
**NEW ZEALAND WINDOW GLASS CO. WHANGAREI EMPLOYEES—INDUSTRIAL
AGREEMENT**

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, and its amendments, this 17th day of March 1965, 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 Window Glass Co. (hereinafter referred to as "the company"), 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.

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SCHEDULE

Industry to Which Agreement Applies

1. This agreement applies to workers as classified herein who are employed at the Whangarei sheet glass factory.

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.

Wages

3. The minimum rate of wages for adult workers shall be as follows:

	Per Week		
	£	s.	d.
Cutter	17	5	8
Break down sawyer	17	0	10
Sawyer	16	13	4
Boxmaker	16	8	0
Packer	15	19	2
Driver	15	19	2
Batch material serviceman	15	19	2
Carrier down	15	12	6
Wheeler and stacker	15	12	6
Trucker	15	6	10
Crane driver	15	6	10
Counter	15	6	10
Other workers	15	6	10
Interleaver	11	12	7
Canteen senior	11	2	0
Canteen junior	8	19	7

Leading Hands—Employees appointed as leading hands shall be paid the sum of 15s. per week in addition to their above rates.

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. 9d. Where a worker is required to work a double shift he shall be allowed two meal allowances or provided with a meal.

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

Sundays and Holidays

5. (a) For work done on Sundays, New Year's Day, 2 January, Waitangi 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 12 of this agreement.

(b) For the purpose of this agreement, a holiday as classified in clause 12 (a) 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) When practicable, workers required to work during a weekend shall be notified not later than the preceding Thursday.

PART II—SHIFT WORKERS

6. (a) Workers as classified in clause 7 may be employed on shifts.

(b) The ordinary hours of work for a shift worker shall not exceed five eight-hour shifts per week.

(c) Any shift worked during the period midnight Friday/Saturday and 8 a.m. Monday shall be paid for at the appropriate rate prescribed in clause 9 of this agreement.

(d) 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

7. The minimum rate of wages for shift workers shall be as follows:

	Per Week		
	£	s.	d.
Chief operator	17	19	10
Supervisor	17	19	10
Operator	16	16	10
Machine man	16	8	0
Cut-off man	16	8	0
Teaser	16	4	6
Mixer	16	4	6
Assistant mixer	15	19	2
Archman	15	17	5
Balconyman	15	13	5
Skimmer	15	13	5
Carrier/Barrowman	15	12	6
Gatemen	15	10	0

Overtime

8. (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, except in the case of a worker who is required to work a double shift and who does not receive two hours or more notice, then the rate shall be double time.

(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 7.

(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 6s. 4d. in addition to the wage to which he is otherwise entitled for such work, provided that this sub-clause shall not apply to any shift for which overtime rates are paid.

(e) Where a worker is required to work a double shift he shall be allowed two meal allowances of 5s. 9d. each or provided with a meal.

(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 or else a meal shall be provided.

(g) An employee called back to work on a shift other than his rostered shift shall be paid a minimum of four hours pay, and if he works for more than four hours, then he shall be paid a minimum of eight hours pay.

Saturdays, Sundays and Holidays

9. (a) Whether the day is a rostered working day or not, the following payments shall be made:

(i) For time worked on Saturdays and between midnight Sunday/Monday and 8 a.m. Monday: Half rates additional, or time and a half, for the first three hours and ordinary rates additional, or double time, thereafter.

(ii) For time worked on a Sunday: Ordinary rates additional, or double time.

(iii) For time worked on any of the holidays specified in clause 12 (a): Double ordinary rates additional, or treble time.

(b) For the purpose of this agreement, a holiday as defined in clause 12 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 company shall, whenever practicable, give shift workers seven day's 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.

Shift Allowance

10. (a) A worker employed on continuous shift work shall be paid a shift allowance of 6s. 4d. per shift in addition to his ordinary wage.

(b) Continuous shift work means that work covered by a four-shift seven-day roster.

