

NORTHERN AND CANTERBURY RUBBER-WORKERS.—AWARD

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

In the Court of Arbitration of New Zealand, Northern and Canterbury Industrial Districts.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the Northern, Wellington, and Canterbury Rubber Workers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned firms and companies (hereinafter called "the employers") :—

Dunlop Rubber Co., Junction Street, Woolston, Christchurch.

Empire Rubber Mills, Ltd., Cumnor Terrace, Christchurch.

Firestone Tire and Rubber Co., Ltd., Langdowns Road, Christchurch.

Gem Rubber Co., care of Empire Rubber Co., Ltd., Christchurch.

Guild Rubber Co., Ltd., Vagues Road, Christchurch.

Latex Rubber Co., Ltd., High Street, Christchurch.

L.K. Rubber Co., Hornby, Christchurch.

Marathon Rubber Footwear, Ltd., Cumnor Terrace, Christchurch.

N.Z. Rubber Cements Co., Ltd., care of V. R. Skellerup, care of Latex Rubber Co., Christchurch.

Reid (New Zealand) Rubber Mills, Ltd., 41 Shortland Street, Auckland.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the terms of settlement arrived at in the above-mentioned dispute and forwarded directly to the Court pursuant to the provisions of section 3 of the Industrial Conciliation and Arbitration Amendment Act (No. 2), 1939, 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 hereinafter provided and shall continue in force until the 24th day of November, 1949, 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 24th day of November, 1948.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Industry to which Award Applies

1. The industry to which this award applies is the manufacture of rubber products, including handling raw and processed materials used in such manufacture, but excluding the assembly and manufacture of rubber-soled footwear, including gum boots.

Hours of Work

2. (a) The ordinary hours of work shall not exceed eight hours on each of five days of the week, Monday to Friday, both days inclusive, and shall be worked between the hours of 7 a.m. and 5 p.m. for males and 8 a.m. and 5 p.m. for females.

(b) Notwithstanding the provisions of subclause (a) hereof, the management may, by agreement with the union, vary the daily hours of commencing and ceasing work.

Shifts

3. (a) Shifts may be worked as required by the employer. The ordinary hours of work for shift-workers shall not exceed five shifts of eight hours each, to be worked on Monday to Friday inclusive: Provided that no worker engaged for day-work shall be required to work shift-work without his consent.

(b) A shift-worker on day, afternoon, and/or night shift shall be allowed half an hour crib-time in each shift without deduction of pay.

(c) A shift-worker any part of whose shift falls between midnight and 7 a.m. shall be paid 3s. per shift in addition to the specified weekly wage. Workers on afternoon shift (4 p.m. to midnight) shall be paid 2s. per shift in addition to the weekly wages specified herein.

(d) No worker under eighteen years of age shall be employed on any shift any part of which falls between midnight and 7 a.m.

(e) Shifts shall be worked in rotation, except when otherwise mutually arranged between the employer and workers.

(f) No worker covered by this award and using a machine shall be required to work at night unless some other person is within calling distance.

(g) Where a worker commences a working-week on any one of the three usual starting-times and is switched to another shift, then he shall be paid at overtime rates for the first shift of eight hours thereafter.

Overtime

4. (a) Time worked in any day outside of or in excess of the hours mentioned in clauses 2 or 3 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: Provided that when overtime is worked on Saturday morning the rates shall be time and a half for the first four hours and double time thereafter.

(b) A minimum of four hours' overtime shall be paid for overtime worked on Saturdays, except in the case of overtime which follows on ordinary working-hours.

(c) When a worker is required to work overtime beyond one hour after his usual time for ceasing work and has not been notified on the previous day, he shall be paid the sum of 2s. 3d. meal-money. If such a worker is notified that he is to work and brings an extra meal with him and overtime is not worked, such worker shall be paid an allowance of 2s. 3d.

Wages

5. (a) The following shall be the minimum rates of pay for adult male workers:—

	Per Week.		
	£	s.	d.
Leading calender hand	8	0	9
Leading extruder hand	7	15	6
Operator in charge rubber calendering or profiling machine and in charge of assistants thereon, if any	7	10	3
Extruder hand (operator in charge and in charge of assistants thereon, if any) ..	7	10	3
Leading mechanical hand (in charge of three or more assistants)	7	10	3
Mechanical hands (after twelve months' experience)	6	19	9
Hose-workers (after twelve months' experience as such)	6	19	9
Leading inflation hand	7	10	3
Leading press hand	7	10	3
Banbury operator and in charge of assistants thereon, if any	7	5	0
Mill hands (adults)—			
First six months	6	14	6
Thereafter	7	5	0
Spreading-table leading hand	7	10	3
Spreading-table operators (in charge of machine and in charge of assistants thereon, if any)	7	5	0
Vulcanizer	6	19	9
Press hands	6	19	9
Cycle-tire-press hands	6	19	9
Calender assistant	6	19	9
Battery-box-press hands	6	19	9
Clickers	6	19	9
Monoband-operator	6	19	9

