



M&C Workers News

JOURNAL OF THE MANUFACTURING & CONSTRUCTION WORKERS UNION

Strike notices trigger request for urgent mediation

One of the changes to the Employment Relations Act that came in to effect in March was the requirement to issue notice of a strike to both the employer and to the Ministry of Business Innovation and Employment (MBIE) prior to the strike commencing.

The law did not specify a notice period but states that one must be given. Legal advice to the union was that 5 minutes notice would comply with the law provided the notice had all the correct information and was sent prior to the strike starting.

Previously strikes were generally advised to the employer before they started and usually came as no surprise. The new law raised the suspicion that it was about trying to stop strike action by making it complicated and subject to penalty in a court for failing to carry out the notice requirements as now in place.

The union has been involved in two strikes under the new law. One strike at Bostik was an overtime ban over a collective agreement. (See

report on page 7) The second strike by Posties was a ban on excessive work demands at the NZ Post delivery branch at Francis Place in Wellington. (See report on page 10)

The strike notice had one common effect. Within a day of it being sent the union was contacted by the Mediation Service of MBIE. They asked if the union was prepared to attend an urgent mediation on the issues that had given rise to the strike notice. In both cases the union responded that it was always prepared to attend mediation, if the employer also agreed to attend.

In the case of Bostik mediation took place after the strike had been in effect for 5 days and was successful in concluding the collective agreement.

The result of the new law appears to be that a strike notice engendering a serious mediation is a useful way to progress negotiations that have to that point failed to make sufficient progress to reach a deal.

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New Zealand Bus loses its appeal against an ERA ruling on the retirement gratuity being paid at 40 hours per week.

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Mars undermines collective bargaining by passing on union wage rise.

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The government has reneged on its health and safety promises made after Pike River.

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Privatisation is on the cards for the US postal service.

School bus drivers win claim on right to take annual leave... page 16



WCT loses retirement gratuity appeal

The Employment Court decided against Wellington City Transport on the meaning of a weeks' pay when calculating retirement gratuities.

When Gloria Daue retired from Wellington City Transport after 33 years service in November 2013, she was entitled to 26 weeks pay as retirement gratuity provided by the collective agreement. However, the company calculated this based on her hourly rate of \$17.76 (the total being \$18 470.40). The Tramways Union objected saying the company should have calculated it based on the greater of the hourly rate or average weekly earnings over the previous 12 months.

\$8111.27 SHORT

The Employment Relations Authority agreed with the Union and said the gratuity should have been \$26 582.17 and ordered the company to pay the balance of \$8 111.77 and 5% interest from November 2013 until payment. The company then challenged that decision in the Employment Court.

In the Court, both the Tramways Union and Wellington City Transport lawyers argued over what a weeks' pay in clause 41 (retirement gratuities) of the collective agreement meant by reference to other parts of the collective agreement and other laws.

COLLECTIVE WAGE RATE

Mr McIlraith, lawyer for the company, said that a weeks' pay meant an employee's rate under the collective agreement for 40 hours per week. This, he said, was the ordinary and plain meaning of the words. If instead, the Union and the company wanted to use average weekly earnings they would have said so, which they did in regards to long service leave.

Ms Kennedy lawyer for the Union and Gloria said that a weeks' pay meant average weekly earnings because drivers do not work a regular 40 hour week. They work according to rostered shifts and are paid overtime rates. Therefore, the Union and the company did not intend that a weeks' pay mean only 40 hours a week.



No bus driver works a 40 hour week. The court said a weeks wages was what is on the pay slip.

While the judge acknowledged both lawyers arguments, he said simply a weeks' pay means what a pay slip records. This was the ordinary meaning of the phrase a "weeks' pay". The judge sided with the Union in saying average weekly earnings was more appropriate in calculating retirement gratuities.

The effect of this decision is that Wellington City Transport may have to pay more in retirement gratuities than they had previously been paying between 2006 and 2013. They cannot just pay 40 hours per week at a standard rate. They have to look at an employee's actual earnings.

From the work front...

Ultraglass eventually complies with mediation settlement

In November 2014, Ultra Glass said it needed to re-structure. The company claimed it was in financial difficulty and it expected a downturn into 2015.

In response to this, it said, among other things, it required fewer polishing machine workers.

Regan, at the time, was (as all Ultra Glass workers technically are) employed as a glass technician. This means that he could work (or Ultra Glass could train him) on any machine. Employers often favour position descriptions like this. It gives them the possibility of making workers do whatever work is convenient for the employer.

Although Regan had worked on the polishing machine, he was

most recently on the furnace. When Ultra Glass made him redundant, there was a position for a trainee furnace operator available. However, Ultra Glass refused to consider finding Regan an alternative position. Worse still, it never gave reasons why it was making Regan, and not another glass technician, redundant.

COULDN'T JUSTIFY

Regan was neither the most recent nor the least experienced. In the circumstances, it was therefore clear that Ultra Glass could not justify its termination for redundancy.

On 29 June 2015, Regan and Ultra Glass settled the matter at mediation. As with all mediations, the details of what the parties dis-



Andrew Hamilton: Lodged enforcement proceedings cussed and the terms of settlement are confidential.

However, by 13 July 2015 it became clear Ultra Glass had not honoured what it agreed to at mediation. Therefore, the Union applied to the Authority for an order forcing Ultra Glass to comply. After this application Ultraglass carried out the mediated settlement.

Delegate notices tax error

Talus delegate Dean Thomas was approached by a member who was concerned that his payslip was incorrect in terms of pay and leave.

On looking into it Dean discovered that the member had inadvertently been given another member's payslip in error.

However, upon returning the payslip to the correct member, Rocky Rapana, Dean noticed that Rocky was paying more tax than seemed normal.

