

AUCKLAND GLASS-WORKS' EMPLOYEES.—AGREEMENT UNDER  
LABOUR DISPUTES INVESTIGATION ACT, 1913.

THIS industrial agreement, made in pursuance of the Labour Disputes Investigation Act, 1913, this 9th day of September, 1940, between the Auckland Glass-works Employees' Union (hereinafter called "the union"), of the one part, and the N.Z. Glass Manufacturers' Co. Pty., Ltd., Penrose (hereinafter called "the employers"), 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 parties, and they shall be deemed to be and are hereby declared to form part of this agreement.

2. The said parties hereto 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.

*Industry to which Agreement applicable.*

The industry to which this agreement applies is the manufacture of glass bottles.

*Hours of Work.*

1. (a) The hours of work for all workers except watchmen shall be forty per week, and shall not exceed eight in any one day, to be worked between the hours of 8 a.m. and 5 p.m., Monday to Friday inclusive.

(b) Notwithstanding the provisions of subclause (a) hereof, shift-workers shall work from 8 a.m. to 4 p.m. Monday to Friday, 4 p.m. to midnight, Monday to Friday, midnight to 8 a.m. Monday to Saturday. This subclause shall apply only to operators, operators' assistants, sorters, sorters' assistants, firemen, sand-washers, and six employees in the cardboard-box factory.

#### *Wages.*

2. (a) The following shall be the minimum rates of wages:—

	Per Week.		
	£	s.	d.
Operators and relieving operators (manufacturing department) .. .. .	4	18	0
Operators' assistants (manufacturing department) .. .. .	4	15	6
Man in charge operating single-facer and double-backer machines in cardboard-factory .. .. .	5	5	0
Operator on rotary chopper, rotary scorer and slitter, and rotary container machine ..	5	2	6
Sorters .. .. .	5	4	6
Firemen .. .. .	5	4	6
Yard-hands, packers, bach-house hands, and all other workers not specified above ..	5	0	0

(b) A worker oiling machinery, cleaning floors, and performing general incidental duties of a like nature shall be deemed to be an operators' assistant in the manufacturing department.

#### *Bonus Rates.*

3. (a) Bonus rates for operators shall be as follows:—

- (i) Up to 6 oz. weight: 2d. per gross over 40 gross.
- Over 6 oz. and up to 11 oz. weight: 1½d. per gross over 20 gross.
- Over 11 oz. and up to 15 oz. weight: 2d. per gross over 20 gross.
- Over 15 oz. and up to 27 oz. weight: 2d. per gross over 15 gross.
- Over 27 oz. weight: 2d. per gross over 10 gross.
- Over 40 oz. weight: 2d. per gross over 5 gross.
- 80 oz. "Winchesters": 2d. per gross from commencement of journey.
- Half-gallon jars and flagons, 2d. per gross from commencement.

(ii) Model "B" or "Baby" machine—

Up to 2 oz. weight: 2d. per gross over 50 gross.

Over 2 oz. and up to 4 oz. weight: 2d. per gross over 40 gross.

Over 4 oz. weight: 2d. per gross over 30 gross.

(b) Press-and-blow machine bonus rates shall be as follows—

Up to 2 oz. weight: 2d. per gross over 50 gross.

Over 2 oz. and up to 6 oz. weight: 2d. per gross over 40 gross.

Over 6 oz. and up to 11 oz. weight: 1½d. per gross over 20 gross.

Over 11 oz. and up to 15 oz. weight: 2d. per gross over 20 gross.

Over 15 oz. and up to 27 oz. weight: 2d. per gross over 15 gross.

Over 27 oz. weight: 2d. per gross over 10 gross.

#### *Youths.*

4. Subject to the provisions of the Factories Act, youths may be employed in any department at the following minimum rates of wages:—

	Per Week.		
	£	s.	d.
Under sixteen years .. .. .	1	2	6
Sixteen to seventeen years—			
First six months .. .. .	1	9	0
Second six months .. .. .	1	14	0
Seventeen to eighteen years—			
First six months .. .. .	2	0	0
Second six months .. .. .	2	6	0
Eighteen to nineteen years .. .. .	2	11	0
Nineteen to twenty years .. .. .	2	17	6
Twenty to twenty-one years.. .. .	3	2	6
Thereafter the minimum rates:			

Provided that youths shall not be employed on any of the following adult jobs: Operators, operators' assistants, sorters, packers (except youths packing in corrugated cardboard), bach-house hands (except mixing-machine operators), general yard hands, sand-washer/s, single-facer operators or assistants in cardboard-factory, double-backer operator or assistants in cardboard-factory, sawyers, firemen:

Provided, further, that one youth may be employed on each shift to assist the assistant operator in cleaning floors.

