

(10534.) AUCKLAND GLASSWORKERS.—AGREEMENT UNDER THE LABOUR DISPUTES INVESTIGATION ACT, 1913.

THIS industrial agreement, made in pursuance of the Labour Disputes Investigation Act, 1913, this 4th day of October, 1933, between the Auckland Glassworkers' Union, Auckland, New Zealand (hereinafter called the union") of the one part, and the Australian Glass Manufacturing Co., Ltd., of Penrose, Auckland, New Zealand (hereinafter called "the employer"), of the other part, whereby it is mutually agreed by and between the parties hereto as follows:—

1. That the terms, conditions, stipulations, and provisions contained and set out in the schedule hereto shall be binding upon the said parties, and they shall be deemed to be and are hereby declared to form part of this agreement.

2. The said parties shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, conditions, stipulations, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

SCHEDULE.

PART I.—AUTOMATIC MACHINE WORKERS.

Hours of Work.

1. The hours of work for operators, operators' assistants, and sorters, shall be as follows:—

Morning shift (forty-five hours per week): Mondays, 7 a.m. to 4 p.m.; Tuesday to Friday (inclusive), 8 a.m. to 4 p.m.; Saturdays, 8 a.m. to noon.

Afternoon shift (forty hours per week): Monday to Friday (inclusive), 4 p.m. to midnight.

Night shift (forty hours per week): Tuesday to Saturday (inclusive), midnight to 8 a.m.

Wages.

2. (a) The following shall be the minimum wages: Operators, £3 16s. 6d. per week; operators' assistants, £3 14s. 3d. per week; sorters, £3 19s. 2d. per week.

(b) Bonus for operators shall be as follows: Up to 6 oz. weight, 2d. per gross over 40 gross; over 6 oz. and up to 11 oz. 1½d. per gross over 20 gross; over 11 oz. and up to 15 oz. 2d. per gross over 20 gross; over 15 oz. and up to 27 oz. 2d. per gross over 15 gross; over 27 oz. and up to 40 oz. 2d. per gross over 10 gross.

Overtime and Holidays.

3. (a) The following shall be the recognized holidays: Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Labour Day, Anniversary Day, Anzac Day, and the birthday of the reigning Sovereign.

(b) Time worked on any of the holidays mentioned in the preceding subclause shall be paid for at ordinary rates, as defined in subclause (f) of this clause. The minimum payment under this clause shall be eight hours' pay.

(c) Time worked between midnight Saturday and midnight Sunday shall be paid for at double time rates, as defined in subclause (f) of this clause.

(d) Time worked between noon and midnight on Saturday or between midnight Sunday and 7 a.m. Monday, shall be paid for at the rate of time and a half for the first three hours and double time rates thereafter, as defined in subclause (f) of this clause.

(e) Time worked on any day in excess of the hours mentioned in clause 1 and not provided for in subclause (b), (c), or (d) of this clause, shall be paid for at the rate of time and a half for the first three hours and double time rates thereafter, as defined in subclause (f) of this clause.

(f) For the purposes of this clause ordinary rates, time and a half rates, and double time rates shall be—

	Ordinary Rates.	Time and a Half.	Double Time.
	s. d.	s. d.	s. d.
Operators 1 10	2 9	3 8
Operators' assistants 1 9½	2 8½	3 7½
Sorters 1 11	2 10½	3 10

The payments in this clause are in addition to the weekly wage mentioned in subclause (a) of clause 2.

PART II.—FIREMEN.

Hours of Work.

4. A week's work shall consist of six shifts of eight hours each shift.

Wages.

5. The minimum wage for firemen shall be £4 8s. 8d. per week.

Overtime.

6. Time worked in excess of the hours mentioned in clause 4 shall be paid for at the rate of 2s. 9½d. per hour.

Annual Holiday.

7. Firemen shall be entitled to one week's holiday on full pay after twelve months' service. If they resign or are discharged after six

months' service, but under twelve months' service, they shall be entitled to receive payment *pro rata* for holidays to which they have become entitled.

PART III.—YARD HANDS, PACKERS, BACH-HOUSE, AND ALL OTHER WORKERS NOT PROVIDED FOR IN CLAUSES 1 AND 2.

Hours of Work.

8. The ordinary hours of work shall not exceed forty-four per week, and shall be worked on five days of the week, Monday to Friday inclusive.

Wages.

9. The minimum rate of wages for workers under this part of this agreement shall be £3 14s. 3d. per week.

Overtime.

