

**NEW ZEALAND GLASS MANUFACTURERS CO. PTY. LTD.,  
AUCKLAND—INDUSTRIAL AGREEMENT**

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, and its amendments, this 5th day of November 1963 between the Northern Industrial District Glass Workers Industrial Union of Workers (hereinafter referred to as "the union"), of the one part, and the New Zealand Glass Manufacturers Co. Pty. Ltd., (hereinafter referred to as "the employers"), of the other part whereby it is mutually agreed by and between the said parties hereto as follows, that is to say:

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 incorporated in and 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 Applies*

1. This agreement shall apply to workers employed in the manufacture of glass, glass products, and related products.

PART I—DAY WORKERS

*Hours of Work*

2. The hours of work shall be 40 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.

(a) The wage rates, and where applicable, other rates, (except those itemised in clause 12a), prescribed in this agreement, incorporate the effect of the Court's 2½ per cent general wage order of 26 July 1962, and as a result of this incorporation, will have no further application to workers covered by this agreement.

*Wages*

3. (a) The minimum rate of wages for male workers shall be as follows:

	To Start			After Six Months' Service		
	£	s.	d.	£	s.	d.
Batch house—						
General hands	15	0	0	15	3	4
Mixers	16	10	0	16	13	4
Weighmen	15	10	0	15	13	4
Lime crusher	15	10	0	15	13	4
Operators—container stitching machines	14	7	6	14	10	10
Yard hands and employees not elsewhere classified	14	0	0	14	3	4

(b) The minimum rate of wages for female workers employed making up containers, packing bottles in cardboard containers, screwing caps on bottles, screen printing and/or other work as agreed to with the union, as being suitable for the employment of women shall be as follows:

	Females					
	To Start			After Six Months' Service		
	£	s.	d.	£	s.	d.
Operators—screen printing machines .....	11	5	0	11	8	4
Sorters .....	11	2	6	11	5	10
All other female workers not elsewhere classified .....	10	15	0	10	18	4

#### Overtime

4. (a) All time worked outside or in excess of the hours provided for in clause 2 hereof shall be considered overtime and shall be paid for at the rate of time and a half for the first three hours and double time thereafter. Overtime shall be calculated on a daily basis.

(b) A worker required to work overtime after 6 p.m. on any day, Monday to Friday, or after 1 p.m. on Saturday, Sunday or a holiday, shall be provided with a meal or paid a meal allowance of 5s. 2d.

Where a worker is required to work a double shift he shall be allowed two meal allowances.

(c) A worker required to work after 10 p.m. shall be allowed a second meal allowance.

#### Sundays and Holidays

5. (a) For work done on Sundays, New Year's Day, 2 January, Anniversary Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, and Boxing Day, double rates shall be paid in addition to any payment to which the worker is entitled under clause 15 hereof.

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

(c) When practicable, workers required to work during a weekend, shall be notified not later than the preceding Thursday.

#### PART II—SHIFT WORKERS

6. Operators, operators' assistants, sorters, sorters' assistants, firemen, screen printing workers, sand-washers, batch-mixers and workers packing off the lehr, may be employed on shifts.

#### Hours of Work

7. (a) Shift workers shall work the hours set out in the following Schedule:

Day—	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	Sun.
8 a.m. to 4 p.m. ....	A	A	B	B	B	B	B	D	D	A	A	A	A	A
Afternoon—														
4 p.m. to 12 midnight	C	C	A	A	C	C	C	B	B	D	D	B	B	B
Morning—														
12 midnight to 8 a.m.	B	D	D	D	D	D	A	A	C	C	C	C	C	D
Day—														
8 a.m. to 4 p.m. ....	C	C	D	D	D	D	D	B	B	C	C	C	C	C
Afternoon—														
4 p.m. to 12 midnight	A	A	C	C	A	A	A	D	D	B	B	D	D	D
Morning—														
12 midnight to 8 a.m.	D	B	B	B	B	B	C	C	A	A	A	A	A	B

(b) Any shift worked during the period between midnight Friday/Saturday and 8 a.m. Monday shall be paid for at the appropriate rate prescribed in clause 10 of this agreement.

