



# M&C Workers News

JOURNAL OF THE MANUFACTURING & CONSTRUCTION WORKERS UNION

## Future of historic Trades Hall now in our hands

From 1 February this year Wellington Trades Hall Inc, the owner of Wellington Trades Hall, has been restructured so that the effective owners of the building are the unions that actually occupy it. These unions are the Manufacturing and Construction Workers Union and its union members, including the Tramways Union, Postal Workers Union and Furniture Workers Union.

The unions that were not resident have left membership of Wellington Trades Hall Inc in return for the transfer to them of most of the Trades Hall car park and a building adjacent to it. The only way that Trades Hall could be upgraded was to give all proprietary rights to the resident unions.

The union at its annual conference will also hold the Trades Hall annual meeting. This will resolve what steps are to be taken regarding



the upgrading of the building after the completion of earthquake strengthening, which has already started.

*Continued on page 13*

### *Also in this issue...*

#### **From the workfront... pages 2 - 3**

*The union is working at Tasman Tanning to improve the operation of performance reviews that result in higher pay.*

#### **Collective agreement negotiations... pages 4 - 7**

*Call outs scrapped at Spotless after lengthy negotiations and a strike notice.*

#### **Immigration a union issue... pages 8 - 9**

#### **Health and Safety... page 10**

*The November earthquake created a number of health and safety issues after the quake.*

#### **International News... pages 14 - 15**

*Union backed peace deal voted down in Colombia*



## Further alleged CEA breaches at WCT head to court

**NZ Bus subsidiary WCT and the Union are again in dispute at the Employment Relations Authority (ERA) over a pattern of either an inability or wilful refusal to honour the collective agreement by the company.**

This dispute began all the way back in mid-2015 when NZ Bus opened an additional depot. At the time, the Company told the Union about the depot but did not say it intended operate differently from the existing depot.

### TRANSFERS NEEDED

The company needed workers to staff the new depot and called for volunteers to transfer. Fortunately for NZ Bus it had done a few workers a favour by giving them worse individual agreements to free them from the Union. However, despite this, they still needed more workers.

This is when Aziz Farah stepped up. He offered to transfer to the new depot provided he was not any worse off. At the time, Aziz

was employed as a Garage Assistant and was designated a PM Shift Worker. This entitled him to extra payments such as an allowance and loading on top of his base wage. In addition, he received a paid lunch break and one week extra annual leave. The company accepted this offer without telling the Union.

### CHANGED HOURS

When NZ Bus offered the transfer, it changed the hours worked from 1400 – 2200 to 0600 – 1700. Under the collective agreement this meant that Aziz would become an AM Shift Worker with the hours between 1400 – 1700 paid as overtime. Aziz signed this transfer on the reliance that he would be no worse off transferring to the new depot. This change in shifts saw a reduction in the total shift payments owing that Aziz was not advised of.

As Aziz began to work at the new depot, the company said he could not work the agreed hours. Instead he must work from 0900 – 2000 with the hours 1700 – 2000 paid as

overtime. No mention was made of how this meant he would lose all his shift worker entitlements including shift payments, a paid lunch break, and one week's extra leave. Again, the company, did not talk to either Aziz or the Union about this.

To make matters more complicated NZ Bus then decided to create what they called a daily allowance when Aziz kicked up a fuss about being treated poorly. However, they refuse to give him back any

*Continued on page 11*



*Again, questionable behaviour at NZ Bus aka GO Wellington*

## *From the work front...*

# Working on performance appraisal

Over the last several months the remuneration review process as per clause 11.2 of the Tasman Tanning collective agreement has been discussed.

The clause requires a review at least annually in conjunction with a personal performance appraisal. This determines movement to the higher merit step within each pay grade.

Based on members' feedback it appears not to be realised that a review can be requested at any time. The CA sets the requirement for at least once a year but does not limit how often they can occur. Tasman have advised that all reviews, unless requested earlier for genuine reasons, will occur in October each year.

## ANNUALLY

Members told the union that remuneration reviews often only happened if requested. The company has now stated it will ensure remuneration reviews occur annually following bargaining. It is critical if we are to avoid mistakes members advise delegates if a review does not occur for them.

Many members complained about a lack of transparency and many advised they were never actually involved in the review. The most common process in the past appears to be a supervisor advising a member that he/she has been reviewed and what the outcome was. This would mean that a supervisor has looked at performance, attendance etc and made a call based on any filed information. While this information can give an overview each member must have the



*Exceptional performance may be unrewarded at Tasman Tanning*

opportunity to meet with the person reviewing them and go over what is on file and to provide additional information. If a member is not considered eligible to move to the next higher merit step then they must know why and what is required to improve to move to the next step. Members should advise delegates of any outcomes they wish to challenge.

Discussions have also taken place over the last several months about the process for seeking a higher pay rate than is stated in the CA clause 11.9. This clause allows for a discussion to occur in good faith initiated by either party towards a higher rate of pay for those who have reached the top merit step in their grade or have inched ahead of the CA rate due to the annual CA bargaining process. Members must ensure they request such a discussion as its unlikely Tasman will.

## MAIN ISSUE

Members main issue has been that when a discussion occurs they are often left with no real understanding of how they need to improve if an increase is not given, or they are sometimes told that they are already at the top rate of their merit

steps. That comment demonstrates a complete lack of understanding of the CA.

