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**New Zealand (Except Westland)
Glass Bevellers, Silverers and
Leadlight Workers—Collective
Agreement (Conciliated)**

Dated 2/12/74

NOTE: See clause 26 herein for the date on which rates of wages come into force.

**NEW ZEALAND (EXCEPT WESTLAND) GLASS BEVELLERS,
SILVERERS, AND LEADLIGHT WORKERS—REGISTERED
COLLECTIVE AGREEMENT**

In the Industrial Commission of New Zealand—In the matter of the Industrial Relations Act 1973; and in the matter of the New Zealand (except Westland) Glass Bevelers, Silverers, and Leadlight Workers Dispute of Interest between the New Zealand Federated Furniture and Related Trades Industrial Association of Workers and the undermentioned:

NORTHERN INDUSTRIAL DISTRICT

Atlas Glass Company Limited, Sunny Brae Road, Takapuna 10.
Auckland Glass Company Limited, Devonport Road, Tauranga.
Auckland Glass Company Limited, 66 Hobson Street, Auckland 1.
Booth and Chapman Limited, 128 Victoria Street, Hamilton.
Diamond Glass Company, Keddell Street, Hamilton.
Henderson Glass Supplies Limited, 7 Mary Street, Henderson.
Moore and Crawford Limited, 62 Sale Street, Auckland 1.
Phillips and Impey Limited, 48 Queen Street, Auckland 1.
Putaruru Glass Supplies, Taupo Road, Putaruru.
Roskill Glass Company Limited, 74 Carr Road, Mt Roskill, Auckland 4.
Sauvarins Limited, P.O. Box 52001, Kingsland, Auckland 3.
Smith and Smith Limited, 9-11 Albert Street, Auckland 1.
Smith and Smith Limited, James Street, Whangarei.
Tingey, R. and E. Company Limited, 56 Customs Street East, Auckland 1.
Whakatane Glass Company, Macallister Street, Whakatane.
Wood, W. E., Glass Company, Porowhini Avenue, Whangarei.

TARANAKI INDUSTRIAL DISTRICT

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

WELLINGTON INDUSTRIAL DISTRICT

Autoglass and Leadlight Company Limited, Victoria Avenue, Wanganui.
Capital Glass, 3 Hanson Street, Wellington.
Hastings Glass Company Limited, Nelson Street, Hastings.
New Zealand Mirror Company, 4 Te Puni Street, Petone.
Phillips and Impey Limited, Ghuznee Street, Wellington.
Smith and Smith Limited, Lower Cuba Street, Wellington.
Smith and Smith Limited, 171 Jackson Street, Petone.
Smith and Smith Limited, 191 High Street, Lower Hutt.
Tingey, R. and E. Limited, Manners Street, Wellington.
Tingey, R. and E. Limited, Palmerston North.
Wellington Plate Glass Works Limited, 128 Tory Street, Wellington.

MARLBOROUGH INDUSTRIAL DISTRICT

Bullen, E. Limited, 7 Charles Street, Blenheim.
Coles Colour Service, 1969, Limited, 39 Queen Street, Blenheim.

NELSON INDUSTRIAL DISTRICT

Cotton, H. C. and Son, 194 Rutherford Street, Nelson.
Nelson Glazing and Picture Framing Company, Fiddle Lane, Nelson.
Smith and Smith Limited, Nelson.

CANTERBURY INDUSTRIAL DISTRICT

Bradley Bros Limited, 821 Colombo Street, Christchurch.
 Hurst and Drake Limited, 39 Riccarton Road, Christchurch.
 Smith and Smith Limited, 105 Stafford Street, Timaru.
 Smith and Smith Limited, 213 Tuam Street, Christchurch.
 Thom, Wm. Limited, 330 St Asaph Street, Christchurch.
 Webley, K. N. Limited, 161 Hoon Hay Road, Christchurch.

