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**New Zealand Steel Limited
Bricklayers Labourers – Collective
Agreement (Voluntary)**

Dated 12/12/74

NOTE: See clause 22 herein for the date on which rates of wages come into force.

FORM 6

Sections 65, 66, 82

Regulations 10, 21 (2)

UNDER THE INDUSTRIAL RELATIONS ACT 1973
REGISTERED COLLECTIVE AGREEMENT

In the matter of the Industrial Relations Act 1973; and in the matter of the New Zealand Steel Limited Bricklayers' Labourers, dispute of interest between New Zealand Steel Limited and the Northern and Taranaki Labourers, General Workers and Related Trades Industrial Union of Workers.

The Industrial Commission, having before it the terms of a voluntary (conciliated) settlement arrived at in the above-mentioned dispute of interest and submitted or notified to the Commission pursuant to the provisions of section 65 of the Industrial Relations Act 1973, hereby registers as a collective agreement the terms, conditions and provisions set out in the form of submission or notifications attached 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 12th day of December 1974.

(L.S.)

G. O. Whatnall, *President*.

FORM 5

Sections 65 and 66

Regulation 9 (4)

UNDER THE INDUSTRIAL RELATIONS ACT 1973
SUBMISSION OF VOLUNTARY SETTLEMENT FOR REGISTRATION

In the matter of the Industrial Relations Act 1973; and in the matter of the New Zealand Steel Limited Bricklayers' Labourers dispute of interest between New Zealand Steel Limited and the Northern and Taranaki Labourers, General Workers and Related Trades Industrial Union of Workers.
To the Registrar of the Industrial Commission.

We hereby submit to you a signed copy of the terms of voluntary settlement of the above-mentioned dispute of interest arrived at by the parties pursuant to Section 65 of the Industrial Relations Act 1973, for registration by the Industrial Commission as a collective agreement.

Dated at Auckland this 8th day of November 1974.

Signature of Parties:

G. Hanley, *Personnel Manager*.W. J. Skinner, *Secretary*.

NEW ZEALAND STEEL LIMITED
BRICKLAYERS LABOURERS—COLLECTIVE AGREEMENT
SCHEDULE

INDUSTRY TO WHICH AGREEMENT RELATES

1. This Agreement shall apply to Bricklayers Labourers employed by New Zealand Steel Limited, Glenbrook. This Agreement shall not apply to Foremen whose duties are substantially overseeing and not manual.

HOURS OF WORK

2.1. Day Workers—

2.1.1. 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 5.00 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.

2.1.2. Hours of Work—"Day Roster"—Where the employer so elects with the agreement of the Union to operate a roster for day workers, the ordinary hours of work shall be forty per week of which not more than eight hours may be worked between 7.30 a.m. and 5.00 p.m. on each of the five consecutive days out of the seven in the week commencing midnight Sunday/Monday; The daily roster shall be of eight hours inclusive of a reasonable opportunity for a meal. Provided that a worker whose ordinary hours of work in any rostered week includes time worked on a Saturday or on a Sunday shall receive premium payments in addition to his ordinary wages to be computed as follows:

(a) Time worked for the first three hours before noon on Saturday, payment shall be one half of his ordinary rate, extra.

(b) Time worked in excess of three hours before noon on Saturday or afternoon on a Saturday or on a Sunday payment shall be at his ordinary rate extra. 'Ordinary rate' means the rate for the job to which the worker is permanently assigned plus any personal allowances.

(c) If a worker operating under this clause works a minimum of four hours after the normal time of ceasing work the meal break will count as time worked.

2.2. 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.

2.3. Shift Workers—

2.3.1. Shift may be worked as required by the employer.

2.3.2. 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 midnight Friday/Saturday.

2.3.3. 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.

