

WELLINGTON INDUSTRIAL DISTRICT RUBBER WORKERS—AWARD

In the Court of Arbitration of New Zealand, Wellington Industrial District—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the Wellington District Rubber Workers Industrial Union of Workers (hereinafter called “the union”) and the under-mentioned firms and companies (hereinafter called “the employers”):

Dunlop (N.Z.) Ltd., Wellington.
 F. Mitchell Ltd., P.O. Box 811, Wellington.
 Rubber Distributors Ltd., Wellington.
 Thorndon Rubber Co., Wellington.
 Batavian Rubber Co., Upper Hutt.

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 130 of the Industrial Conciliation and Arbitration Act 1954, 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 31st day of May 1964 and thereafter as provided by section 152 of the Industrial Conciliation and Arbitration Act 1954.

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 14th day of June 1962.

[L.S.]

A. TYNDALL, Judge.

 SCHEDULE

Industry to Which Award Applies

1. This award shall apply to workers engaged in the manufacture of rubber goods, including the handling of raw materials used in such manufacture, and shall also include sorters, labellers, wrappers, and packers, and any other workers so engaged and not already covered by an award.

Hours of Work

2. The ordinary hours of work shall not exceed eight per day, to be worked on five days of the week, Monday to Friday, both days inclusive, and between the hours of 7 a.m. and 4.45 p.m.

Shift-work

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 in whole or in part outside of the hours set out in clause 2 of this award, on Monday to Friday, both days inclusive.

(b) Shift-workers shall be allowed half-an-hour crib-time in each shift without deduction from pay.

(c) A shift-worker, any part of whose shift falls between midnight and 7 a.m. shall be paid 7s. per shift in addition to the specified weekly wage. Workers employed on afternoon shifts (which commence not earlier than 3 p.m. and finish not later than midnight) shall be paid 6s. 3d. per shift for each shift worked, in addition to the weekly wages specified herein.

(d) No worker under 19 years of age shall be employed on night shifts between the hours of midnight and 7 a.m. unless paid adult rates for the shift so worked.

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

(f) No worker covered by this award 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 usual three starting times and is switched to another shift, then he shall be paid at overtime rates for the first shift of eight hours thereafter.

The provisions of this subclause shall not apply in the case of an employer requiring a worker to switch a weekly shift so long as the worker is advised thereof before the end of the working week.

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, Sundays, and holidays, except as in the case of overtime up to one hour which precedes or follows on ordinary working hours.

(c) A 10 minute rest interval shall be mutually arranged between the employer and the worker in respect of each complete two hour working period: Provided that the worker is required to continue working on after the interval and provided also that continuous processes shall not be held or impeded.

(d) All workers who are required to work overtime shall be given a minimum of eight (8) hours' break before the recommencement of duties; failing such break being granted, all time worked on his following shift shall be deemed to be overtime.

(e) If a worker is required to work for more than four and a half hours continuously, such worker shall be paid the appropriate overtime rate for the extra time worked until a meal period is allowed.

(f) When a day worker having worked his usual daily hours or a shift-worker on day shift is required to work overtime in excess of one hour and has not received notice to this effect on the previous day, he shall be paid 5s. meal allowance.

In the case of a worker who, after notification of requirement to work overtime is not required to so work, and provided that notification not to so work is less than eight hours, he shall be paid an allowance of 5s.

The meal allowance shall not be paid where the employer provides a suitable meal.

