

**NORTHERN INDUSTRIAL DISTRICT GLASS BEVELLERS, SILVERERS,
AND LEADLIGHT WORKERS—AWARD**

In the Court of Arbitration of New Zealand, Northern Industrial District—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the Auckland United Furniture and Related Trades Industrial Union of Workers (hereinafter called “the union”) and the under-mentioned firms and companies (hereinafter called “the employers”):

Atlas Glass Co. Ltd., Sunny Brae Road, Takapuna.
Auckland Glass Co. Ltd., 66 Hobson Street, Auckland.
Auckland Glass Co. Tauranga Ltd., Devonport Road, Tauranga.
Booth and Chapman Ltd., Victoria Street, Hamilton.
Diamond Glass Co., Keddel Street, Frankton.
Glass and Glazing Ltd., 150 Great North Road, New Lynn.
Glass Supplies Ltd., Pukatua Street, Rotorua.
Hawthorne Glass Co. Ltd., James Street, Whangarei.
Henderson Glass Supplies Ltd., Sturgess Road, Henderson.
Lewis Glass Works, 44 Mount Eden Road, Auckland.
Moore and Crawford Ltd., Sale Street, Auckland.
Phillipps and Impey Ltd., 48 Queen Street, Auckland.
Putaruru Glass Supplies, Taupo Road, Putaruru.
Roskill Glass Co. Ltd., 74 Carr Road, Mount Roskill.
Saunders Glass Co., Matthews Avenue, Kaitia.
Sauvarins Ltd., 4 Galatos Street, Newton.
Smith and Smith Ltd., 9–11 Albert Street, Auckland.
Tingey, R. E., and Co. Ltd., 56 Customs Street East, Auckland.
Whakatane Glass Co., Macalister Street, Whakatane.
Wood, W. E., Glass Co., Porowhini Avenue, Whangarei.

THE Court of Arbitration of New Zealand (hereinafter called “the Court”), having taken into consideration the matter of the abovementioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award:

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the Schedule hereto and of this award shall be binding upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the Schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as hereinafter provided and shall continue in force until the 11th day of May 1962 and thereafter as provided by section 152 of the Industrial Conciliation and Arbitration Act 1954.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 11th day of November 1960.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Industry to Which Award Applies

1. This award shall apply to that section of glassworking that processes the cutting, bevelling, silvering, polishing, sand-blasting, cementing of glass, and to the making of leadlights, and to the general work of employees including the cutting and attaching of mirror backs in connection with or incidental to such processes.

Hours of Work

2. (a) The ordinary hours of work shall not exceed eight hours on five days of the week, Monday to Friday inclusive, and shall be worked between the hours of 7.30 a.m. and 5 p.m.

(b) Not less than 45 minutes shall be allowed for a meal, but in cases where the majority of workers in any factory agree with the employer for a lesser period, not less than 30 minutes shall be allowed.

Wages

3. (a) The minimum rate of wages to be paid to glass bevellers, silverers, polishers, cutters (other than for glazing purposes), leadlight workers (other than leadlight cementers) and sand-blasters shall be 6s. 9½d. per hour.

Leadlight cementers and all other workers shall be paid not less than 5s. 9½d. per hour.

(b) Glass-bevelling shall include roughing, smoothing, pumicing, rouging, drilling, mitring, grinding, rounding, polishing and brilliant cutting and scalloping and chipping.

(c) When the working of a sandblasting-machine requires the use of a helmet, an extra rate of 3½d. per hour shall be paid, but in all cases where the enclosed box-type machine is used and no helmet is necessary no extra payment shall be made.

(d) Wages shall be paid weekly not later than Thursday on the premises of the employer and during working hours, but not later than five minutes before the ordinary time of ceasing work.

(e) Where practicable, the wages envelope shall show the ordinary wage, overtime, special payments, and the amounts deducted for social security, etc., but where this is not practicable the information shall be supplied to any worker upon application.

Youths

4. (a) Youths may be employed at the following minimum rates at any work other than bevelling, silvering, polishing, cutting, lead-glazing, cementing or sand-blasting in the proportion of one youth to each five or fraction of the first five journeymen employed.

	Per Week		
	£	s.	d.
15 to 16 years of age	5	0	0
16 to 17 years of age	5	5	0
17 to 18 years of age	5	15	0
18 to 19 years of age	6	5	0
19 to 20 years of age	7	10	0
20 to 21 years of age	9	12	0

Thereafter at not less than 5s. 9½d. per hour.

(b) No deduction shall be made from the weekly wage specified herein except for time lost through the worker's sickness, accident, or default.

Requirements of Economic Stabilisation Regulations

5. No worker bound by this award shall in any week be paid a lesser amount by his employer than the worker would have been entitled to be paid under this award if it had specifically applied the general order of the Court dated 18 September 1959 otherwise than by incorporation pursuant to the pronouncement of the Court dated 18 September 1959.

Overtime

6. All time worked outside or in excess of the hours prescribed in clause 2 hereof shall be deemed to be overtime and shall be paid for at time and a half for the first three hours and double time thereafter: Provided that all time worked after 10 p.m. or before 7.30 a.m. shall be paid for at double time rates.

For work done on Saturday morning between the hours of 7.30 a.m. and 12 noon, time and a half rates shall be paid: Provided that for all work done in excess of four hours or after 12 noon on Saturday double time rates shall be paid.

Holidays

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

(b) Payment of wages for the said holidays shall be made to all persons who have been employed at any time during the fortnight ending on the day on which the holiday occurs.

