

**JAMES HARDIE AND CO. PTY., LTD., AUCKLAND, CEMENT-
ASBESTOS WORKERS—INDUSTRIAL AGREEMENT**

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the industrial agreement made on the 9th day of February, 1949, between the Auckland Cement-asbestos Industrial Union of Workers and James Hardie and Co., Pty., Ltd., Auckland.

WHEREAS by the Economic Stabilization Emergency Regulations 1942 it is provided that no industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, shall come into force until it is filed under section 28 of the said Act: And whereas it is provided, further, that no such industrial agreement shall be accepted by a Clerk of Awards for filing as aforesaid unless it has been approved by the Court for the purposes of the said regulations: And whereas application has been made for approval of the industrial agreement made on the 9th day of February, 1949, between the Auckland Cement-asbestos Industrial Union of Workers, of the one part, and James Hardie and Co., Pty., Ltd., Auckland of the other part: Now, therefore, the Court, having had regard to and having taken into consideration the matters and things as required by the said regulations, doth hereby approve the said industrial agreement for the purposes of the said regulations.

Dated this 25th day of February, 1949.

[L.S.]

A. TYNDALL, Judge.

**JAMES HARDIE AND CO. PTY. LTD., AUCKLAND, CEMENT-ASBESTOS
WORKERS—INDUSTRIAL AGREEMENT**

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments this 9th day of February, 1949, between the Auckland Cement-asbestos Industrial Union of Workers (hereinafter referred to as "the union"), of the one part and James Hardie and Company Proprietary Limited, Auckland (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.

SCHEDULE

Industry to Which Agreement Applies

1. The industry to which this agreement applies is that of the making of asbestos-cement products.

Hours of Work

2. (a) 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.

(b) No worker shall be required to work more than four and a half hours continuously without an interval of at least three-quarters of an hour for a meal: Provided that this meal time may be reduced to half an hour by mutual agreement between the employer and the majority of the workers.

Shift Work

3. (a) Notwithstanding the provisions of clause 2, shifts may be worked outside the ordinary hours of work, provided that they shall not exceed more than five shifts of eight hours to be worked between 7 a.m. Monday and 7 a.m. Saturday inclusive, and shall include a crib time of twenty minutes, which shall be paid for.

(b) For the purpose of this clause, "shift work" shall mean work which is carried out by two or more successive relays or spells of workers, each relay performing substantially the same duties as the outgoing shift.

(c) Where practicable, shifts shall rotate weekly.

(d) Time worked between the hours of 3 p.m. and 7 a.m. shall be paid for at the rate of $2\frac{1}{2}$ d. per hour in addition to the worker's ordinary rate of pay.

(e) It shall not be lawful for workers employed in the despatch department to be employed on shift work.

Overtime

4. (a) Time worked on any day outside of or in excess of the hours mentioned in clause 2 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.

Holidays

5. (a) The following shall be the recognized holidays: Christmas Day, New Year's Day and the day after, Good Friday, Easter Monday, Anzac Day, Sovereign's Birthday, Labour Day, Anniversary Day, and Boxing Day.

(b) The employer shall pay wages for the above holidays to all workers performing work coming within the scope of this agreement who have been employed in the factory any time during the fortnight ending on the day on which the holiday occurs.

(c) Time worked on Sunday or on any holiday specified in subclause (a) of this clause shall be paid for at the rate of double ordinary time.

(d) In the event of a holiday, other than Anzac Day, falling on a Saturday or a Sunday, such holiday shall be observed on the next succeeding working day.

Annual Holiday

6. The provisions of the Annual Holidays Act, 1944, shall apply to all workers covered by this agreement.

Wages

7. The following shall be the minimum rates of wages for adult workers:—

	Per Hour.	
	s.	d.
Sheet-making-machine drivers	3	7½
Pipe machine drivers	3	7½
Crane operator (man in charge only)	3	6½
Milling asbestos	3	5½
Making moulded products	3	4½
Tide-mill mixers	3	4½
Working dry sheet cutter or guillotine	3	4
Wet-guillotine hands	3	4
General hands	3	3½

Where workers are employed trimming fibrolite sheets on flat machine and rotary machine, an additional 1d. per hour for worker in charge of machine shall be paid.

Youths

8. (a) Youths may be employed, subject to the provisions of the Factories Act and its amendments, at the following classes of work—making small moulded products and assisting adults with moulding, sleeve-boring, sleeve-making, assisting on pipe machine, as general shop boy, or any other work which may be agreed upon between the employer and the union.

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

	Per Week.		
	£	s.	d.
15 to 15½ years of age	1	14	6
15½ to 16 years of age	2	0	0
16 to 16½ years of age	2	6	6
16½ to 17 years of age	2	12	0
17 to 17½ years of age	2	18	6
17½ to 18 years of age	3	4	6
18 to 18½ years of age	3	11	0
18½ to 19 years of age	3	16	6
19 to 19½ years of age	4	2	6
19½ to 20 years of age	4	8	6
20 to 20½ years of age	4	14	6
20½ to 21 years of age	4	18	0

Thereafter adult rates.

(c) 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.