Wages

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

	Per Week
	£ s. d.
Group 1—	
Leading calender hand	14 10 7
Group 2—	
Leading extruder hand or operator in charge of tread extrusion with side wall and/or cushion calendering assembly and assistants thereon, if any	} 14 7 1
Leading mill hand on afternoon shifts	
Operator in charge of fabric pre-dripping machine engaged also in mixing dip	
Group 3—	
Extruder hand (operator in charge, and in charge of assistants thereon, if any)	13 19 11
Group 4—	
Operator in charge calender and profiling machine and in charge of assistants thereon, if any	} 13 16 3
Leading press hand	
Operator of truck cover assembling machine	
Tyre moulding (other than cycle tyre) on individual or dual heaters	
Leading mechanical hand (in charge of three or more assistants)	
Spreading table leading hand	
Leading hand in latex dipping	
Operator in charge of fabric pre-dipping machine not engaged in mixing dip	
Group 5—	
Banbury operator and in charge of assistants thereon, if any	} 13 12 9
Operator in charge of fabric bias cutting machine and in charge of assistants thereon, if any	
Worker engaged in and in charge of the shaping or re-rubbering of printing and industrial rollers	
Group 6—	
Mill hands (after six months)	} 13 9 2
Compounder (man who weighs out batches)	
Operator in charge bead insulating machine and assistants thereon, if any	
Operator of car-cover assembling machines	
Curing bag building (other than cycle)	
Tube moulding in individual curing units	
Examiner of car and truck tyres (during manufacture or final examination)	
Repairers of blemishes on new car and truck tyres	
Mill batch control testers	
Man cutting up tyres for technical purposes	
Scrap economy man in tyre factory	
Spreading table operator (in charge of machine and in charge of assistants thereon, if any)	
Operator in charge of open-steam vulcaniser	
Cracker-mill operator	
Operator of buffing and solutioning cured chafer machine "Pocket" and "band" maker (truck)	
General utility worker who may be called upon to relieve other workers coming within Groups 6, 7, and 8	

Group 7—

Curing bag buffing, and repairing, other than cycle cover curing bags	} Per Week £ s. d. 13 3 7
Operator extracting curing bags from car or truck covers after cure	
Operator of tread cutting machine	

Group 8—

Calender assistants	} 13 0 0
Rubber washing machine operator	
Crumb grinding machine operator	
Rubber straining machine operator	
Fabric drying machine operator	
Bead assemblers	
Assistants on bias cutting machine	
"Pocket" or "band" maker (car)	
Component part assembler	
Service man to tyre assembly line	
Car and truck joining and sealing and valve fitting	
Operator in charge vacuum or pressure shaping machine	
Curing bag moulding, other than cycle cover curing bags	
Tube examining, car and truck tubes	
Tube repairing, new car and truck tubes	
Measurement and correction of tyre and tube balance	
Cement mixers	
Latex mixers	
Compounder of dispersions for latex	
Mould cleaners	
Operator of liner winding machines	
Paint sprayers of tyres	
Man assisting on Banbury platform	
Mechanical hands (after twelve months' experience)	
Press hands	
Clickers	
Worker operating latex drier	
Worker operating in latex dipping	
Check weighers	
Workers picking up tubes at end of extruder conveyer	
Workers delivering batches to Banbury lift	
Workers operating tar motherstock mixer	

Group 9—

Mill hands (first six months' employment)	} 12 12 6
All other adult male workers not specified herein	

(b) The following additional rates shall be paid:

- (i) Workers working with carbon black on open mills and compounders weighing carbon black shall be paid 1s. 6d. per hour additional, with a minimum payment of 7s. 6d. per day.
- (ii) Other workers in contact with carbon black or handling dry powders containing colouring matter shall be paid 9d. per hour additional, with a minimum payment of 4s. per day.
- (iii) Unless otherwise specifically provided for, examiners and graders, male or female, on all types of production, other than testing toy balloons, shall be paid 1s. 3d. per day in addition to the respective minimum rates.

- (iv) Workers in charge other than those specifically provided for in the above classification, shall be paid 12s. 6d. per week in addition to ordinary rates.
- (v) Worker engaged in curing latex-dipped products in ovens and in stripping latex-dipped products in water shall be paid 1s. 6d. per day in addition to his ordinary rate.
- (vi) Workers required to use artists' materials in tinting or finishing products or novelties shall be paid 12s. 6d. per week in addition to their usual rates.
- (vii) Workers employed in tyre factories upon buffing and operations involving the use of hot irons, shall be paid 4d. per hour additional with a minimum payment of 1s. 9d. per day.
- (viii) Workers employed in the finishing section of tyre factories upon black paint spraying shall be paid 6d. per hour additional.

