



M&C Workers News

JOURNAL OF THE MANUFACTURING & CONSTRUCTION WORKERS UNION

Trade union principles will stop history repeating

Important negotiations are taking place now that will help decide the future of employment in public transport.

As reported on page 4 negotiations for the NZ Bus collective agreements in the Wellington region are taking place against the background of changes for tendering for the work by private companies. In Auckland the first tenders saw the work going to the cheapest tenderers who paid the lowest wages.

Competition for work drives down wages. It happened in 1990, and it will happen again unless workers combine to stop it. Competition in the labour market is the root cause of poverty in working families. The lack of trade union principles is the greatest impediment to combatting poverty.

On pages 8 and 9 the impact of poverty on our children is outlined. A campaign to reintroduce service pay as a bridge between poverty

wages and a living wage, to end poverty in working households, is suggested, along with promoting the trade union principles required to make that happen.



Go Wellington lockout 2008: by staying united the union achieved a wage boost with no clawbacks

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NZ Bus negotiations grapple with the impact of a new tendering system which portends a return to the wage cutting of the 1990s.

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Urgent compliance order against NZ Post for failure to consult

The Postal Workers Union (PWU) has sought an urgent compliance order in the Employment Relations Authority (ERA) regarding NZ Post failure to consult with the PWU regarding the use of Paxter vehicles.

While NZ Post has been conducting confidential meetings with a small group of union officials (the Delivery Working Group and Network Working Group) the posties directly affected by NZ Post's introduction of the Paxters and corresponding changed rosters have not been consulted.

BREACH OF CEA

The collective employment agreement (CEA) requires that NZ Post consult with the PWU.

In particular NZ Post management promise to consult directly with people who are affected by proposed changes. This includes circumstances where a piece of technology is introduced that significantly alters the nature and de-

gree of skills required.

Nevertheless, without consultation, NZ Post purchased the Paxters which will lead to a change in the operation of the postal delivery service as posties would no longer walk, cycle or motorcycle. It will also impact rosters. Working days will become fewer but longer

SECRECY

Prior to the introduction of the Paxters NZ Post had merely met with several union official to discuss the introduction of the Paxters. The officials were advised that all discussions about the issue

are confidential and not to be discussed with affected members. In the PWA's opinion this breached the CEA.

COMPLIANCE ORDER

Therefore the PWU sought a compliance order in the ERA that NZ Post properly consult affected members. Members felt that in addition to changes to the way work is done, there are a number of safety issues such as heavier steering and longer reach for breaks. Also there are issues on the Paxter being too large for use on footpaths.



Small vehicle causing big issues - PWU and NZ Post are at odds about the safety and effectiveness of the new Paxter vehicles.

From the work front...

Dispute with Viridian Glass over unjust dismissal settled

The Union settled member Wayne Brassington's unjust dismissal from Viridian Glass at mediation, which highlights many things employers do wrong when dealing with accusations of bullying.

How should an employer deal with accusations of workplace bullying and abusive behaviour? On the one hand, it is a serious issue that should be dealt with quickly but on the other hand, it is easily made accusation that requires at least some investigation by the employer. In the Wayne's case, the company did almost everything wrong.

HOW NOT TO DEAL WITH A COMPLAINT OF BULLYING

When a complaint was made against Wayne, his employer responded by simply accepting the complaint as true and that it amounted to bullying. It then followed that by inviting Wayne to a disciplinary meeting.

No explanation of wrongdoing

At the meeting Viridian made a number of mistakes. First it never raised with Wayne what about his one exchange with the complainant constituted bullying. This limited Wayne's ability to respond.

Limited ability to respond

It may not have mattered that Wayne was not told what was bullying because the employer refused to let him tell his side of the



Viridian's actions in dismissing Wayne were far from transparent and clearly were both unfair and unreasonable.

events. Instead they continuously interrupted him with their opinion on the matter.

Use of expired warnings

The employers version of events that it repeatedly insisted on was that this was simply a continuation of previous disciplinary matters. Yet many of these had never been raised with Wayne. Regardless all the warnings given had expired.

Summary execution

After a very brief meeting the employer adjourned for only 15 - 20 min before coming back with a preliminary decision to dismiss Wayne. This further showed a lack proper consideration and investigation into the claims. It was not enough time to make a decision with such serious consequences.

No clear reason for dismissal

At the final decision to dismiss the employer refused to consider alternatives to dismissal. It merely reiterated its belief that Wayne was abusive. It was however not made clear whether it was pattern

of behaviour or a single incident. The employer had gone back and forth on which one it was.