Attendance Bonus

11. (a) A shift worker who is on duty on all of his rostered shifts in any week shall be paid an attendance bonus for that week.

(b) Provided a worker is entitled to payment as in the preceding sub-clause, the attendance bonus will be calculated on the basis of 3s. 6d. for every 4 - MN. shift and 5s. for every MN. - 8 shift in that week.

(c) Absence from any shift for any cause whatsoever relieves the company of the obligation to pay.

PART III—APPLIES TO ALL WORKERS AS PROVIDED

Holidays

12. (a) The following are the recognised holidays under this agreement: New Year's Day, 2 January, Waitangi 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

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

(b) (i) Subject to paragraph 3 thereof, a worker after seven years' continuous service shall be allowed in respect of the seventh 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 seven 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, commensurated with the time worked as a shift worker.

(v) For the purpose of the clause a worker who is dismissed by the employer because of redundancy and accepts re-employment when offered shall be permitted to count that previous employment with the employer when computing the length of continuous service under sub-clause (i) and (iii).

(vi) The additional week's holiday granted under sub-clause (i) and (iii) above may be allowed either in conjunction with or separately from the first two weeks as the employer may decide and as far as practicable to meet the wishes of the worker concerned.

(vii) The provisions of sub-clauses (b) (i) and (b) (iii) will apply as from 30 June 1963.

General Conditions

14. (a) 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.

(b) 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 7, which ever may apply, for all time worked thereafter until he has had an interval of eight hours off work.

(c) 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.

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

(e) Adequate washing facilities and hot and cold showers shall be provided, also towels and soap.

(f) Boiling water for meals shall be provided.

(g) A modern first-aid room fully equipped shall be maintained.

(h) Lockers shall be provided for all workers.

(i) 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.

(j) A special clothing allowance of 2s. 6d. per week shall be paid to all workers, but workers on the Top Floor and in the Mixing Room shall be supplied with protective clothing as at present and 2s. 6d per week as a footwear allowance in addition to the rate above.

(k) Cutters and boxmakers shall be supplied with carpenter's aprons and other protective clothing as at present.

(l) Workers, excluding Mixing Room workers, required to handle bagged soda ash shall be entitled to an extra payment of 7d. per hour while so employed.

Terms of Employment

15. (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, including default as in sub-clause (d).

(b) The working week shall end at the midnight Sunday/Monday and wages shall be paid not later than Thursday.

(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 Company from dismissing a worker without notice for misconduct.

(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.

(d) Where the employment is terminated by either party without giving the requisite notice, two hours' wages in the case of casual workers and one week's wages in the case of weekly workers shall be paid or forfeited, as the case may be, by the defaulting party.

Disputes and Matters Not Provided For

16. 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

17. The company shall permit the secretary or other authorised officer of the union to enter at all reasonable times (to be mutually arranged between the company and the union) upon the premises or works and there interview any workers but not so as to interfere unreasonably with the company's business.

Unqualified Preference

18. (a) It shall not be lawful for the company to employ or continue to employ in any position or employment subject to this agreement an adult person who is not for the time being a member of the union.

(b) For the purpose of sub-clause (a) of this clause, anyone 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 the company or any officer or representative of the union, commits a breach of this agreement 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

19. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement may be paid such lower wages 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 wages 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 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 company, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Scope of Agreement

20. This agreement shall operate throughout the Northern Industrial District.

Term of Agreement

21. 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 17th day of March 1965, and so far as all other provisions of the agreement are concerned, it shall come into force on the day of making by the Court, and this agreement shall continue in force for a period of eighteen months from that latter date.

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

Dated this 17th day of March 1965.

Northern Industrial District Glass Workers Industrial Union of Workers:

C. S. GEEN, President.
T. E. SKINNER, Secretary.
J. F. GROSE, Witness.

Dated this 11th day of March 1965.

New Zealand Window Glass Co.:

E. ATHERTON, Works Manager.
R. K. MCCABE, Secretary.
E. T. AICKIN, Personnel Officer.