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:

	Per Week		
	£	s.	d.
Under 16 years of age	4	6	1
16 to 17 years of age	5	0	4
17 to 18 years of age	5	14	6
18 to 19 years of age	7	3	1
19 to 20 years of age	8	18	6
And thereafter, adult rate			

Females: Wages

7. (a) Females may be employed at not less than the following 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	79/10	90/5	100/11	111/5	123/3	141/3	159/3
17 to 18	90/5	100/11	111/5	123/3	141/3	159/3	..
18 to 19	100/11	111/5	123/3	141/3	159/3	..	..
19 to 20	111/5	123/3	141/3	159/3	..	..	..
20 to 21	123/3	141/3	163/7	..	..	..	..
Over 21	141/10	151/2	163/7	..	..	..	..

And thereafter £8 13s. 4d. per week.

(b) Female workers employed on emery buffing machines, bead wire wrapping machines, bead filling machines, Blackrock or similar trimming machines, and rubber mat power presses shall be paid 3s. 6d. per week in addition to the rates fixed in subclause (a) of this clause.

(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 16s. per week in addition to ordinary rates provided that this provision shall not apply to an operator training a learner.

Proportion of Juniors

8. The proportion of junior workers, male or female, shall be one such junior worker to each three adult workers employed.

Piecework and Premium Bonus Systems

9. Work may be done by piecework or on a premium bonus system. The conditions upon which any piecework or bonus system is operated shall be as mutually agreed upon between the union entitled to represent the workers in the factory concerned and the employer, but in either case the rates shall be such as shall enable a competent worker by applying himself diligently to his work to earn at least 20 per cent more than the minimum rate prescribed in this award for his occupation. At least seven days before the initial introduction of any such system the employer shall give written notice to the secretary of the union, and provision shall be made for a trial period before the system is finally applied.

Where such a system is already in operation, and as the result of changes in or to the methods of manufacture or construction, new rates or conditions are agreed upon between the union and the employer, such new rates or conditions shall be given a trial period of not more than 10 working days, before being finally applied.

Payment of Wages

10. All wages shall be paid not later than Thursday in each week in the employer's time.

Terms of Employment

11. (a) Except for casual female workers, 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, default, or accident.

(b) Forty-eight hours' notice of termination of service shall be given by the employer or employee; but this shall not affect the employer's right to dismiss an employee without notice for misconduct or other good cause.

(c) If any employer dismisses an employee without notice and without good cause, he or she shall pay the said employee two days' full pay. If an employee leaves his employer's service without notice and without good cause, he or she shall forfeit two days' pay. The employer shall be entitled to keep in hand two days' pay.

Holidays

12. (a) All workers shall receive and be paid for the following holidays in each year: New Year's Day, Anniversary Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Christmas Day, Boxing Day, the birthday of the reigning Sovereign, and 2 January.

(b) All work performed on the holidays mentioned in subclause (a) hereof shall be paid for at double rates in addition to the ordinary rate prescribed in clauses 5, 6, and 7.

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

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

Annual Holidays

13. (a) The provisions of the Annual Holidays Act 1944 shall apply to all workers covered by this award.

(b) Notice of the annual holiday closing down time shall be posted in the factory at least one month before the commencement of the closing down period.

General Conditions

14. (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 with hot and cold water laid on. Locker accommodation shall be provided for each worker. Dining-rooms shall be provided to the satisfaction of the Inspector of Factories, with facilities for obtaining boiling water at meal-times.

(c) A pause for smoko morning and afternoon shall be arranged between the employer and the workers, but not so that continuous processes shall be held up or impeded.

(d) All workers shall be provided, when necessary, with materials to carry on the work, such as respirators, goggles, gloves, and waterproof aprons. Workers shall be responsible for the care of such materials which shall be returned to store before a new issue is made or before employees leave the service of the employer.