TARGET ON HIS BACK

You certainly cannot be forgiven for suggesting that the employer was out to get Wayne. The way it came out at him suggested that the employer wanted to end the employment relationship. In fact, it was evident during the dismissal that any further complaints after July 2014 would be treated as serious misconduct. This demonstrates how the employer did not understand that they have carry out an investigation into complaints and not merely predispose themselves to a particular outcome.

SETTLED AT MEDIATION

The Union was able to file a dispute in the Employment Relations Authority and get the matter referred to mediation. Wayne and Viridian then settled the matter to Wayne's satisfaction.

Collective agreement negotiations...

Bus negotiations set scene for bargaining under competitive tendering

Regional negotiations for NZ Bus subsidiaries were conducted during February. As *M&C Workers News* goes to print the employer has made an offer that will be reported on to an all up membership meeting.

While there are three separate agreements, for Go Wellington, Valley Flyer and Runcimans, they are all negotiated jointly as part of the unions' attempt to move towards standard wages and conditions.

TENDERING

This year the bargaining took place in the context of a new round of tendering for public passenger work. In Auckland this new round has already seen NZ Bus lose work to other operators who have undercut NZ Bus. Half of the cost of op-



The Wellington Regional Council's decision to scrap trolleys has undermined the advantage for tendering for work that Go Wellington formerly had creating certain loss of work in the tendering process that commences in April 2016.

erating a public passenger service is wages. Competitive tendering tends to favour the operator that pays the lowest wages.

In 1991, the last time serious competitive tendering took place

in Wellington, bus drivers took a drop in wages of nearly \$2 per hour while electing to retain all penal rates. Since then the union

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Settlement of flat rate issue proposed

An important issue in the Workshops section of the Go Wellington CEA was the flat rate.

The company had created a flat rate for 4 former union members. The company had insisted, untruthfully, to do this they could not be union members. In return for a higher wage rate they gave up many conditions and penal rates contained in the CEA.

Those who created this flat rate agreement had been day workers. In return for their flat rate they agreed to be shift workers cover-

ing the whole week and any time a bus operated. Their hours could be changed permanently on 5 days notice.

\$250,000 ON WAGE BILL

When the rates agreed by those 4 were applied to shift workers (the majority of staff and who all remain with the union) the potential flat rate added \$250,000 to the company's wage bill. This was according to the company in CEA negotiations.

The plan behind the flat rate on the company's side was to have

enough workers working 7 days a week if required, at any time. This would eliminate all overtime and weekend work thereby cutting the company's wage bill. The company's failure to get more than 4 to accept such hours of work arrangements has meant that its wage bill would blow out if their flat rate were applied to all workshop staff with the existing hours of work in the CEA.

In return for a more modest flat rate the union offered to write in protection for members concern-

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has successfully recovered the lost wages and the penal rates and control of work life balance is the envy of all other drivers.

The offers made by NZ Bus reflected this environment in which they expect, as the highest payer, to lose work to competitors.

The wages offered ranged between 1.3% per year for a three year term, or 1.9% for a one year term.

18 MONTH TERM

The unions opted for an 18 month term with the wages and allowances increased twice during the term. The term agreed will see the CEAs expire by July 2017. This is shortly before any new operators start their services. The unions' objective is to see the next round of negotiations for the entire Wellington region take place at the same time. To assist in the next round of bargaining a priority was put by the union on a subsequent parties provision. This provision means that any new operator can join the NZ Bus collective agreements thereby

in effect agreeing not to compete based on wages rates. The unions will ensure that any potential operator who bids for work in Wellington know that they will face claims to match the prevailing industry wage rates and conditions. The Wellington Regional Council before the CEA bargaining was completed was alerted to this union stance.

Some important minor conditions were also agreed in the negotiations. The improvements included no split shifts on weekends. This is the current practice in Wellington but was not excluded by the CEA. At Valley Flyer this meant the elimination of split weekend shifts.

7 DAYS

Applications for annual leave must now be responded to within 7 days.

A higher duties allowance was agreed for Shiftmen who now have responsibility for closing up the premises in Wellington.

However, most union claims added cost, and being the highest payer NZ Bus did not want to add to its wage bill by improving conditions.

EXTRA WEEKS LEAVE CLAIM

An effort was made to get Valley Flyer and Runcimans up to 5 weeks annual leave after two years service, in line with Go Wellington. The unions proposed a lower wage increase across all three companies to share the cost of the extra holidays. It was important to the unions to try and lock in an extra weeks holiday at NZ Bus to try and make this a prevailing industry standard in 2018.

The company would not accept such a proposal still requiring a lower wage rise at Valley Flyer and Runcimans for this change..