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

### *Wages*

8. The minimum rate of wages for male workers shall be as follows:

	To Start			After Six Months' Service		
	£	s.	d.	£	s.	d.
Trainee sorter	14	6	8	.....	.....	.....
Sorter	14	17	6	15	0	10
Firemen—						
Bottle furnaces	14	5	0	14	8	4
Bottle furnaces No. 2	14	10	0	14	13	4
Fibreglass furnaces	14	2	6	14	5	10
Operators—bottle machines (refer clause 14 for production bonus rates)	13	17	6	14	0	10
Operators—screen printing machines	14	7	6	14	10	10
Assistant bottle machine operators	14	2	6	14	5	10
Operator (fibreglass)	15	5	0	15	8	4
Line crew (fibreglass)	15	5	0	15	8	4
Brenner mat machine crew	15	0	0	15	3	4
General hands (fibreglass)	14	0	0	14	3	4
All other employees not elsewhere classified	14	0	0	14	3	4

Extra payments as agreed for certain fibreglass workers will not be altered except by agreement with the union.

### *Overtime*

9. (a) Time worked in excess of eight hours a shift during the period 8 a.m. Monday and midnight Friday/Saturday 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 at the rate of double time thereafter.

(b) A worker required to work on his rostered day off shall be paid at overtime rates.

(c) Overtime rates shall be calculated on the rates prescribed in clause 8.

(d) Any worker who is transferred to a shift other than his own rostered shift, or any day-worker who is required to work a shift owing to the usual shift worker being absent shall for the first such shift be paid the sum of 5s. 11d. in addition to the wage to which he is otherwise entitled for such work; provided that this subclause shall not apply to any shift for which overtime rates are paid.

(e) Where the worker is required to work a double shift he shall be allowed two meal allowances of 5s. 2d. each.

(f) Where the worker is required to work beyond an extra four hours in addition to his normal shift, a second meal allowance shall be paid.

### *Saturdays, Sundays and Holidays*

10. (a) Time worked between midnight Friday/Saturday and 8 a.m. Monday, or on New Year's Day, 2 January, Anniversary Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day or Boxing Day, shall not be reckoned as ordinary time or as overtime, but shall be paid for at the following special rates:

On Saturdays and between midnight Sunday/Monday and 8 a.m. Monday; time and a half for the first three hours and double time thereafter.

On Sundays: double time.

On any of the holidays above-mentioned, double time in addition to any other payment to which the worker is entitled under clause 15 hereof.

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

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

(d) When practicable, workers required to work during a weekend shall be notified not later than the preceding Thursday.

11. (a) A worker on shift work shall be paid a shift allowance of 6s. per shift in addition to his ordinary wage.

#### PART III—APPLIES TO ALL WORKERS AS PROVIDED

##### *Special Payments*

12. (a) In addition to the wages prescribed in clauses 3 and 8 hereof, a worker shall be entitled to extra payment in accordance with the following scale for the time worked on the class of work stated:

	Per Hour d.
(i) Workers detailed for rubbish removal and handling .....	6
(ii) Workers employed handling lime chips from rail trucks, 3d. per ton.	6
(iii) Workers handling cullet under tanks .....	6
(iv) Workers handling cullet when tanks are being opened or tapped (in addition to (iii)) .....	7
(v) Workers, excluding batch house workers, handling bagged soda ash	6
(vi) Workers cutting fibre glass (on line) .....	3
(vii) Workers employed in the etching section .....	6

(b) A worker required to clean the crowns of glass furnaces (whilst hot) shall be paid, in addition to his ordinary wage, the sum of 11s. 9½d. for each furnace.

(c) An annual service bonus, based on work hours, will be paid to all workers in December each year on the following scale:

	Per Work Hour d.
After five years' continuous service .....	1
After seven years' continuous service .....	1½
After nine years' continuous service .....	2

##### *Attendance Bonus*

13. (a) A shift worker rostered to work the afternoon shift as detailed in the second line of subclause (a) of clause 7, and who is on duty on each of the days, Monday, Tuesday, Friday, Saturday and Sunday, from 4 p.m. to midnight, shall be paid an attendance bonus of 15s. 4½d.

(b) A shift worker rostered to work the night shift as detailed in the third line of subclause (a) of clause 7, and who is on duty on each of the days, Tuesday, Wednesday, Thursday, Friday and Saturday, from midnight to 8 a.m. shall be paid an attendance bonus of 20s. 6d.