(e) No boy under 18 years of age shall be required to lift packages over 60 lb in weight or to operate mills or extruders and vulcanisers.

(f) No female shall be required to lift over 30 lb in weight.

(g) After the completion of each shift entailing handling or using carbon black, workers shall be allowed 30 minutes at ordinary time rates for washing and/or bathing. After completion of each shift entailing the handling of dry powders which contain colouring matter, compounders and mixers shall be allowed 15 minutes at ordinary rates for washing and/or bathing.

(h) A suitable first-aid outfit shall be provided and shall be accessible to the charge hand or a competent first-aider on each shift.

(i) Up to two pairs of overalls per year shall be provided to all workers in the industry, except in the case of workers employed on carbon black, tyre moulding, tyre building and airbag section who shall be provided with three pairs of overalls each year. Workers shall be responsible for the care of overalls and shall return used overalls to the store before a new issue is made. All overalls shall be returned to store before employees leave the service of the employer.

(j) Workers required to work in places where it is wet under-foot shall be provided with waterproof boots.

Car and giant line tyre moulders shall be provided with one pair of suitable boots each year, and such boots shall be worn whilst moulding. All such boots shall be returned to store before a new issue is made.

(k) Workers required to work in wet processes shall be supplied with waterproof aprons.

(l) Workers required to start work before or after the cessation of public wheeled transport, other than private hire transport, shall be provided with transport by the employer, or as an alternative, the employer shall arrange with the union to make payment to such workers to provide their own transport.

(m) Workers coming within the scope of paragraph (i) of subclause (b) of clause 5 shall be allowed 10 minutes each day at ordinary rates for changing time before their ordinary time for commencing work.

Disputes

15. The essence of this award being that the work of the employer shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the

parties bound by this award, or any of them, as to any matter whatsoever arising out of the award (not being a question affecting rates of pay or hours of work), or if any dispute or difference shall arise between the parties, or any of them, in connection with any matter relevant to but not dealt within the award, every such dispute or difference shall be referred to a committee to be composed of two representatives of each side, together with an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by a Conciliation Commissioner. Either side shall have the right to appeal to the Court against a decision of any such committee upon giving to the other side written notice of such appeal within 14 days after such decision has been made known to the party desirous of appealing.

Unqualified Preference

16. (a) Any adult person engaged or employed in any position or employment subject to this award by any employer bound by this award shall, if he is not already a member of a union of workers bound by this award, 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 award so long as he continues in any position or employment subject to this award.

(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 award.

(d) Every employer bound by this award commits a breach of this award if he continues to employ any worker to whom subclauses (a) and (b) 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 purposes of this clause "adult person" means a person of the age of 18 years or 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 award.

(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

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 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.

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 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 district to which this award relates.

Scope of Award

19. This award shall operate throughout the Wellington Industrial District.

Term of Award

20. This award, in so far as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the first day of the first pay period in each establishment commencing on or after the 4th day of June 1962, and so far as all other provisions of the award are concerned, it shall come into force on the day of the date hereof; and this award shall continue in force until the 31st day of May 1964.

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 14th day of June 1962.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award, which incorporates the terms of settlement arrived at by the parties, includes a clause designed to operate as an unqualified preference provision within the meaning of section 174 of the Industrial Conciliation and Arbitration Act 1954 (as amended by the Industrial Conciliation and Arbitration Amendment Act 1961). Section 174B directs that the Court in making any award shall insert therein an unqualified preference provision only if it is satisfied under the first alternative that such a provision has been agreed upon by all the assessors in the course of an inquiry into an industrial dispute by a Council of Conciliation. For the purposes of section 174B the Court is satisfied to accept the complete settlement arrived at by the parties and executed by or on behalf of all the assessors as proof that the unqualified preference provision has been agreed to by all the assessors, and clause 16 has therefore been incorporated in the award in the form in which it was agreed upon in the Council of Conciliation.

A. TYNDALL, Judge.