Such issues will be on the table in 2018 when all the new operators have started and, hopefully, are involved with the unions in CEA bargaining.

NZ Van Lines fails to negotiate in good faith

Negotiations with NZ Van Lines were meant to be completed by early February. The company, however, continues to fail to meet agreed deadlines.

The unions (First and M&C) put an amended position to the company in January. This proposed the introduction of service pay and 4 work grades. The bottom grade would have a top potential pay rate of \$19 per hour after 10 years service. For the highest Grade the 10 year rate would be \$24.75.

The new proposed pay system would have a review of performance to determine if a performance extra was added. The extra

for performance is 75 cents per hour (this is included in the \$19 and \$24.75 quoted above).

There are definitions for each of the 4 grades proposed.

The company has been told "you have a legal obligation to conclude

the bargaining in a timely manner and a defence of not being able to do so because of work commitments isn't a valid legal reason to continue to delay the finalisation of the process." As we go to print there has been no reply.



NZ Van Lines: The company has failed to deliver on time in CEA negotiations

Unions combine for negotiations

Negotiations for the NZ Post collective agreement started off on 25 February with a discussion over the bargaining process arrangement. Negotiations are set down for 8 days during March.

These negotiations will be the first in over 20 years to combine the unions. Previously the EPMU

has negotiated separately rejecting the attempts of the Postal Workers Union of Aotearoa to forge a combined union bargaining unit.

NEGOTIATIONS PIVOTAL

This time round the negotiations are pivotal for the future. The company has a huge log of claims aimed at whittling away long established conditions and introducing a new integrated delivery system for both mail and parcels.

The integrated delivery system will see mail and residential parcels delivered by electric vehicles. There are huge issues attached to this concept which is being trialled in New Plymouth.

The combining of parcel and

mail delivery and the use of electric vehicles is supported by the union. But the company has failed to carry out its obligation to consult with employees about the new system.

The PWUA believes that the vehicle chosen by Post for the job, the Paxter, cannot be used safely in New Zealand if the current work processes are also employed.

The company wants to buy fewer vehicles by increasing the hours of work to a 4 day 9 hour roster. Such a roster when coupled with 6 day delivery and unlimited compulsory overtime also demanded by Post is unsafe.

The new vehicles also are unsafe for direct transfer from the vehicle of mail to the delivery point. Experience in New Plymouth is that this will result in occupational overuse hazards.



SETTLEMENT OF FLAT RATE ISSUE PROPOSED

Continued from page 4

ing hours of work and shifts. This proposal is that the CEA hours of work and shift work provision must apply to all employees. This recognises that a change to one employee's hours or shift status can affect the remuneration of others.

The whole issue arising from the company negotiating flat rates was put before the Employment Relations Authority. A decision is pending.

DESERVE MORE

At the ERA hearing the company produced the four who had left the union to give evidence on the company's behalf. They told the ERA that they deserved a higher wage rate than others employed by Go Wellington as they were better, more productive workers. One

went as far as to say that a number of union members were lazy.

Some claimed not to understand how the union worked, even thought they had previously put forward claims that members had been locked out supporting. Others said the union was not democratic, even though they attended

every meeting and had voted in favour of the union's stance by secret ballot.

Yet others said the union had done "nothing" for them. Former Union General Secretary was able to reply to these claims and could point out what the union had done for each of the individuals concerned.



When employers overpay

In light of Bunnings requests for recovery of an overpayment to member Aaron Slight we look at what employers could do when they discover overpayments.

It remains a common scenario even with today's complex payroll systems; an employer pays an employee more than they had to. Or as we saw last issue with Tra-zit, an employer disputes what it has to pay an employee. Naturally, the employer will not just write this off but will seek to recover the overpayment from the employee.

DEDUCTING AN EMPLOYEES WAGES

Usually there will be a deduction provision in the employment agreement that allows for the recovery of the overpayment. It is not a universal practice for employers to put these into agreements so in cases of overpayment it is best to check the agreement for a deduction provision.

That said, the Employer needs no provision when overpayments relate to periods of: unauthorised absence, strike, lockout, or suspension. However, in these circumstances, the overpayment must be reasonably unavoidable, proper notice is required, and the employer has to recover the money within two months. It is rare that this circumstance arises.

More common is the scenario where an employer is overpaying regular wages by a small amount each payday. This causes the most grievance because it can be more difficult to detect and by the time its noticed the total amount overpaid may be large and the employer may be desperate to recover the amount while the employee likely

cannot repay it in one lump sum.

DEDUCTIONS PROHIBITED

What about overpayments outside these periods? In these circumstances, the issue becomes more complex. The employer has only one realistic option, which is to begin an action for recovery of payment made under mistake of law. This allows a the Employment Relations Authority or a Court to force the employee to payback the employer.