OTAGO AND SOUTHLAND INDUSTRIAL DISTRICT

Aburn, S. F. Limited, 14 Hope Street, Dunedin.
 Gore Mirror Glass Company, Irwell Street, Gore.
 Haywood and Flynn, Mersey Street, Invercargill.
 Lees, Andrew N.Z. Limited, P.O. Box 5140, Dunedin.
 Lees, Andrew N.Z. Limited, P.O. Box 246, Invercargill.
 Raffill, W. A. and Sons Limited, 23 Cumberland Street, Dunedin.
 Smith and Smith Limited, 21 Octagon, Dunedin.
 Tingey, R. and E. Limited, The Octagon, Dunedin.
 Tingey, R. and E. Limited, P.O. Box 206, Invercargill.

The Industrial Commission, having before it the terms of a conciliated settlement arrived at in the above-mentioned dispute of interest and notified to the Commission pursuant to the provisions of section 82 of the Industrial Relations Act 1973, hereby registers as a collective agreement the terms, conditions, and provisions set out in the schedule hereto, and orders:

1. That the said terms, conditions, and provisions shall be binding on the parties hereto; and

2. That the said parties shall respectively do, observe, and perform every matter and thing by this collective agreement required to be done, observed, and performed, and shall not do anything in contravention of this collective agreement but shall in all respects abide by and perform it.

In witness of the registration of this collective agreement the seal of the Industrial Commission has hereto been affixed, and the President of the Commission has hereunto set his hand, this 2nd day of December 1974.

(L.S.)

G. O. Whatnall, President.

ARRANGEMENT

Clause Number	Title
1—	Industry to Which Agreement Applies
2—	Hours of Work
3—	Wages
4—	Junior Workers
5—	Part-Time Workers
6—	Payment and Deductions from Wages
7—	Overtime
8—	Meal Allowance and Rest Periods
9—	Holidays and Sundays
10—	Annual Holidays
11—	Special Holidays
12—	Sick Pay
13—	Termination of Employment
14—	Access to Factory
15—	General Conditions
16—	Clothing and Footwear
17—	Travelling
18—	Compassionate Leave

Clause Number	Title
19	Notification and Collection of Union Dues
20	Disputes
21	Personal Grievances
22	Under-rate Workers
23	Unqualified Preference
24	Application of Agreement
25	Scope of Agreement
26	Term of Agreement

SCHEDULE

INDUSTRY TO WHICH AGREEMENT APPLIES

1. This agreement shall apply to that section of glass-working 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.: Provided that when the majority of workers in any factory or department of the factory agree with the employer, the ordinary hours of work may commence at 7 a.m.: Provided, further, that the local union shall be notified of any such arrangement.

(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 ten 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. The following shall be the minimum rates of wages:

	For the first month of employment with the same employer Per Hour \$	After completion of one month's employment with the same employer Per Week \$	After completion of one year's continuous service with the same employer Per Week \$
(a) (i) Journeymen who are holders of a Trade Certificate in glass bevelling	2.0975	83.90	85.90
(ii) Journeymen glass bevellers, silverers, polishers, cutters, lead-light workers (other than leadlight cementers), brilliant cutters and sand-blasters who have served an apprenticeship or who have undergone comparable training	2.03	81.20	83.20

	For the first month of employment with the same employer Per Hour \$	After com- pletion of one month's employment with the same employer Per Week \$	After com- pletion of one year's continuous service with the same employer Per Week \$
(b) Any worker other than journeymen in subclause (a) of this clause engaged at roughing, smoothing, pumicing, rouging, drilling, mitring, grinding, rounding, polishing, and straight line brilliant cutting and scalloping, back painting with roller or brush	1.836	73.44	75.44
(c) Leadlight cementers and workers employed at cleaning, sorting, and wrapping of glass and mirrors, fitting mirrors into frames and finishing off and/or attaching mirrors to backs, and all other workers	1.661	66.44	68.44
(d) Glass bevelling shall include roughing, smoothing, pumicing, rouging, drilling, mitring, grinding, rounding, polishing, and brilliant cutting and scalloping.			
(e) When the working of a sand-blasting machine requires the use of a helmet, an extra rate of 5 cents 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.			