SECONDARY TAX

Dean had the matter looked into and it was discovered that Rocky had been paying secondary tax for the last 5 years. This came about due to the fact that prior to the pre-

vious five years Rocky's employment with Talus was a second job and the secondary tax code was never changed when his job at Talus became full time and his main income.

Dean got Rocky to fill out a new tax form with the correct tax code which gave him an extra \$30.00

per week.

Dean then got Rocky to ring IRD and to Rocky's delight he was entitled to a \$6,000.00 refund. In addition he will receive another \$1,600.00 for the current year. The company then went to all staff and checked that they were on the correct tax code.



Rocky Rapana

Congratulations to Rocky on his wind-fall and a big acknowledgment and thanks to Dean for taking the time to look at Rocky's payslip properly, notice the error and to then ensure it was all corrected and that Rocky received his due amount.

Collective agreement negotiations...

Council backs living wage

Wellington City Councilors have voted 9-5 for a resolution moving them another step towards becoming New Zealand's first Living Wage Council.

Councilors supported a motion to include \$750,000 in the Council's Long Term Plan for extending the Living Wage to workers employed by contractors from 2016.

GOOD NEWS

This is good news for workers at Freemantle where we have a number of members. It will also lift the minimum rate of wages in the Envirowaste collective agreement.

The Council's move follows three successful resolutions since June 2013 supporting in principle becoming a Living Wage Council.

The resolution came to Council after a two month campaign, which mobilised hundreds of Living Wage supporters in faith and com-



Led by the band Brass Razoo, over 200 trade unionists and community supporters of the living wage marched to support the final successful vote in the Council to provide funding for contractor employees to get the living wage.

munity organisations and unions calling for Wellington City Council's commitment to the Living Wage to be included in the Long Term Plan. Supporters packed out

local ward forums, wrote hundreds of submissions, turned up en-mass at the opening of the Council's LTP hearings and made over 20 oral submissions.

Envirowaste bonus scrapped

One of the claims of union members for the Envirowaste collective agreement negotiations earlier in the year concerned the company's bonus scheme.

Members wanted to have the company's bonus scheme amended so that it operated transparently and fairly.

The claim was settled by agreement in the negotiations to create a working party to discuss

how the bonus operated. After the agreement was ratified the working party met. It became apparent in the discussions that the bonus scheme was more trouble than it was worth.

The company proposed the end of the bonus scheme and in return a 40 cents per hour increase in wages. This proposal was discussed by union members. They voted to vary the terms of the CEA and for the additional pay rise instead of the bonus.

SUPPORT FOR CAMPAIGN

Providing the funding is just a start and it will require a lot of work to move the workers employed by contractors to the Living Wage. We have a very long way to go before we achieve our goal of winning the Living Wage for all workers at Wellington City Council.

Living Wage Wellington will be organising to mobilise our communities to demonstrate support every step of the way. The union will continue to support this campaign.

3% on average at Telus

Members at Talus ratified a 12 month term CA for 2015-2016.

The settlement included a flat increase which represented 3% on average, birthday leave (for Union members only) and a half day and full day rate acting up allowance, which previously was paid hourly subject to acting up for 8 hours or more.

The increase was two-fold. All members got .50cph to their paid rate except for those have not completed or refused NZQA training, (who get .10cph), which takes those who do complete it to the

highest rate. There are a small number of members this affects, but along with the requirement to complete the training to level 4 they will be provided the necessary time to do it at work along with tutoring to ensure they succeed.

BACKDATING

The time-frame to complete NZQA is before 31 October, which delegates advise is more than enough time given it will be done in work hours with tutoring. Once successfully completing level 4 NZQA, within the specified time,

those members will be backdated the balance of the full increase to expiry of the old CA.

The coverage of new employees for the first 30 days was retained with strengthened wording that does not refer to the ERA. The savings clause wording was also improved and a no pass on clause added.

Deal long time coming

Members at ENZA have now ratified a settlement which expires 30 October 2015.

Following protracted bargaining over many months, offers to settle were arrived at by way of bargaining. However, on more than one occasion the employer had, without agreement at bargaining, added or deleted wording in the proposed CA for settlement. This included matters such as a requirement to work overtime and deletion of the roster work schedule setting the hours for work. This is the basis for any proposed changes arising out of seasonal fluctuations.

ZERO

As previously reported, the company's initial offer was for a zero increase and multiple changes to the agreement including a 90 day probation period, a requirement to work overtime, and move from salary to hourly rates.

Members' were genuinely considering the employers' claims, but given the employers underhanded

conduct became extremely frustrated and distrustful rejecting all claims and withdrawing their own. Members sought a role over for 12 months with a 2% increase.

1% BACKDATED

Finally, after months of email exchanges and a number of meetings the CA has been rolled over for 12 months with a 1% increase backdated to the expiry of the 2013-2014 CA. This means the union will be initiating in August this year to renew the CA for 2015-2016. Members' are happy to finally settle and look forward, with caution and more awareness, to the next round of bargaining.

The company advised the Union at the last stage of settling that it felt the Union did not act in good faith and had failed to read the CAs provided for settlement accurately which had caused problems. The Union totally rejected any such allegation and advised the employer to "get on with it" and send what had actually been agreed to so we could finalise the CA.

Collective agreement briefs...

Tasman Tanning Members ratified an offer of 2% on wages for a new collective agreement. Agreement was also reached around the use of saliva testing as a first test in the Drug & Alcohol policy. It was agreed the union would draft a drug and alcohol policy to start discussions on the subject with the company.

FORMWAY

A new collective agreement was ratified by members at Formway. It produced a substantial improvement in wages and conditions with a 0.1% pay rise!