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

Dirty Work

9. A worker employed at the following work shall be paid 2d. per hour extra while so employed: unloading and tipping cement, dipping pipes, cleaning machines, cleaning drains, cleaning sludge tanks.

Payment of Wages

10. (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 the employer of his own accord, all wages due to him shall be paid by the employer within twenty-four hours.

General Conditions

11. (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 2s. 3d. additional for tea money.

(b) The employer shall provide a constant supply of fresh water for washing and drinking purposes.

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

(d) Piecework and contract work shall be prohibited.

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

Sanitary Accommodation

12. (a) The employer shall provide dressing sheds to enable workers to change their clothes, also meal room, lockers, and lavatory accommodation.

(b) At least two warm showers shall be provided, and ten minutes shall be allowed to workers who have been engaged unloading and/or tipping and handling cement and tide-mill hands to have a shower, which time shall be paid for.

(c) The union delegate shall be responsible to see that accommodation and conveniences are kept clean and tidy.

Accidents

13. A first aid room, fully equipped, shall be provided and maintained by the employer and the key kept in an accessible place.

Right of Entry

14. 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

15. If any dispute shall arise between the parties to this agreement upon any matters arising out of or in connection with this agreement, 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.

Workers to be Members of Union

16. (a) Subject to the provisions of subsection (5) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, it shall not be lawful for any employer bound by this agreement to employ or to continue to employ in any position or 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 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 agreement for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(c) Every person who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested so to do by his employer or any officer or representative of the union commits a breach of this agreement, and shall be liable accordingly.

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

17. (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 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 Agreement

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

Term of Agreement

19. This agreement shall come into operation, in so far as it applies to wages, as from the 13th January, 1949, and all other conditions from the 9th February, 1949, and shall remain in force until the 9th February, 1950.

In witness whereof the parties hereto have executed these presents on the day and year first above written.

Signed for and on behalf of James Hardie & Co. Pty. Ltd.—

A. C. McDougall.

Witness to the above signature—J. L. Knutson.

The official stamp of the Auckland Asbestos Workers' Industrial Union of Workers was hereto set and impressed by order of the Committee thereof this 9th day of February in the presence of—

[L.S.]

F. ROWLAND.
P. R. O'ROURKE.

**JAMES HARDIE AND CO. PTY., LTD., AUCKLAND, CEMENT
ASBESTOS WORKERS—AMENDMENT OF INDUSTRIAL
AGREEMENT**

In the Court of Arbitration of New Zealand—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and the Economic Stabilization Emergency Regulations, 1942; and in the matter of the industrial agreement between the Auckland Cement-Asbestos Industrial Union of Workers and James Hardie and Company, Limited, Auckland, made on the 9th day of February, 1949, and recorded in 49 Book of Awards.

IN pursuance and exercise of the powers vested in it by the Economic Stabilization Emergency Regulations, 1942; and of every other power in that behalf thereunto enabling it, this

Court, for the purpose of giving effect to the pronouncement made by it on the 12th day of April, 1949, doth hereby order as follows:—

1. That the said industrial agreement shall be amended in the manner following:—

(1) By deleting clause 7 and substituting therefor the following clause:—

“Wages

“7. The following shall be the minimum rates of wages for adult workers:—

	Per Hour.	
	s.	d.
“ Sheet-making-machine drivers	3	8 $\frac{3}{4}$
“ Pipe machine drivers	3	8 $\frac{3}{4}$
“ Crane operator (man in charge only)	3	7 $\frac{3}{4}$
“ Milling asbestos	3	7 $\frac{1}{4}$
“ Making moulded products	3	6
“ Tide-mill mixers	3	6
“ Working dry sheet cutter or guillotine	3	5 $\frac{1}{2}$
“ Wet-guillotine hands	3	5 $\frac{1}{2}$
“ General hands	3	5-

“ Where workers are employed trimming fibrolite sheets on flat machine and rotary machine, an additional 1d. per hour for worker in charge of machine shall be paid.”

(2) By deleting subclause (b) of clause 8 (Youths) and substituting therefor the following subclause:—

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

	Per Week.		
	£	s.	d.
“ 15 to 15 $\frac{1}{2}$ years of age	1	16	0
“ 15 $\frac{1}{2}$ to 16 years of age	2	2	0
“ 16 to 16 $\frac{1}{2}$ years of age	2	8	6.
“ 16 $\frac{1}{2}$ to 17 years of age	2	14	6
“ 17 to 17 $\frac{1}{2}$ years of age	3	1	0
“ 17 $\frac{1}{2}$ to 18 years of age	3	7	0
“ 18 to 18 $\frac{1}{2}$ years of age	3	13	6
“ 18 $\frac{1}{2}$ to 19 years of age	4	0	0
“ 19 to 19 $\frac{1}{2}$ years of age	4	6	6
“ 19 $\frac{1}{2}$ to 20 years of age	4	12	6
“ 20 to 20 $\frac{1}{2}$ years of age	4	19	0
“ 20 $\frac{1}{2}$ to 21 years of age	5	2	6
“ Thereafter adult rates.”			

2. That this order shall come into force on the 1st day of June, 1949.

Dated this 4th day of May, 1949.

[L.S.]

A. TYNDALL, Judge.