

**SAFETY GLASS (N.Z.) LTD. EMPLOYEES—INDUSTRIAL AGREEMENT***[Filed in the Office of the Clerk of Awards, Auckland]*

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 5th day of October 1962, between the Auckland Furniture and Related Trades Industrial Union of Workers (hereinafter called "the union"), of the one part, and the Safety Glass (N.Z.) Ltd., (hereinafter called "the employer"), of the other part, whereby it is mutually agreed by 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 hereto, 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 of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

**SCHEDULE***Industry to Which This Agreement Applies*

1. This agreement shall apply to that section of glass working that requires the cutting, edgeworking, drilling, laminating, polishing and heat tempering to produce safety or toughened glass.

*Hours of Work*

2. (a) The ordinary hours of work shall not exceed eight per day, Monday to Friday both days 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 the factory agree with the employer for a lesser period not less than 30 minutes shall be allowed.

(c) No worker shall be employed for more than five hours continuously without an interval of at least 30 minutes for a meal.

(d) A tea break of 10 minutes each morning and afternoon shall be allowed without deduction from wages: Provided that the afternoon break shall be allowed not later than 3.30 p.m.

(e) Shift workers unable to leave their job shall have the tea brought to them.

*Shift Work*

3. (a) This clause shall have no application to a worker required to work shifts outside of the hours prescribed in clause 2 on less than five consecutive working days.

(b) Shifts may be worked on electric furnaces, on edgeworking, scratch polishing, buffing machines, and cutting and drilling.

(c) Only males of not less than 18 years of age may be employed on shift work, and no worker shall be employed unless some other person is within calling distance.

(d) The ordinary hours of work for shift workers shall consist of five shifts of eight hours each to be performed between the hours of midnight Sunday/Monday and 8 a.m. Saturday. Any work done after midnight Friday shall be paid for at half rates additional.

(e) The daily hours of shift workers shall be continuous, inclusive of crib time.

(f) Any work performed over and above 40 hours per week or eight hours per shift or outside the period set out in subclause (d) hereof shall be deemed to be overtime.

(g) Shifts shall normally be worked as follows:

Day shift 7 a.m. to 3 p.m.

Afternoon shift 3 p.m. to 11 p.m.

Night shift 11 p.m. to 7 a.m.

Provided that the hours may be varied by mutual agreement between the employer and the union.

(h) If shifts are rotated workers employed on such shifts shall be paid 9d. per hour extra; but if shifts are not rotated shift allowance shall be paid on the afternoon and night shifts only at the following rates:

(a) On the afternoon shift 6d. per hour extra.

(b) On the night shift 7d. per hour extra.

The above allowances shall be paid for each hour worked in ordinary shift and overtime hours.

(i) Shift workers whose ordinary day off falls on one of the specified holidays shall be allowed another working day in lieu thereof or a day to be mutually agreed on.

(j) In lieu of two weeks annual holiday, shift workers regularly and continuously employed on afternoon or night shift or on three rotating shifts shall be allowed three weeks annual holiday upon the completion of each year's service. Provided that a shift worker employed under the provisions of this subclause for less than 12 months shall receive a *pro rata* benefit. The third weeks holiday may be allowed either in conjunction with or separately from the first two weeks as the employer may decide.

### Wages

4. (a) The minimum rates of wages to be paid furnace operators, edgeworkers, polishers, and cutters shall be 7s. 3d. per hour.

All other workers not less than 6s. 3d. per hour.

(b) Edgeworking shall include roughing, smoothing, pumicing, and drilling.

(c) Wages shall be paid weekly not later than Thursday on the premises of the employer and during working hours. The worker shall be furnished with details of his wages.

### Youths

5. (a) Youths may be employed at any work other than edgeworking, polishing, cutting, in the proportion of one to five or fraction of five after the first five workers who are in receipt of not less than the minimum rate prescribed in clause 4 (a).

The minimum weekly rates for youths shall be as follows:

	£	s.	d.
16 to 17 years of age .....	5	12	6
17 to 18 years of age .....	6	2	6
18 to 19 years of age .....	6	12	6
19 to 20 years of age .....	7	17	6

Thereafter not less than the rates as prescribed for workers in clause 4 (a). Provided that a youth who has been employed by the firm continuously for three years prior to reaching 20 years of age shall receive for the work performed not less than the rates prescribed in clause 4 (a).

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

(c) Youths 18 years of age or over may be employed as furnace operators but shall be paid the rate prescribed for such workers in clause 4 (a) of this agreement.