Tasman has agreed that the criteria for achieving an increase beyond the printed rate needs to be more transparent and better communicated.

The criteria for achieving the top merit step is high and achieving a rate higher through clause 11.9 would require an exceptional level of performance. However, many members believe they do perform to exceptional levels.

## CRITERIA

Tasman has provided a list of criteria for establishing exceptional performance which the Union is still continuing to work through. One of the criteria seems unreasonable to us - no signs of a negative attitude. How that is determined is the issue. Would a member be seen as negative for raising issues of concern, for example? The CA also currently states that any such increase is at the "sole" discretion of the employer. This needs to change as it means despite meeting all the exceptional criteria required you could still be denied an increase you earned. That is not right.

Delegates, in particular Les Heke, must be recognised for their hard work towards ensuring a fair day's pay for a fair day's work. The Union has also represented several members recently in personal grievance issues. All were resolved through agreed outcomes.



## *Collective agreement negotiations...*

# Spotless deal removes mandatory on call work

**Members employed by Spotless at Palmerston North Hospital have ratified their first Collective Agreement which includes an increase of 1.5% backdated to November 2015.**

Prior to this they were not unionised and on Individual Agreements. Bargaining has been ongoing for two years since 2014, which included an agreed 6-9 month deferral period after Spotless agreed to an increase equal to others on site for 2014-2015. This allowed time to combine all IEAs into a single working collective document for bargaining.

Following this process most matters were resolved apart from a wage increase, on call payments and application date. The on call rate was stated as being the single most important claim by members.

### **\$100 PER WEEK**

Spotless were paying \$100 per week which rose to \$105.00 during the bargaining process. Members' on call claim was to remove the requirement to be on call, as none of the electricians wanted to be on call, or pay reasonable compensation for the onerous nature of being on call. Workers must be available for work at all times while on call. This significantly impacts on leisure, home, family and friend time.

In 2014, the Union looked at what was being paid for on call work in Hospitals for trades staff and the average figure of \$250.00 per week was claimed.

During the bargaining process new employment standards were legislated with a start date of April 2017. The new sections 67 D, E and F require

- the payment of reasonable compensation for being available

on call,

- the right to refuse to perform additional hours beyond contracted hours if there is no availability provision providing for reasonable compensation
- employees must not be treated adversely if refusing to perform on call work without reasonable compensation.

Strengthened with the new standards the Union continued to reinforce members claim for reasonable compensation of \$250.00. Members were on call for 128 hours one week in every five, later one in every four. The claim was based on the current paid average, the onerous nature of being on call and the fact that members' preference was to not be on call at all.

### **MEDIATION**

Eventually mediation took place. At mediation the last two sticking points were an increase of the on call rate and the start date. The term and all other matters were resolved. During mediation two options were offered by the employer:

- 1% from October 2015, 0.5% from ratification and an on call rate of \$125.00 from ratification.
- 0.8% from October 2015 and 0.5% from ratification and an on call rate of \$150.00 from ratification.

Members subsequently unanimously rejected the options and countered with a ratified offer to settle: All other matters as agreed, 12 month term from ratification, 1.5%

*Continued opposite*



*Three of the five Spotless members: Colin Gabriel, Mike Taylor and Annette Hanky*



*"In the interests of time, I will also tell your side of the story."*

from October 2015 and without prejudice an on call rate of \$150.00 from October 2015. This offer was made 19 October 2016 stipulating that it remained available for acceptance until November 14 at which point it would be withdrawn.

An improved offer was received. 1.5% backdated to October 2015 and an on call rate of \$140pwk. This was unanimously rejected and members counter offer to settle as above remained available until 14 November.

## NO AGREEMENT

No agreement was reached and notice of strike action was sent. The action to be taken was complete withdrawal from being on call and the strike notice said action would end when members voted to end it. Mediation was offered by MOBIE and both parties accepted.

The usual advocate for Spotless, Peter Jennings, was on leave and his substitute was Vaughan Biggs the General Manager for HR. The fact Vaughan Biggs attended was useful as he recognised the preference of members was to not be on call, which had been stated from day one of bargaining. In the end members ratified their CA which no longer included a provision for

being on call.

One member who is not an electrician advised that he would continue to be on call and would be agreeable to doing that at the current paid rate. That member has a family to consider in relation to total income and his colleagues who are not in this Union and have to be on call. The Union represented that and the member's IEA was updated to include the on call provision. Although he remains covered by the CA an amendment to the CA offered by Spotless was rejected by the Union in favour of an IEA update. The Union will now look to utilise the law to determine reasonable compensation for being on call.

Congratulations to members for their achievement through their solidarity. All members played their part in the process. Delegates Mike Taylor and Colin Gabriel ensured members were well represented on the issues put forward at the bargaining table. Their guidance and advice was critical.

## RATE REASONABLE?

Any member currently required to be on call should be looking at whether or not they are currently

## Collective agreement briefs...

Negotiations at Mayer and Toye had been put off for some time as the employer was pleading poverty. Members accepted that the Wellington badge maker's finances were not the best. At a meeting in January members decided that the CEA should be renewed and offered to do so for a 1% pay increase. This was accepted by the employer.

## SCOTTS ENGINEERING

The collective agreement for Scotts Engineering in Canterbury was renewed with a 3.5% wage increase. An additional days sick leave was also agreed.