However, there is a big exception to this law.

FAIRNESS DEFENCE

If the employee received the money in good faith and has altered his position based on the payment being valid then the employer may be out of luck. Generally, the ERA/ Court will look for what is the fair outcome in the situation.

It may be if an employer makes a simple mistake and is quick to notify the employee then it is going to be very easy to recover the money. In contrast, if the employer does nothing (or continues to make overpayments) then it is going to be unfair to make an employee pay back the overpayments because (among other things) the employee has probably already spent the money.

AARON'S CASE

To return to Aaron's case he is a former employee whose last wage was overpaid. Even if he was still an employee, his contract did not contain a deduction provision. His employer, Bunnings did not notify him straight away and he spent the money. This means it is less likely



Air New Zealand famously ignored an employees queries about his pay and in the end couldn't recover over 40K in overpayments.

that Bunnings will be able to recover the overpayment. Although these issues are ultimately a matter of fact decided by the ERA.

COST EFFECTIVENESS

Aaron's situation does raise another point. If the overpayment is sufficiently small, it may not be cost-effective for an employer to recover the payment. Most employers use lawyers and the cost of seeking advice, filing a case in the authority, attending mediation and an investigation meeting will likely outweigh a small overpayment.

UNION SUPPORT HELPFUL

As always its best for employees to have a union on their side as employers may simply just intimidate employees with debt collectors to recover the money. If you pay back an overpayment that you didn't legally have to then you are out of luck. So it is best to be certain before you repay your employer.

Higher wages cures poverty - service pay can bridge the gap

Many jobs organised by the union enjoy high rates of pay, some of the highest for workers in manufacturing and construction in New Zealand. But other jobs, especially those that are newer to union membership, have low rates of pay.

The union has supported the living wage campaign. This campaign has set the objective of a minimum wage of \$19.25 per hour. A significant proportion of union members are paid less than this amount. There are constraints on getting those on the lowest rates paid more when it comes time to negotiate the collective agreement. Employers often argue that if they pay the minimum living wage and their competitors - be they in New Zealand or overseas - do not, they will lose business and this in turn will cut the numbers of jobs.

COMPETITION UNDERMINES

This employer argument can be defeated if every job performing the work is unionised. This is however is long term task as New Zealand law makes organising new jobs into the union difficult.

This economic reality has meant that many New Zealand working families live in poverty. Poverty is generally considered to be a wage to support a family that is less than 60% of the average wage. The average wage is nearly \$30 an hour putting poverty at the level of \$18 per hour.

Such low wages affect households with children in particular. 100,000 children living in poverty in New Zealand are in households where at least one adult is in full time work.

When bargaining for a collective agreement a claim to shift the

minimum wage from say \$17.50 to \$19.25 is asking for a 10% pay rise.

When was the last time any union got a 10% wage increase?! Pointing out the effect of poverty on our families doesn't get a result.

SERVICE PAY

One of the greatest contributors to poverty wages long term has been an incessant employer campaign against service pay.

Service pay was very common in the 1980s. But the Employment Contracts Act in 1990 ushered in with it an employer campaign to get rid of service pay.

Employers said "we don't think we should pay money just for serving time." "Workers who perform should get a wage rise". As

jobs were deunionised service pay disappeared, and the promise of payment for performance was seldom kept.

One practical collective agreement negotiation claim to reduce poverty is the reintroduction of service pay - an automatic pay rise when a period of time has been served.

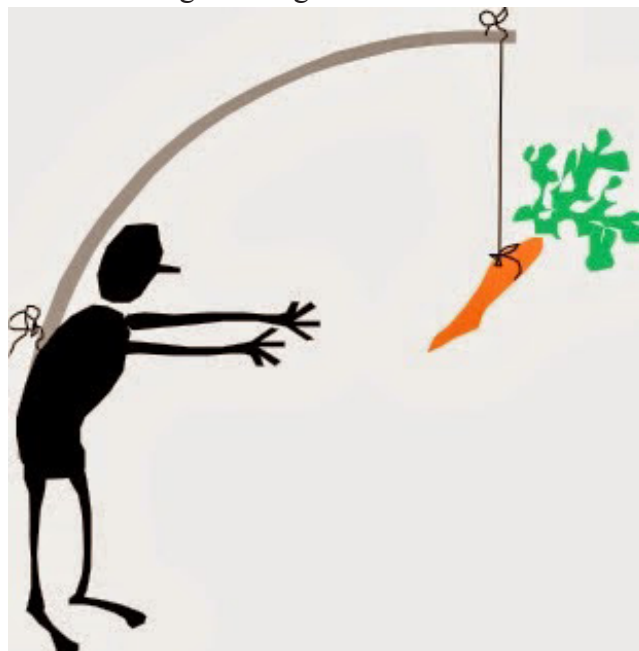
AFFORDABLE

During service if a worker starts a family their income needs will grow hugely. Service pay is a mechanism that does not discriminate that helps meets such needs. Because it is paid to only those who have served the time it is more likely to be affordable in the context of a small general wage rise.