JUNIOR WORKERS

4. Juniors may be employed at the following minimum rates at any work covered by subclause (c) of clause 3 of this agreement in the proportion of one to five or fraction of five adult workers employed:

	Per Week \$
From 15 to 16 years of age	32.56
From 16 to 17 years of age	32.82
From 17 to 18 years of age	36.44
From 18 to 19 years of age	38.32

And thereafter at not less than the rate prescribed in subclause (c) of clause 3 of this agreement:

Except that the rate for females 19 years of age and over shall be as follows:

Payable from 1st pay week commencing on or after 1 July 1974	Payable on and after 1 October 1974
Per Week \$	Per Week \$
53.16	56.46

Provided that after one year's continuous service with the same employer the rates shall be 55.16 58.46

PART-TIME WORKERS

5. (a) Where the employer does not regularly require the services of a worker for the full period of 40 hours per week he shall pay such worker pro rata the appropriate wage rate plus 10 per cent.

(b) Where a worker is unable to accept full-time employment the employer shall pay pro rata the appropriate wage rate.

(c) This provision shall not be used for the purpose of reducing the hours of work or the earnings of any worker.

PAYMENT OF AND DEDUCTION FROM WAGES

6. (a) Wages shall be paid weekly not later than Thursday and on the premises of the employer during ordinary working hours: Provided that where wages are normally paid on Thursday and a holiday falls on the following Friday wages for that week shall be paid in full not later than Wednesday. Where it is customary for an employer to pay wages on a Monday and a holiday is observed on that day wages shall be paid on the last working day prior to the holiday. A maximum of three days' wages may be held by the employer.

(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 (except as provided in clause 13), or default, or accident, and for union dues.

OVERTIME

7. (a) All time worked outside or in excess of the hours prescribed in clause 2 of this agreement 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, unless otherwise provided: 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 for the first three hours; for all work done in excess of three hours or before 7.30 a.m. or after 12 noon double time rates shall be paid.

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

(c) Workers called back to work after their day's work is finished, or on Saturday, Sunday, or on a holiday, shall be paid a minimum payment of one hour at the appropriate overtime rate for such work.

MEAL ALLOWANCE AND REST PERIODS

8. (a) Workers required to work more than five hours after the meal break shall, at the option of the employer, be supplied with a suitable meal, or paid the sum of \$1.10, provided that the overtime continues after the meal break.

(b) Meal money shall be paid to workers working more than five hours' overtime on a Saturday, Sunday, or statutory holiday.

(c) 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.

HOLIDAYS AND SUNDAYS

9. (a) The following shall be the recognized holidays: Christmas Day, Boxing Day, New Year's Day, the day following New Year's Day, New Zealand Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, and Anniversary Day (or a day in lieu thereof).

(b) Should any of the holidays prescribed in this clause (except Anzac Day or New Zealand Day) fall on a Saturday or a Sunday it shall be observed on the next succeeding working day or days.

(c) Subject to the provisions of the Factories Act 1946, where any person has been employed in any factory at any time during the fortnight ending on the day on which any of the whole holidays referred to in subclause (a) of this clause occurs, each employer who employs him in a factory during that fortnight shall pay him for the holidays, on or before the next regular pay day after the holiday, an amount equal to one-tenth of his wages for an ordinary working day multiplied by the number of ordinary working days on which he is employed during the fortnight by the employer.

Where on any ordinary working day during the fortnight ending as aforesaid any such person has not otherwise been employed in any employment in which he is entitled to payment for the holiday, the employer who last employed him in that factory during the fortnight shall be liable to pay him in respect of each day on which he was not otherwise employed as aforesaid an amount equal to one-tenth of his wages for an ordinary working day.

(d) Time worked on any of the holidays prescribed in subclause (a) of this clause shall be paid for at the rate of double time in addition to the ordinary wage.