#### *Females*

6. (a) Females of the age of 16 or over may be employed on upright buffing, upright sanding machines, and on the work of washing, inspecting, testing branding and packing, the minimum weekly rates shall be:

	£	s.	d.
16 to 17 years of age .....	5	10	0
17 to 18 years of age .....	6	5	0
18 to 19 years of age .....	7	0	0
19 to 20 years of age .....	7	15	0

Thereafter not less than £9 15s. 0d. per week. Provided that a worker who has been employed by the firm continuously for a period of three years prior to reaching 20 years of age shall receive not less than £9 15s. per week.

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

#### *Overtime*

7. (a) All time worked outside or in excess of the hours prescribed in clauses 2 and 3 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. (except by shift workers) shall be paid for at double time rates.

(b) For work done on Saturday morning between the hours of 7.30 a.m. and 12 noon time and a half shall be paid for the first three hours, for time worked in excess of three hours or before 7.30 a.m. or after 12 noon double time shall be paid.

(c) Overtime shall be calculated on a daily basis.

#### *Meal Money*

8. Workers required to work overtime after 5.30 p.m. shall, (unless they can reasonably get home for a meal and return in the meal period allowed pursuant to clause 2 (b)) at the option of the employer be supplied with a suitable meal or be paid the sum of 5s. 2d. which shall be paid before commencing overtime.

For the purpose of this clause a suitable meal would comprise freshly cooked meat, vegetables including potatoes, bread and butter, and either tea or coffee.

#### *Holidays*

9. (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 in accordance with section 28 of the Factories Act 1946.

(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 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.

### *Annual Holidays*

10. Unless provided for elsewhere in this agreement annual holidays shall be granted in accordance with the provisions of the Annual Holidays Act 1944.

### *Termination of Employment*

11. One week's notice of the termination of employment shall be given in the case of weekly workers and one hours notice in the case of other workers. Provided however, that nothing in this clause shall prevent an employer from summarily dismissing any worker for misconduct.

In all cases wages shall be paid in full immediately on completion of employment.

### *Access to Factory*

12. The employer bound by this agreement 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*

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

(c) 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 extra fares and for time necessarily involved going to and from such work.

(d) 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 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.

(e) 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.

(f) Overalls should be supplied to furnace workers, and protective waterproof aprons to edgeworkers and polishers. All female workers shall be supplied with suitable smocks or overalls. All protective clothing shall remain the property of the employer.

(g) 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.

(h) Adequate facilities shall be provided by the employer for the drying of protective clothing used by the workers in the course of their employment.

(i) A suitable time piece shall be provided by the employer.

(j) The employer shall, on written request from the union secretary, supply the names, private addresses and occupation of all workers in his employ coming within the scope of this agreement, but not more often than once in every 12 months.

(k) 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.

(l) 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.

(m) A suitable disinfectant shall be supplied by the employer and be available for the general cleaning of tubs, trays or other equipment when necessary.

(n) Hot water shall be available for use with bevelling machines or for wash tubs.

#### *Unqualified Preference*

14. (a) Any adult person engaged or employed in any position or employment subject to this agreement by any employer bound by this agreement shall, if he is not already a member of a union of workers bound by this agreement, become a member of such union within 14 days after his engagement, or after this clause comes into force as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this agreement so long as he continues in any position or employment subject to this agreement.

(c) Every worker obliged under subclause (a) hereof to become a member of a union who fails to become a member as required by that subclause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with subclause (b) hereof commits a breach of this agreement.

(d) Every employer bound by this agreement commits a breach of this agreement if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purposes of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this agreement.

#### *Matters Not Provided For*

15. The essence of this agreement being that the work of the employer shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this agreement, or any of them, as to any matter whatsoever arising out of or connected therewith and not specifically dealt with in this agreement every such dispute or difference shall be referred to a committee to be

composed of two representatives of each side, together with an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. Either side shall have the right to appeal to the Court against a decision of any such committee upon giving to the other side written notice of such appeal within 14 days after such decision has been made known to the party desirous of appealing.

#### *Under-rate Workers*

16. (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 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.

#### *Scope of Agreement*

17. This agreement shall apply only to the parties named herein.

#### *Term of Agreement*

18. This agreement shall come into force on the date hereof, and shall continue in force for 18 months.

NOTE—The rates of remuneration prescribed by this agreement incorporate the effect of the 2½ per cent general order of 4 July 1962.

In witness whereof the parties hereto have executed these presents on the day and year first above written.

Signed for and on behalf of the Safety Glass (N.Z.) Ltd.—

S. BROWNING, Director.

Witness to the above signature—Vera E. Wicks.

Signed for and on behalf of the Auckland United Furniture and Related Trades Industrial Union of Workers—

S. KAY, President.

Witness to the above signature—J. Plunkett, Secretary.