- 2.3.4. 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.
- 2.3.5. Shift workers shall remain on duty until relieved provided that any such worker shall be relieved within two hours if he so requests.
- 2.3.6. Definition of Roster—For the purpose of this clause ‘roster’ means a schedule of duty time showing in advance the days of the week when any worker is due to work and be off work respectively, and ‘rostered’ has a corresponding meaning.
- 2.3.7. If a shift worker is required to revert to day work other than on permanent reassignment or voluntarily requested or at Annual Shutdown, such worker will be regarded as a temporary day worker and shall retain his shift allowance and status for the temporary period provided this does not exceed two calendar weeks. If the period exceeds this, the worker reverts to the hours of work provision described in clause 2.1 of this agreement.
- 2.3.8. Whenever an individual worker is required to transfer from one shift crew to another he will be entitled to overtime rates for the first shift following the transfer.
- 3.1 Time worked outside or in excess of the hours prescribed in Clause 2 of this Agreement 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.
- 3.2 Time worked after 12 noon on Saturday and all time worked on Sunday shall be paid for at double ordinary rates.
- 3.3 Work performed on any day of the holidays mentioned in Clause 12.1 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 12 of this Industrial Agreement.
- 3.4 This sub-clause shall apply to a worker who has:
- (a) Been required to work overtime in terms of sub-clause 2.3.5; and
 - (b) Chosen not to continue beyond 2 hours and given reasonable notice to his foreman both of his intention and his need for company transport in terms of sub-clause 15.10.

If he gets home in reasonable time there shall be no payment. If he is delayed he will be paid, at the appropriate overtime rate, the difference between the reasonable time and the actual time of reaching home with a maximum payment of one hour. Payment will not be made for causes outside the company’s control.

As a guide, reasonable time shall be: to Waiuku—30 minutes after ceasing work; to Pukekohe—40 minutes after ceasing work; to Papakura—50 minutes after ceasing work.

GENERAL

- 3.5 When overtime is necessary it shall, wherever reasonably practicable, be so arranged that workers have at least eight consecutive hours off duty between the work of successive days. A worker who works so much overtime between the termination of his ordinary work on one day and the commencement of his ordinary work on the next day that he has not at least eight consecutive hours off duty between those times, shall be released after completion of such overtime until he has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If, on the instructions of his 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.

- 3.6 In the case of breakdown or emergency full co-operation will be given by working as much extra time as may be required to overcome such breakdown or emergency, but the conditions of 3.5 to be applied in each case.
- 3.7 Pre-arranged overtime—Any worker who, before he has left work, is asked to come back to work prior to his next normal starting time shall on returning to work as requested be deemed to be on pre-arranged overtime and shall receive an allowance of \$1.20 in addition to the appropriate overtime pay. Where such overtime extends for six or more hours continuously before 8.00 a.m. in the case of a day worker, or extends for six or more hours continuously before the time of commencing his next ordinary rostered shift in the case of a shift worker, double time shall be paid until the worker is released. A minimum of three hours overtime will be paid unless the overtime actually worked is immediately prior to the next ordinary starting time.

CALL OUT

- 3.8 (a) Any worker, who, after having completed his day's work and returned to his place of residence, is then requested to work overtime and comes to work as requested shall be paid an allowance and a minimum of three hours pay at the appropriate overtime rate and reasonable travelling time to and from the workers' home shall count as time worked. Where such call-back extends for six or more hours continuously before 8.00 a.m. in the case of a day worker, or extends for six or more hours continuously before the time of commencing his next ordinary rostered shift in the case of a shift worker, double time shall be paid until the worker is released.
- (b) The allowance will be \$2.50.
- (c) Reasonable travelling time as described in 3.8 (a) above shall be in principle 30 minutes pay for those living in Waiuku, the Taharoa housing settlement or within a five mile radius of the Works, 45 minutes pay for those living in Pukekohe or within a 13 mile radius and 60 minutes' pay for those living in Papakura, Tuakau or beyond the 14 mile radius from the Works. The payment will be calculated as time worked at the appropriate rate for the callout period.

The payments are inclusive of coming and returning to the place of residence.

- 3.9 Overtime following Normal Finishing Time—The provisions of 3.7 and 3.8 above shall not apply to overtime which immediately follows a worker's normal finishing time.
- 3.10 Stand-by—When a day worker agrees to stand-by at weekends or at any time outside his normal hours he shall be paid an allowance of \$10.28 for each week of seven consecutive days, provided, that where the period of stand-by is less than seven days the worker shall be paid \$1.71 per day. The method of calculating pay shall be as described in the 'Call-Out' subclause 3.8 above for all time worked. Such Stand-by will be rostered not more frequently than one week in three.

SHIFT ALLOWANCES

4. Shift workers shall receive an additional sum of \$1.24 for day shift, \$1.50 for an afternoon shift, and \$2.30 for a night shift, provided that the remainder of Clause 4 has been complied with.

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 2.3.4 of this Agreement, then in any week that substitution or replacement occurs he shall be paid the shift allowance for the whole week.