## CWF HAMILTON

The collective agreement at the Christchurch based jet boat manufacturer was settled for a two year term with a 2% wage increase for each year. The night rate for the mid night shift was increased and the wage rate for fettlers was also increased.

being reasonably compensated as per the new employment standards. Given the new employment standards state reasonable compensation must be paid our starting point for bargaining such a rate must be the current legislated amount recognised as reasonable - the hourly minimum wage rate for each hour on call.

The question that needs an answer is: What is my leisure time worth? Many say it is worth much more than actual work time.

# Mars collective bargaining unable to settle due to “non-production shifts”

Following two days of very robust bargaining a final offer to members was arrived at and while Members duly ratified the offer, subsequent issues around “non-production shifts” require members to revisit the offer.

MARS approached the Unions to meet in August 2016, to discuss what we viewed initially based on the limited information we had at the time, a time off in lieu (TOIL) proposal to address the issue we had during the 2015-2016 CA around unplanned shut-downs. The Unions prior to being approached had advised MARS that too many unplanned shut-downs had occurred/been requested during the term of the current CA and although most members had agreed to the shut-downs and taken leave there needed to be some agreement on how this might happen going forward if the need continued, including how that might be paid for. After some initial confusion around rights during unplanned shut-downs members were made aware that in such instances they could choose to work, take leave or take an unpaid day off on such occasions.

## FLEXIBLE HOURS REQUIRED

The initial meeting to discuss the MARS proposal occurred several months prior to bargaining due in December. At that meeting the Unions and the delegates were advised of the need for a system that allowed for greater efficiency and reduced costs, in line with the ongoing problem as above, while

still ensuring wage increases and other benefits. Following an exchange of ideas around a system that allowed more shut downs to create greater efficiency

and cost reduction while ensuring payment without utilising leave, Management gave an outline of their thinking.

They proposed a flexible hours system was needed that allowed the factory to produce at 100% capacity and shut when supply exceeded demand. By doing this greater efficiency was established and therefore reduced running costs. Management also indicated that they would need to look at other cost reduction measures if such a system could not be developed including the possible removal or reduction of bonus benefits paid to members that have never been part of the CA. Clearly a lot could be said about that from the Members' perspective but the matter is not formally on the table, so it was accepted as information rather than a negotiation or debating point.

## NON-PRODUCTION SHIFTS

The proposal presented offered additional hours(AH) to members, based on member's having indicated their preference for working AHs, ordinarily given to the ongoing casual force that is employed to cover for planned leave absences. Those AHs could be banked rather than being paid and utilised for additional shut-downs beyond the current agreed Easter and Xmas shuts. If the plant continuously

# MARS

petcare

*Mars petcare wants to run non-production shifts, that may result in workers not being given their minimum hours under the collective agreement.*

operated at 100% capacity and members worked hours Casuals usually worked as AHs banked and utilised those hours for shuts when supply exceeded demand it would reduce the casual force and provide greater efficiency and reduced costs, making the plant more attractive to the parent company and sales agents in respect to providing greater volume. Management also advised that having shuts while necessary based on the above was not ideal as they would much prefer to produce every day at 100% capacity as production equals income. Further, that if the volume increased in response to the greater efficiency and cost reductions, as expected it should, then shuts would reduce and from their perspective to zero ideally.

## MEMBERS MUST BENEFIT

In that initial meeting the Unions had advised that any such system would have to be voluntary, members would want the additional hours banked as per the overtime provision, that anyone wanting to work on a shut day could, that cashing up and or utilisation of banked hours needed to be qualified, a maximum number of shuts

*Continued on page 16*



# Mediation required to get WCT to bargain for a salaried CEA

**Unwillingness by NZ Bus subsidiary WCT to return to collective bargaining has caused the Union to pursue mediated bargaining.**

Some of the fundamental rules of collective bargaining are that both sides deal with each other in good faith and that they periodically meet. In this case, NZ Bus refused to bargain with the Union and had to essentially be forced to mediated bargaining by the threat of legal action.

## PROBLEM

The underlying problem is that NZ Bus does not seem to want a collective agreement. Currently they have salaried employees not performing hands on maintenance on individual employment agreements the terms of which are substantially worse than the collective agreement for other members in the Workshop. So, it is not in the company's interest to bargain for a collective agreement.

Unfortunately for NZ Bus things do not work that way. The Union can initiate bargaining for a collective agreement at any time. In 2016, after a refusal to discuss improving salaried workers' con-

ditions, the Union did just that. At the first round of bargaining it became apparent that NZ Bus had no intention of settling a collective agreement.

## UNION CREATION

First the company did not really want to bargain because it said by initiating collective bargaining the Union was attempting to create another union. This was a bizarre claim and even if the Union wanted to it could not do this.

Secondly, the company suggested that no collective agreement could happen because it would have to give every member the same entitlements. This is the equivalent of saying that a collective agreement cannot cover workers in different roles and pay them different rates.

Not surprisingly, the company rejected all the Union's claims but what was surprising (or perhaps not given its unwillingness to bargain) is that NZ Bus gave no specific reasons.

This is against the law. To bargain in good faith an employer needs reasons for its response to proposals. NZ Bus failed to do this. It did not even provide the standard employer response of 'not enough money'.

Subsequently, the Union provided the company with a detailed explanation about why the company could and should return to bargaining. This gesture of good faith was met with silence from the company. It appeared at that stage the company had no intention of returning to bargaining.