(e) Time worked on Sunday shall be paid for at double time rates.

ANNUAL HOLIDAYS

10. (a) Except as otherwise provided, every worker shall at the end of each year of his employment by any employer become entitled to an annual holiday of three weeks paid on the basis of the worker's average weekly taxable earnings: Provided that the holiday pay does not exceed the worker's ordinary pay plus 30 per cent and provided, further, that in no case shall the holiday pay be less than the worker's ordinary pay at the time of taking the holiday. For the purpose of calculating a worker's average weekly taxable earnings for the year the employer may fix a close-off date other than the anniversary date of the worker's commencement of employment. The third week's holiday may be allowed either in conjunction with or separately from the first two weeks, as may be mutually agreed between the employer and the worker.

(b) For the purposes of this clause lump sum special payments shall be excluded from the computation of average weekly taxable earnings, and ordinary pay shall be as defined in the Annual Holidays Act 1944.

(c) Where a holiday is taken in more than one period the amount payable under this clause shall be divided proportionately. Where a holiday is allowed wholly or partly in advance of the date fixed by the employer as provided in subclause (a) of this clause, it shall be sufficient compliance with this clause for payment to be assessed on the percentage formula prescribed in subclause (d) of this clause subject to final adjustment and payment of any remainder after that date, provided that in no case shall the holiday pay be less than the worker's ordinary pay at the time of taking the holiday.

(d) Where the employment of any worker is terminated at the end of a period of employment which is no less than three weeks but less than one year, the employer shall forthwith pay to the worker, in addition to all other amounts due to him, an amount equal to 6 per cent of his gross taxable earnings but not exceeding 7.8 per cent of his gross ordinary pay for that period of employment.

(e) Where the period of employment is less than three weeks the amount to be paid as proportionate holiday pay shall be as prescribed by the Annual Holidays Act 1944.

(f) Where it is customary for any employer to allow annual holidays to his workers or to any class of his workers during a period in each year when his premises are closed or the work of those workers is for any reason discontinued, and at the date of the commencement of any such period any such worker

has not become entitled to an annual holiday then the worker shall not be entitled to any wages for three weeks following that date, but the employer shall before that date pay to him, in addition to all other amounts due to him, an amount equal to 6 per cent of his gross taxable earnings but not exceeding 7.8 per cent of his gross ordinary pay for the period of his employment up to that date, and the next year of his employment shall be deemed to commence on that date.

(g) Notice of closing down for annual holidays shall be posted in a conspicuous place at least one month before the holidays.

(h) For the purpose of this clause "continuous service with the same employer" shall not be deemed to be broken by reason of the sale or transfer of a business to a new employer who continues to employ such worker.

SPECIAL HOLIDAYS FOR LONG SERVICE

11. (a) A worker shall be entitled to special holidays as follows:

- (i) One special holiday of one week after the completion of 10 years and before the completion of 20 years of continuous service with the same employer;
- (ii) One special holiday of two weeks after the completion of 20 years and before the completion of 30 years of continuous service with the same employer;
- (iii) One special holiday of three weeks after the completion of 30 years and before the completion of 40 years of continuous service with the same employer;
- (iv) One special holiday of five weeks after the completion of 40 years' continuous service with the same employer.

(b) Should a worker have completed 20 years of continuous service with the same employer prior to the date of this agreement, he shall not be entitled to the special holiday provided in paragraph (i) of subclause (a) of this clause. Should a worker have completed 30 years of continuous service with the same employer prior to the date of this agreement he shall not be entitled to the special holiday provided in paragraph (i) or (ii) of subclause (a) of this clause. Should a worker have completed 40 years of continuous service with the same employer prior to the date of this agreement he shall not be entitled to the special holiday provided in paragraph (i), (ii) or (iii) of subclause (a) of this clause.