The agreement now covers members who were formerly employed by Pacific Wall Coverings. They transferred their employment when Formway took the contracted out work back. The PWC agreement was far less than that which applied at Formway. Formway disputed the right of PWC staff to be covered by the Formway CEA. This issue was resolved by the new CEA to members satisfaction.

MARS tries to undermine collective bargaining

Further to the report on bargaining in the last Union News, production members at MARS Petcare Whanganui have ratified a settlement for a 21 month CA which expires in December 2016.

The two increase options of offer of settlement which were 2.5% from the 16th April expiry, or 2.1% from 01 January, which has always been the traditional application date, were rejected by members. All other aspects of the offer to settle were accepted.

MANDATE

The mandate given to the Unions to settle by members was 2.5% backdated to 01 January, with all other matters agreed, which in-

cluded agreement from management that backdating would not be passed on to non-union staff.

Following a further day of bargaining to bridge the gap of .04 of a percent the company agreed to pay 2.35% backdated to 01 January. Members duly ratified the CA. The newly ratified CA also includes improved/stronger wording in the new employees and no pass on clauses. An at risk good time keeping bonus was also included into the hourly rates.

BACKDATING PASSED ON

Not long after ratification, it was bought to the Unions attention by delegates that the company had passed on the M&C and EPMU negotiated settlement to IEA holders/non-members including back-

dating to the first pay week in January. A letter to IEA holders was sent to the Union office. The letter stated MARS was offering 2.35% based on the fact that it broadly reflects their estimate of the likely inflation over the period of 2015-2016, that it will be consistent with other increases agreed to and that they believe there is a degree of fairness in being consistent.

Aside from the fact that in our view the company has breached the terms of settlement, the collective agreement and duty of good faith in bargaining by passing on the members' settlement. The reasons for this offer to non-members' stated within the letter are vastly different to what the Unions were told at bargaining.

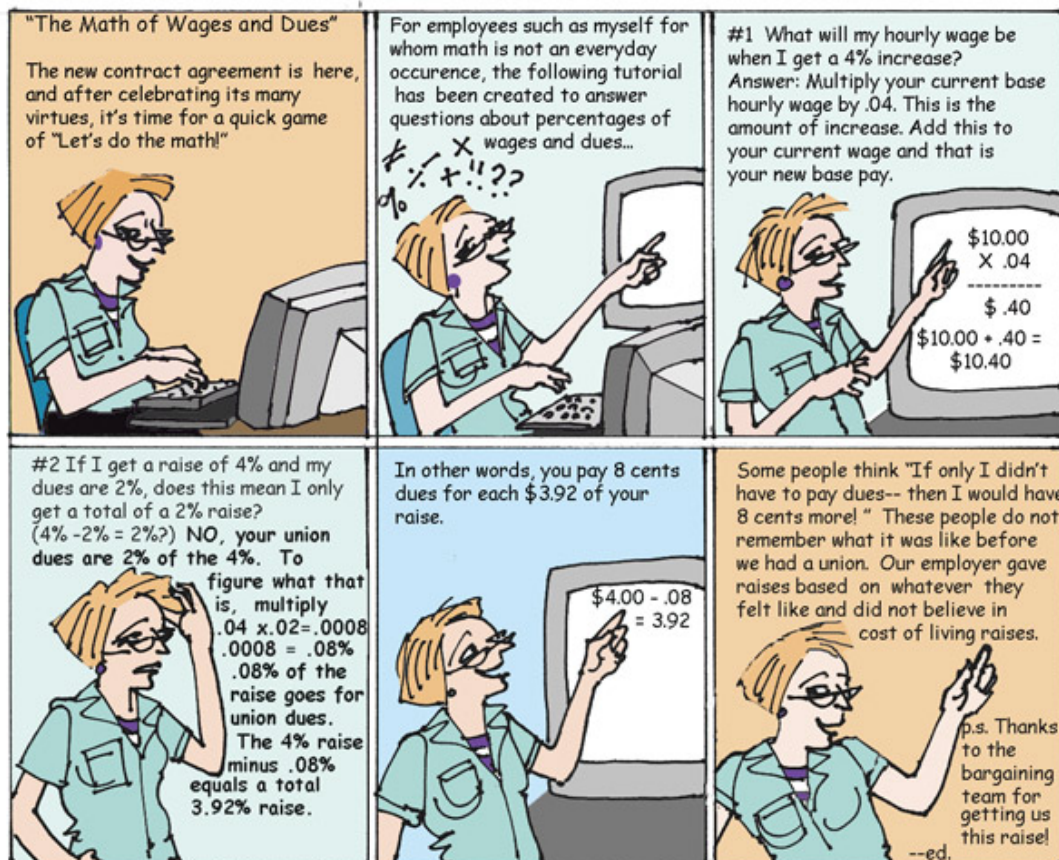
The Unions were told from day one that the company wanted a 3 year

deal, that their top offer was .5%, .7% and .9% respectively, because they currently pay well, the Whanganui plant is the most expensive pouch pet food producer for MARS worldwide, and that cost savings were needed if MARS was to invest further in Whanganui towards full production/capacity.

UNION GOT 2.35%

It was the Unions that bargained towards the final outcome of 2.35% over 21 months and at no time during bargaining were we told that this broadly reflected the

Concluded opposite on page 7



Bostik members stand firm for a better second year

The first offer from Bostik for a collective agreement was rejected by the unions members.

Bargaining had commenced and the company eventually offered a 1.5% pay rise for a 12 month agreement. The bottom two rates in the agreement the company proposed to amend so that the minimum rate in the collective agreement was \$19.25 per hour.

Union members reckoned if the company could afford a 7% increase for temps they could afford more for them. They voted to reject the offer.