*Overtime.*

5. (a) Overtime shall be paid for at the rate of time and a half for the first three hours, and double time thereafter. All overtime shall be calculated daily.

(b) Workers required to work at week-ends shall be notified not later than midday Friday of each week.

*Holidays.*

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

(b) Work done on any of the above-mentioned holidays shall be paid for at the rate of double time in addition to the ordinary weekly wages.

(c) Work done on any Sunday shall be paid for at the rate of ordinary time in addition to the ordinary weekly wages.

(d) The provisions of section 14 of the Factories Amendment Act, 1936, as amended, shall apply to the holidays set out in this clause.

*Annual Holidays.*

7. (a) Sorters and firemen shall be allowed an annual holiday of two weeks on full pay on completion of each year of service, such service to be computed as from the expiry of the last qualifying period.

(b) All other workers shall be allowed an annual holiday of one week on full pay on completion of each year of service, such service to be computed as from the commencement of this award.

(c) Should a worker resign or be discharged after six months' but less than twelve months' service, he shall be paid a *pro rata* amount for the time served.

*General Conditions.*

8. (a) The wages mentioned in this agreement, other than in clause 10, shall be weekly wages, and no deductions shall be made from same except for time lost through the workers sickness, accident, or default.

(b) The working-week shall end at 5 p.m. on Tuesday of each week, and all wages shall be paid not later than Thursday of each week. In the case of operators and operators' assistants the week shall end Sunday midnight.

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

(d) For the purpose of this agreement a holiday shall be deemed to commence at 8 a.m. and terminate at 8 a.m. the following morning.

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

(f) Adequate washing facilities and hot and cold showers shall be provided.

(g) Suitable shelter for cycles shall be provided.

(h) Boiling water for meals shall be provided.

(i) A modern first-aid emergency case, fully equipped, shall be kept in a convenient place in every works, also conveniences for a supply of hot water at short notice.

(j) Lockers shall be provided for all workers.

(k) Workers who report for work but are sent home before starting, to come back on another shift, shall be paid a minimum of two hours. Workers commencing work and later are sent home to come back on another shift shall be paid overtime rates for the time so worked.

(l) In the event of an operator or sorter of a following shift failing to report for work, the operator or sorter of the previous shift shall continue working until a relief is obtainable.

(m) Dirt-money at the rate of 1s. per day shall be paid in addition to the weekly rate to all employees while handling soda-ash in bags.

#### *Casual Workers.*

9. Workers engaged for less than one week shall be deemed to be casual workers, and shall be paid not less than the casual rate then prevailing.

#### *Matters not provided for.*

10. Any dispute in connection with any matter not provided for in this agreement shall be settled between the management, and the secretary, and/or the president of the union, and in default of any agreement being arrived at, then such dispute shall be referred to a local dispute committee presided over by a Chairman appointed by the Minister of Labour, whose decision shall be final.

*Access to Works.*

11. The employers bound by this agreement shall permit the secretary or other authorized officer of the union of workers to enter at all reasonable times (to be mutually arranged between the employer and the union) upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

*Under-rate Workers.*

12. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement may be paid such lower wage as may from time to time be fixed, on 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.

*Workers to be Members of the Union.*

13. (a) It shall not be lawful for any employer bound by this agreement to employ or to continue to employ in any position or employment subject to this agreement any adult person who is not for the time being a member of an

industrial union of workers bound by this agreement or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this agreement: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this agreement during any time while there is no member of a union bound by this agreement who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this agreement for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

*Extension of Hours under Factories Act.*

14. Pursuant to the provisions of section 3 of the Factories Amendment Act, 1936, the limits of hours fixed by subsection (1) of that section are hereby extended upon the terms of this agreement in respect of every occupier of a factory bound or to be bound by this agreement.

*Terms of Agreement.*

15. This agreement shall come into force on the 9th day of September, 1940, and shall continue in force until the 31st day of December, 1941.

Signed on behalf of the Auckland Glass Manufacturers' Co., Ltd.—

N.Z. Glass Manufacturers' Co. Pty., Ltd.:  
W. M. KERNS, Manager.  
C. L. ELLIOTT, Secretary.  
W. E. SWINNERTON, Engineer.

Signed on behalf of the Auckland Glass-works Employees' Union—

Auckland Glass-works Employees' Union:  
E. H. GIMBLETT, President.  
L. WOWSON, Assessor.  
W. ASHTON, Secretary.

NOTE.—This agreement, made under the Labour Disputes Investigation Act, 1913, was filed with the Clerk of Awards, Auckland, pursuant to section 8 (1) of the said Act, on the 25th day of September, 1940.