At this point, the Union informed the company that it would use all options available to it to resume bargaining. These included strike action and beginning legal proceedings for breach of the code of good faith in bargaining and mediated bargaining. Despite this the company refused to return to bargaining instead asking the Union to withdraw from collective bargaining.

## BAD FAITH

Refusing to bargain just because you do not want a collective agreement is a form of bad faith behaviour. A lot of employers who do not want a collective at least turn up to bargaining.

Why then did NZ Bus do things this way? One suggestion is that although the employer remains the same the people conducting the negotiation on its behalf change. While the Union would expect the company's negotiators to be familiar with the rules of collective bargaining, it is not always the case. When this occurs too often they default to thinking they can do whatever they please. The Union knows things work differently and so has forced the company to attend mediated bargaining where it should at least show progress towards a collective agreement. If not then legal proceedings and strike action remain a possibility.



*NZ Bus refuses to negotiate with at least five salaried members*

# Immigration Exploitation: a dangerous tool to drive down wages?

**Although New Zealand is experiencing at least some economic growth, this does not seem to have translated into acceptable real wage growth. One reason for this problems the exploitation of migrant workers.**

New Zealand is in an odd situation. The Reserve Bank has forecast a Real GDP increase of 3.4% over the next two years driven by strong demand in, among sectors, construction in addition to exports of dairy products, meat, and fruit. This continues increases in most sectors including manufacturing and construction. In that time, 35000 jobs were created and the unemployment rate fell to 4.9% Yet all is not well. According to the Quarterly Employment Survey and Labour Cost Index average wages dropped by 2.1% quarter-to-quarter and 1.5% over about one year. Also, the number of people unemployed rose over a two-year period.

## IMMIGRANT EXPLOITATION

So, what is the problem? Why is there economic but no wage growth? One part of the problem is temporary entry immigration. New jobs created in the economy are largely filled by workers on temporary entry visas. These consist mostly of work and student category visas.

However, it's not a case of immigrants are bad. Rather it's an issue of some employers exploiting immigrants that enriches the employer in the short term at the expense of everybody else in the long run. The Union's position is clear. It

does not oppose immigration but employers hiring workers from overseas must provide these people with the minimum entitlements under the law. Additionally, they must demonstrate both a genuine need for migrant workers and that they actively train New Zealanders for these roles. This is a fair and reasonable compromise that ensures that employers can fill genuine gaps and contribute to long term economic growth.

## ACCREDITED EMPLOYERS

This is not too different from the theoretical position under the law. All employees regardless of whether they are on visas or residents/citizens are entitled to the minimum protections under the law e.g. minimum wage and annual leave entitlements. In fact, employers still must provide all minimum entitlements even if an employee is not legally allowed to work in New Zealand.

New Zealand's supposed protections go further than that. Employee exploitation is part of two different criminal offences. Companies who are accredited with Immigration New Zealand (INZ) to hire overseas workers must ensure the business is financially sound, has good work place practices, human resource policies and processes of a high standard and a commitment to training and employing New Zealand residents. All employees recruited under the policy must have a minimum base salary of \$55,000 per annum (excluding all allowances and overtime).

The Union represents workers at many different accredited

employers such as: Viridian Glass, EDI Downers, Gough, Gough and Hamer, City Care and Spotless. Every year INZ is required by the law to ask the Union whether these employers work place practices, commitment to employing New Zealand residents and human resource processes should allow them to retain their accredited employer status.

Despite opposition from the Union detailing the poor workplace practices, these employers continue to receive INZ accreditation. This suggests the standard needed to lose accreditation is very high. An employer will only lose its accreditation when its conduct has created an unacceptable risk to the integrity of New Zealand's immigration or employment laws or policies

## OTHER WORK VISAS AND STUDENTS

However, most exploitation does not occur with accredited employers and instead many people are exploited while on other types of work visas (or what they believe are work visas ) or student visas, that allow limited work.

New research suggests what many have long suspected. Immigrant exploitation is more widespread than people think, though many choose not to take action because they fear losing their jobs, being kicked out of the country, or ruining job opportunities for themselves and others.

This has allowed many employers to derive the benefits of exploited labour to detriment of all.

So what exactly is employee exploitation, how are employer able to get away with and what could be done to combat it?



## EXPLIOTATION DEFINED

The most common forms of exploitation are:

- Excessive working hours sometimes without breaks - up to 18-hour shifts, and 80-90 hour weeks
- No pay or severe under-payment with some temporary migrants being paid for only half of the hours worked, or earning as little as \$4-\$5 an hour
- No holiday pay
- No employment contracts
- Taxes deducted but not paid to the Inland Revenue
- Degrading treatment: being sworn at or insulted, denied bathroom breaks, verbal or physical abuse and threatened abuse, restriction of movement
- Cash-for-residency schemes, in which workers paid cash to their employers, which was returned to them as their "wage" – viewed as "normal" in some circles

Of course exploitation varies industry- to- industry.

*Construction:* Filipinos hired to help in the Christchurch rebuild. Have spoke of entering into debt bondage to pay exorbitant recruitment fees of around \$10,000 each. Some were forced by their agents to sign blank cheques before leaving the Philippines. Upon arrival in New Zealand, their work experience documents and passports were held by their immigration advisor until they'd paid off their fees.