SPECIAL LEAVE

- 5.1 Bereavement Leave—On the death of a wife, mother, father, sister, brother or child paid leave will be granted to cover reasonable necessary absence up to a maximum of three days.
- 5.2 Jury Service—Where a worker is called upon for jury service, the employer shall, upon production of a statement of payment for such service, make up the difference of loss of wages.

MEAL MONEY

6.1. Day Worker—

6.1.1 The employer shall allow meal money at the rate of \$1.06 cents per meal when workers are required to work more than one hour's overtime on any day, Monday to Friday inclusive or after 1.00 p.m. on Saturday or Sunday. Where a worker incurs a reasonable surcharge on a meal by reason of its being Sunday or a holiday, the employer shall refund such extra cost.

If, after having completed his normal day's work, a worker is required to work for more than four and a half consecutive hours' overtime, meal money shall be paid every four and a half hours — that overtime continues provided the worker is required to continue working after the meal interval, and provided further, that the period of four and a half hours may be varied by agreement. In such cases reasonable meal intervals shall be paid for. When working overtime under conditions where a worker cannot obtain a meal without incurring extra travelling expense, the employer shall reimburse such extra expense unless the employer provides the transport required.

6.1.2 The foregoing except for the allowance of \$1.06 cents applies to 'Day Roster' workers working less than four hours overtime.

- 6.2 Shift Worker—When a shift worker is required to work more than nine hours he shall be entitled to a meal allowance of \$1.06 cents at the end of the first nine hours and at the end of each subsequent four hours of work provided that work continues thereafter and provided further that where a shift worker is required to work more than 4½ hours on a rostered day off or recognised holiday he shall be entitled to the meal allowance at the end of the first 4½ hours.

WAGES

- 7.1 The minimum rates of wages for Bricklayers Labourers shall be: \$1.914 per hour.

Incorporated in the rate set out above 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 Labourers employed in the steel works and yard and melting shop of the employer: other than in the special circumstances covered by paragraphs 8.1, 8.2, 8.3, and 8.4 of this Agreement.

- 7.2 Service Allowance—A service allowance shall be paid to all employees coming within the scope of this Agreement, as follows:
- 7.2.1 For continuous service of twelve months or more — 4.6 cents per hour extra.
 - 7.2.2 For continuous service exceeding twenty four months — 1.6 cents per hour extra, making a total of 6.2 cents per hour.
 - 7.2.3 For continuous service exceeding thirty six months — a further 1.3 cents per hour extra, making a total of 7.5 cents per hour.
 - 7.2.4 For continuous service exceeding sixty months a further 1 cent per hour extra will be paid making a total of 8.5 cents per hour.

SPECIAL CONDITIONS PAYMENTS

- 8.1 In the event that Bricklayers Labourers are called upon to work in the Galvanising Line Annealing Furnace on breakdown, or to enter the S/L Kiln to assist Bricklayers with repairs before the kiln has cooled (thirty six hours) but only then with the prior approval of the Iron Plant Manager, or to assist in Hot Patching which requires that they work inside the Arc Furnaces within the 12 hours after tapping, a special allowance as follows will be paid:
 \$3.43 per man per period of up to 4 hours and an additional \$2.29 for any period of up to 4 hours thereafter.
 The spirit and intention of this subclause is the protection of the individual worker and both parties shall co-operate to see that this spirit and intention is not abused.
- 8.2 When the conditions in 8.1 above do not apply and Bricklayers Labourers are required to work inside the Kiln an allowance of 69 cents per hour will be paid for all hours worked.
- 8.3 In the event that a Bricklayers Labourer is called upon to work with a bricklayer on the Boiler or on the Super Heater (Galv. Plant) he shall be paid half ordinary time extra for all hours worked.
- 8.4 In addition to the foregoing allowances a special payment of 8.0 cents per hour shall be payable to all Bricklayers Labourers employed full time in the Steel Plant. Such payment is to cover all those working conditions and operations which can be regarded as being beyond the normal expected duties and which may otherwise attract additional allowances.

PROTECTIVE EQUIPMENT

9. The employer shall:
- 9.1 Supply and clean one pair of overalls per week.
 - 9.2 Supply suitable safety footwear at the rate of one pair per year free of charge to the employee.
 (Any employee issued with protective clothing, footwear, or other equipment shall hand in such issue on being supplied with replacement, or on termination of his employment, or at such other times as the Company may require. The Company may make a deduction from the wages of any employee, who having received an issue to which this sub-clause relates, does not account for it as required. The rate of deduction shall be at the cost of the item not accounted for, after due allowance has been made for reasonable fair wear and tear).

