

**PILKINGTON BROTHERS (NEW ZEALAND) LTD. GLASSWORKERS—INDUSTRIAL AGREEMENT**

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

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 21st day of December 1965, between the New Zealand Federated Furniture and Related Trades Industrial Association of Workers (hereinafter referred to as "the union") and Pilkington Brothers (New Zealand) Ltd. of Taita, Lower Hutt (hereinafter referred to as "the employer"), witnesseth that it is hereby mutually agreed and declared between the union and the employer as follows:

That, as between the parties hereto, the terms, conditions and provisions herein contained, shall be binding on the said parties, and the said terms, conditions and provisions shall be deemed to form part of this agreement, and, further, the said parties shall respectively observe every matter and thing by this agreement 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 agreement.

*Industry to Which Agreement Applies*

1. This agreement shall apply to that section of glass-working that processes the cutting, edgeworking, heat tempering, drilling and to the general work of employees 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 the factory agree with the employer for a lesser period, not less than 30 minutes shall be allowed.

(c) For the purpose of calculating the ordinary hours of work of all workers (including shift workers) each of the holidays hereinafter mentioned, shall, if the holiday falls on a day within the worker's ordinary working week be deemed to be a day worked for the ordinary hours normally worked by the worker on that day of the week, although no work shall have been done on any such holiday.

*Shift Workers*

3. (a) Subject as hereinafter provided, male workers over the age of 18 years may be employed on shift work. Provided, however, that workers employed on cutting work may be employed on shift work only by individual mutual consent. No worker shall be allowed to work on shift work at any time unless some other person is within calling distance.

(b) The ordinary hours of work for shift workers shall not exceed 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.

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

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

(e) 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.

(f) Shifts shall be worked in rotation except when otherwise mutually arranged between the employer and the workers.

(g) Shift workers shall be paid an additional 1s. 2d. per hour for all shift hours worked, including overtime work on shift.

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

*Wages*

4. (a) Except as otherwise provided, the minimum rates of wages to be paid to furnace operators, edgeworkers, scratch-polishers, cutters, washing machine loaders, washing machine inspectors, inspectors and drilling machine operators, shall be 8s. 3d. per hour.

All other workers shall be paid not less than 7s. 1d. per hour.

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

(c) Wages shall be paid weekly not later than Thursday on the premises of the employer and during working hours. The wages slip shall show the ordinary wage, overtime, special payments, and the amounts deducted for PAYE, etc.

*Youths*

5. (a) Youths may be employed at the following minimum rates on any work other than at edgeworking, cutting, washing machine inspection and drilling machine operation in the proportion of one to five or fraction of five adult workers employed:

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

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 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 at the age of 16 years or over may be employed on:

- (i) Automatic edge rounding machines (not to include hand machines);
- (ii) Washing machine loading;
- (iii) Washing machine inspection;
- (iv) Inspecting, testing, branding, packing.

at the following weekly rates of pay:		Per Week
		£ s. d.
From 16 to 17 years of age	.....	6 0 0
From 17 to 18 years of age	.....	6 17 6
From 18 to 19 years of age	.....	7 15 0
From 19 to 20 years of age	.....	8 15 0

Thereafter, not less than £11 9s. 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 for the work performed, not less than £11 9s. per week.

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

(c) No female shall be required or permitted to lift an individual piece of glass exceeding 30 lb in weight without assistance.

#### *Overtime*

7. (a) All time worked outside or in excess of the hours mentioned in clauses 2 and 3 hereof 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 double time thereafter: Provided except in the case of shift workers that all time worked after 10 p.m. or before 7.30 a.m. 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 rates shall be paid: Provided that for all work done in excess of three hours or after 12 noon on Saturday double time rates shall be paid.

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

#### *Holidays*

8. (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) 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) Another day may be substituted as a holiday in lieu of Anniversary Day. Arrangements for the substituted holiday shall be made with the union not later than two weeks prior to the holiday to be substituted.