*Horticulture:* Workers routinely received less than the minimum wage (it is common knowledge that it is easy to get a job if you are willing to accept this); some were paid as little as \$5 an hour. Some employers threatened to report workers to INZ if they complained.

*Hospitality:* Workers were commonly paid for far fewer hours than the number worked – one worker reported being paid for 45-hour weeks but working 90-hour weeks. Some temporary migrants work for as little as \$4 an hour, some aren't paid at all during their trial period.

## GETTING AWAY WITH EXPLIOTATION

Unscrupulous employers may find it easy to take advantage of temporary migrants because temporary migrants:

- may not be familiar with their employment rights
- may have visa conditions that require them to work for a particular employer
- may be working without a visa or in breach of their visa conditions
- may be prepared to put up with poor working conditions, because the situation is preferable to the employment or employment conditions available to them in their home country
- cannot access social services or income support
- may lack adequate family or social assistance
- may be fearful of complaining.

Exploitation may also occur within family-owned businesses or domestic settings. In these cases, the family relationships and situation of dependency make it even harder for the victim to speak up.

## COMBATING EXPLIOTATION

In light of immigrant exploitation being revealed as a much wider problem, various organisations are now calling for:

- The government to set up a human trafficking of-

fice to coordinate responses Government-funded further research into vulnerable groups, such as Indians and sex workers, including a longitudinal study to enable monitoring and combatting of exploitation

- The government to adapt MOUs with other relevant countries to include a standard worker-recruitment agency contract, a standard employment contract, limit on recruitment fees, ensuring the worker has at least one day off per week and that no passports are confiscated
- •A mandatory country induction for migrant workers explaining their rights and avenues for help
- Training for frontline staff, such as immigration officers, to assist with identifying victims
- Review the current law to ascertain if it allows for effective prosecution of human trafficking
- The Government to consider bringing in legislation similar to the UK Modern Slavery Act which would make it unlawful for companies with forced labour in their supply chain to operate in New Zealand.

All of these and more are needed to combat employee exploitation. Currently more political will is also needed because the government does not see migrant exploitation as a real issue driving down wages in the economy. Instead it is too focused on the idea of lazy kiwi workers being unwilling to do the work.

It does not want to confront the reality that employers in many industries do not have to offer competitive wages because it is far easier to exploit migrant labour and keep wages down.

## *Health & safety...*

# Earthquake cleanups create potential hazards

**Everyone knows that earthquakes are an extreme health and safety hazard if they are strong enough and located locally. Once the major earthquake has gone however, there is the clean up. Then there is a whole new range of potential hazards to deal with.**

Clean up can involve dealing with materials potentially containing silica or asbestos. Concrete, bricks, rocks, stone, sand, clay, glass, paint and insulation all can contain either asbestos and or crystalline silica. When these materials are cut, ground, drilled, or munted in an earthquake, dust is created.

## **ASBESTOS OR SILICA DUST**

Asbestos or silica dust if inhaled can cause lung damage including

a fatal illness - asbestosis or silicosis. Silica exposure can also cause kidney disease,

Hazardous dust is not always visible to the naked eye. Short term high level exposures to such dust can cause lung disease.

If there is a suspicion that asbestos may be present in dust work should cease. Specially trained workers with the right equipment are needed to deal with this issue.

## **POST HQ EVACUATED**

One work site with the potential for an asbestos hazard in the earthquake cleanup was NZ Post headquarters near Wellington Railway Station. Union member Posties and Box Lobby employees work there. The building was closed for the clean up.

More typically, union members at Veridian Glass were asked to help

clean up and continue working while a clean up was in progress. The clean up generated a lot of dust. Dust masks were issued (AS/NZS 1716 is the type required) and employees were advised to take time out from the shop floor if the dust in the air became too extreme.

## **PREVENTATIVE MEASURES A MUST**

In this situation, where it was not known what type the silica dust may have been, other preventive measures should also have been employed.

- Vacuuming is preferred to sweeping
- If sweeping is unavoidable the dust should be wetted so that sweeping is less likely to get the dust airborne.

Gloves and overalls are also essential and there should be paid time for workers to wash up before any rest break or at the end of the day.

Being very wary of dust hazards is essential as the onset of illness takes place only after exposure. This can be as soon as a few weeks, or as late as ten or more years after exposure, depending on the exposure concentration and duration. When in doubt call the union to investigate, as Veridian workers did.



*Demolition of buildings can create asbestos or silica dust hazards*

# First Conviction for Human Trafficking

**In a case that represented many of the ways immigrants are exploited, NZ has now convicted the first person for human trafficking.**

Faroz Ali, 46, was the mastermind behind an elaborate human trafficking scam that enticed and exploited Fijian workers in New Zealand, and was today convicted after a three week trial in Auckland's High Court.

Ali was found guilty of 15 people trafficking charges and guilty of 15 charges for aiding and abetting a person to unlawfully enter New Zealand. He was also found guilty of one charge for aiding and abetting a person to remain unlawfully in New Zealand.

The workers were enticed to New Zealand by advertisements in the Fiji Sun newspaper touting high-paying employment that were placed by travel agencies run

by Ali's wife and her twin sister.

The reality was the workers only received a one month visitor visa (i.e. they had no right to work) and their rent and food costs were deducted from the minimal wages they received when they arrived.

One woman testified that she was given \$25 after pruning fruit every day for three weeks.

