

**NORTHERN INDUSTRIAL DISTRICT CEMENT-ASBESTOS  
WORKERS.—AWARD.**

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the Auckland Brick, Tile, Pottery, Clay, and Concrete-ware Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned company (hereinafter called "the employer") :—

Hardie, James, and Co., Pty., Ltd., Penrose, Auckland.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, 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 anything 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 from the 21st day of November, 1938, and shall continue in force until the 21st day of November, 1939, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

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 21st day of November, 1938.

[L.S.]

P. J. O'REGAN, Judge.

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SCHEDULE.

*Hours of Work: Day-workers.*

1. The ordinary hours of work shall not exceed eight on each of five days of the week, Monday to Friday, both days inclusive, and shall be worked between the hours of 7.30 a.m. and 5 p.m.

*Overtime: Day-workers.*

2. (a) Time worked on any day outside of or in excess of the hours mentioned in clause 1 hereof shall be deemed to be overtime, and shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

(b) Overtime shall be calculated daily.

*Shift-workers.*

3. (a) Shifts may be worked by day or night, as required by the employer.

(b) The ordinary hours of work for a shift-worker shall not exceed five eight-hour shifts, to be worked between 7 a.m. Monday and 7 a.m. Saturday.

(c) Time worked in excess of eight hours in any shift shall be deemed to be overtime, and shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

(d) Time worked between the hours of 3 p.m. and 7 a.m. shall be paid for at the rate of 2d. per hour in addition to the rates of pay prescribed in clause 5 hereof.

*Holidays.*

4. The provisions of the Factories Act and its amendments relating to holidays and to payments for work done on Sundays, holidays, and the statutory half-holiday shall be incorporated herein.

*Wages.*

5. The minimum rates of wages payable to the following classes of workers shall be:—

	Per Hour.	
	s.	d.
Sheet-making-machine drivers .. .. .	2	7½
Wiremen on pipe-making machines .. .. .	2	6½
Milling asbestos .. .. .	2	6
Making moulded products .. .. .	2	5
Tide-mill mixers .. .. .	2	5
Working dry sheet cutter or guillotine .. .. .	2	4½
General hands .. .. .	2	4

*Youths.*

6. Youths may be employed, subject to the provisions of the Factories Act and its amendments, at the following classes of work: (1) Chopping out; (2) wrapping in; (3) extracting mandrels on pipe-making machines; (4) sleeve-making; (5) sleeve-boring; (6) steel-sheet-oiling machine; (7) general shop boy; (8) making small moulded products, and assisting adults with moulding.

(a) The following shall be the minimum rates of wages:—

	Per Week.		
	£	s.	d.
15 to 15½ years of age .. .. .	1	5	0
15½ to 16 years of age .. .. .	1	9	0
16 to 16½ years of age .. .. .	1	13	6
16½ to 17 years of age .. .. .	1	17	6
17 to 17½ years of age .. .. .	2	1	6
17½ to 18 years of age .. .. .	2	5	6
18 to 18½ years of age .. .. .	2	9	6
18½ to 19 years of age .. .. .	2	13	6
19 to 19½ years of age .. .. .	2	17	6
19½ to 20 years of age .. .. .	3	1	6
20 to 20½ years of age .. .. .	3	5	6
20½ to 21 years of age .. .. .	3	9	6

Thereafter, adult rates.

(b) In the case of youths the engagement shall be a weekly one, and one week's notice of the termination of the engagement shall be given on either side: Provided, however, that this shall not affect the right of the employer to summarily dismiss a worker for misconduct.

(c) The employer shall be entitled to make a rateable deduction from the weekly wage prescribed in this clause for any time lost by a worker through sickness, accident, or default.

*Payment of Wages.*

7. (a) Wages shall be paid not later than Thursday of each week during working-hours.

(b) All wages shall be paid on dismissal of the workers. When a worker leaves an employer of his own accord, all wages due to him shall be paid by the employer within twenty-four hours.

*General Conditions.*

8. (a) In the event of a worker being required to work overtime after 6 p.m. and being unable to get home for a meal, he shall be paid 1s. 6d. additional for tea-money.

(b) The employer shall provide dressing-sheds to enable workers to change their clothes, also meal-rooms; and the employer shall also provide proper sanitary conveniences.

(c) The employer shall also provide a constant supply of fresh water for washing and drinking purposes and facilities for boiling water at meal-times.

(d) First-aid equipment shall be kept at all plants.

(e) A worker shall be deputed to boil water for workers' meals before such meal-times.

(f) Piecework and contract work shall be prohibited.

(g) Aprons, gum boots, and/or gloves shall be provided when necessary.

*Right of Entry upon Premises.*

9. The secretary or other authorized officer of the union shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled 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.

*Settlement of Disputes.*

10. If any dispute shall arise between the parties to this award upon any matters arising out of or in connection with this award, it shall be referred to a committee consisting of a representative of the employer and a representative of the union, who shall appoint an independent chairman. The committee may either decide the matter or refer it to the Court. Either party, if dissatisfied with the decision of the committee, may appeal to the Court upon giving written notice of such appeal to the other party within fourteen days after such decision shall have been communicated to the party desiring to appeal.

*Extension of Hours under Factories Act.*

11. Pursuant to the provisions of section 3 of the Factories Amendment Act, 1936, the limits of hours fixed by subsection (1) of that section are hereby extended upon the terms of this award in respect of every occupier of a factory bound or to be bound by this award.

*Workers to be Members of Union.*

12. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

*Under-rate Workers.*

13. (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 fourteen 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 Award.*

14. This award shall apply to the parties named herein and to such other parties as may be added from time to time by order of the Court.

*Term of Award.*

15. This award shall come into force on the 21st day of November, 1938, and shall continue in force until the 21st day of November, 1939.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 21st day of November, 1938.

[L.S.]

P. J. O'REGAN, Judge.

MEMORANDUM.

The only matter referred to the Court was the question whether or not the employer should have the right to work shifts. The evidence was somewhat conflicting and the Court was unable to view the operations carried on. In face of the fact, however, that this particular method of manufacturing is a new industry in New Zealand and as it is undesirable to restrict unduly the extension of any new industry, the Court has decided to permit shifts to be worked. The question may be gone into more fully later when a new award is applied for, but on account of the considerations already mentioned the present award has been made for twelve months only.

P. J. O'REGAN, Judge.