

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

[Filed in the Office of the Clerk of Awards, Auckland]

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 28th day of September 1959, between the Auckland Asbestos Industrial Union of Workers, (hereinafter referred to as “the union”), of the one part, and James Hardie and Co. Pty. Ltd., Auckland, (hereinafter referred to as “the employer”), 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.

(c) A break of 10 minutes shall be allowed each morning and afternoon without deduction of pay to all 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 20 minutes, which shall be paid for. Work done between 11 p.m. Sunday and 7 a.m. Monday shall be regarded as Sunday work.

(b) The provisions of clause 2 (c) shall not apply to shift workers, who shall be relieved in rotation for two breaks each of 10 minutes during each shift.

(c) 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.

(d) Where practicable, shifts shall rotate weekly.

(e) Time worked between the hours of 3 p.m. and 7 a.m. shall be paid for at the rate of 5¼d. per hour in addition to the worker's ordinary rate of pay.

(f) 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 recognised 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 at 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 in addition to the requirements of clause 5 (b) above.

(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	5	4 $\frac{3}{4}$
Main drive operator pipe machine	5	4 $\frac{3}{4}$
Calendering operator pipe machine	5	4 $\frac{3}{4}$
Mandrel extractor operator pipe machine	5	4 $\frac{3}{4}$
Mixing plant operator pipe machine	5	1 $\frac{1}{2}$
Milling asbestos	5	0 $\frac{3}{4}$
Crane operators	5	0 $\frac{1}{2}$
Platform truck driver	5	0
Tide mill mixers	4	11 $\frac{1}{4}$
Stacker operator	4	10 $\frac{1}{4}$
Pipe turner and socket borer	4	10 $\frac{1}{4}$
Stacker hand (Lowering pipes into Autoclave trucks)	4	10 $\frac{1}{4}$
Fork truck drivers	4	10
Making moulded products	4	9
Working dry sheet cutter or guillotine	4	8 $\frac{1}{2}$
General hands	4	8

Allow 2d. per hour for man in charge of Autoclaves.

Where workers are employed trimming fibrolite sheets on flat machine and rotary machine, an additional 1 $\frac{1}{4}$ d. 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 15 $\frac{1}{2}$ years of age	2	14	4
15 $\frac{1}{2}$ to 16 years of age	3	1	10
16 to 16 $\frac{1}{2}$ years of age	3	9	10
16 $\frac{1}{2}$ to 17 years of age	3	17	4
17 to 17 $\frac{1}{2}$ years of age	4	5	10
17 $\frac{1}{2}$ to 18 years of age	4	13	4
18 to 18 $\frac{1}{2}$ years of age	5	1	4
18 $\frac{1}{2}$ to 19 years of age	5	9	4
19 to 19 $\frac{1}{2}$ years of age	5	17	4
19 $\frac{1}{2}$ to 20 years of age	6	4	10
20 to 20 $\frac{1}{2}$ years of age	6	13	4
20 $\frac{1}{2}$ to 21 years of age	6	17	4

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 3d. per hour extra while so employed: Unloading and tipping cement, unloading and stacking asbestos, dipping pipes, cleaning machines, cleaning drains, cleaning sludge tanks, feeding wet scrap machines.

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 24 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 4s. 3d. additional for tea money. The payment provided for in this subclause shall not be subject to the provisions of clause 18—Increase in Rates of Remuneration.

When working protracted overtime, either a suitable meal shall be provided, or meal-money paid every $4\frac{1}{2}$ hours that overtime continues provided workers are required to continue working after the meal interval; and provided, further, that the period of $4\frac{1}{2}$ hours may be varied by agreement. In such cases reasonable meal intervals shall be paid for.

(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' meal before such meal times.

(d) Piecework and contract work shall be prohibited.

(e) Aprons, gumboots, 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 10 minutes shall be allowed to workers who have been engaged unloading and/or tipping and handling cement or asbestos 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 authorised 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 14 days after such decision shall have been communicated to the party desiring to appeal.

Workers to be Members of Union

16. Court's usual clause.

Under-rate Workers

17. Court's usual clause.

Increase in Rates of Remuneration

18. The rates of remuneration determined by this agreement shall be increased to the extent and in the manner prescribed by the general order of the Court made under the Economic Stabilisation Regulations 1953, and dated the 18th day of September 1959.

(EXPLANATORY NOTE—The general order of 18 September 1959, increased rates of remuneration determined by awards and industrial agreements by an amount equal to 24 per cent thereof, but excluded from the scope of the increase—

1. Such portion of the remuneration of each worker in each week as exceeded the amount of £13 in the case of adult male workers, the amount of £9 15s. in the case of adult female workers, and the amount of £7 10s. in the case of male and female workers under the age of 21 years; and
2. All allowances in respect of tools, bicycles, motor vehicles, protective or special clothing, or special footwear.

The term "remuneration" means salary or wages; and includes time and piece wages and overtime and bonus and other special payments and also includes allowances, fees, commission, and any other emolument whether in one sum or several sums; and also includes travelling expenses.

Scope of Agreement

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

Term of Agreement

20. This agreement shall come into operation as from 28 September 1959 and shall remain in force until 28 September 1961.

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 and Co. Pty. Ltd.:

A. C. McDUGALL.

Witness to the above signature—G. D. Johns.

The official stamp of the Auckland Asbestos Workers' Industrial Union of Workers was hereto set and impressed by order of the Committee thereof, this day of _____ in the presence of:

Auckland Asbestos Workers Industrial Union of Workers.

[L.S.]

T. P. JOHNS.
N. W. LEVY.