

NORTHERN INDUSTRIAL DISTRICT GLASS BEVELLERS, SILVERERS,
AND LEADLIGHT WORKERS—AWARD

In the Court of Arbitration of New Zealand, Northern Industrial District—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the Auckland United Furniture and Related Trades Industrial Union of Workers (hereinafter called “the union”) and the undermentioned persons, firms and companies (hereinafter called “the employers”):

Atlas Glass Co. Ltd., Sunny Brae Road, Takapuna.
Auckland Glass Co. Ltd., 66 Hobson Street, Auckland.
Auckland Glass Co. Tauranga Ltd., Devonport Road, Tauranga.
Booth and Chapman Ltd., 128 Victoria Street, Hamilton.
Diamond Glass Co., Keddell Street, Frankton.
Glass Supplies Ltd., Pukatua Street, Rotorua.
Hawthorn Glass Co. Ltd., James Street, Whangarei.
Henderson Glass Supplies Ltd., 150 Great North Road, New Lynn.
Moore and Crawford Ltd., 62 Sale Street, Auckland.
Norman, Brian, Glass Co., Roebuck Road, Gisborne.
Phillips and Impey Ltd., 48 Queen Street, Auckland.
Putaruru Glass Supplies, Taupo Road, Putaruru.
Roskill Glass Co. Ltd., 74 Carr Road, Mt. Roskill.
Saunders Glass Co., Matthews Avenue, Kaitaia.
Sauvarins Ltd., 4 Galatos Street, Newton, Auckland.
Smith and Smith Ltd., 9-11 Albert Street, Auckland.
Tingey, R. E., and Co. Ltd., 56 Customs Street East, Auckland.
Whakatane Glass Co., Macalister Street, Whakatane.
Wood, W. E., Glass Co., Porowhini Avenue, Whangarei.

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 any-

thing 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 as hereinafter provided and shall continue in force until the 9th 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 24th day of March 1965.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Industry to Which Award Applies

1. This award shall apply to that section of glassworking that processes the cutting, bevelling, bending, silvering, polishing, sand-blasting, cementing of glass, and to the making of leadlights, and to the general work of employees 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.

(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.

Wages

3. (a) The minimum rate of wages to be paid to glass bevellers, silverers, polishers, cutters (other than for glazing purposes), leadlight workers (other than leadlight cementers) and sand-blasters shall be 7s. 11½d. per hour.

Leadlight cementers and all other workers shall be paid not less than 6s. 7½d. per hour.

(b) Glass-bevelling shall include roughing, smoothing, pumicing, rouging, drilling, mitring, grinding, rounding, polishing and brilliant cutting and scalloping and chipping.

(c) When the working of a sandblasting-machine requires the use of a helmet, an extra rate of 3½d. per 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.

(d) Wages shall be paid weekly not later than Thursday on the premises of the employer and during working hours, but not later than five minutes before the ordinary time of ceasing work.

(e) Where practicable, the wages envelope shall show the ordinary wage, overtime, special payments, and the amounts deducted for social security, etc., but where this is not practicable the information shall be supplied to any worker upon application.

Youths

4. (a) Youths may be employed at the following minimum rates at any work other than bevelling, silvering, polishing, cutting, lead-glazing, cementing or sand-blasting in the proportion of one youth to each five or fraction of the first five workers who are in receipt of not less than the minimum rate prescribed in subclause (a) of clause 3 of this award:

			Per Week
			£ s. d.
15 to 16 years of age	.....	.....	5 15 0
16 to 17 years of age	.....	.....	6 0 0
17 to 18 years of age	.....	.....	6 12 6
18 to 19 years of age	.....	.....	7 2 6
19 to 20 years of age	.....	.....	8 10 0
Thereafter at not less than 6s. 7½d. per hour.			

(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

5. All time worked outside or in excess of the hours prescribed in clause 2 of this award 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. shall be paid for at double time rates.

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 four hours or after 12 noon on Saturday double time rates shall be paid.

Holidays

6. (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 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 holidays shall be observed on the succeeding Monday or Tuesday, and in the event of any other holiday falling on such Monday, such holidays shall be observed on the succeeding Tuesday.

(d) All work done on Sunday or on any of the above mentioned holidays shall be paid for at double time rates in addition to the holiday payment.

Meal Money

7. 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 subclause (b) of clause 2 of this award, at the option of the employer be supplied with a suitable meal or be paid the sum of 5s. 7d. which shall be paid daily or weekly as agreed.

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.

Annual Holidays

8. 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

9. One week's notice of the termination of the employment shall be given in the case of youths and one hour's notice in the case of other workers. Wages shall be paid in full immediately on completion of employment.

Access to Factory

10. Every employer bound by this award 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

11. (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 a 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) 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 workshop of the employer, he shall be paid any extra fares and for time necessarily involved in going to and from such work.

(e) 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.

(f) 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.

(g) 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.

(h) 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.

(i) Warm water and suitable material for wiping hands shall be provided at tubs.

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

(k) A suitable time piece shall be provided by the employer on each floor.

(l) Every employer shall, on written request from the union secretary, or branch secretary, supply the names, private addresses and occupations of all workers in his employ coming within the scope of this award, but not more often than once every 12 months.

(m) 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.

(n) Suitable facilities for washing, which shall include hot water at the basin, 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.

(o) 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 other equipment used.

Matters Not Provided For

12. 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.

Unqualified Preference

13. (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

14. (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.

Application of Award

15. 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 district to which this award relates.

Scope of Award

16. This award shall operate throughout the Northern Industrial District.

Term of Award

17. This award, in so far as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the 9th day of February 1965, and so far as all other provisions of the award are concerned, it shall come into force on the day of the date hereof; and this award shall continue in force until the 9th 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 24th day of March 1965.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award, including the operative date of provisions relating to wages, 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 13 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. TYNDALL, Judge.