Recent studies around the world and in New Zealand have looked at how to reduce poverty, particularly of children. These studies have found that the problem of poverty is fixed by giving parents more money. The experience where this has happened is that

overwhelmingly parents spend their income boost on helping their kids get a better start in life.

While we can't effect a change to the incomes of beneficiaries without changing governments, we can change the incomes of union members. On jobs where wages rates are low a service pay rise is a must for the next negotiations.



Performance pay at work

Union principles can reverse poverty

Competition for work in the labour market drives down wages. This fact has played out for workers since 1990 when the rules around union membership were changed by the Employment Contracts Act.

Prior to 1990 union principles were enshrined in law, meaning that workers did not have

to understand them. Unfortunately many didn't and this has worked to cut wages and conditions to our detriment.

The union principles which are basic to stemming and reversing poverty in New Zealand are

- monopoly, and
- solidarity.

Monopoly means a single bar-

gaining unit. When workers negotiate wages with an employer it needs to be with a single voice. With one voice representing the interests of all workers on the job it is easier to get a better deal. If only half the workers belong to the union, the deal for everyone, union and non union, will be worse.

The second principle is solidarity. This means workers supporting each other in wage bargaining. Proposals to cut wages or conditions in one area to find someone else's increase must be opposed. Such proposals often take the form of "grandparenting". The effect is that new workers get lesser wages and or conditions than current ones and will quickly undermine the union's monopoly.



Union members picket Mana Bus against employer CEA proposals to remove service entitlements.

POVERTY A PROBLEM FOR OUR KIDS

Poverty in New Zealand has reached alarming levels, not seen since the Great Depression of the 1930s.

Poor housing and overcrowding to pay landlords rent demands, or high mortgages, affect many working families. This has a bad effect on health. For example in 2010 over 20,000 children from low income families were admitted to hospital for respiratory illnesses and serious skin infections attributable to poor housing and overcrowding.

Easily preventable diseases are getting to the hospitalisation stage because parents can't afford doctor's visits.

New Zealand is ranked 28th out of 30 OECD (developed) countries for child outcomes

looking at education, deprivation, suicide and infant mortality rates. The two countries ranked below New Zealand were Mexico and Turkey.

Housing costs are diverting household income from food and clothing. The result is kids turning up at school without shoes and with no lunch, and no raincoat in winter. Instead of permitting the organising of the bargaining power of workers through unions to fix this problem the government makes it more difficult with its law changes. Their solution is charity.

Children raised in poverty are



most likely to raise their families in poverty. Even if they do succeed financially children from poor families are more likely to die younger because of their upbringing as children in poverty.

Health & safety...

Gap between workers and employers safety perceptions

Worksafe New Zealand has classified manufacturing as a high risk sector for workplace health and safety.

The general perception that manufacturing industry is safe to work in is widespread. It is also wrong. Worksafe has been running workshops to develop a strategy for improving job safety in manufacturing.

137 DEATHS IN 2010

At these workshops it was revealed that exposure to dusts, welding fumes and other airborne substances including asbestos caused an estimated 137 deaths and 850 hospitalisations in 2010. Most of these deaths and hospitalisations were of workers who had ceased working in manufacturing. There were 38 fatal accidents of workers currently engaged in the manufacturing sector between

2008 and 2014, an average of 5 a year.

Machinery and tool use was a major factor in severe and fatal accidents between 2008 and 2014, contributing to a quarter of severe injuries and fatalities.

Vehicles (forklifts and trucks) and falling objects were the other two main causes of fatal accidents in manufacturing.

Worksafe has surveyed both workers and employers to find out the perceptions of risky behaviour in the workplace. The main result of the survey was that workers felt risky behaviour occurred far more frequently than employers did.

RISKY BEHAVIOURS AVOIDABLE

Most risky behaviours - working when overtired, sick or injured, taking short cuts to save time and being under pressure to get the job

done, working too long without a break - are all easily avoidable.

Over half of workers reported in the survey said from "time to time or a lot" they are working when unfit for work, and working under pressure to get the job done.

Ironically, the least significant risky behaviour was working when hung over or stoned. 20% of workers say this happens from time to time or a lot. This is often the area of greatest employer effort on health and safety even though only 6% of them thought it was an intermittent or frequent risky behaviour.

