Ingot furnace operator	.....	7	8 $\frac{1}{2}$
22 inch rougher	.....	8	5 $\frac{1}{2}$
Assistant rougher	.....	7	10 $\frac{3}{4}$
Hot saw	.....	7	8 $\frac{1}{2}$
Catchers	.....	7	10 $\frac{3}{4}$
Guide dresser	.....	8	0 $\frac{3}{4}$
Shear man	.....	7	10 $\frac{3}{4}$
Bundler	.....	7	7 $\frac{1}{2}$
22 inch operator	.....	8	4
14 inch operator	.....	7	8 $\frac{1}{2}$
Crane drivers	.....	7	10 $\frac{3}{4}$
Stock taker	.....	8	2
Ingot turner	.....	7	8 $\frac{1}{2}$
Roll turners	.....	9	4 $\frac{1}{4}$
Straightening machine operator	.....	8	4
Straightening machine assistant	.....	7	8 $\frac{1}{2}$
Spark eroder operator	.....	7	10 $\frac{3}{4}$
Charge hand cold end	.....	8	7 $\frac{1}{4}$
General hands	.....	7	6 $\frac{1}{2}$
<i>Maintenance and General:</i>			
Tradesmen (fitters, fitter welders, turners)	.....	9	4 $\frac{1}{4}$
Tradesmen's assistants	.....	7	8 $\frac{1}{2}$
(When employed on saw sharpening 2d. per hour extra for time involved.)			
Mechanical operators (fork lift, foden, bray, etc.)	.....	7	8 $\frac{1}{2}$
Yard gang	.....	7	6 $\frac{1}{2}$
Yard gang leading hand	.....	7	11 $\frac{1}{4}$
Security	.....	7	6 $\frac{1}{2}$
Senior crane driver inspector	.....	9	0
<i>Scrap Yard:</i>			
Crane drivers	.....	7	10 $\frac{3}{4}$
Gas cutters	.....	7	9 $\frac{3}{4}$
Non ferrous sorter	.....	7	8 $\frac{1}{2}$
Press operators/rail breakers	.....	7	8 $\frac{1}{2}$
General hands	.....	7	6 $\frac{1}{2}$

(b) (i) Any worker required to enter a hot melting furnace for the purpose of patching shall be paid at the rate of ordinary time in addition to the appropriate rate, with a minimum payment of three hours.

(ii) During normal operations or within 72 hours of shut down, any worker required to enter or go on top of a melting furnace to renew wall linings at times other than when the furnace hearth is to be renewed, shall be paid half ordinary rate extra in addition to the appropriate rate for the time involved from the removal of the top of the lining to expose the lifting straps to the completion of the shaping of the furnace banks.

At the time of hearth replacement, any worker engaged in ramming shall be paid 6d. per hour in addition to the appropriate rate for the time involved.

(iii) Tradesmen engaged replacing the roof of an arc melting furnace during the melting cycle or within two hours thereafter shall be paid at the rate of ordinary time in addition to the appropriate rate, with a minimum payment of two hours.

(iv) Heat money at one half ordinary time extra shall be paid for work in the following circumstances:

- (a) While working on overhead charging door or the door operating gear on ingot furnace during mill operating time.
- (b) When oxygen lancing and clearing obstructions caused by jammed ingots in ingot furnace when furnace is at rolling temperature.
- (c) When separating ingots sticking together *after* discharge from ingot furnace if time involved is one-half hour or more.
- (d) When billets stick together in billet furnace and have to be parted and barred out if time involved is one-half hour or more.
- (e) When emptying the billet furnace where billets are at rolling temperature.
- (v) Any personnel working inside the rolling mill tower water tank or filters for the purpose of cleaning shall be paid 2s. per hour extra for the time involved.
- (vi) Personnel working on culvert cleaning in the rolling mill shall be paid 2s. per hour extra for the time involved.

(c) *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 qualification for the allowance runs from date of return.

