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**NEW ZEALAND GLASS MANUFACTURERS CO. PTY. LTD. AND NEW ZEALAND  
FIBRE GLASS CO.—INDUSTRIAL AGREEMENT**

This industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, and its amendments, this 1st 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 Glass Manufacturers Co. Pty. Ltd. and New Zealand Fibre Glass Co., (hereinafter referred to as "the employers"), 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 shall apply to workers employed in the manufacture of glass, glass products and related products.

**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. (a) The minimum rate of wages for male workers shall be as follows:

	To Start			After Six Months' Service		
	£	s.	d.	£	s.	d.
Batch house—						
General hands .....	16	8	0	16	11	6
Mixers .....	17	19	10	18	3	4
Weighmen .....	16	18	7	17	2	2
Lime crusher .....	16	18	7	17	2	2
Operators—container stitching machines	15	14	9	15	18	3
Yard hands and employees not elsewhere classified .....	15	6	10	15	10	4

(b) The minimum rate of wages for female workers employed making up containers, packing bottles in cardboard containers, screwing caps on bottles, screen printing and/or other work as agreed to with the union, as being suitable for the employment of women shall be as follows:

	To Start			Females After Six Months' Service		
	£	s.	d.	£	s.	d.
Operators—						
Screen printing machines .....	12	8	6	12	12	1
Sorters .....	12	5	10	12	9	5
All other female workers not elsewhere classified .....	11	17	11	12	1	5

*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.

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

*Sundays and Holidays*

5. (a) For work done on Sundays, New Year's Day, 2 January, Anniversary 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 15 hereof.

(b) 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. on 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. Operators, operators' assistants, sorters, sorters' assistants, firemen, screen printing workers, sand-washers, batch-mixers and workers packing off the Lehr, operators (fibreglass), line crew (fibreglass), breunner mat machine crew and general hands (fibreglass) may be employed on shifts.

*Hours of Work*

7. (a) Shift workers shall work the hours set out in the following Schedule:

Day—	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	Sun.
8 a.m. to 4 p.m. ....	A	A	B	B	B	B	B	D	D	A	A	A	A	A
Afternoon—														
4 p.m. to 12 midnight ....	C	C	A	A	C	C	C	B	B	D	D	B	B	B
Morning—														
12 midnight to 8 a.m. ....	B	D	D	D	D	D	A	A	C	C	C	C	C	D
Day—														
8 a.m. to 4 p.m. ....	C	C	D	D	D	D	D	B	B	C	C	C	C	C
Afternoon—														
4 p.m. to 12 midnight ....	A	A	C	C	A	A	A	D	D	B	B	D	D	D
Morning—														
12 midnight to 8 a.m. ....	D	B	B	B	B	B	C	C	A	A	A	A	A	B

(b) Any shift worked during the period between midnight Friday/Saturday and 8 a.m. Monday shall be paid for at the appropriate rate prescribed in clause 10 of this agreement.

(c) 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*

8. The minimum rate of wages for male workers shall be as follows:

	To Start			After Six Months' Service		
	£	s.	d.	£	s.	d.
Trainer sorter .....	15	13	10	.....	.....	.....
Sorter .....	16	5	4	16	8	11
Firemen—						
Bottle furnaces .....	15	12	1	15	15	8
Bottle furnaces No. 2 (manually operated) .....	17	7	5	17	10	11
Fibreglass furnaces .....	16	13	4	16	16	10
Operators—						
Bottle machine (refer clause 14 for production bonus rates) .....	15	14	2	15	17	8
Screen printing machines .....	15	14	9	15	18	3
Assistant bottle machine operators .....	15	9	5	15	13	0
Operator (fibreglass) .....	16	13	4	16	16	10
Line crew (fibreglass) .....	16	13	4	16	16	10
Brenner mat machine crew .....	16	8	0	16	11	6
General hands (fibreglass) .....	15	6	10	15	10	4
All other employees not elsewhere classified .....	15	6	10	15	10	4

Extra payments as agreed for certain fibreglass workers will not be altered by agreement with the union.

NOTE—Where in any week the production bonus payment for an operator – bottle machines is 10s. or greater, such payment shall be reduced by the least of:

- an amount equal to the difference between the bonus and 10s.
- 3d. per pay hour.
- 10s.

*Overtime*

9. (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 receives less than two hours notice when 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 8.