Most severe injuries (requiring more than one week off work) are to the back, spine and shoulder. This indicates that manual handling is a big factor in many serious injuries.

COLLECTIVE AGREEMENT FIXES

The collective agreements negotiated by the union are able to provide fixes for most of the risky behaviours identified, and to provide for safe work procedures. Then ensuring a safe workplace becomes a matter of enforcement of the legally binding agreement.

Of paramount importance is eliminating working when overtired. This is accomplished by adequate sick leave, adequate breaks between shifts, controls on the amount of overtime, and adequate rest breaks during the day.

Unsafe manual handling practices should also be a priority for attention.



City Care staff in Wellington City without their own facilities

The ongoing dispute about providing Wellington city based maintenance staff with proper facilities went to its second mediation and may now have to go before the Employment Relations Authority (ERA).

The issue of employers failing to provide facilities does not arise too often. As bad, as some employers can be they generally recognise the need to give employees their own space to take breaks, eat, etc. However, where the employer has a large amount of mobile staff, this issue becomes trickier.

STAFF WITHOUT FACILITIES

Although City Care operates throughout the greater Wellington Region its main facility is in Seaview outside of Wellington City.

For staff that work in the regions surrounding the city it is generally fine for them to use that depot for their meals, breaks and to wash up. However, Wellington City based staff are far from the depot. Depending on traffic it could be 30 min each way to take a break. Clearly that is impractical for both the employee and employer.

During the second most recent collective agreement negotiations a solution was sought.

ARLINGTON APARTMENTS

City Care agreed in the terms of settlement to use part of the Arlington Apartments to provide at least some (albeit small) space for Wellington City staff. At the time, the place was not clean and City

Care undertook to clean the area. It should be noted that Arlington was owned by the Wellington City Council.

ARLINGTON IN DISREPAIR

City Care failed to carry out the work. The actual space itself was in a poor state. Initially the toilet was not separated from the area. Then the communications area was shifted to another room that was awash with bathwater and only a cold water basin was installed. In addition there was only 1 lock for both spaces and the key was provided only to the facility maintenance staff.

PROCEEDINGS FILED

Without a satisfactory resolution the decision was made to file proceedings in the ERA for breach of the collective agreement which requires City Care to have proper facilities at all its depots. The Union's claim is that by organising work from Arlington they are creating a depot. City Care nevertheless maintained that it was compliant and that it was under

no obligation to provide staff with their own space. A mediation was held which resulted in the Union approaching the Council for a solution. As a result a second mediation was scheduled.

HEALTH AND SAFETY ISSUE

Regardless of the collective agreement, the Union maintains that requiring Staff to eat in their vehicles is a health and safety issue as places where work is done cannot also be used as places for staff to eat. City Care disputes this saying that it is acceptable for staff to eat in the front of their vehicles.

ISSUE UNRESOLVED

At the second mediation, it was apparent that neither side had changed their position. As the matter relates to interpretation of the collective agreement and terms of settlement, the matter was unresolved.

Currently the Union is consulting with members on whether to pursue further action in the ERA.



City Care wants Wellington City staff to use their vehicles to eat and take breaks rather than provide them a depot that staff can reasonably access.

2015 NATIONAL ANNUAL CONFERENCE

The 2016 National Annual Conference of the union will be held at the Trades Hall 126 Vivian Street Wellington commencing at 3 May 1.00pm 2016.

AGENDA

- *Minutes of the 2015 National Annual Conference*
- *Matters arising*
- *General Secretary's report*
- *Trades Hall annual report*
- *Remits*
- *Elections of Officers*
- *General Business*

REMITs

Any Branch, Industry Council, Union or member may submit remits for consideration by the National Conference. Remits should be sent to the General Secretary, M & C Workers Union, P O Box 6287 Wellington.

ELECTIONS OF OFFICERS

Nominations are called for the following positions

- *President*
- *Vice President*
- *General Secretary*
- *Trustees (two)*
- *Accountant*

Nominations may be in writing and signed by a mover and seconder who shall be financial union members, and signed by the nominee. Nominations should be sent to the Returning Officer at the above address so as to be received no later than 27 April 2016. Alternatively nominations may be made from the floor of the conference prior to the election.

George Larkins
GENERAL SECRETARY



NZ Post denies Postal Workers Union official access to Napier and Hastings delivery branches

NZ Post unlawfully denied Postal Workers Union (PWU) Southern president John Maynard entry into the Napier and Hastings delivery branches.

This past December saw yet another instance of an employer denying a Union official access to a workplace. Employers remain woefully ignorant of a union official right to access a workplace.

