

TARANAKI, WELLINGTON, NELSON, CANTERBURY, AND OTAGO AND SOUTHLAND GLASS BEVELLERS, SILVERERS, AND LEADLIGHT WORKERS—AWARD

[Filed in the Office of the Clerk of Awards, Wellington]

In the Court of Arbitration of New Zealand, Taranaki, Wellington, Nelson, Canterbury, and Otago and Southland Industrial Districts—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the New Zealand Federated Furniture and Related Trades Industrial Association of Workers (hereinafter called “the union”) and the under-mentioned persons, firms, and companies (hereinafter called “the employers”):

TARANAKI INDUSTRIAL DISTRICT

Darby and Hannon Ltd., Devon Street, New Plymouth.
Tingey, R. and E., Ltd., Currie Street, New Plymouth.

WELLINGTON INDUSTRIAL DISTRICT

Auld and Gleeson Ltd., Taranaki Street, Wellington.
Auto Glass and Leadlight Co. Ltd., Victoria Avenue, Wanganui.
Clarke, Alexander, and Co. Ltd., Fitzherbert Avenue, Palmerston North.
Hastings Glass Co., Nelson Street, Hastings.
Phillips and Impey Ltd., Ghuznee Street, Wellington.
Smith and Smith Ltd., Vivian Street, Wellington.
Tingey, R. and E., Ltd., Manners Street, Wellington.
Wanganui Glass Co. Ltd., Keith Street, Wanganui.
Wellington Plate Glass Works Ltd., 128–130 Tory Street, Wellington.

CANTERBURY INDUSTRIAL DISTRICT

Bennet Mirror and Glass Co., 63 St. Asaph Street, Christchurch.
Bradley Bros. Ltd., 821 Colombo Street, Christchurch.
Craigie, Smith, and Smith Ltd., Cains Terrace, Timaru.
Hurst and Drake Ltd., 22 Ferry Street, Christchurch.
Smith and Smith Ltd., 213 Tuam Street, Christchurch.
Thorpe, C. F., and Co., Glass Products Manufacturers, 398 Tuam Street, Christchurch.

NELSON INDUSTRIAL DISTRICT

Smith and Smith (Nelson) Ltd., 120 Hardy Street, Nelson.

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT

Aburn, S. F., Ltd., 14 Hope Street, Dunedin.
 Baker, G. M., Ltd., Kelvin Street, Invercargill.
 Gore Mirror Glass Co., Irwell Street, Gore.
 Lees, Andrew, 49 Tay Street, Invercargill.
 Smith and Smith Ltd., 21 Octagon, Dunedin.
 Tingey, R. and E., Ltd., 472 Moray Place, Dunedin.
 Raffill and Sons, 23 Cumberland Street, Dunedin.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the terms of settlement arrived at in the above-mentioned dispute and forwarded directly to the Court pursuant to the provisions of section 130 of the Industrial Conciliation and Arbitration Act 1954, 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 on the day of the date hereof and shall continue in force until the 27th day of August 1966 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 27th day of August 1964.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Industry to Which Award Applies

1. This award shall apply to that section of glass-working that processes the cutting, bevelling, silvering, polishing, sandblasting, cementing of glass, and to the making of leadlights, and to the general work of glass workers 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. The following shall be the minimum rates of wages:

	For the First Month of Employment With the Employer Per Hour		After Completion of One Month's Employment With the Same Employer Per Week		
	s.	d.	£	s.	d.
(a) Glass bevellers, silverers, polishers, cutters, leadlight workers (other than leadlight cementers), sand blasters, and machinists cutting out mirror backs	7	6	15	0	0
(b) Leadlight cementers and all other workers	6	3	12	10	0
(c) Glass-bevelling shall include roughing, smoothing, pumicing, rouging, drilling, mitring, grinding, rounding, polishing, and brilliant cutting and scalloping.					
(d) When the working of a sandblasting-machine requires the use of a helmet, an extra rate of 3½d. an 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.					

Youths

4. Youths may be employed at the following minimum rates in any factory or workshop at any work other than at bevelling, silvering, polishing, cutting lead-glazing, cementing, or sand-blasting, or as machinists cutting out mirror backs in the proportion of one to five or fraction of five journeymen employed:

	Per Week		
	£	s.	d.
From 16 to 17 years of age	5	12	6
From 17 to 18 years of age	6	5	0
From 18 to 19 years of age	6	15	0
From 19 to 20 years of age	8	0	6
From 20 to 21 years of age	10	5	0
And thereafter at adult rates according to his classification.			

Payment of and Deduction from Wages

5. (a) Wages shall be paid weekly not later than Thursday on the premises of the employer and during working hours: Provided that where wages are normally paid on Thursday, and a holiday falls on the Friday following, wages for that week shall be paid in full not later than Wednesday.

(b) Each worker shall be supplied with details of how his wages are made up.

(c) An employer shall be entitled to make a rateable deduction from the weekly wage of any worker for any time lost through the worker's sickness or default or accident.

Overtime

6. (a) All time worked outside or in excess of the hours prescribed in clause 2 of this award shall be deemed to be overtime, and, except as hereinafter provided shall be paid for at the rate of time and a half for the first three hours and double time thereafter: Provided that overtime not exceeding four hours may be worked on any Saturday morning between the hours of 7.30 a.m. and 12 noon

and shall be paid for at time and a half rates; for overtime worked in excess of four hours, or after 12 noon on any Saturday, double time rates shall be paid: Provided, further, that all time worked after 10 p.m. or before 7.30 a.m. shall be paid for at not less than double time rates.