(e) All work done on Sunday shall be paid for at double time rates and for work done on any of the above mentioned holidays or holidays observed in lieu thereof the payment shall be double time rates in addition to the ordinary rate of wages.

#### *Annual Holidays*

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

(b) (i) A day worker, after 10 years' continuous service, shall be allowed in respect of the tenth year and each subsequent year of service an annual holiday of three weeks instead of two weeks.

(ii) A worker who works on shift work for a complete year shall be allowed in respect of that year an annual holiday of three weeks instead of two weeks.

(iii) A worker with not less than 10 years' continuous service, who works on shift work for a complete year shall be allowed in respect of that year an annual holiday of four weeks instead of three weeks.

(iv) A worker who has not worked on shift work for a complete year shall be allowed in respect of that year a proportionate part of the third or fourth week's holiday as the case may be, commensurate with the time worked as a shift worker.

(c) Notice of closing down for annual holidays shall be posted in a conspicuous place in the factory at least three months before the holidays are due to commence.

(d) Where annual holidays are not taken during the annual close-down period of the factory, the employer shall be given a minimum of one week's notice of the worker's intention to be absent on holiday.

#### *Meal Money*

10. (a) The employer shall allow meal money at the rate of 5s. 9d. per meal to a worker when he is called upon to continue to work involving 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. Meal money shall also be payable to any worker who having worked not less than four hours prior to 12 noon on Saturdays, Sundays or holidays is required to work after that time.

(b) In the case of a worker being recalled to work overtime prior to or after his normal starting time, no meal allowance shall be payable unless the period of overtime worked is for a minimum of four hours, provided that any worker who is called upon to work in an emergency, shall be paid the meal allowance, in addition to any other payments to which he is entitled.

#### *Termination of Employment*

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

*Access to Factory*

12. The employer 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*

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 by the employer 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 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 factory of the employer, he shall be paid any extra fares and for the time necessarily involved going to and from such work.

(e) A fully equipped first-aid outfit shall be kept in a convenient and accessible place in the factory or workshop at all times while work is in progress and a stretcher and blankets shall also be available for use when required. 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) The employer shall provide facilities for boiling water at meal time and shall provide and keep in order a lunch room and separate lockers for each worker to hold his clothes.

(g) Protective clothing shall be supplied to scratch-polishers and furnace operators and protective waterproof aprons to edgeworkers and scratch-polishers. Cutters shall be supplied with appropriate aprons for the class of work on which they are employed. If requested, a set of goggles shall be provided for men engaged on edgeworking machines. All female workers shall be supplied with suitable overalls and smocks, if so requested. All protective clothing shall remain the property of the employer.

(h) Where edgeworkers are required to perform work from which water or other liquid falls or drips on their boots they shall be supplied with waterproof boots which shall remain the property of the employer.

(i) A break of 10 minutes each morning and afternoon shall be allowed without deduction from wages except that in the case of shift workers tea shall be supplied to the worker on the job.

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

(k) The employer shall, on request from the local union or its representative, supply the names, private addresses, and occupations of all workers in his employ coming within the scope of this agreement, but not more often than at three-monthly periods.

(l) Workers on wet arripping machines or on drilling machines where water is used as a coolant, shall be paid 3d. per hour extra.

(m) The employer shall provide proper and practical accommodation from the inclemency of the weather for workers' motor cycles and push cycles.

#### *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.

(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*

15. (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 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 the 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*

16. Any dispute in connection with any matter not provided for in this agreement 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.

*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 31st day of October 1965 and shall continue in force until the 30th day of April 1967.

NOTE—The rates of remuneration prescribed in this agreement incorporate the effect of the 6 per cent general wage order dated 19 August 1964. The wage rates are operative as from 31 October 1965.

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

Signed on behalf of the New Zealand Federated Furniture and Related Trades Industrial Association of Workers:

S. HARRIS, President.  
L. A. HADLEY, Secretary.

Signed on behalf of Pilkington Brothers (New Zealand) Ltd.:

R. ROBINSON, Director.  
A. L. BARNES, General Manager.