10. Time worked outside of or in excess of the hours mentioned in clause 8 shall be deemed to be overtime, and shall be paid for at the rate of 2s. 6¼d. per hour for the first three hours, and 3s. 4½d. per hour thereafter. Overtime to be calculated daily.

Holidays.

11. (a) The following shall be the recognized holidays: Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Labour Day, Anniversary Day, Anzac Day, and the birthday of the reigning Sovereign.

(b) When a worker is required to work on any of the holidays mentioned in the preceding subclause he shall be paid 1s. 8¼d. per hour for the time worked. Such payment to be in addition to the weekly wage mentioned in clause 9 hereof. The minimum payment under this clause shall be eight hours' pay.

PART IV.—YOUTHS.

12. (a) Youths may be employed in any department at the following rates of wages:—

	Per Week.
	£ s. d.
Fifteen to sixteen years	0 17 6
Sixteen to seventeen years	1 0 0
Seventeen to eighteen years	1 5 0
Eighteen to nineteen years	1 12 6
Nineteen to twenty years	2 0 0
Twenty to twenty-one years	2 5 0

(b) Youths may be employed in the ratio of one youth to every eight or fraction of eight adult workers employed: Provided that youths employed on jar-packing, fitting caps, &c., shall not be included in the computation.

(c) Clauses 8 and 11 (a) of this agreement shall apply to youths.

(d) Time worked outside of or in excess of the hours mentioned in clause 8 shall be deemed to be overtime, and shall be paid for at the rate of time and a half for the first three hours and double time thereafter. Overtime to be calculated daily.

12. (e) When a youth is required to work on any of the holidays mentioned he shall be paid in addition to his weekly wage a sum equal to one forty-fourth of the weekly wage stated for every hour worked. The minimum payment under this clause shall be eight hours' pay.

PART V.—GENERAL CONDITIONS APPLICABLE TO ALL WORKERS.

13. (a) The wages mentioned in this agreement are weekly wages, and no deduction may be made from same, except for time lost through the worker's sickness or default, or for any other cause over which the employer has no control.

(b) A worker shall not be entitled to pay in respect of any holiday unless he works on the day before and the day after such holiday.

(c) One week's notice of the termination of engagement shall be given on either side: Provided that in the case of an accident to the plant no notice of termination of engagement shall be necessary.

(d) For the purpose of this agreement a holiday shall be deemed to commence at 8 a.m. on the morning of the holiday and to terminate at 8 a.m. on the morning following: Provided that when a holiday falls on a Monday it shall terminate at 7 a.m. on Tuesday, and in such case the morning shift on Tuesday for workers coming under clause 1 shall be from 8 a.m. to 4 p.m.

(e) If a worker is required to work in any department other than his usual department, he shall be paid for the time so worked at the rate prevailing in such department if such rate is higher than his ordinary pay.

(f) Washing and bathing facilities and hot and cold showers to be provided.

(g) Suitable shelter for cycles to be provided.

(h) Boiling water for meals to be provided.

Hand Blowing.

14. In the event of the employer manufacturing bottles by hand the provisions of the agreement dated the 12th day of August, 1927 (Book of Awards, Vol. XXVII, p. 64), pertaining to block and plate work and stem work shall apply.

Casual Workers.

15. Workers engaged for less than one week shall be deemed to be casuals and shall be paid not less than 1s. 9½d. per hour.

Under-rate Workers.

16. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Matters not provided for.

17. Any dispute in connection with any matter not provided for in this agreement shall be settled between the employer's representative and the secretary and president of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the Conciliation Commissioner for the district, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Conciliation Commissioner, may appeal to the Court upon giving written notice of such appeal to the other party within seven days after such decision shall have been communicated to the party desiring to appeal.

Preference.

18. Preference of employment shall be given to members of the Auckland Glassworkers' Union.

Term of Agreement.

19. This agreement shall come into force on the 4th day of October, 1933, and shall continue in force until the 25th day of September, 1935: Provided that notwithstanding the expiration of the currency of the agreement it shall continue in force until a new agreement has been entered into.

Signed on behalf of the Auckland Glassworkers' Union—

J. PURTELL.

Witness to above signature—G. L. Elliott.

Signed on behalf of the Australian Glass Manufacturing Co., Ltd.—

W. KERNS.

Witness to the above signature—G. L. Elliott.

4th October, 1933.

NOTE.—This agreement, made under the Labour Disputes Investigation Act, 1913, was filed with the Clerk of Awards at Auckland pursuant to section 8 (1) of the said Act, on the 4th October, 1933.
