

JAMES HARDIE AND CO. PROPRIETARY 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 16th day of November 1965, between the Auckland Asbestos Industrial Union of Workers, (hereinafter referred to as "the union"), of the one part, and James Hardie and Co. Proprietary 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 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) In addition to the workers' ordinary rates of pay shift allowances will be paid as follows:

Rotating shifts, 5s. each shift.

Alternating shifts, 3s. each shift.

(f) It shall not be lawful for workers employed in the dispatch 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.

(c) Minimum overtime for Sunday or any recognised holiday will be two hours.

(d) When working overtime, any worker required to commence work after the cessation of public wheeled transport or before the ordinary time of starting such traffic and any worker who may work until after the cessation of public wheeled transport and cease work before the ordinary time of starting such traffic, shall be paid time occupied in travelling to and from his home with a maximum of two hours at ordinary rate of pay. If a conveyance is provided for the worker by his employer, he shall not be entitled to payment for travelling time. For the purpose of this award "public wheeled traffic" shall mean trams, buses and trains used by the worker travelling to and from his place of work.

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 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 Holidays

6. Holidays shall be allowed in accordance with the provisions of the Annual Holidays Act 1944; provided that upon completion of 10 years continuous service with the same employer the annual holiday shall be three weeks. Provided further however that shift workers who have worked continual shift work for a complete year shall be entitled to an annual holiday of three weeks in lieu of two weeks; the qualifying period for the commencement of this provision shall run from the date of this agreement. The third week's holiday may be allowed either in conjunction with or separately from the first and second weeks as the company may decide. No worker shall be entitled to receive more than three weeks annual holiday.

Wages

7. The minimum rate of wages for adult workers shall be 7s. 2d. per hour. The rates of pay for jobs which are deemed to require special classification shall be by agreement between the employer and the union.

Men in charge of autoclaves shall receive an extra 2d. per hour. Where workers are employed trimming Fibrolite sheets on flat machine and rotary machine an additional 1½d. 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	.....	4	13	11
15½ to 16 years of age	.....	5	3	11
16 to 16½ years of age	.....	5	14	9
16½ to 17 years of age	.....	6	5	7
17 to 17½ years of age	.....	6	16	6
17½ to 18 years of age	.....	7	6	6
18 to 18½ years of age	.....	7	17	4
18½ to 19 years of age	.....	8	8	2
19 to 19½ years of age	.....	8	19	1
19½ to 20 years of age	.....	9	9	0
20 to 20½ years of age	.....	9	19	11
20½ to 21 years of age	.....	10	5	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 stacking asbestos, 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 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 5s. 2d. additional for tea money.

When working protracted overtime, either a suitable meal shall be provided, or meal-money paid every four and a half hours that overtime continues provided workers are required to continue working after the meal interval; and provided, further, that the period of four and a half 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.

(f) When a worker is required to work during his recognised meal break, overtime rates shall be paid until an interval for a meal has been allowed.

(g) The employer shall allow meal money at the rate of 5s. 6d. per meal to workers required to work overtime after 12 noon Saturday or Sunday, provided such workers cannot reasonably get home for their meals and provided further that they have not been notified of such overtime on the day preceding the day on which they are required to work.

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 shower time allowed to those workers whose jobs are defined and agreed upon from time to time between the union and the company as applicable for shower time.

(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.

Meetings in Company Time

16. The union will be permitted to have two 30 minute periods annually for holding union meetings. These meetings are to be held at times to be mutually agreed upon.

Unqualified Preference

17. (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 (d) 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 and upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this agreement.

(NOTE—Attention is drawn to section 174H of the Industrial Conciliation and Arbitration Act 1954, which gives to workers the right to join the union.)

Under-rate Workers

18. (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, or 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

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

Term of Agreement

20. This agreement shall come into operation as from 1 December 1965, and shall remain in force until 1 December 1967.

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. Proprietary Ltd.:

H. C. SADGROVE.

Witness to the above signature—P. L. Trevarthen.

The official stamp of the Auckland Asbestos Workers' Industrial Union of Workers was hereto set and impressed by order of the committee thereof, this 16th day of November 1965 in the presence of:

E. W. BOLTON.

O. J. RHODES.