(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 subclause shall not apply to any shift for which overtime rates are paid.

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

(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.

#### *Saturdays, Sundays and Holidays*

10. (a) Time worked between midnight Friday/Saturday and 8 a.m. Monday, or on New Year's Day, 2 January, Anniversary Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, or Boxing Day, shall not be reckoned as ordinary time or as overtime, but shall be paid for at the following special rates:

On Saturdays and between midnight Sunday/Monday and 8 a.m. Monday; time and a half for the first three hours and double time thereafter.

On Sundays: double time.

On any of the holidays above-mentioned, double time in addition to any other payment to which the worker is entitled under clause 15 hereof.

(b) 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.

(c) The employer shall, whenever practicable, give shift-workers seven days' 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.

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

#### PART III—APPLIES TO ALL WORKERS AS PROVIDED

##### *Special Payments*

12. (a) In addition to the wages prescribed in clauses 3 and 8 hereof, a worker shall be entitled to extra payment in accordance with the following scale for the time worked on the class of work stated:

	Per Hour d.
(i) Workers detailed for rubbish removal and handling .....	7
(ii) Workers employed handling lime chips from rail trucks, 4d. per ton	7
(iii) Workers handling cullet under tanks .....	7
(iv) Workers handling cullet when tanks are being opened or tapped (in addition to (iii)) .....	8
(v) Workers, excluding batch house workers, handling bagged soda ash .....	7
(vi) Workers cutting fibre glass (on line) .....	4
(vii) Workers employed in the etching section .....	7

(b) A worker required to clean the crowns of glass furnaces (whilst hot) shall be paid, in addition to his ordinary wage, the sum of 13s. 6d. for each furnace.

(c) An annual service bonus, based on work hours, will be paid to all workers in December each year on the following scale:

	Per Work Hour
	d.
After five years' continuous service .....	1
After seven years' continuous service .....	1½
After nine years' continuous service .....	2

#### *Attendance Bonus*

13. (a) A shift worker rostered to work the afternoon shift as detailed in the second line of subclause (a) of clause 7, and who is on duty on each of the days, Monday, Tuesday, Friday, Saturday and Sunday, from 4 p.m. to midnight, shall be paid an attendance bonus of 16s. 4d.

(b) A shift worker rostered to work the night shift as detailed in the third line of subclause (a) of clause 7, and who is on duty on each of the days, Tuesday, Wednesday, Thursday, Friday and Saturday, from midnight to 8 a.m. shall be paid an attendance bonus of 25s.

(c) A shift worker rostered to work the relieving shift and who is on duty on each of the days Wednesday and Thursday from 4 p.m. to midnight, and on each of the days, Sunday and Monday from midnight to 8 a.m. shall be paid an attendance bonus of 18s. 7d.

(d) Absence from any shift for any cause whatsoever relieves the company of the obligation to pay, except that any employee penalised under this clause has the right of appeal to management.

#### *Bonus Rates*

14. (a) Bonus rates for operators of bottle machines shall be as follows:

(i) L.A. and model "R" machines—

Up to 6 oz weight, 2d. per gross over 40 gross per shift.

Over 6 oz and up to 11 oz weight, 1½d. per gross over 20 gross per shift.

Over 11 oz and up to 15 oz weight, 2d. per gross over 20 gross per shift.

Over 15 oz and up to 20 oz weight, 2d. per gross over 15 gross per shift.

Over 20 oz and up to 27 oz weight, 2½d. per gross from commencement of shift.

Over 27 oz weight, 3d. per gross from commencement of shift.

(ii) Model "B" or "Baby" machine—

Up to 2 oz weight, 2d. per gross over 50 gross per shift.

Over 2 oz and up to 4 oz weight, 2d. per gross over 40 gross per shift.

Over 4 oz weight, 2d. per gross over 30 gross per shift.

(iii) 1 oz essence, plain and screw top, and 1 oz "inks" 2d. per gross over 70 gross per shift.

(iv) "I.S." machines—

Up to 6 oz weight, 2d. per gross over 40 gross per shift.

Over 6 oz and up to 11 oz weight, 1½d. per gross over 20 gross per shift.

Over 11 oz and up to 15 oz weight, 2d. per gross over 20 gross per shift.

Over 15 oz and up to 27 oz weight, 2d. per gross over 15 gross per shift.