MEDIATION

Under the bargaining process agreement this triggered mediation, which had to take place within 3 days. The unions' negotiators had discovered that Bostik paid a start rate of NZ\$26 per hour in Australia and the wage increase there was between 2.8% and 3.5%. The company was pressed in mediation to offer more.

At mediation the company's offer was improved to a 2.5% increase for a 15 month term and a \$150 sign on payment.

The new offer was taken back to members. The majority rejected this offer in a secret ballot.

The meeting then resolved to take strike action starting with a com-

pany's estimate of inflation for the period. If the company wanted to demonstrate fairness through constancy then the non-members should have been presented with the first offer the company made to the Unions which of course non-members could then bargain over.

It is unfortunate that current man-



Bostik: Able to afford a better offer.

plete overtime ban with the action being escalated if required. The meeting also voted to ratify the offer just rejected if it was accompanied by a second year to the term with a 4% wage rise.

The company was handed a strike notice to take effect from the end of the week and told of the members' new position.

When no response was forthcoming the overtime ban went into effect. Because of the low staffing numbers the overtime ban was an effective action to take.

MBIE CALLS

The strike notice prompted a call from the Ministry of Business Innovation and Employment mediation service to see whether the union was prepared to attend mediation of the CEA bargaining impasse.

The Advocate, Graeme Clarke, advised the mediation service that

agement have determined to go down the pathway of trying to undermine the union and the previously good working relationship based on respect, trust and honesty, built up over many years with their predecessors.

Members are understandably very angry and upset with the company for passing on their deal to

mediation had already taken place, but that the union would attend mediation if the company had a new offer to make. He advised that the union members had already put forward a new position from that arrived at in the previous mediation.

NEW OFFER

In the mediation the company made a new offer. After a lot of to-ing and fro-ing the offer was for the first 15 months to be paid at 2.5% with all of the conditions previously agreed to, and for a second increase of 3.5% for a 14 month term and a further \$150 lump sum. The offer was taken back to union members the next day by the union delegates and was ratified.

This negotiation was significant as it was the first strike for the union to take place under the new laws enacted from 6 March, and it was also the first ever vote for a strike at Bostik.

individuals who essentially are freeloading after the company had agreed they would not do that. Accordingly the Unions are pursuing the matter. We have sought a meeting to seek a solution in the first instance for a breach of the terms of settlement, the collective agreement and duty of good faith in bargaining.

Plans to strengthen Wellington Trades Hall move closer

Wellington Trades Hall ownership has moved a further step closer to changing.

An application has been filed with Wellington City Council to split the site with ownership of a building in Marion Street and the rear of the car park going to the EPMU and Maritime Union. This application should be finalised about a month after this edition of M&C Workers News goes to print.



The green totara that will hopefully meet the captions words: This tree was planted in memory of Ernie Abbott, trade unionist, murdered in the bombing of the Wellington Trades Hall, 126 Vivian Street, on 27th March 1984. The struggle for justice, equality and a peaceful world, which Ernie believed in, was not deterred and like this tree will continue to grow and achieve its full height.

In return for getting a share of the site from Wellington Trades Hall Inc the EPMU and Maritime Union will quit their membership and agree to change the rules of Wellington Trades Hall.

The rule change will give unions that are resident in the Trades Hall the power to make all major decisions with regard to its future.

PROCEEDING

While waiting for the finalising of this agreement work is proceeding to catch up with deferred maintenance and to earthquake strengthen the building.

Earthquake strengthening is expected to start in January 2017 at an expense of \$200,000.

The current earthquake strengthening plan is to put a

new shear wall at the entrance of the building and structural steel under the first floor at the ceiling of the Vivian Street facing shops. The shear wall will have foundations 15 metres deep. It is the current soil classification requiring a foundation depth of 15 metres that stops the Trades Hall being earthquake compliant.

TREE PLANTED

Also on the to do list for Trades Hall was the planting of new tree to commemorate the bombing of the Hall in 1984 and the murder of Ernie Abbott.

The first tree planted was a kauri. Being outside of its climate zone it did not survive in the harsh and exposed site. The wording of the plaque - authored by prominent Wellington trade unionist Pat Kelly - required a tree that would grow to a significant height. The kowhai trees currently on the site did not meet that requirement.

Wellington City Council agreed to plant a green totara, a species that was once very common in the lower North Island. The planting took place in July to give the tree the best chance of growing to its full height as intended.

LEGAL LINKS

The "Delegates" section of the union's website has now been upgraded to provide legal advice.

Using the delegates page a union delegate can use a link to any current industrial legislation. Eventually a link to Employment Court cases will also be added. The site can also be used to contact the union's national office for an answer to a legal employment question.

A delegates user name will be their email address. A password will be supplied via their district or industry council office on application.

“Solidarity, Democracy, Monopoly” - new members educational dvd now available

The union's educational dvd on union principles - “Solidarity, Democracy, Monopoly” - has been completed and is now available for current and prospective members.

The dvd is filmed around a lockout at Mitsubishi Motors in Porirua in 1994, and a speech by former General Secretary Graeme Clarke.