When one of the workers questioned Ali about the lack of pay, he said he was

threatened with deportation.

In addition to the excessive fees the trio charged each worker, the court heard how Ali benefited to the tune of \$100,000 by exploiting the workers and failing to pay their statutory entitlements, including minimum wage and holiday pay.



*Farzo Ali in the dock at Auckland High Court he is the first person convicted of human trafficking in NZ*

Ali did not take the stand during the trial, but his defence lawyer, Peter Broad, argued his client wasn't guilty because he was not aware the workers had been deceived by his wife and sister-in-law in Fiji. In other words, Ali said he was just a bad employer

## ALLEGED CEA BREACHES HEAD TO COURT

*Continued from page 2*

other shift worker benefits. Aziz is now doing more for less.

Aziz's role at the new depot seems to combine his original role of garage assistant with another role. The new job is not in the CEA.

### NOT CONSULTED

The Union wasn't consulted about the change in workplace practices when the new depot was being opened. This is a likely breach of the collective agreement. Further the daily allowance was never discussed with the union. This is a serious issue. If the company

claims Aziz is not a shift worker, then paying him a daily allowance makes little sense. It also prejudices all the other non-shift workers. How come they do not receive a daily allowance? What is the criteria for such allowance? These are all issues that should have been discussed with the Union.

Why did NZ Bus think it could do what it did? Well it is the usual story. An employer doing everything other than admit a mistake. It claims that Aziz knew all along that his hours would not be shift hours. This is in spite of signing an agreement for AM shift hours. The

company suggests Aziz knew all along that he would lose his shift entitlement. That is really its only defence.

Evidently NZ Bus believes he was such a loyal employee he would willingly give up these entitlements in order to work more hours. It is just not logical.

Of course, NZ Bus could have avoided this entire issue if it was more communicative with the Union when opening its new depot. Surely this combined with its confusing actions will prove a difficult obstacle for them to overcome in the ERA.



## 2017 NATIONAL ANNUAL CONFERENCE

The 2017 National Annual Conference of the union will be held at the Trades Hall 126 Vivian Street Wellington commencing at 1.00pm 1 May 2017.

### AGENDA

- ☐ Minutes of the 2016 National Annual Conference
- ☐ Matters arising
- ☐ General Secretary's report
- ☐ Trades Hall annual meeting
- ☐ 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, 126 Vivian Street Wellington 6011.

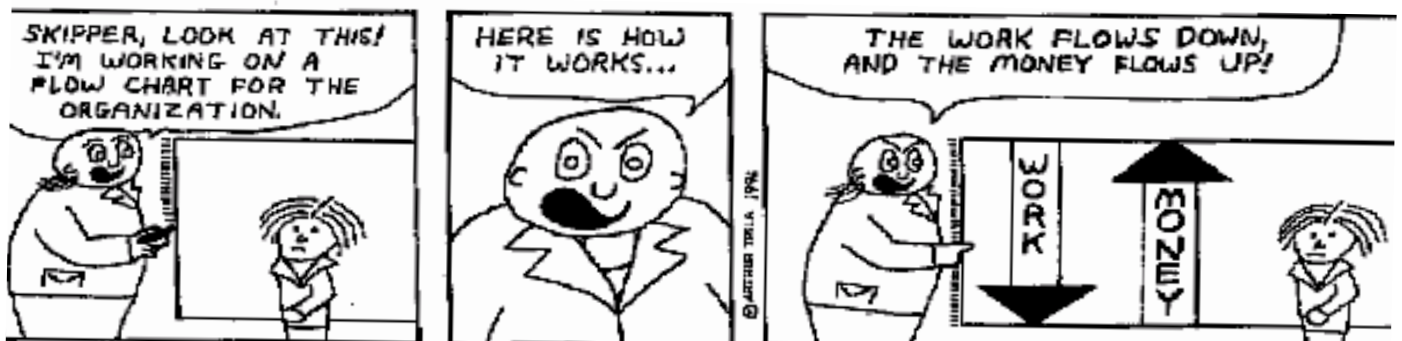
### ELECTIONS OF OFFICERS

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 30 April 2017. Alternatively nominations may be made from the floor of the conference prior to the election.

George Larkins  
GENERAL SECRETARY



# FUTURE OF HISTORIC TRADES HALL NOW IN OUR HANDS

*Continued from page 1*

The plan for work on Trades Hall to be discussed at the annual meeting will address the long term maintenance program for the building and its future uses.

Phase one of earthquake strengthening is already underway with a total overhaul of the electrics of the building. This will allow the placement of new foundations and sheer walls at the front of the building (the area where it is weakest). The latter work is to start in about October this year.

## EARTHQUAKE WORK REQUIRED

We are required by law to carry out earthquake strengthening work to comply with the minimum 34% building code standard before 2025. Any other work is discretionary.

Depending on funds the earthquake strengthening work may be done to a higher level than that

currently required by law.

The last items of deferred maintenance are painting the southern and western exterior walls.

Two long term projects are to complete earthquake strengthening to 100% of the building code and to reinstate the atrium.

## RESTORE ORIGINAL FEATURES

When Trades Hall was originally built natural light got into all levels of the building through an atrium on the roof. Over the years to make more space the hollow centre of the building was filled in. When the atrium is returned a conference and catering facility could be included on the ground floor.

Trades Hall is aiming to highlight the history of the building and the trade unionists who have worked here featuring the struggles that have secured many of the conditions of work that are now considered normal.