(c) In the event of a holiday, other than Anzac Day, falling on a Saturday or Sunday, such holiday shall be observed on the succeeding Monday or Tuesday, and in the event of any other holiday falling on such Monday, such holiday shall be observed on the succeeding Tuesday.

(d) All work done on Sunday or any of the abovementioned holidays shall be paid for at double time rates in addition to the holiday payment.

Meal-money

8. Meal-money at the rate of 5s. per meal shall be paid or a suitable meal shall be supplied to workers working overtime after 5 p.m.: Provided that such workers cannot reasonably get home for their meal and return within one hour: Provided, further, that such payment shall be made daily or weekly as agreed. For the purpose of this subclause a hot meal shall comprise freshly cooked meat, vegetables, and potatoes with bread and butter and tea or coffee.

Annual Holidays

9. Annual holidays shall be granted in accordance with the provisions of the Annual Holidays Act 1944, excepting that notice of closing down for annual holidays shall be posted in a conspicuous place at least one month before the holidays.

Termination of Employment

10. One week's notice of the termination of the employment shall be given in the case of youths and one hour's notice in the case of other workers.

Access to Factory

11. Every employer bound by this award shall permit the secretary or other authorised official of the union of workers to enter at all reasonable times upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

General Conditions

12. (a) When a worker is directed to proceed to work away from his ordinary place of employment, all travelling expenses (such to include board and lodging) and the time when travelling shall be paid by the employer. Time occupied in travelling shall be paid at ordinary rates. No worker shall be paid more than an ordinary day's wages for any day occupied by him in travelling, although the hours so occupied by him exceed eight, unless he is on the same day occupied in working for his employer: Provided that workers travelling on Saturday or Sunday shall be paid at overtime rates, or if travelling on a holiday shall be paid at holiday rates.

(b) Workers who are required to use their own motor-cycles during the course of their work shall be paid 2s. 6d. each day or part of a day on which they use same. Workers who are required to use their own push-cycles during the course of their work shall be paid 1s. for each day or part of a day on which they use same.

(c) Piecework is prohibited. Contract work for labour only or substantially labour only shall be considered piecework.

(d) If a worker, at the direction of the employer, commences work at any place other than the workshop of the employer, he shall be paid any extra fares and for time necessarily involved going to and from such work.

(e) A first-aid medical outfit, suitably equipped, shall be provided and maintained by the employer and shall be kept in a convenient and accessible place for use in case of accident. Should any worker meet with an accident requiring medical attention during the course of his employment, the employer shall, immediately after the accident, arrange for the worker's transport to a nearby doctor or to a hospital in order that the worker may receive the necessary immediate medical or surgical attention.

(f) Employers shall provide facilities for boiling water at meal time, and, where five or more workers are employed, shall provide and keep in order a lunch-room, and separate lockers for each worker to hold his clothes.

(g) Overalls shall be supplied to leadlight cementers and protective waterproof aprons to glass bevellers, silverers, and polishers and shall remain the property of the employer.

(h) Cutters substantially employed at the cutting table and bevellers or silverers required to perform work from which water or other liquid falls or drips on their boots shall be paid a boot allowance of 30s. on the completion of each six months of employment. In the event of termination of employment a *pro rata* payment shall be made.

(i) A break of 10 minutes each morning and afternoon shall be allowed for morning and afternoon tea without deduction from wages: Provided that the afternoon break shall be allowed not later than one hour before the ordinary time of ceasing work.

(j) Adequate facilities shall be provided for the drying of protective clothing used by glass bevellers.

(k) A suitable time piece shall be provided by the employer on each floor.

(l) Every employer shall, on written request from the union secretary, or branch secretary, supply the names, private addresses and occupations of all workers in his employ coming within the scope of this award, but not more often than once every 12 months.

(m) Union representatives appointed to joint committees of employers and workers shall be allowed time off without pay to attend meetings convened by any particular Government Department.

(n) Suitable facilities for washing, which shall include hot water, soap, clean towels (or other suitable means of drying) shall be provided. Five minutes shall be allowed for the washing of hands before the termination of the day's work.

(o) A suitable disinfectant shall be supplied by the employer and shall be available at all times for the general cleaning of tubs and trays and other equipment used.

Matters Not Provided For

13. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the secretary or president of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the Conciliation Commissioner, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner, may appeal to the Court upon giving written notice of such appeal to the other party within 14 days after such decision shall have been communicated to the party desiring to appeal.

Workers to be Members of Union

14. (a) Subject to the provisions of sections 174 (5) and 175 of the Industrial Conciliation and Arbitration Act 1954, it shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award.

(b) For the purposes of subclause (a) of this clause a person of the age of 18 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 award for workers of the age of 21 years and upwards, shall be deemed to be an adult.

(c) Every person who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested so to do by his employer or any officer or representative of the union, commits a breach of this award, and shall be liable accordingly.

(NOTE—Attention is drawn to section 174 (3) of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.)

Under-rate Workers

15. (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 14 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.

Application of Award

16. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every industrial union, industrial association, or employer who, not being an original party hereto, is, when this award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial district to which this award relates.

Scope of Award

17. This award shall operate throughout the Northern Industrial District.

Term of Award

18. This award, in so far as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the 13th day of October 1960, and so far as all other provisions of the award are concerned, it shall come into force on the day of the date hereof; and this award shall continue in force until the 11th day of May 1962.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 11th day of November 1960.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The only matter referred to the Court was a counter proposal by the employers for the inclusion of provisions relating to the employment of female workers. At the hearing of the dispute by the Court, however, this matter was not proceeded with by the employers, and the award therefore embodies the terms of the memorandum of partial settlement arrived at in Conciliation Council.

A. TYNDALL, Judge.