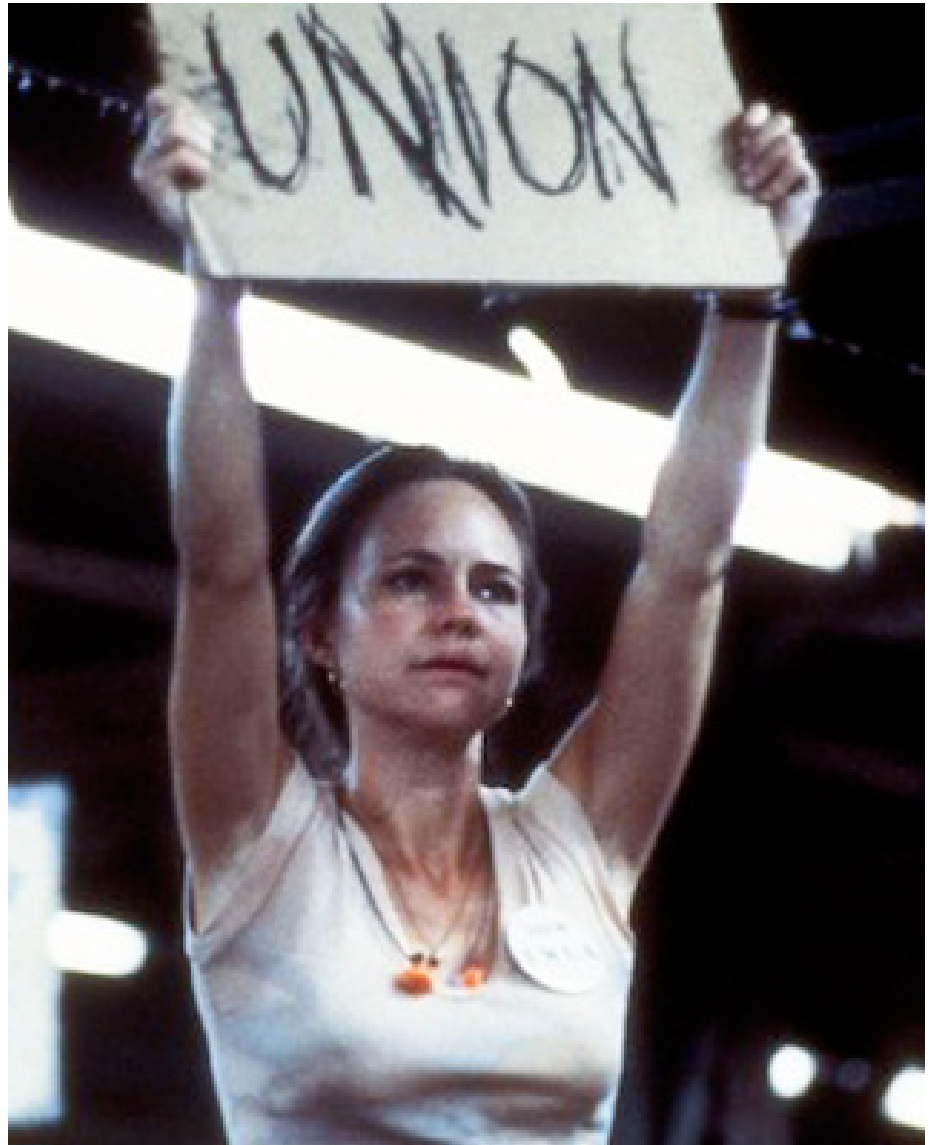
The speech and lockout are interspersed with scenes from some classic Hollywood movies, “Fist”, “A beautiful mind” and “Norma Rae”.

EVERYONE IS NEEDED

“Fist” is a story loosely based on the life of US trade unionist Jimmy Hoffa. It shows union organising of new members, and a segment where the lead character, Johnny Kovak, explains why every truck driver should join the union.

The film “A beautiful mind” is about the Nobel prize winning mathematician John Nash. It shows the moment where he came up with the mathematical theory that proved solidarity, people supporting each others' wishes, produces the best result for all. The professor in the film states that Nash has proved that 200 years of economy theory, “every man for himself” produces the best result, pushed by right wing politicians who oppose unions, is wrong.

The final clip is from the film about Norma Rae who helped to organise a cotton mill in America's south. In the scene shown she



Actress Sally Field playing Norma Rae - when threatened by security guards for union organising she holds up the sign “union” and her workmates respond by shutting down their machines.

stands on her work bench holding a sign with the single word “union”.

WORKERS HAVE THE POWER

One by one her workmates shut down their machines until the only sound left is the gentle hissing of compressed air. The scene shows that workers collectively have the

power to change their lives.

The dvd has been distributed to districts and industry councils. Members who want to see it can ask for a disc from the union's national office. It is intended to put the video on the M&C Union website so that it will be available on the internet.

Health & safety...

New law to be weakened

The government has moved to water down the Health and Safety Reform Bill as it moves through Parliament.

The key changes to the new law is to reduce health and safety requirements for small businesses. A small business is one that has less than 20 employees. If it is in a low risk sector then it does not have to have a health and safety worker representative in the proposed change.

The bill does not say what a low risk sector is. This will be set out in regulations that will be enacted

ed apart from the new law. Regulations, being decreed by Cabinet



The weakening of the law was protested outside Labour Minister Woodhouse's office.

net, provide less opportunity for change if the politicians get it wrong.

CHOOSING REPS

The new law also appears to provide the opportunity for an employer to choose health and safety reps instead of having them elected as currently required.

The right of a health and safety rep to order unsafe work to cease where there is a serious risk has been "clarified". Now this power is to be exercised in conjunction with WorkSafe NZ to resolve the issue as soon as practicable.

Strike laws now undermine safety

The requirement for written prior notice of a health and safety strike is bad law.

The Postal Workers Union of Aotearoa found that the new law makes it nearly impossible to conduct a genuine health and safety strike lawfully.

STRESS

Union members at the Francis Place Delivery Branch found that the arrangements and lack of adequate training for NZ Posts switch to alternate day delivery was imposing excessive stress and workloads on a number of Posties in the branch. This workload pressure had caused a number to take time off sick, apply for redundancy, and consider resigning their employment.

When the situation was discussed by union officials with management the company had no plans about how to deal with this situation. The union suggested that no mail be delivered after 4.00pm.