Union access to workplaces

The law is clear on a union official's right to access a workplace. As long as the official obtains consent to enter and meets all the conditions of entry there are only two reasons they can be denied access to a workplace.

Conditions of entry

The conditions of entry are that the official is actually there on union business and that they access the workplace at a reasonable time and in a way that complies with workplace health and safety procedures. They must also show ID when requested.

Denying access

If these conditions are met then generally, only the security and defence of New Zealand or the prevention and detection of offences can prevent access to the workplace. The one exception for this applies to some employers based on religion reasons.

Of course, the official must obtain the employer's consent; however, the reality is that generally the employer could only withhold its

consent where it was reasonable that the union official would not comply with health and safety procedures.

In John's case, the Union also has a mediated settlement that covers the Wellington region that details some specific processes that must be followed regarding requesting consent to enter a NZ Post delivery branch.

Although John went beyond what he was required to do NZ Post still denied him access.

Reasons for denial of access

Putting aside issues of merely wanting to frustrate the Union, NZ Post's reasoning for why it denied John access to both Napier and Hastings delivery branches changed between when it denied him access and when it was required to respond to proceedings filed in the Employment Relations Authority (ERA).

When NZ Post was preventing access, its primary claim was that John was absent without leave from his job with NZ Post. This is less relevant to the issue as John was there on behalf of the PWU. However, in response to the PWU's proceedings it changed its claim to breach of "a reminder of agreed protocols" for Union access. Unfortunately what NZ Post has produced was not agreed to



With collective bargaining on the horizon, NZ Post has denied a PWU official access to its Napier and Hastings delivery branches without proper legal right. by the PWU. Clearly, despite their claims NZ Post does not understand the rules for Union access

No written explanation

Nothing was said about NZ Post's failure to provide a written explanation within 1 working day for why John was denied access to a workplace. The failure to give a written response is a point many employers miss and it ends up costing them.

Further denial of access

After the initial denial of access and proceedings filed in the ERA, NZ Post again denied John and another representative George Larkins access to the same branches. Interestingly they later claimed it was a mistake to deny George access which raises significant problems for NZ Post when trying to answer why John was not allowed access.

As a result the matter is now headed to mediation despite NZ Post being disappointed by the proposition.

International news...

Global agreement quick to aid union recognition

A global framework agreement (GFA) signed between IndustriALL Global Union and Swedish clothing company H&M has helped to reinstate sacked workers at garment factories in both Myanmar and Pakistan just a couple of months after it came into force.

The GFA, which was signed in November 2015, serves to protect the labour rights of 1.6 million workers in H&M's global supply chain.

STRIKE OVER DISMISSALS

In Myanmar, the GFA was key to getting trade unionists back to work, as well as achieving trade union recognition at the Jiale Fashion factory in Yangon.

Eight union leaders were sacked at the garment factory in October 2015, leading to a month-

long strike. The Confederation of Trade Unions in Myanmar (CTUM) reported the dispute to IndustriALL's South East Asia regional office, which invoked the GFA with H&M who pushed for dialogue through both their local office in Yangon and Jiale Fashion's owners in Hong Kong.

As well as reinstating the dismissed workers, the factory agreed to recognize the factory trade union.

IndustriALL textile director Christina Hajagos-Clausen said:

"The GFA is founded upon a shared belief that well-structured industrial relations are essential to a stable and sustainable production model. This type of collaboration is crucial for lasting improvements for the garment workers in H&M's supply chain."



Signing of the H&M global framework agreement

In November 2015, 88 workers at the Denim Clothing Company (DCC) factory in Pakistan were sacked for demanding their rights. The dispute began when five worker representatives were sacked on the spot for asking to discuss issues such as a lack of social security, insurance, and salaries below the minimum wage that often were paid late. When 83 of their colleagues stood up for them, they also lost their jobs.

ALL REINSTATED

As part of the newly signed GFA with H&M, both parties worked to bring the 88 workers back to work through joint negotiations with IndustriALL Pakistani affiliate NTUF and the local management at Denim Clothing. All workers were reinstated with full pay from 26 November, the date they had been fired.

Abdul Jabbar, one of the affected workers, said:

"This shows us the power of workers coming together and the strength of international solidarity to resolve crises. It not only gave us great courage, but did the same for other workers in the factory, as well as workers in other factories in the area."



Bangladesh breaches trade agreement

The EU must do more to protect Bangladesh garment workers by ensuring the country's government complies with the rules of its trade agreement with the EU.