TERMS OF EMPLOYMENT

10. 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

- 11.1 Wages shall be paid out not later than Thursday in each week in the employers time, provided however that if a holiday falls on a Friday wages shall be paid not later than the preceding Wednesday.
- 11.2 Each worker shall be supplied with a statement showing details of his earnings for each pay period and any deduction therefrom.

HOLIDAYS

- 12.1 The following shall be the recognised holidays: Christmas Day, Boxing Day, New Years Day and the day following New Year's Day, Anniversary Day, New Zealand Day, Good Friday, Easter Monday, Anzac Day, the birthday of the Reigning Sovereign and Labour Day.
- 12.2 In the event of a holiday other than Anzac Day or New Zealand 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.

12.3 Rostered Workers—

12.3.1 Rostered Work on Holidays—Workers whose roster covers all seven days of the week and who are rostered to work on a recognised paid holiday shall work as required and shall be entitled to the following:

- (a) An ordinary day's pay.
- (b) Double time rates for all hours worked.
- (c) The worker shall take a day off in lieu of such holiday at a mutually agreed time at ordinary rates of pay. However, in the event that production is stopped for any reason, employees may be directed to take accrued Lieu Days. For normal operating conditions not less than four weeks' notice would be given but for unexpected situations as much notice as possible would be given.
- (d) The employer shall have the right to debit each worker's lieu day entitlement on a day for a day basis should an unauthorised absence be recorded against that worker at any time.

Definition

For the purposes of this subclause an unauthorised absence is any absence not having the prior approval of the Supervisor or an absence for which no acceptable reason has been given not less than one hour prior to the next expected work commencement time.

Further, unauthorised absence will mean work stoppages taken without consultation between Company and Union representatives.

12.3.2 Holidays on Rostered Day Off—When a holiday allowed to the Monday to Friday workers under this agreement falls on a worker's rostered day off he shall be paid an ordinary day's wage or allowed a day off in lieu of such holiday: Provided that time paid for under this provision shall not be counted as time worked when computing overtime.

12.4 Non Rostered Holidays—For time worked on any of the above

holidays in the case of a day worker, or time worked on any holiday falling on a rostered day off in the case of a shift worker or day roster worker, the ordinary rates shall be paid in addition to the ordinary rates prescribed and the worker will take a day off in lieu on ordinary rates of pay at a mutually agreed time.

- 12.5 In no case shall the total payment for time worked on a holiday prescribed in subclause 12.1 of this agreement exceed double time in addition to a worker's ordinary weekly wage.
- 12.6 Workers who are entitled to be paid for the holidays set out in paragraph 12.1 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.
- 12.7 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 12.1 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

- 13.1 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: 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 to meet as far as practicable the wishes of the worker concerned.
- 13.2 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.
- 13.3 Payment for annual holidays shall on the basis of the workers average weekly taxable earnings for the year (or lesser period where applicable) immediately proceeding his annual holiday entitlement provided that the holiday pay does not exceed the worker's ordinary pay plus 30% 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.
- 13.4 After the second year of continuous service five days extra leave will be allowed to all workers. Such days to be granted on a whole day basis with no pro rata entitlement. The basis of payment shall be as provided above.
- 13.5 The Company will fix the dates for plant Christmas shutdowns by 1 June. The men will then select dates for the balance of their holidays, and discuss these with their supervisors, before 30 June. Workers who have not requested holidays by this date, will be allotted holiday times to suit these arrangements.

The Company will allot holidays throughout the year, to achieve an even distribution of absence, and will split holidays for which a time has not been requested to give summer and winter time off. The above does not preclude advance applications for holidays.

SICK PAY

14. (a) After 12 months continuous service a worker shall be eligible in each subsequent year of service for paid sick leave up to a maximum of ten days at ordinary rates of pay. Unused sick pay may be accumulated by carrying forward five days maximum in each year to a total of thirty days.
- (b) Sick pay shall not be paid in respect of any statutory or agreement holiday for which a worker is entitled to full pay.
- (c) Paid absences of one day may be approved by the worker's supervisor.
- (d) Absences of two days or more must be supported by a medical certificate before payment is made.
- (e) Workers shall ensure notice is given to the employer on the first day of absence.
- (f) Workers on return to work after an absence due to sickness must report to the Medical Centre for clearance to work.
- (g) In the event that a prolonged absence occurs individual cases will be handled in the light of their personal circumstances, length of service, etc.