The company refused to consider this. A meeting of Posties in the branch was held and a health and safety strike was proposed by Graeme Clarke. There was no dissent from this suggestion.

The PWUA had attended the meeting with management with no prior intention of organising a strike, expecting the company to deal with the problems in a mutually agreed way. When the company failed to do this the union had to respond to the problem. But it did not have a ready prepared written strike notice, it didn't have ballot papers to conduct a secret ballot, it didn't have a list of current branch membership.

TECHNICAL BREACH

For technical reasons the strike failed to meet the requirements of the Employment Relations Act as they now are.

Graeme Clarke said to *M&C Workers News* that if the new law applied at Pike River, and if



Graeme Clarke says the notice for health and safety strikes is bad law.

a union official had been visiting members at the coal face and noticed that the methane level was too high, unless he came equipped with secret ballot papers, a list of current members and a strike notice form, to comply with the law he would have had to leave members working. And prior notice of the strike would then still required. "What a silly set of laws," Graeme says. "If needs must these laws should be ignored."

Privacy concerns with drug test forms

The Union is concerned that the NZDDA (New Zealand Drug Detection Agency) can disclose drug test results to parties other than the employer. It urges members to strike out part of the consent form before signing.

The Standard NZDDA form has a part about informed consent as shown below.

The problem is that the second to last paragraph allows NZDDA to disclose the results to "any client/customer of my employer/prospective employer".

INFORMATION USED WIDELY

This allows NZDDA to use the information much more widely than what members are expecting, which is that simply the employ-

er is testing for drugs. Members don't expect customers of their employer to have access to their drug test results, however, as it currently stands this is possible and perfectly legal.

WHAT TO DO BEFORE SIGNING

Before signing a NZDDA drugs test consent form, the Union urges members to cross out, before signing, the part of the form allowing NZDDA to disclose the information to parties other than the employer, as shown below.

This ensures that all you are only



agreeing that NZDDA discloses the information to your employer/prospective employer.

CHECK YOUR CONSENT

This is a timely reminder that when you provide personal information to another party, it can only use it for the purposes you gave it to them. It is important to check what purposes your agreeing to when signing forms.

This is the NZDDA form that you may be asked to sign.....

<p align="center">INFORMED CONSENT: COLLECTOR TO READ AND EXPLAIN IN LANGUAGE UNDERSTOOD BY DONOR</p> <p>I consent to undergo a drug test(s) and or breath alcohol test, to be undertaken by The New Zealand Drug Detection Agency (NZDDA).</p> <p>I acknowledge this is for the purpose of determining whether I have levels of an illicit drug(s) or any misused prescribed drugs, or legal designer drug(s) present in my urine and or oral fluid, or determining whether I have any level of alcohol in my breath.</p> <p>Results of the drug test(s) and or breath alcohol test will only be used for the purposes for which it was obtained, as set out in my employers Drug and Alcohol Policy.</p> <p>I undertake to advise the nominated collector conducting the test(s) of any medication that I am taking. I also certify that I will not adulterate or attempt to cheat either of the tests and that the information provided on this form is true and correct with proof of identity.</p> <p>I understand that a refusal to sign this form and undergo a drug test(s) and or breath alcohol test may be regarded as serious misconduct.</p> <p>In the absence of a reasonable explanation it is likely to result in disciplinary action or any offer of employment withdrawn.</p> <p>I consent to the results of the drug and or alcohol test(s) being communicated confidentially to my employer/prospective employer/employer's authorised personnel, and any client/customer of my employer/prospective employer who requests that such results be provided to them.</p> <p>I have read or had explained to me and understand the terms of this consent form.</p>		
Donor _____	Date _____	Time _____

.....this is how you amend it

<p>I consent to the results of the drug and or alcohol test(s) being communicated confidentially to my employer/prospective employer/employer's authorised personnel, and any client/customer of my employer/prospective employer who requests that such results be provided to them.</p> <p>I have read or had explained to me and understand the terms of this consent form.</p>		
Donor _____	Date _____	Time _____

**Wellington Branch
Manufacturing & Construction
Workers Union**

ANNUAL GENERAL MEETING

WEDNESDAY 23 SEPTEMBER 2015

1.00pm

**At Trades Hall 126 Vivian Street
Wellington**

Business

- *Minutes of last AGM*
- *Matters arising*
- *Secretary's report*
- *Financial report*
- *General business*

George Larkins

Wellington District Secretary

NZ Bus' frivolous claim thrown out

In a recent Employment Relations Authority decision a Tramways Union's claim was held to be a legitimate one for investigation.

Recently NZ Bus has introduced a new vehicle inspection, which has doubled the time taken by drivers to complete their vehicle inspections.

UNPAID WORK

NZ Bus wanted drivers to perform the longer inspection using the existing pay provisions. These only paid drivers for a 10 minute inspection. Therefore, the Union said part of the work was unpaid. NZ Bus denied this and said the

extra time for the inspection could come from sign on time.

FRIVOLOUS CLAIM

The Union's initial claim was denied because it asked the Authority to vary the Collective to pay the drivers extra. The Union amended the claim to ask for something the Authority could give them.

In response to amended claim, NZ Bus claimed the Union was making frivolous claims and tried to have the claim struck out. Essentially they said the Union was just 'having a go'.

The Authority disagreed and said that the Union's claim had no errors of law.

**Furniture
Manufacturing
& Associated
Workers Union
ANNUAL
GENERAL
MEETING**

**Wednesday 23
September 2015**

1.00pm

**At Trades Hall
126 Vivian Street
Wellington**

Business

- *Minutes of 2014 AGM*
- *Matters Arising*
- *Secretary's report*
- *Financial Report*
- *General Business*

*Monica Tukaki
Secretary*



NZ Post breaches collective agreement

The PWUA says that new Integrated Delivery Agent Mobile Phone Policy violates the Collective Agreement.