(c) All such special holidays provided for in subclause (a) of this clause shall be on ordinary pay as defined by the Annual Holidays Act 1944 and may be taken in one or more periods and at such time or times as may be agreed by the employer and the worker.

(d) If a worker having become entitled to a special holiday leaves his employment before such holiday has been taken he shall be paid in lieu thereof.

(e) For the purpose of this clause "continuous service with the same employer" shall not be deemed to be broken by reason of the sale or transfer of a business to a new employer who continues to employ such worker.

SICK PAY

12. (a) After 12 months' continuous service with the same employer a worker shall be entitled in each subsequent year of service to sick pay for up to five days calculated at the rate of his ordinary pay.

(b) Sick pay shall not be paid in respect of any statutory or agreement holiday for which the worker is entitled to full pay.

(c) Sick pay for a day shall be calculated according to the number of working days for which the worker's ordinary weekly pay is paid.

- (d) A claim for sick pay shall be supported by a medical certificate.
- (e) The worker shall ensure notice is given to the employer on the first day of absence due to illness.
- (f) The employer shall also have the right to require the worker to produce additionally a medical certificate at the employer's expense from a doctor nominated by the employer.
- (g) Sick pay shall accumulate up to a maximum of 20 days by carrying forward from one year to another any unused sick pay of up to 15 days.

TERMINATION OF EMPLOYMENT

- 13. (a) In the case of hourly workers four hours' notice of the termination of employment shall be given on either side, during which time the worker shall have the right to sharpen his tools if they require sharpening, or two hours' 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, except that in the first month of employment the notice shall be four hours. 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.
- (d) The period of notice in either case shall be exclusive of the whole or part of the annual holiday required to be given under clause 10 of this agreement.

ACCESS TO FACTORY

- 14. Every employer bound by this agreement 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

- 15. (a) Piecework is prohibited. Contract work for labour only or substantially labour only shall be considered piecework.
- (b) A first aid medical outfit, suitable 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 a 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.
- (c) 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 lunchroom, and separate lockers for each worker to hold his clothes.
- (d) Warm water and suitable material for wiping hands shall be provided at tubs.
- (e) Adequate facilities shall be provided for the drying of protective clothing used by glass bevellers.
- (f) A suitable time piece shall be provided by the employer on each floor.
- (g) 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 agreement, but not more often than at six-monthly periods.

(h) 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.

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

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

(k) Five minutes shall be allowed for the washing of hands before the termination of day's work.

(l) 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.

(m) All tools that the employee is required to use in the ordinary course of his employment shall be provided by the employer and shall remain the property of the employer.

(n) In any factory where the employees have elected a shop delegate, the employer shall recognise him/her as being spokesman for his fellow union members.

CLOTHING AND FOOTWEAR

16. (a) Overalls shall be supplied to leadlight cementers, sandblasters, and acid embossers. Protective waterproof aprons shall be supplied to glass-bevellers, silverers, polishers, and acid embossers. A protective denim jacket shall be supplied to glass bevellers on request. Aprons shall be provided to glass cutters. All such clothing shall remain the property of the employer.

(b) Where bevellers, silverers, or acid embossers 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 \$12. 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) To compensate for the wear and tear of their footwear, cutters working substantially at the cutting table shall be paid an annual allowance of \$12. 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

17. (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: 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 30 cents 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 15 cents 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. If the worker is required to start and/or finish before or after his usual working hours, he shall be paid for travelling at appropriate rates.

COMPASSIONATE LEAVE

18. (a) In the event of the death of the parent, wife, or husband, or child of the worker, the worker may take up to three consecutive working days compassionate leave at the worker's normal rate of pay. In the case of the death being that of the worker's brother or sister, one day shall be allowed at the worker's normal rate of pay.

(b) In the event of a claim for payment being made under subclause (a) of this clause, the employer may ask for substantiation.

NOTIFICATION AND COLLECTION OF UNION DUES

19. (a) It shall be a condition of employment under this agreement that the employer shall deduct union dues of 30 cents per week from the wages of each worker in receipt of not less than the adult male weekly rates, and 20 cents from the wages of any other worker in receipt of not less than the adult male rate, and shall remit such deductions to the union concerned quarterly.