	Per Week.		
	£	s.	d.
Man in charge of despatch-room and in charge of assistants therein, if any	6	19	9
Man operating debeader	6	19	9
Man operating disintegrator	6	19	9
Man operating drier	6	19	9
Compounder (man who weighs out batches)	7	5	0
Rubber-washing-machine operator	6	19	9
Rubber-straining-machine operator	6	19	9
Crumb-grinding-machine operator	6	19	9
Operator in charge fabric-predipping machine	6	19	9
Fabric-drying-machine operator	6	19	9
Operator in charge of bead-insulating machine	7	5	0
Bead-assemblers	6	19	9
Operator in charge of fabric-bias-cutting machine and in charge of assistants thereon, if any	7	5	0
Assistants on bias-cutting machine	6	19	9
"Pocket" or "band" maker	6	19	9
Component-part assembler	6	19	9
Operator of car-cover-assembling machine ..	7	5	0
Operator of truck-cover-assembling machine ..	7	10	3
Service man to tire-assembly line	6	19	9
Car and truck tube joining and sealing and valve fitting	6	19	9
Curing-bag building, other than cycle	7	5	0
Curing-bag buffing and repairing, other than cycle-cover-curing bags	6	19	9
Flap preparation	6	19	9
Operator in charge vacuum or pressure or pressure shaping machine	6	19	9
Tube-moulding in individual curing units (excluding cycle tubes)	7	5	0
Curing-bag moulding, other than cycle-cover-curing bags	6	19	9
Tire-moulding (other than cycle-tire) on individual or dual heaters	7	10	3
Operator extracting curing-bags from car or truck covers after cure	6	19	9
Tube-examining—car and truck tubes	6	19	9
Tube-repairing—new car and truck tubes ..	6	19	9
Examiner of car and truck tires (during manufacture or final examination)	7	5	0
Repairer of blemishes on new car and truck tires	7	5	0

	Per Week.		
	£	s.	d.
Measurement and correction of tire and tube balance	6	19	9
Cement-mixers	6	19	9
Latex-mixers	6	19	9
Compounder of disbursements for latex ..	6	19	9
Male operator in latex dipping	6	19	9
Leading hand in latex dipping	7	10	3
Mould-cleaners	6	19	9
All other adult male workers without experience in the industry—			
First three months	6	9	3
Thereafter	6	14	6

(b) Men appointed to be in charge of processing teams or to exercise jurisdiction over other workers or to give instructions to other workers shall be classed as leading hands: Provided that this provision shall not apply to an operator training a learner.

(c) Leading hands, other than those specifically provided for in the above classification, shall be paid 10s. per week in addition to ordinary rates.

(d) Men working with carbon black on open mills and compounders weighing carbon black shall be paid 6d. per hour additional, with a minimum payment of 3s. per day.

(e) Other workers in contact with carbon black or handling dry powders containing colouring-matter shall be paid 3d. per hour additional, with a minimum payment of 2s. per day.

(f) Unless otherwise specifically provided for, examiners and graders, male or female, on all types of production shall be paid 1s. per day in addition to the respective minimum rates.

Boys and Youths: Wages

6. Subject to the provisions of the Factories Act, 1946, boys and youths may be employed at not less than the following weekly rates of wages:—

Age Commencing.	First Six Months.	Second Six Months.	Third Six Months.	Fourth Six Months.	Fifth Six Months.	Sixth Six Months.	Seventh Six Months.	Eighth Six Months.	Ninth Six Months.	Tenth Six Months.
Under 16	38/1	45/1	51/11	58/8	68/1	74/11	81/9	88/6	97/11	105/9
16 to 17	45/1	51/11	58/8	68/1	74/11	81/9	88/6	97/11	105/9	..
17 to 18	51/11	58/8	68/1	74/11	81/9	88/6	97/11	105/9	..	..
18 to 19	58/8	68/1	74/11	81/9	95/10	105/9	..	..	..	..
19 to 20	69/2	77/-	88/6	105/9	..	..	..	..	..	..
20 to 21	88/6	105/9	..	..	..	..	..	..	..	..

And thereafter, or on attaining the age of twenty-one years, not less than the appropriate adult rate.

Females: Wages

7. (a) Females may be employed at not less than the following weekly rates of wages:—

Age Commencing.	First Six Months.	Second Six Months.	Third Six Months.	Fourth Six Months.	Fifth Six Months.	Sixth Six Months.	Seventh Six Months.
Under 17	37/-	43/-	48/9	54/6	61/3	69/8	80/8
17 to 18	43/-	48/9	54/6	61/3	69/8	80/8	..
18 to 19	48/9	54/6	61/3	69/8	80/8	..	..
19 to 20	54/6	61/3	69/8	80/8	..	..	..
20 to 21	61/3	69/8	83/2	..	..	..	..
Over 21	70/-	75/3	83/2	..	..	..	..

And thereafter, £4 5s. 9d.

(b) The proportion of junior females employed shall be not more than three junior females to each adult female.