The PWUA has forced NZ Post to reconsider a new IDA (Integrated Delivery Agent) mobile phone policy after it tried to sneak the policy in through a team meeting. New IDA policy

CONTRACT CHANGE

On Friday 3 July 2015, posties, at a branch in New Plymouth, where NZ Post is trialling the IDA program (posties who deliver both mail and parcels), signed the team meeting sheet as they normally do to show their attendance. However, the sheet that day had an addition that said posties were agreeing that they had received and understood a mobile phone policy.

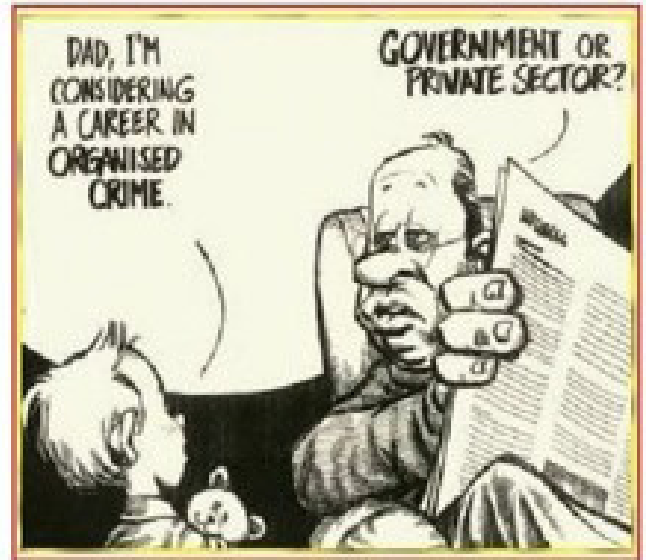
NZ Post wants IDAs to leave their mobile phones on until 5p.m. Monday – Saturday. The purpose of this was so customers could call if they had issues with their parcels. It had been previous practice

with courier agents and NZ Post had promised customers it would continue with IDAs. In exchange, it would pay IDAs a yearly allowance of approximately \$10.00.

Violation of the collective agreement Understandably, Posties were upset that they had to be available for work well past when they actually finish and

that all they would receive nothing extra since the \$10.00 allowance was merely the existing mobile phone allowance for all posties. The agreement provides this allowance only for reason of giving posties a link with their branch for their health and security.

The PWUA told NZ Post that it has to pay the IDAs a standby allowance. When the Posties leave their mobiles on because they may have to answer customer ques-



tions, they are unsurprisingly on standby.

Further as this policy imposed a significant obligation on posties by extending their hours of work, NZ Post was required to consult with the PWUA before implementing it.

TRICKY

However, they chose to try to trick posties into agreeing to the policy. This is was not the ac-

tions of a company acting in good faith. Further consultation required Eventually the PWUA was able to convince NZ Post that the policy as it stands would extend to any future IDAs.

Instead, NZ Post will now do what it should have originally done and work with the PWUA on a policy that is more appropriate.



New electric vehicles have been purchased for the Integrated Delivery role

International news...

Politicians create financial crisis for US Post to justify privatisation plans

In the past decade, the United States Postal Service (USPS) has closed almost 200 mail handling facilities nationwide in an aggressive effort to do away with and eventually privatize an institution that is older than the country itself.

82 more facilities are on the chocking block nationwide this year, and barring community outrage will not be replaced. The rationale used by those leading the attack is that the USPS is losing money. In fact it is a huge money maker, with operating profits in 2014 of \$1.4 billion.

FINANCIAL PROBLEM

What has caused USPS's financial

problems is the 2006 Postal Accountability and Enhancement Act (PAEA), an unprecedented law, pushed through by politicians who serve the wealthy top 1%, requiring pre-funding of health benefits for USPS retirees for 75 years.

\$5.5 BILLION

The yearly tab for this monstrosity is \$5.5 billion; no other agency or corporation is required to do anything remotely like pre-fund health benefits for 75 years. Politicians be they Republican or Democrat have rammed through the PAEA with its sole intent to destroy projects that serve the common good, especially hugely successful ones like the Postal Service.

The large scale elimination of facilities has had the predictable

result of increasing costs because of the greater distance mail must travel, fewer facilities have also resulted in skyrocketing overtime for letter carriers unable to complete their routes in eight hours and longer commutes for workers who can be transferred as much as 50 miles with no appeal or recourse.

The same rocket scientists who got rid of these facilities hail themselves as fiscally responsible and attack the USPS as inefficient.

Over one hundred thousand good paying USPS have been lost as a result of the privatization efforts and virtually all new hires are temps whose benefits and wages are lower than regular workers.

MORE EXPENSIVE

Those who delude themselves that the heavily subsidised "private sector" can do a better job should be careful what they wish for. UPS, FedEx and other private companies are more expensive than the USPS and less efficient.

The attacks on USPS and closures seem eerily similar to what is happening to NZ Post. Service is scrapped in pursuit of higher profits.

The maneuverer of pre-funding health benefits is similar to the requirement imposed by National on ACC to pre-fund all insurance claims. This requirement was imposed to argue that ACC was broke to justify privatisation. The ruse only fell apart because the government needed ACC's huge financial reserves on its books to close its financial deficit during the global financial crisis of 2008 - 12.



US postal workers demonstrate to keep mail processing facilities open. Closures have slowed down the delivery of mail.

Bad trade deal close

New Zealand needs to be ready to walk away from the Trans Pacific Partnership if it doesn't deliver. There are ominous signs.

After surviving the byzantine procedures of the United States Congress the TPP negotiators from 12 countries are working feverishly to close the deal over the next couple of months.

