

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

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the agreement, made on the 15th day of June, 1945, between the New Zealand Glass-workers' Union and the New Zealand Glass Manufacturers' Co., Pty., Ltd., Penrose.

WHEREAS by the Economic Stabilization Emergency Regulations 1942 it is provided that no agreement made in pursuance of the Labour Disputes Investigation Act, 1913, shall come into force until it is filed under section 8 of the said Act: And whereas it is further provided that no such agreement shall be accepted by a Clerk of Awards for filing as aforesaid unless it has been approved by the Court for the purposes of the said regulations: And whereas application has been made for approval of the agreement made on the 15th day of June, 1945, between the New Zealand Glass-workers' Union, of the one part, and the New Zealand Glass Manufacturers' Co., Pty., Ltd., Penrose, of the other part: Now, therefore, the Court, having had regard to and having taken into consideration the matters and things as required by the said regulations, doth hereby approve the said agreement for the purposes of the said regulations.

Dated this 19th day of December, 1945.

[L.S.]

A. TYNDALL, Judge.

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

THIS industrial agreement, made in pursuance of the Labour Disputes Investigation Act, 1913, this 15th day of June, 1945, between the New Zealand Glass-workers' Union (hereinafter called "the union"), of the one part, and the New Zealand

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. That 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 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, batch-mixers, and employees in the cardboard-box factory.

(c) Shift-workers may work eight hours continuously, provided that by mutual arrangement each worker shall have ample opportunity to partake of a meal during each shift without any cessation of work.

Wages

2. (a) The following shall be the minimum rates of wages (including the 5 per cent. cost-of-living bonus allowed by the Court of Arbitration in 1940) for all adult members of the

New Zealand Glass-workers' Union employed by the New Zealand Glass Manufacturers' Co., Pty., Ltd., doing work covered by this agreement:—

	Per Week.		
	£	s.	d.
Operators and relieving operators (manufacturing department)	5	13	10
Operators' assistants (manufacturing department) ..	5	13	10
Man in charge operating single-facer and double-backer machines in the cardboard factory ..	5	18	10
Operator on rotary chopper, rotary scorer, and slitter, and rotary container machines	5	16	4
Sorters	5	18	4
Firemen	5	18	4
Yard hands, packers, batch-house hands, and all other workers not specified above	5	13	10
Adult female workers employed packing pressed ware and bottles in cardboard containers, and screwing caps on bottles	3	8	3

(b) A worker oiling machinery, cleaning floors, and performing general incidental duties of a like nature shall be deemed to be an operator's assistant in the manufacturing department: Provided, further, that one operator's assistant shall be employed to each three machines working. This subclause shall apply only to No. 1 and No. 2 tanks.

(c) All workers employed on afternoon and night shifts shall receive a shift allowance of 3d. per hour per shift over and above the rates prescribed in subclause (a) of this clause. This subclause shall not apply when workers are in receipt of overtime or holiday rates of wages.

(d) The operator in charge of the double backer Knowlton machine in the cardboard factory shall receive 1s. per shift, or part thereof, over and above the rate prescribed in subclause (a) of this clause. This subclause shall not apply when workers are in receipt of overtime or holiday rates of wages.

(e) The operator on the fast slitter in the cardboard factory shall receive 6d. per shift, or part thereof, over and above the rate prescribed in subclause (a) of this clause. This subclause shall not apply when workers are in receipt of overtime or holiday rates of wages.

(f) Workers employed assisting on the double backer machine in the cardboard factory shall receive 8d. per shift, or part thereof, over and above the rate prescribed in subclause (a) of this clause. This subclause shall not apply when workers are in receipt of overtime or holiday rates of wages.

(g) When a fireman is employed on the gas producer without assistance, he shall receive 2s. 6d. per shift over and above the rates prescribed in subclauses (a) and (c) of this clause.

(h) Sorters employed on the Model "R" machine shall receive 2s. 6d. per shift, over and above the rates prescribed in subclauses (a) and (c) of this clause: Provided, further, that a boy assistant shall be employed with the sorter. If a boy assistant is not available, a man shall be employed in place of the two boys on the No. 1 tank, and shall be paid Model "R" sorters' rates.