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, at the following hourly rates:

Age Commencing	First Six Months	Second Six Months	Third Six Months	Fourth Six Months	Fifth Six Months	Sixth Six Months
Under 17 ..	4/1	4/7	5/2	5/8	6/3	6/9½
17 to 18 ..	4/7	5/2	5/8	6/3	6/6½	6/9½
18 to 19 ..	5/2	5/8	6/3	6/9½	7/1	7/4
19 to 20 ..	5/8	6/9½	7/1	7/4	..	..

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

Tool Allowance

9. A tradesman required to provide his own tools shall qualify for a tool allowance of 2d. 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 qualifications for tool allowance.

Variation of Duties

10. (a) 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.

(b) Any worker transferred to a lower paid position shall be paid his existing rate of pay during the first week of such transfer.

Terms of Employment

11. 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

12. (a) Wages shall be available 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.

(c) On dismissal of a worker all wages shall be paid as soon as practicable thereafter.

(d) Where a holiday falls on a Friday payment shall be made not later than Wednesday in that week.

Holidays

13. (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 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

14. (a) 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, but as far as possible to meet the wishes of the worker concerned.

(b) A worker employed for less than one year as a shift worker shall be paid *pro rata* for such period.

General Conditions

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

(b) (i) An obligation shall rest upon every worker employed to wear footwear and apparel suitable for the work he undertakes and he shall be paid 2s. per week as a clothing and footwear allowance, provided, however, that where overalls and other forms of protective clothing are supplied by the employer this payment shall not be made.

(ii) On completion of three months' employment melting shop furnacemen shall, if application is made, be supplied with one pair of boots and a further issue of one pair of boots shall be made on completion of each subsequent 12 months of service. Any furnaceman issued with boots shall sign an appropriate receipt and on termination of employment shall return the boots. If this is not done the cost of the boots, fair wear and tear excepted, shall be deducted from any wages due to each furnaceman.

(iii) On completion of three months' employment each worker shall, if application is made, be issued with two towels and sign an appropriate receipt for same, and these shall be replaced with a further issue on completion of each subsequent twelve months of service, provided that in no case shall a further issue be made unless the previous issue is returned at replacement time, and provided further that on termination of employment the towels issued shall be returned failing which the cost of the towels, fair wear and tear excepted, shall be deducted from any wages due to the worker.

(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 the 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) Suitable screens shall be supplied for electric welding machines and shall be used by operators wherever it is not impracticable to do so.

(h) Protective glasses shall be supplied as required by the Factories Act.

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

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

(k) 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.

(l) (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.

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

(n) Where subjected to excessive hot conditions salt tablets or suitable alternative such as oatmeal water shall be supplied daily upon worker's request.

(o) *Travelling Time*—Any worker (other than on 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 to his home be provided by the employer this payment shall not be made.

(p) No worker other than a shift worker shall 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.

(q) Welders shall be issued with recognised protective clothing where necessary.

(r) A notice of designation and duties of each class of worker shall be displayed as soon as is practicable.

(s) A union notice board shall be erected in each department.

(t) Gas cutters shall be supplied with full length leather jerkins and leather leggings or such other suitable clothing which may be agreed upon by the employer and the worker.

Disputes

16. 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 position 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 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

17. (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 seven 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.)

Notification

18. Within one month after the date of coming into operation of this award 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 award, 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

19. 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

20. 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.

Scope of Award

21. This award shall apply only to the parties hereto.

Term of Award

22. 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 1st day of March 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 14th day of October 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 14th day of April 1965.

[L.S.]

A. P. BLAIR, Judge.

MEMORANDUM

The matters referred to and settled by the Court related to hours of work (cl. 2 (a) second paragraph), meal money (cl. 6), wage rates and additional payments (cl. 7 (a), (b) (iii) and (iv)), wage rates for youths (cl. 8), payment for annual holidays (cl. 14 (a)), and term of award.

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 17 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. P. BLAIR, Judge.