US President Barak Obama has thrown the last of his political capital behind the deal, to the consternation of his own party. Japanese Prime Minister Shinzo Abe has suggested he's willing to kick against the agricultural interests that have kept in place big farming subsidies in his own country.

DELIGHTED

Trade ministers from all countries are delighted. "It's show time", NZ's Tim Groser said. He should make it clear that New Zealand will only sign up to the deal if it's plainly a good one. That means meaningful access to new markets where New Zealand exports are likely to succeed. It means serious wins like those that came with the free-trade deal with China.

It also means refusing to throw out New Zealand institutions to feed hungry demands of American big business. Sadly, that appears to be real possibility.

A leaked TPP chapter shows the US pushing as hard as ever for new rights for pharmaceutical companies. Pharmac, New Zealand's economical drug-buying agency is a special target. Doctors without Borders calls the TPP "the worst ever agreement in terms of access to medicines".

The government says it won't let Pharmac be gutted. It must hold to



that or drop the TPP. No tariff cuts would make up for it.

Equally worrying are the TPP's "investor-state dispute settlement" mechanisms. These give big companies a new forum to sue governments that pass laws they don't like. They need to be dropped from the TPP.

25 YEARS TOO SOON

Economist Gareth Morgan says we can't expect gains without bringing anything to the table. The problem is that New Zealand already gave away most trade protection 25 years ago and has little left – so making sacrifices now seems to be hacking at our sovereign rights.

Trade is a positive force that has helped raise living standards and lift millions out of poverty around the world. Many trade deals have been huge positives for New Zealand, even if painful for particular sectors.

Yet the TPP seems to be as much about stomping on valid local regulations as it does about stripping away trade protections. New Zealand has to be clear about the difference.

"It's the same the whole world over..."

Unions have been legal in Myanmar for three years. Recently the unions have negotiated the first ever minimum wage with the government and employers. The wage applies to businesses employing 15 or more staff and is NZ\$4.85 for an 8 hour day. This is higher than the minimum wage in neighbouring Bangladesh.

BARGAINING RIGHTS

Workers Panama's beer and soft-drink subsidiary of global brewing giant SABMiller, have been on indefinite strike since July 10 over basic trade union rights.

Negotiations deadlocked over the company's insistence on negotiating with only one of the two unions which wanted joint negotiations.

ARRESTED

Esmail Abdi a leader of the Iranian Teachers Trade Association was arrested on 27 June following his attempt to obtain a visa to attend the 7th Educational International World Congress in Ottawa, Canada in late July.

GFA RENEWED

Belgian chemical company has renewed its global framework agreement. The new agreement contains enforcement and safety provisions for the first time and also a global bonus worth \$650 per employee.

Tranzit must pay for annual holidays

In a recent decision, the Employment Court found that two Tranzit school bus drivers completed 12 months continuous service and therefore were entitled to annual leave. In doing so, it created new law on the meaning of unpaid leave.

When Tranzit denied union members Paul Morgan and Pamela Schofield annual leave in 2013, its reasoning must have mystified them. It claimed that they had not completed 12 months continuous service. This is despite the fact that they had been at Tranzit since 2001 and 2011 respectively.

The company said that school holidays (approximately 4 weeks in January and 2 weeks in April, July, and October) were unpaid leave exceeding 1 week. This meant the school holidays were not included in calculating continuous service.

QUESTION OF LAW

The members brought the issue to the Employment Relations Authority, however, they sent the matter to the Employment Court as there was an important question of law to answer. That was “whether or not [Paul and Pamela] have met the requirements of completing 12 months continuous employment to entitle them to annual leave”.

Essentially the issue was whether the school holidays were unpaid leave. If they were then Paul and Pamela were not (and never could be) entitled to annual leave. If

school holidays were not unpaid leave they would be entitled to annual leave.

Tranzit’s lawyer, Mr Gould, said that during the school holidays Paul and Pamela were not required to work and were not paid. Therefore, it was unpaid leave.

In contrast, Mr Cranney, the union’s counsel for Paul and Pamela, said

that like all employees “their employment conditions stipulated periods when they were required to work and when they were not required, and school holidays fell within the latter category”. School holidays are the equivalent of Saturday and Sunday for an ordinary Monday to Friday worker. Therefore, it was not unpaid leave.

NOT UNPAID LEAVE

In resolving the dispute on the meaning of the word “leave”, the judge first turned to the dictionary. Leave means leave of absence, which is permission to be absent from employment. Combining this with an Australian case, the judge concluded that leave in this context means “absence from work by permission or pursuant to provisions in the relevant employment agreement or the Act itself”.

Therefore, the judge agreed with Mr Cranney’s analogy of the “ordinary Monday to Friday employee who is not on leave during the weekends. Paul and Pamela were



Tranzit has failed to allow school bus drivers to take annual leave on pay for many years.

not on unpaid leave as they did not need permission from Tranzit to be absent from work during school holidays and nothing in their collective agreement said school holidays were periods of leave.

COMPLIANCE ORDER

The Court agreed to a compliance order requiring Tranzit to give the two drivers annual leave. The decision raises questions about the previous entitlement to annual holidays that the company had failed to grant. It also raises the prospect that for the first time public holidays at Christmas and New Year will have to be paid to school bus drivers. Previously Tranzit had refused to pay these because they claimed the drivers concerned were not entitled to an annual holiday on pay.

With no annual holidays taken, in one case since 2001, there is either a considerable amount of paid holiday owing, or a considerable sum of back pay required if the time previous taken off as unpaid is converted into annual holidays.

Issue number 105 of “M & C Workers News” was prepared by the National Office of the Manufacturing & Construction Workers Union.

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