(b) The employer shall, when remitting the union dues, supply to the union a list of all workers employed by him coming within the jurisdiction of this agreement.

DISPUTES

20. (a) The procedure set out in the succeeding provisions of this clause shall apply to a dispute of rights between the parties bound by this instrument, or any of them, including a dispute on:

- (i) The interpretation of this instrument; or
- (ii) Any matter (not being a personal grievance within the meaning of section 117 of the Industrial Relations Act 1973) related to matters dealt with in this instrument and not specifically and clearly disposed of by the terms of this instrument.

(b) Either the workers' union or the employer or employers who are parties to any such dispute may invoke the procedure.

(c) The union and the employer or employers who are parties to any such dispute shall refer the dispute to a committee consisting of an equal number of representatives appointed respectively by the union and the employer or employers concerned, together with a chairman who shall be:

- (i) Mutually agreed upon by the parties; or
- (ii) If there is no such agreement, either a conciliator or a person appointed by him.

(d) A decision reached by a majority of the committee shall be the decision of the committee; but if the members of the committee (other than the chairman) are equally divided in opinion, the chairman may either:

- (i) Make a decision, which shall then be the decision of the committee; or
- (ii) Refer the dispute forthwith to the Industrial Court for settlement.

(e) Subject to the right of appeal conferred by subclause (f) of this clause, the decision of the committee shall be binding on the parties to the dispute.

(f) Any party may appeal to the Industrial Court against a decision of the committee, or any part of that decision. The appellant shall:

- (i) Within 14 days after the date on which the decision of the committee has been made known to him, give to every other party written notice of his intention to appeal; and
- (ii) Within seven days after the date on which that notice has been given, lodge with the Registrar of the Industrial Court a written notice of appeal; and
- (iii) Specify in each such notice the decision or the part of the decision to which the appeal relates.

(g) The essence of this clause being that, pending the settlement of the dispute, the work of the employer shall not on any account be impeded but shall at all times proceed as if no dispute had arisen, it is hereby provided that:

- (i) No worker employed by any employer who is a party to the dispute shall discontinue or impede normal work, either totally or partially, because of the dispute;
- (ii) While the provisions of this clause are being observed no such employer shall, by reason of the dispute, dismiss any worker directly involved in the dispute.

(Note—This clause has been inserted in accordance with the requirements of section 115 of the Industrial Relations Act 1973.)

PERSONAL GRIEVANCES

21. (a) For the purposes of this clause, the expression “personal grievance” means any grievance that a worker may have against his employer because of a claim that he has been unjustifiably dismissed, or that other action by the employer (not being an action of a kind applicable generally to workers of the same class employed by the employer) affects his employment to his disadvantage.

(b) The standard procedure for the settlement of any personal grievance shall include the following:

- (i) Any worker who considers that he has grounds for a personal grievance shall have the right to submit his grievance in accordance with this procedure;
- (ii) As soon as practicable after a personal grievance arises, the worker shall submit the grievance to his immediate supervisor, affording him an opportunity to remedy the cause of the grievance, the intent being that it is desirable, if the circumstances permit it, to settle the grievance rapidly and as near as possible to the point of origin;
- (iii) Where any such attempt at settlement has failed, or where the grievance is of such a nature that a direct discussion between the worker and his immediate supervisor would be inappropriate, the worker shall notify the branch secretary or secretary or a duly authorised representative of his union, who, if he considers that there is some substance in the personal grievance, shall forthwith take the matter up with the employer or his representative;
- (iv) If the matter is not disposed of in discussion with the employer or his representative, the grievance shall be reduced to writing in a statement setting out all the facts relied on. The statement shall establish the nature of the worker’s grievance, and of the issues, for all subsequent consideration of the case;
- (v) The written statement shall be referred to a grievance committee consisting of an equal number of representatives (not exceeding three) nominated respectively by the union and the employer, with or without a chairman as the parties may decide;
- (vi) The employer shall have the right to be assisted or represented before the grievance committee by an employers’ organisation;
- (vii) If the matter is not settled by the grievance committee, it shall be referred to the Industrial Court;
- (viii) The reference to the Court may be made by the employer or his representative, or by the worker’s union or its representative, or by both;
- (ix) The Court, after inquiring fully into the matter and considering all representations made by or on behalf of the parties, may make a decision or award by way of a final settlement which shall be binding on the parties;