GENERAL CONDITIONS

- 15.1 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.
- 15.2 An obligation shall rest upon every worker employed to wear footwear and apparel suitable for the work he undertakes.
- 15.3 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.
- 15.4 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.
- 15.5 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, or gloves, goggles, or helmets.
- 15.6 Whenever practicable the worker shall be told when he is going to work overtime on the day before such overtime is required.
- 15.7 Suitable protective clothing in accordance with accepted steelworks' practice shall be provided where necessary.
- 15.8 Where subjected to excessively hot conditions salt tablets or suitable alternative shall be supplied daily upon a worker's request.
- 15.9 Where a worker is injured in the course of his employment and is obliged to attend hospital or a specialist medical practitioner for treatment during working hours, such worker shall be paid for time lost on the day of the accident but not more than eight hours.
- 15.10 Travelling Time—Any worker (other than on a call out as pre-

scribed in sub-clause 3.8 of this Agreement) who is required to continue working after his normal finishing time, 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.

For the purpose of this Agreement 'Public Wheeled Traffic' shall mean, buses, trains and ferries ordinarily used by the worker travelling to and from his work.

- 15.11 Where the temperature of the air in a ladle in which the men are required to work is over 48.9 degrees Celcius, the men at work may, without prejudice to their employment discontinue their work until the temperature lowers to 48.9 degrees. Temperature to be measured three feet 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 shall co-operate to see that this spirit and intention is not abused.
- 15.12 On request of the Union Secretary, the employer shall furnish a list of employees: Provided that such lists shall not be required at shorter interval than three months.
- 15.13 On termination of employment, all items on issue shall be returned in reasonable order, and failing return the employer shall be entitled to deduct from any wages due to the worker, the value of those items, fair wear and tear being taken into consideration. Provided that in the event of a dispute the matter shall be dealt with under Clause 17 of this agreement.
- 15.14 It shall be the duty of all workers to make proper use of rubbish receptacles provided and to ensure that the premises of the employer are not rendered untidy by the indiscriminate leaving or casting of food and/or litter.
- 15.15 Where bus services are arranged to run on scheduled routes, from any point to Glenbrook or Mine Site, the cost of these services will be met by the employer.
- 15.16 Tea, milk and sugar will be supplied free of charge by the employer at meal breaks and at rest intervals.
- 15.17 Any worker holding a current St. John's First Aid Certificate will be given a one time payment of \$50.00.

STOP WORK MEETINGS

16. Stop work meetings limited to a maximum of 12 hours each calendar year allowed; within the terms of this agreement reasonable notice of 72 hours will be given and a skeleton crew to maintain production shall be left on duty.

If the notice is not adhered to, the meeting will be unpaid.

DISPUTES

17. Where any new process is introduced, or a substantial alteration in the nature of the work takes place, a paid official 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.

17.1 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—

17.1.1 The interpretation of this instrument; or

17.1.2 Any matter (not being a personal grievance within the meaning of section 117 of the Industrial Relations Act 1973) related to matter dealt with in this instrument and not specifically and clearly disposed of by the terms of this instrument.

- 17.2 Either the workers' union or the employer who are parties to any such dispute may invoke the procedure.
- 17.3 The union and the employer 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, together with a chairman who shall be—
- 17.3.1 Mutually agreed upon by the parties; or
- 17.3.2 If there is no such agreement, either a conciliator or a person appointed by him.
- 17.4 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—
- 17.4.1 Make a decision, which shall then be the decision of the committee; or
- 17.4.2 Refer the dispute forthwith to the Industrial Court for settlement.
- 17.5 Subject to the right of appeal conferred by subclause 17.6 of this clause, the decision of the committee shall be binding on the parties to the dispute.
- 17.6 Any party may appeal to the Industrial Court against a decision of the committee, or any part of that decision. The appellant shall—
- 17.6.1 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
- 17.6.2 Within 7 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
- 17.6.3 Specify in each such notice the decision or the part of the decision to which the appeal relates.
- 17.7 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:
- 17.7.1 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:
- 17.7.2 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: the above procedure is that required by Sections 115 and 116 of the Industrial Relations Act 1973.)