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.
- (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.
- (iii) 1 oz. essence, plain and screw top, and 1 oz. "inks,"
2d. per gross over 70 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 (inclusive of the 5 per cent. cost-of-living bonus allowed by the Court of Arbitration in 1940):—

	Per Week.		
	£	s.	d.
Under sixteen years of age	1	8	3
Sixteen to seventeen years—			
First six months	1	15	9
Second six months	2	1	6
Seventeen to eighteen years—			
First six months	2	8	3
Second six months	2	15	0
Eighteen to nineteen years	3	1	0
Nineteen to twenty years	3	8	3
Twenty to twenty-one years	3	14	0
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), batch-house hands (except mixing-machine operators), general yard hands, sand-washers, single-facer operators or assistants in cardboard factory, double-backer operators 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, Anniversary Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Christmas Day, Boxing 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.

(e) The employer shall whenever practicable give shift workers seven days' notice of intention to work on any of the above-mentioned holidays.

Annual Holidays

7. Annual holidays shall be allowed in accordance with the provisions of the Annual Holidays Act, 1944: Provided, however, that sorters, operators, and firemen shall be allowed an annual holiday of three weeks.

General Conditions

8. (a) The wages mentioned in this agreement, other than in clause 9, shall be weekly wages, and no deductions shall be made from same except for time lost through the worker's sickness, accident, or default.

(b) The working-week shall end at midnight on Tuesday of each week, and all wages shall be paid not later than Thursday of each week. In the case of shift-workers, the week shall end at midnight on Sunday. On pay-day, workers other than shift-workers shall be permitted to cease work at 4.25 p.m.

(c) One week's notice of the termination of the engagement shall be given on either side: Provided that in the event 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 room, fully equipped, shall be maintained.

(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 who commence work and are later sent home, to come back on another shift, shall be paid overtime rates for the time so served.

(l) Dirt-money at the rate of 1s. per shift shall be paid in addition to the weekly rate to all workers while handling soda ash in bags. Workers cleaning under No. 2 tank shall be paid 1s. 4d. a day extra while so employed, and shall be supplied with gum boots and rubber aprons while so employed.

(m) Workers employed packing with hay in bags shall be paid 1½d. per hour in addition to the weekly rate.

(n) Female workers shall not be required to lift any package exceeding 40 lb. in weight. Youths under the age of eighteen years shall not be required to lift a greater weight than 70 lb.

(o) A ten minute break shall be allowed for morning tea for all workers, a whistle to be blown at 10 a.m. and at 10.10 a.m. to indicate the break.

(p) Workers required to work overtime at night shall be paid a meal allowance of 2s. per meal, provided that in the event of workers receiving twenty-four hours' notice that they will be required to work no meal allowance shall be paid.

(q) Oilskins and gum boots shall be provided for all workers required to work outside in wet weather, the workers to be responsible for such articles negligently lost or destroyed.

(r) The employment of female labour, subject to the terms and conditions of this agreement, shall be permitted for the duration of the war and for six months thereafter, and shall be subject to review then.

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 the 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 thereto.

(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 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 the 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 purpose of subclause (a) of this clause a person of the age of eighteen years and 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 the workers the right to join the union.)

*General Order under Rates of Wages Emergency Regulations
1940*

14. The general order made under the Rates of Wages Emergency Regulations 1940, and dated 31st March, 1942, shall be deemed to be incorporated in this agreement, and shall have effect according to its tenor.

Term of Agreement

15. This agreement, in so far as it relates to wages, shall be deemed to have come into force as from the 1st day of April, 1945, and so far as all the other conditions of this agreement are concerned it shall come into force on the day of making hereof, and this agreement shall continue in force for one year from the date of making hereof.

Signed on behalf of the New Zealand Glass Manufacturers' Co., Pty., Ltd.—

C. L. ELLIOTT, Manager.
L. LEASK, Works Manager.
W. E. ANDERSON, Assessor.

Signed on behalf of the New Zealand Glass-workers' Union—

W. ASHTON, Secretary.
E. H. GIMBLETT, President.
A. G. WILSON, Assessor.

MEMO

This agreement has been signed on the understanding that the union will join with the employer in an application to the Court of Arbitration for an order in the terms of clause 14 of the expired agreement.

Signed on behalf of New Zealand Glass Manufacturers' Co.,
Pty., Ltd.—

C. L. ELLIOTT, Manager.

Signed on behalf of New Zealand Glass-workers' Union—
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 4th day of February, 1946.