The first step is to name the rooms after the trade unionists that worked in them. Outside the room in the common areas a brief social history is provided about the work of each named trade unionist.

Our office is now called the Con Devitt room, and highlights to fights to establish redundancy compensation and the right to union representation in disciplinary investigations.

The role of unions in making New Zealand as it is today is not widely known, there is currently nowhere anyone can go to learn about it.

In the longer term we hope to be able to make educational videos available in the foyer for visitors to the building to view and learn about trade union principles and struggles. This could be much like what Te Papa provides in some of its exhibits.

## UNIONS PIONEERED NO NUKES POLICY

For example, the anti-nuclear stance of New Zealand is always associated with David Lange. However, in the 1970s it was the unions that promoted a ban on visiting nuclear warships. The port unions repeatedly struck when warships were in the harbour. Famously when asked when work could resume at the port of Wellington, Trades Council President Toby Hill told TV news: "Get that death ship out of the harbour." A video featuring this could be added to one that already exists about union strikes against nuclear warship visits.

Such displays would help to reintroduce the idea that a strong trade union movement is vital for social progress.



*Kiwis are taught that New Zealand's anti nuclear policy was created by David Lange. This is untrue - unions fought to keep nuclear armed and powered ships out of New Zealand repeatedly in the 1970s and 80s.*

## International news...

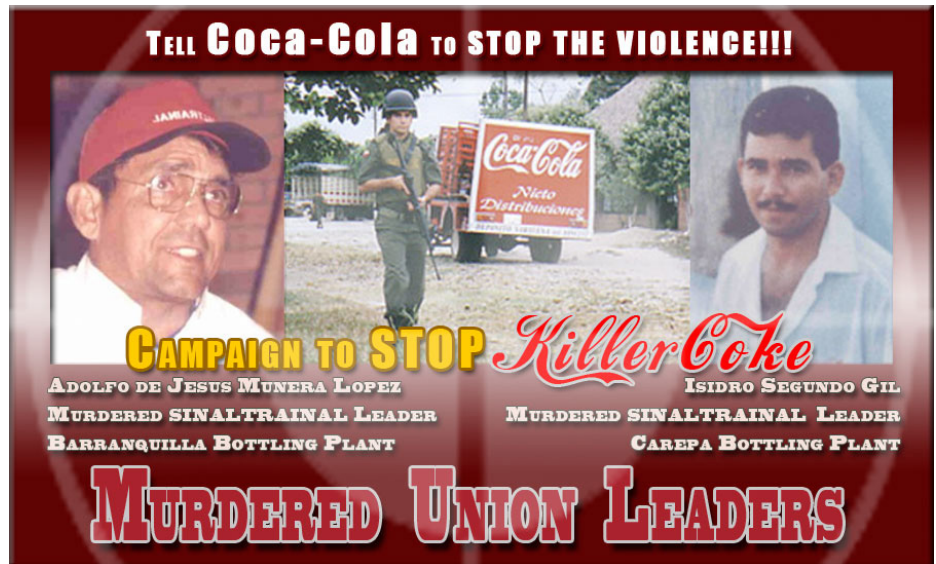
# Union backed peace deal voted down

In a civil war lasting 50 years over 4000 trade unionists have been assassinated in Columbia. The total lives lost in the conflict exceeded 220,000, 7 million were displaced and 600,000 disappeared.

In spite of the carnage a peace deal was rejected by Columbian voters in 2016.

The conflict in Columbia was caused by agribusiness forcing subsistence peasant farmers off their land to make way for large scale commercial farming. The peasants formed a political movement and staged a guerrilla war to try and reclaim their livelihoods. In areas where big business operated, in mining and oil, the conflict was at its worst. These areas were strongly unionised hence drawing union members and leaders into the conflict.

In the period 2002 - 2010 death squads were established by then President Alvaro Uribe, with backing from the US Central Intelligence Agency, to train the



paramilitary, army and “self defense” groups. They were responsible for the deaths of thousands. Global big business seized its opportunity to deal to unions in their businesses.

To survive the guerrilla forces and their political organisation, FARC, turned to kidnapping, ransom demands and drug trafficking.

## PEACE DEAL

Starting in 2012 a peace deal was negotiated between FARC and the government led by a new President, Juan Manuel Santos.

The peace deal was put to a referendum last year. The opposition of Uribe, and a low turnout of 37% of potential voters, saw the peace deal lost with 50.2% of votes against it.

The peace deal was backed by the Colombian trade union movement. Fabio Arias Giraldo from the Central Union of Workers (CUT) believe the peace accord was rejected because of the extreme polarisation and strength of the right in Columbia. “We believed that it was impossible this could happen,

but it did. It corresponds to a rightward shift that started with Uribe. 13 years ago he began a polarisation in the country that had to do with the problem of political violence, which has marked many people and has left too many victims... The two parties that signed the agreement are not very well perceived by the vast majority of the population. And there is much opposition to the political violence that FARC has generated, as well as a lot of dissatisfaction with the government for all the measures they took against civil society.”

## CONTINUING

Unions in Columbia continue to back the dialogue for a peace agreement and are hopeful that a deal will be reached.

Giraldo says “not a day passes without strong mobilizations in the streets, telling the government and the “no” people that we cannot miss this opportunity to achieve peace... We have now realised, even those who voted “no”, that we have made a serious mistake, and we have taken to the streets.”