(c) Female workers appointed to be in charge of processing teams or to exercise jurisdiction over other workers or to give instructions to other workers shall be classed as leading hands and paid 10s. per week in addition to ordinary rates: Provided that this provision shall not apply to an operator training a learner.

Bonus Payments

8. Bonus payments to workers shall be permitted and shall be arranged between the employer and the union.

Payment of Wages

9. (a) All wages shall be paid within twenty-three hours of the commencement of the next working-week.

(b) No employee coming within the scope of this award shall have his or her wages reduced by reason of the operation of this award so long as such employee continues to be employed by the same employer in the same position or employment.

Terms of Employment

10. (a) The employment shall be deemed to be a weekly employment and no deduction shall be made from the weekly wages except for time lost through the worker's sickness, accident, or default, or for time lost through the factory being closed for cleaning or repairing of machinery.

(b) Not less than seven days' notice shall be given by either party of the termination of the employment; but nothing in this clause shall prevent an employer from summarily dismissing any worker for serious misconduct.

Holidays

11. (a) All workers shall receive the following holidays in each year: New Year's Day, 2nd January, Good Friday, Easter Monday, Anzac Day, Labour Day, Christmas Day, Boxing Day, Anniversary Day or a day in lieu thereof, and the birthday of the reigning Sovereign.

(b) All work performed on any of the above-mentioned holidays shall be paid for at double rates. This payment shall be in addition to the weekly wage to which the worker is entitled.

(c) All work performed on Sundays or Saturday afternoon shall be paid for at double rates.

(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 succeeding Monday, and in the event of another holiday falling on such Monday, such other holiday shall be observed on the succeeding Tuesday.

Annual Holidays

12. Annual holidays shall be allowed in accordance with the provisions of the Annual Holidays Act, 1944.

General Conditions

13. (a) A shed for the storage of workers' bicycles shall be provided.

(b) Workers shall be provided with suitable accommodation to the satisfaction of the Inspector of Factories for changing their clothes, and with suitable shower-baths for male workers, wash-hand basins with hot and cold water laid on. Locker accommodation shall be provided for each worker. Double locker accommodation shall be provided for each worker handling carbon black. Dining-rooms shall be provided to the satisfaction of the Inspector of Factories, with facilities for obtaining boiling water at meal-times.

(c) All workers shall be provided, when necessary, with materials to carry on the work, such as respirators, goggles, gloves, and waterproof aprons.

(d) No female shall be required to lift packages over 40 lb. in weight. No male under eighteen years of age shall be required to lift packages over 60 lb. in weight or to operate any mill, vulcanizer, extruder, cycle-tire press, or moulding-press.

(e) After the completion of each shift entailing handling or using carbon black, workers shall be allowed thirty minutes at ordinary time rates for washing or bathing.

After the completion of each shift entailing the handling of dry powders containing colouring-matter, compounders and mixers shall be allowed fifteen minutes at ordinary rates for washing or bathing.

(f) A "smoke-oh" not to exceed ten minutes morning and afternoon shall be allowed to all workers, but not so that continuous processes shall be held up or impeded.

(g) Wash-tubs and a drying-room for washing and drying overalls shall be provided for the use of workers entitled to washing-time.

(h) A worker who uses public transport shall not be required to start work before public transport to the factory commences, or to finish work after public transport from the factory is available, unless provision is made for a suitable conveyance.

(i) Overalls shall be supplied as required to latex-dipping-machine operators.

(j) A full first-aid outfit shall be provided and shall be accessible to the charge hand or competent "first-aider" on each shift.

(k) In departments where required, two pairs of overalls or two aprons shall be supplied each year: Provided that each worker concerned shall be responsible for the cost of the first set, but such cost shall be refunded by the employer when replacement of the first set is necessary. Clothing provided by the employer shall be and remain his property.

Foremen and Forewomen

14. The employer may appoint one foreman or forewoman in each department where five or more workers are employed, and such foreman or forewoman shall be exempt from the operation of this award.

Disputes Committee

15. Any dispute in connection with any matter not provided for in this award shall be settled between two representatives of the employer concerned and two representatives of the union, and in default of any agreement being arrived at, then such dispute shall be referred to the Conciliation Commissioner, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Conciliation Commissioner, may appeal to the Court within seven 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 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.

(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.

(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 award, 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 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.

Application of Award

18. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer who, not being an original party hereto, is, when this award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within the industrial districts to which this award relates.

Scope of Award

19. This award shall operate throughout the Northern and Canterbury Industrial Districts.

Term of Award

20. This award, in so far as it relates to wages, shall be deemed to have come into force on the commencement of the first pay period after 16th September, 1948, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 24th day of November, 1949.

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 24th day of November, 1948.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award embodies the terms of settlement arrived at by the assessors in Conciliation Council. Wages have been made payable retrospectively, in accordance with the agreement of the parties.

The rates of remuneration prescribed in the award are *not* to be increased by the application of the provisions of the Court's general orders of 9th August, 1940, and 31st March, 1942.

A. TYNDALL, Judge.