PERSONAL GRIEVANCES

18. Settlement of personal grievances — 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.

- 18.1 The procedure for the settlement of any personal grievance shall include the following:
- 18.1.1 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:
- 18.1.2 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:

- 18.1.3 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:
- 18.1.4 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:
- 18.1.5 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:
- 18.1.6 The employer shall have the right to be assisted or represented before the grievance committee by an employers' organisation:
- 18.1.7 If the matter is not settled by the grievance committee, it shall be referred to the Industrial Court:
- 18.1.8 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:
- 18.1.9 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:
- 18.1.10 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.
- 18.2 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,
 - 18.2.1 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:
 - 18.2.2 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.
- 18.3 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.
- 18.4 In the case of an alleged unjustifiable dismissal, any final settlement, decision or award made under this section may, if it includes a finding that the worker was unjustifiably dismissed, provide for any one or more of the following:

- 18.4.1 The reimbursement to him of a sum equal to the whole or any part of the wages lost by him:
- 18.4.2 His reinstatement in his former position or in a position not less advantageous to him:
- 18.4.3 The payment to him of compensation by his employer.

(NOTE: the above procedure is that required by Section 117 of the Industrial Relations Act 1973.)

UNQUALIFIED PREFERENCE

- 19.1 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.
- 19.2 Subject to sub-clause 19.1 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.
- 19.3 Every worker obliged under sub-clause 19.1 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 19.2 hereof commits a breach of this Agreement.
- 19.4 Every employer bound by this Agreement commits a breach of this Agreement if he continues to employ any worker to whom sub-clauses 19.1 and 19.2 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.
- 19.5 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.
- 19.6 The employer shall give recognition to the worker who is elected by the workers and endorsed by the district executive of the Union as Union Representative in the establishment in which he is employed. Notice of such appointment shall be given in writing by the Union to the Employer.
- 19.7 Union representatives appointed in terms of 19.6 above shall be paid at the appropriate overtime rate for attending meetings outside normal hours if requested to do so by the employer.
- 19.8 Deduction of Union Fees
 - 19.8.1 It shall be a condition of employment that the worker shall pay all Union dues to the employer.
 - 19.8.2 Such dues shall be deducted weekly from the wages of workers and remitted by the employer to the Union at mutually acceptable intervals.
 - 19.8.3 The employer shall supply to the Union in the month of September of each year a complete list of workers names, addresses and starting dates.

19.8.4 The employer shall also supply to the Union, with each remittance alterations to the previous period's list to enable the Union to keep an up to date list of members in the event of a ballot of members being required.

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

UNDER-RATE WORKERS

- 20.1 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 application of the worker after due notice to the Union, by an Inspector of Awards and Agreements, or such other person as the Commission may from time to time appoint for that purpose.
- 20.2 In so fixing the wage the Inspector or other person shall have regard to the worker's capability, his past earnings, and such other circumstances as the Inspector or other person thinks fit after hearing such evidence and argument as the union and such worker offers.
- 20.3 A permit shall be for such period, not exceeding six months, as the Inspector or other person determines and after the expiry of that period it shall continue in force until 14 days' notice has been given to the 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 the Inspector or other person thinks fit.
- 20.4 Notwithstanding the foregoing provisions of this clause it shall be competent for a worker to agree in writing with the president or secretary of the union upon such lower wage as aforesaid without having it so fixed.
- 20.5 It shall be the duty of the Union to give notice to the Inspector of Awards and Agreements every agreement made with a worker under 20.4 of this agreement.
- 20.6 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

21. 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 AGREEMENT

22. This agreement, in so far as the provision relating to the rates of remuneration as referred to in Clause 7 are concerned, shall be deemed to come into force on 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 30th day of June 1975.

In witness hereof the parties hereto have executed these presents on this 8th day of November 1974.

Signed for and on behalf of New Zealand Steel Limited:

G. Hanley, *Personnel Manager.*

Witness to the above signature—A. T. Mitchell, *Assistant Personnel Manager.*

Signed for and on behalf of the Northern and Taranaki Labourers, General Workers and Related Trades Industrial Union of Workers:

W. J. Skinner, *Secretary*.

N. U. Karaka, *Official*.

MEMORANDUM

Associated with the submission of this voluntary settlement was an application pursuant to Regulation 7 of the Wage Adjustment Regulations 1974. This application is sustained and the document registered accordingly.

(L.S.)

G. O. Whatnall, *President*.