Over 27 oz weight, 2d. per gross from commencement of shift.

Over 40 oz weight, 2d. per gross from commencement of shift.

(b) All good bottles not annealed shall be counted in assessing bonuses.

(c) The bonus rates set out in subclause (a) of this clause shall apply to all good bottles packed per shift.

(d) All rates prescribed in subclause (a) (i), (ii), and (iii) of this clause shall be increased by 45 per cent and all rates in subclause (iv) of this clause shall be increased by 30½ per cent.

(e) The bonus rates prescribed in this clause shall remain in force until a satisfactory bonus system related to production efficiency is arrived at by mutual agreement with the union.

#### *Holidays*

15. (a) The following are the recognised holidays under this agreement: New Year's Day, 2 January, Anniversary 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 provides 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*

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

(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 subclause (i) and (iii).

(vi) The additional week's holiday granted under subclause (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.

### *General Conditions*

17. (a) A worker oiling machinery, cleaning floors and performing general incidental duties of a like nature in the manufacturing department shall be deemed to be an operator's assistant.

Each glass tank shall be considered as a separate unit and not less than one operator's assistant shall be employed thereon at any one time. Where the number of machines working on a tank exceeds three, an additional operator's assistant shall be employed for each additional three machines or proportion thereof.

(b) 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.

(c) 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 8, whichever may apply, for all time worked thereafter, until he has had an interval of eight hours off work.

(d) 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.

(e) Female workers shall not be required to lift any package exceeding 40 lb in weight.

Youths under the age of 18 years shall not be required to lift any weight exceeding 70 lb.

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

(g) Adequate washing facilities and hot and cold showers shall be provided, also towels and soap, and, where necessary, any other cleaning agent.

(h) Boiling water for meals shall be provided.

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

(j) Lockers shall be provided for all workers.

(k) 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.

High-boots or waders shall be provided for all workers working in tanks when same are being opened or tapped, the workers to be responsible for these articles as above. Workers shall not be required to wear gumboots used by another worker until such gumboots have been thoroughly aired and fumigated.

(l) Suitable shelter for bicycles and motorcycles shall be provided.

(m) The quantities of bottles handled, sorted and packed by sorters on each shift into container provided, shall be as mutually agreed with the union.

(n) A special footwear and clothing allowance of 2s. 6d. per week shall be paid to all workers, excepting those covered by subclause 17 (r) and (s).

(o) The employer shall provide tea, morning and afternoon for female workers.

(p) Gloves suitable to the nature of the work shall be supplied.

(q) Workers engaged demolishing tanks shall be paid half ordinary time in addition to their normal rate (as prescribed in clause 3 or 8, whichever is applicable) whilst so engaged.

(r) Operators and batch house workers will be supplied with suitable boots and overalls. The overalls shall be kept in good repair and laundered by the employer. The provisions of clause 17 (n) do not apply to such workers.

(s) Workers employed in fibre glass shall be supplied with suitable overalls which shall be kept in good repair and laundered by the employer and in addition shall be paid 1s. 6d. per week as a clothing allowance.

*Terms of Employment*

18. (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.

(b) The working week shall end at midnight Sunday/Monday and wages shall be paid on Wednesday.

(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 employer from dismissing a worker without notice for wilful misconduct.

(d) (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.

*Disputes and Matters Not Provided For*

19. 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*

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

*Workers to be Members of the Union*

21. (a) It shall not be lawful for any employer bound by this agreement to employ or to continue to employ in any position of employment, subject to this agreement, any adult person who is not for the time being a member of an industrial union of workers bound by this agreement.

(b) For the purposes of sub-clause (a) of this clause, a person 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 his employer or any officer or representative of the union, commits a breach of this agreement, and shall be liable accordingly.

#### *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 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.

#### *Scope of Agreement*

23. This agreement shall apply to the parties named herein.

#### *Terms of Agreement*

24. 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 15th day of February 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 until the 30th day of September 1966.

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

Dated this 1st day of March 1965.

Northern Industrial District Glass Workers Industrial Union of Workers:

C. S. GEEN, President.

T. E. SKINNER, Secretary.

Dated this 1st day of March 1965.

New Zealand Glass Manufacturers Co. Pty. Ltd.:

F. R. HAYNES, Manager.

R. J. EDWARDS, Personnel Officer.