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

Holidays and Sundays

7. (a) The following shall be recognised as holidays: New Year's Day, the day following that upon which New Year's Day is observed, Anniversary Day or a day in lieu thereof, Good Friday, Easter Monday, Anzac Day, Labour Day, Christmas Day, Boxing Day, and the birthday of the reigning Sovereign.

(b) Subject to the provisions of the Factories Act 1946 the employer shall pay one-tenth of a day's ordinary wages to each worker in respect of each ordinary day worked by him for that employer during the fortnight ending on the day of any holiday referred to in subclause (a) of this clause.

(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) In districts where Anniversary Day is not generally observed, another day may be substituted in lieu thereof. Arrangements for the substituted holiday shall be made with the union not later than one month prior to the holiday to be substituted.

(e) Any work performed on any of the holidays mentioned in subclause (a) of this clause (including days observed in lieu thereof) shall be paid for at double time rates in addition to the ordinary wage.

(f) Every worker who is employed on any Sunday shall be paid at not less than double the ordinary rate of pay.

Meal Allowance and Rest Periods

8. (a) Employers shall allow meal money at the rate of 5s. 3d. per meal to a worker when he is called upon to work overtime for more than one hour after his normal time for ceasing work, provided that he cannot reasonably get home for a meal and return within one hour.

(b) A 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.

(c) In each factory the employer shall provide facilities for boiling water at meal times and at morning and afternoon breaks.

Annual Holidays

9. Annual holidays shall be granted in accordance with the provisions of the Annual Holidays Act 1944; provided that for the tenth and subsequent years of continuous service with the same employer a worker shall be entitled to three weeks' annual holiday in lieu of two weeks.

The third week's holiday may be allowed either in conjunction with or separately from the first two weeks as the employer may decide. 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. (a) In the case of hourly workers one hour's notice of the termination of employment shall be given on either side, or one hour's extra time shall be paid.

(b) In the case of weekly workers one week's notice of the termination of employment shall be given by either party. This shall not prevent an employer from summarily dismissing a worker for misconduct.

Where the employment is terminated by either party without notice and without good cause, one week's wages shall be paid or forfeited in lieu of notice.

(c) In all cases wages shall be paid immediately on completion of the employment.

Access to Factory

11. Every employer bound by this award shall permit the secretary or other authorised representative 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) Piecework is prohibited. Contract work for labour only or substantially labour only shall be considered piecework.

(b) A fully equipped first aid outfit shall be kept in a convenient and accessible place in every factory or workshop at all times while work is in progress. 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.

(c) The employer shall provide and keep in order a lunch room in each factory where six or more workers are employed.

(d) Individual locker accommodation for clothing not worn during working hours shall be provided by the employer in each factory.

(e) Every employer shall, on request from the local union or its representative, supply within one month from the date requested the names, private addresses, and occupations of all workers in his employ coming within the scope of this award, but not more often than at three monthly periods.

(f) 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 the other equipment used. Hot water shall be available for use with the bevelling machines.

(g) Suitable facilities for washing which shall include hot water, soap, and clean towels (or other suitable means of drying), shall be provided.

(h) All factories shall be adequately and sufficiently heated in cold weather for the benefit of the workers employed therein.

(i) Five minutes and no more shall be allowed for washing without deduction from wages prior to the luncheon interval and at knocking-off time each day.

(j) 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.

Clothing and Footwear

13. (a) 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.

(b) Where bevellers or silverers are required to perform work from which water or other liquid falls or drips on their boots they shall be entitled to be paid an annual allowance towards the purchase of waterproof boots at the

rate of £3 payable on the last pay day in September of each year. In the case of any such worker leaving his employment or being dismissed he shall be paid a *pro rata* payment according to his period of employment.

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

(d) To compensate for the wear and tear of their footwear, cutters working substantially at the cutting table shall be paid an annual allowance of £3 payable on the last pay day in September of each year. In the case of any such worker leaving his employment or being dismissed he shall be paid a *pro rata* payment according to his period of employment. A worker who may qualify for the allowance provided for in subclause (b) of this clause shall not be entitled to claim as well the allowance provided for in this subclause.

Travelling

14. (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) 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.

Unqualified Preference

15. (a) Any adult person engaged or employed in any position or employment subject to this award by any employer bound by this award shall, if he is not already a member of a union of workers bound by this award, 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 award so long as he continues in any position or employment subject to this award.

(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 award.

(d) Every employer bound by this award commits a breach of this award 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 award.

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

Under-rate Workers

16. (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.

Matters Not Provided For

17. 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.

Application of Award

18. 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 districts to which this award relates.

Scope of Award

19. This award shall operate throughout the Taranaki, Wellington, Nelson, Canterbury, and Otago and Southland Industrial Districts.

Term of Award

20. This award shall come into force on the day of the date hereof and shall continue in force until the 27th day of August 1966.

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 27th day of August 1964.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award incorporates the terms of settlement arrived at by the parties in the course of an inquiry held before a Council of Conciliation.

Upon being satisfied by supporting documentary evidence that an unqualified preference provision has been agreed to by all the assessors in accordance with section 174B of the Industrial Conciliation and Arbitration Act 1954 (as enacted by the Industrial Conciliation and Arbitration Amendment Act 1961), the Court has inserted clause 15 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. TYNDALL, Judge.