This was the finding of a recent evaluation by global unions UNI and IndustriALL

COMPACT FAILED SO FAR

The Sustainability Compact – agreed by the EU and the Bangladesh following the Rana Plaza factory collapse of 2013 – was designed to address concerns over labour conditions in the Asian country. But, despite pledges it made at the time, the Bangladeshi government has so far failed to implement any lasting improvements.

“The government of Bangladesh has failed to take meaningful steps to implement the changes it agreed to as part of the Sustainability Compact” said UNI Deputy General Secretary Christy Hoffman.

“We believe the EU has both the responsibility and the capacity to influence the situation in Bangladesh through its trade preferences and it should be doing more to use its power and leverage to secure meaningful and immediate improvements.”

The evaluation noted a worrying rise in anti-union discrimination and found the Bangladeshi government to be either directly or indirectly responsible for a series of serious labour violation in clear breach of ILO standards incorporated in the trade arrangement.

GLOBAL UNION CONCERNS

Among the concerns raised by the global unions are:

- More than a 100 cases of anti-union discrimination in factories where new trade unions have been registered.
- A failure by the government to guarantee freedom of association.
- An inability of many workers to organise and form unions without retaliation.

“It’s the same the whole world over...”

Global union federation IndustriALL made an official complaint to the International Labour Organisation about Thailand for its failure to protect union and worker rights. As a result of this complaint Thailand’s preferential trade access to Europe was stopped on 1 January 2015. The US central union AFL-CIO has sought the ending of Thailand’s preferential access to the US market for failing to meeting worker rights. The US Congress will consider this in 2016.

ASSASSINATION FAILS

Three hitmen failed in an assassination attempt on Somali union leader Omar Faruk who has been threatened for attempting to build and independent union. The union said “no amount of attacks and attempts on the lives of our leaders will stop us from fulfilling our historic mission, which is to liberate workers from exploitation, oppression and subjugation”.

MARCH AGAINST TRADE UNIONIST TRIAL

An estimated 5000 people march in Spain against a trial of 8 trade unionists each facing 8 years in jail for going on strike against Airbus.



Over a thousand workers died in the Rana fire and factory collapse

IndustriALL Resolution on the Trans-Pacific Partnership Agreement

Submitted to the Executive Committee by the North American Region

The Trans-Pacific Partnership Agreement (TPPA) was signed on 5 October 2015 by twelve countries: Australia, Brunei, Canada, Chile, Japan, Malaysia, Mexico, New Zealand, Peru, Singapore, the USA, and Vietnam. If ratified, it would cover 40% of the world's economy and set the foundation for trade and investment conditions that will have a profound impact throughout the economy and society of the nations concerned.

The TPPA was negotiated behind closed doors away from democratic scrutiny, allowing powerful corporate lobbies to advance their agenda without being subject to authentic and rigorous democratic procedures. National Parliaments have been sidelined.

IndustriALL, along with other Global Unions, human rights groups, environmental groups and public advocacy organizations, believes that the TPPA as negotiated potentially threatens democracy, public regulation, labour rights, public health, and environmental protection. Our specific concerns are as follows:

The controversial Investor State Dispute Settlement (ISDS) mechanism is at the heart of the TPPA. ISDS undermines national sovereignty by empowering secret legal panels to challenge the social and environmental legislation of member states, reverse domestic policies, and impose heavy financial penalties on governments. ISDS shifts the rules of the global economy in favor of corporations and against workers.

The TPPA Labour Chapter references the ILO Declaration of Principles but falls short of requiring member states to comply with fundamental worker rights as defined in the core Conventions and interpreted by the ILO supervisory bodies, raising serious questions about its enforceability.

The potential negative impact on employment has not been taken into account. The TPPA will put pressure on the global labour market through increased competition. It will lead to further restructuring, outsourcing and subcontracting, hence raising concerns on job security, terms and conditions of employment and achieving a living wage.

The environment chapter is weak and not enforceable. The TPPA does not mention climate change and would not allow governments to regulate on the basis of climate protection. The TPPA would actually undermine the implementation of the Sustainable Development Goals and COP21 decisions and jeopardize the implementation of the existing Multilateral Agreements on the Environment.

The TPPA has far-reaching implications for the rules of the global economy. The EU is already saying that Europe should not be left behind and is pushing to speed up on-going talks on TTIP. The approval of TPPA would most certainly increase pressure to sign more trade agreements without due regard to workers' interests.

For these reasons, IndustriALL opposes the TPPA in its current form. We call on our affiliated unions and their members to demand a public and democratic debate in the 12 countries concerned and to use their influence and power to mobilize public opinion.

Issue number 107 of "*M & C Workers News*" was prepared by the National Office of the Manufacturing & Construction Workers Union.

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