(c) A shift worker rostered to work the relieving shift and who is on duty on each of the days Wednesday and Thursday from 4 p.m. to midnight, and on each of the days Sunday and Monday from midnight to 8 a.m. shall be paid an attendance bonus of 17s. 6d.

(d) Absence from any shift for any cause whatsoever relieves the company of the obligation to pay, except that any employee penalised under this clause has the right of appeal to management.

### Bonus Rates

14. Bonus rates for operators of bottle machines shall be as follows:

- (i) Bonuses as per the following schedule will be paid on the weekly efficiency of each operator.
- (ii) The weekly efficiency will be calculated as follows:
  - (a) The net efficiency is calculated by dividing the total good gross into the total gross cut-off.
  - (b) To the figure arrived at in (a) will be added 3 per cent for each complete job change which has taken place during an operator's shift.
  - (c) A further allowance of 2 per cent per shift will be allowed on toilet and cosmetic bottles.
- (iii) The rates scheduled are for both five and six shift weeks.
- (iv) In the event of an operator not working his full roster in any one week, the total weekly bonus will be apportioned on the basis of shifts worked.

Percentage	I.S. Machines						L.A. Machines					
	White			Amber			White			Amber		
	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.
78		7	6	.....			.....					
79		15	0	.....			.....					
80	1	2	6		7	6		.....				
81	1	10	0		15	0		5	0			
82	1	17	6	1	2	6		10	0			
83	2	5	0	1	10	0		15	0			
84	2	12	6	1	17	6	1	0	0			
85	3	0	0	2	5	0	1	5	0			
86	3	7	6	2	12	6	1	10	0			
87	3	15	0	3	0	0	1	15	0			
88	4	2	6	3	7	6	2	0	0			
89	4	10	0	3	15	0	2	5	0			
90	4	17	6	4	2	6	2	10	0			
91	5	5	0	4	10	0	2	15	0			
92	5	12	6	4	17	6	3	0	0			
93	6	0	0	5	5	0	3	5	0			
94	6	7	6	5	12	6	3	10	0			
95	6	15	0	6	0	0	3	15	0			
96	7	2	6	6	7	6	4	0	0			
97	7	10	0	6	15	0	4	5	0			
98	7	17	6	7	2	6	4	10	0			
99	8	5	0	7	10	0	4	15	0			

  

Each .1% = 9d.	Each .1% = 6d.
e.g., 91.7% = 5 5 0	e.g., 91.7% = 2 15 0
+ 7 @ 9d. = 5 3	+ 7 @ 6d. = 3 6
<u>£5 10 3</u>	<u>£2 18 6</u>

NOTE—The new bonus rates will operate on the basis of a trial for the first three months during which time the company undertakes that an employee's total bonus earnings will not fall below the figure payable had the previous scheme been in operation. Any necessary adjustment by virtue of this provision will be made at the end of this period.

*Holidays*

15. (a) The following are the recognised holidays under this agreement: New Year's Day, 2 January, Anniversary Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day and Boxing Day.

(b) The attention of the parties is drawn to the provisions of the Public Holidays Act and amendments, which provide for the transference of certain holidays which fall on Saturday or Sunday.

(c) Payment of wages for the said holidays shall be made to all persons who perform work under this agreement at any time during the fortnight ending on the day on which the holiday occurs.

(d) Where any worker has been employed by more than one employer during the fortnight ending on the day on which any of the above holidays occur, he shall be entitled to receive payment for the holiday from such one or more of those employers, and if more than one, in such proportion as the Inspector of Awards determines.

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

*Annual Holidays*

16. (a) Annual holidays shall be granted in accordance with the provisions of the Annual Holidays Act 1944.

(b) (i) In addition to the holiday to which he is entitled under subclause (a) of this clause, a worker who has worked on shift work for a complete year shall be allowed an additional week's holiday on the same terms as to payment as are provided for in the Annual Holidays Act 1944.

(ii) In addition to the holidays to which he is entitled under subclause j (a) of this clause, a worker who has not worked on shift-work during the whole of the year, but for a portion of the year only, shall be allowed such proportionate part of such additional week's holiday as is commensurate, with the time he has worked as a shift-worker.