# Transnational union organising initiative

**In 2015 the German union IG Metal decided to put resources into organising transnationally.**

Many German companies, particularly in the auto industry, operate on a global level and employ more people abroad than in Germany. For German unions to retain their bargaining power at home they need to have strong unions operating in the German companies' where ever they operate.

## HARDER

Low wages and bad conditions abroad means that it is harder to retain jobs in Germany, and it undermines the bargaining strength of the German unions in collective bargaining.

IG Metal joined forces with the US United Auto Workers Union and the metal workers union, VAVAS in Hungary. Together they developed a fast track communication system enabling them to help and partner unions to organise workers at German companies abroad. The project focuses specifically

on auto suppliers in southern USA and Western Hungary.

## KEY PRINCIPLES

Global union federation IndustriALL backs this initiative and at its second union congress adopted a set of key principles for unions to practice as basis for successful organising:

- build strong union structures
- be democratic and transparent
- include all types of workers in your organising work
- cooperate and coordinate with other unions
- don't compete with other unions to organise the same workers
- become self-sustaining.

All IndustriALL's organising projects are aimed at action and unity building, while cultivating an inclusive organising culture involving women, non-manual, youth, precarious workers and migrants. IndustriALL's projects organised a quarter of a million new workers into unions in the 2014-15 year.

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

Petroleum company BP is flouting Georgian law refusing to negotiate a collective agreement with a union of pipe workers as required by the country's law. The union attempted mediation as required by law, but BP refused to attend. They have attempted to break the union through redundancies. The Georgian workers are paid less than those employed by BP in surrounding countries.

## 12 SENTENCED

12 workers protesting the dismissal of the union reps by a Korean owned clothing company in the Tipitapa export processing zone in Nicaragua faced criminal charges. Found guilty the 12 were sentenced to 1 - 2 years house arrest and loss of political rights. The sentence means loss of their jobs and livelihoods.

## 5 FATALITIES

5 workers were killed by a chemical foam fire at the Gadani shipbreaking yard in Pakistan on 10 January. The fire broke out in a container ship that was owned by the shipyard's owner. Scores of workers have died at this facility in recent months. Government promises regarding improved safety for workers in the ship breaking yards have come to nothing. The workers all belonged to the National Trade Union Federation which has been able to get compensation for families.



## PAGE 16 M & C WORKERS NEWS

*Continued from page 6*

or hours available for shifts needed to be agreed and a 12 month shelf life would be a bottom line for any agreed provision requiring both parties agreement for it to continue. The Unions strongly emphasised the bottom line point and that any new provision would have to be fairly applied equally across the shifts by all shift managers ensuring equal distribution of AHs. The Unions agreed that management would need to have agreement for any proposal of staff covered by another CA and those who were non-union. A written draft proposal for a flexible hours provision was requested however the company failed to provide it in time.

### CLAIMS AND OFFER

At the claims meetings the members discussed the possible benefits and pitfalls of such a proposal. Members agreed that bottom line, any agreed clause in the CA could only have a 12 month shelf life at which point it would require agreement of both parties to continue as members recognised that a new system like this could lead to possible unforeseen/unintended problems and or unfairness in its application and a safety net was needed. Although a lot of concern for such a new concept was expressed at claims meetings members largely saw possible benefits and endorsed the position of the

Unions expressed to management at the initial meeting as above as counter claims to the proposal.

The company provided a formal offer as part of bargaining which included:

- 12 month shelf life,
- Shifts termed as “non production shifts” (shift cancellation)
- The number of “non production shifts” determined by criteria “when supply exceeds demand and the number of rostered shifts exceeds the number of required shifts”
- Maximum of 80 hours can be banked
- Challenge process for perceived or real issues,

and members duly ratified it. However, subsequently the Union discovered several issues.

### GUARANTEED HOURS

The Unions raised the issue with the company of whether or not the new flexible hours clause meets the requirements of the new employment standards and or whether the flexible hours provision breaches the right to 40 hours per week as per the CA. Both parties have been looking into the legal position and early advice to the Unions from their legal sources indicate breaches on both counts although the employment standards breaches could be simply resolved with agreed compensation payments for cancelled shifts that occur outside of the agreed notice period and for availability payments for required

overtime. If you are required to work overtime then based on the new employment standards you are effectively being required to be available for work outside of your ordinary hours. It should however be noted that the new employment standards have not been legally tested to date around these issues. Neither party considered or raised these issues during bargaining on a basis of negotiating in good faith towards an agreed solution to the cost and capacity issues. The company has been notified that members will need to revisit the ratification vote if an agreed solution cannot be found.

### SOLUTION

The Unions have advised the company that a solution would be to allow those who do not have banked hours or do not wish to use leave, or go unpaid, to work during non-production shifts in response to the 40 hours breach and to give greater incentives to work AHs through allowing additional hours to be banked at the same rate as overtime and allowing greater use of AHs.

At the time of writing this the company has responded and advised that its advice is similar to the Union's and agrees that breaches of the new employee standards are resolvable, but that the guarantee to provide 40 hours per week as per the CA is a breach that makes the current proposal unworkable in its current form. A meeting will be set soon to try to resolve the matter.

Issue number 110 of “*M & C Workers News*” was prepared by the National Office of the Manufacturing & Construction Workers Union.

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