- (x) It shall be the duty of every party to the award or agreement to promote the settlement of personal grievances under the procedures hereinbefore provided and to abstain from any action that might impede the effective functioning of the procedures.
- (c) For the purpose of ensuring that the work of the employer shall not be impeded but shall at all times proceed as if no dispute relating to the personal grievance had arisen:
- (i) No worker employed by any employer who is a party to the dispute shall discontinue or impede normal work, either totally or partially, because of the dispute;
 - (ii) While the provisions of the procedure for the settlement of the personal grievance are being observed, no such employer shall, by reason of the dispute, dismiss any worker directly involved in the dispute.
- (d) Any statements made or information given in the course of any proceedings before a grievance committee or the Court in respect of an alleged unjustifiable dismissal shall be absolutely privileged.
- (e) In the case of an alleged unjustifiable dismissal, any final settlement, decision or award made under this clause may, if it includes a finding that the worker was unjustifiably dismissed, provide for any one or more of the following:
- (i) The reimbursement to him of a sum equal to the whole or any part of the wages lost by him;
 - (ii) His reinstatement in his former position or in a position not less advantageous to him;
 - (iii) The payment to him of compensation by his employer.
- (Note—This clause has been inserted in accordance with the requirements of section 117 of the Industrial Relations Act 1973.)

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 application of the worker after due notice to the union, by the local Inspector of Awards and Agreements 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 and Agreements 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.

UNQUALIFIED PREFERENCE

23. (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 purpose of this clause "adult person" means a person of the age of 18 years or upwards, or a person of any age who for the time being is in receipt of not less than the minimum rate of wages payable to a person of the age of 18 years or upwards.

(Note—Attention is drawn to section 104 of the Industrial Relations Act 1973 which gives to workers the right to join the union.)

APPLICATION OF AGREEMENT

24. This agreement 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 agreement comes into force or at any time whilst this agreement is in force, connected with or engaged in the industry to which this agreement applies within the industrial districts to which this agreement relates.

SCOPE OF AGREEMENT

25. This agreement shall operate throughout the Northern, Taranaki, Wellington, Marlborough, Nelson, Canterbury, and Otago and Southland Industrial Districts.

TERM OF AGREEMENT

26. This agreement, 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 first day of the pay week in each establishment commencing on or after the 15th day of July 1974, 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 14th day of July 1975.

In witness whereof the seal of the Industrial Commission has hereto been affixed, and the President of the Commission has hereunto set his hand, this 2nd day of December 1974.

(L.S.)

G. O. Whatnall, President.

MEMORANDUM

Associated with the terms of settlement was an application pursuant to Regulation 7 of the Wage Adjustment Regulations 1974 for the correction of an anomaly. The Commission is satisfied that pursuant to Regulation 7 an anomaly has been established and its order is incorporated in the document.

The unqualified preference provision (clause 23) has been inserted in accordance with the agreement of all the assessors.

The rates of remuneration prescribed by this collective agreement are NOT to be increased by the application of the 9 per cent general wage adjustment that was effective from 1 July 1974 pursuant to the Wage Adjustment Regulations 1974.

Having regard to prevailing circumstances the Commission has, pursuant to section 92 (2) of the Industrial Relations Act 1973, consented to the specified period for which this agreement is to continue in force being less than one year from the date of registration of this agreement.

G. O. Whatnall, President.