*General Conditions*

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

Each glass tank shall be considered as a separate unit and not less than one operator's assistant shall be employed thereon at any one time.

Where the number of machines working on a tank exceeds three, an additional operator's assistant shall be employed for each additional three machines or proportion thereof.

(b) 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.

(c) Any worker who works overtime or a double shift shall be allowed eight hours off from the time he finished such overtime or double shift as the case may be, or he shall be paid double ordinary time rates as provided in clause 3 or 8, whichever may apply, for all time worked thereafter, until he has had an interval of eight hours off work.

(d) 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 times already worked.

(e) Female workers shall not be required to lift any package exceeding 40 lb in weight.

Youths under the age of 18 years shall not be required to lift any weight exceeding 70 lb.

(f) An interval of 10 minutes shall be allowed each morning and each afternoon without loss of pay to all day workers.

(g) Adequate washing facilities and hot and cold showers shall be provided, also towels and soap, and, where necessary, any other cleaning agent.

(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) Oilskins, hats and gumboots 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.

Thigh-boots or waders shall be provided for all workers working in tanks when same are being opened or tapped, the workers to be responsible for these articles as above. Workers shall not be required to wear gumboots used by another worker until such gumboots have been thoroughly aired and fumigated.

(l) Suitable shelter for bicycles and motor-cycles shall be provided.

(m) The quantities of bottles handled, sorted and packed by sorters on each shift into container provided, shall be as mutually agreed with the union.

(n) A special footwear and clothing allowance of 2s. per week shall be paid to all workers, excepting those covered by clause 17 (r).

(o) The employer shall provide tea, morning and afternoon for female workers.

(p) Gloves suitable to the nature of the work shall be supplied.

(q) Workers engaged demolishing tanks shall be paid half ordinary time in addition to their normal rate (as prescribed in clause 3 or 8, whichever is applicable) whilst so engaged.

(r) Operators and batch house workers will be supplied with suitable overalls and boots. The provisions of clause 17 (n) do not apply to such workers.

#### *Terms of Employment*

18. (a) No deduction shall be made from the weekly wages mentioned in this agreement except for time lost by a worker through sickness, accident or default.

(b) The working week shall end at midnight Sunday/Monday and wages shall be paid on Wednesday.

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

Nothing in this sub-clause shall prevent the employer from dismissing a worker without notice for wilful misconduct.

(d) (i) A worker who is employed for less than one week shall be deemed to be a casual worker and employment may be terminated by two hours' notice on either side.

(ii) The rate of wage paid in the case of such casual workers shall be in accordance with the rate laid down in this agreement for the work upon which he or she has been employed.



(iii) Payment in such cases shall be calculated on an hourly basis arrived at by the division of the weekly rate by 40 multiplied by the number of hours such casual employee has worked.

#### *Disputes and Matters Not Provided For*

19. The essence of this agreement being that the work of the employers 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 the Conciliation Commissioner for the district who shall either decide the question or refer the matter to the Court. Either side shall have the right to appeal to the Court against any decision of the Commissioner 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.

#### *Access to Works*

20. The employers bound by this agreement shall permit the secretary or other authorised 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.

#### *Workers to be Members of Union*

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

(b) For the purposes of sub-clause (a) of this clause, a person of the age of 18 years or upwards, 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 21 years and upwards, shall be deemed to be an adult.

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

#### *Under-rate Workers*

22. (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*

23. This agreement shall apply to the parties named herein.

*Term of Agreement*

24. This agreement, insofar as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the 15th day of July 1963, and so far as all other provisions of the agreement are concerned, it shall come into force on the day of the date hereof; and this agreement shall continue in force until the 15th day of January 1965.

The terms and conditions of this agreement are confirmed by the parties thereto and named hereunder.

Dated this 5th day of November 1963.

Northern Industrial District Glass Workers Industrial Union of Workers:

C. S. GEEN, President.  
T. E. SKINNER, Secretary.  
F. I. PECKHAM, Executive.

Dated this 5th day of November 1963.

New Zealand Glass Manufacturers Co. Pty. Ltd.:

T. E. BOWER, Manager.  
S. F. AVEY, Works Manager.  
S. W. HONEYBUN, Personnel Officer.

---