

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 1954; 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 under-mentioned firms and companies (hereinafter called “the employers”):

- Atlas Rubber Co. Ltd., Cumnor Terrace, Woolston, Christchurch.
- Dunlop Rubber Co. Ltd., Lane Street, Woolston, Christchurch.
- Empire Rubber Mills Ltd., Bowden Road, Panmure, Auckland.
- Empire Rubber Mills Ltd., Cumnor Terrace, Woolston, Christchurch.
- Firestone Tire and Rubber Co. Ltd., Langdons Road, Papanui, Christchurch.
- Guild Rubber Co. Ltd., Vagues Road, Papanui, Christchurch.
- Marathon Rubber Footwear Ltd., Cumnor Terrace, Woolston, Christchurch.
- Reid (N.Z.) Rubber Mills Ltd., 666 Great South Road, Ellerslie, Auckland.
- Rubbercraft Ltd., 196 Montreal Street, Christchurch.
- Rubber Mouldings, Walker Street, Christchurch.
- Skellerup Clothing and Rubber Ltd., 154 High Street, Christchurch.
- Skellerup Foam Latex Ltd., Marshall Street, Woolston, Christchurch.

THE COURT of Arbitration of New Zealand (hereinafter called “the Court”), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, 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 19th day of December 1965 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 19th day of June 1964.

[L.S.]

K. G. ARCHER, Judge.

SCHEDULE

Industry to Which Award Applies

1. The industry to which this award applies is in the manufacture of rubber products and synthetic substitutes therefor, including handling raw and processed materials used in such manufacture, but excluding the assembly and manufacture of rubber footwear and rubber-soled footwear, including gumboots. This award shall not apply to technical or laboratory assistants.

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.

(b) Notwithstanding the provisions of subclause (a) of this clause, the management may, by agreement with the union, allow not less than half an hour for each meal, and continue work for not more than five hours without a meal interval, other than smoko periods prescribed in subclause (g) of clause 13.

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. Subject to subclause (b) of clause 2 crib time may be staggered so that continuous processes are not held up or impeded.

(c) A shift worker any part of whose shift falls between midnight and 7 a.m. shall be paid 8s. 3d. per shift in addition to the specified weekly wage. Workers on afternoon shift (4 p.m. to midnight) shall be paid 4s. per shift in addition to the weekly wages specified herein.

(d) No worker under 18 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 on 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 5s. 3d. meal-money or a suitable meal provided. If such a worker is notified that he is to work and overtime is not worked such worker shall be paid an allowance of 5s. 3d.

(d) Any worker brought in before his normal starting time shall be paid the appropriate overtime rate based on the rate prescribed for the work he was called in to perform for the period up to his normal starting time: Provided that he accepts alternative work if required.

(e) When a worker is called upon to perform any work on a Sunday or statutory holiday a minimum of four hours' work shall be made available to him, provided that such work does not immediately precede or follow his ordinary work.

Wages

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

Group 1 – £14 11s. 8d. per week:

Extruder hand (rubber or plastic) – operator in charge and in charge of assistants thereon, if any.

Operator in charge rubber or plastic calendering or profiling machine and in charge of assistants thereon, if any.

Operator of truck-cover assembling machine.

Tire-moulding (other than cycle-tire) on individual or dual heaters.

Group 2 – £14 1s. 8d. per week:

Banbury operator and in charge of assistants, thereon, if any.

Battery box press hands – after one year.

Cement mixer (man who weighs out batches).

Compounder of dispersions for latex.

Compounder (man who weighs out batches).

Curing-bag building, other than cycle.

Cycle-tire press hands – after one year.

Examiner of car and truck tires (during manufacture or final examination).

Flex-grip workers – after six months.

Full time inspection of production.

Man regularly employed on truck-tire buffing.

Mechanical hands – after one year:

Lathe hands.

Roller and/or drum builders.

Mill hands (adult) – after six months.

Operator in charge of bead-insulating machine.

Operator of car-cover-assembling machine.

Operator in charge of fabric-bias-cutting machine and in charge of assistants, thereon, if any.

Operator in charge of fabric-predipping machine, in charge of an assistant (if any).

Operator in charge of open steam vulcaniser and of assistants thereon.

Operator of tread-cutting machine – after six months.

Operator of truck-tire washing and trimming machine.

Operator of white-side-wall buffing machine.

Press hands – after one year.

Repairer of blemishes on new car and truck tires.

Side-wall machine operator.

Spreading-table operators (in charge of machine and in charge of assistants thereon, if any).

Tube-moulding in individual curing units (excluding cycle tubes).

Group 3 – £13 11s. 8d. per week:

- Any worker engaged in salvaging or the recording and weighing of salvage.
- Assistant extruder operators (rubber or plastic).
- Assistant on spreading-table.
- Assistants on bias-cutting machine.
- Automotive tire liner reroll and repair hands.
- Battery-box press hands – after six months.
- Bead-assemblers.
- Braiding-machine operator.
- Calender assistant.
- Car and truck tube joining and sealing and valve fitting.
- Cement-mixers (man operating cement mixing machine).
- Clickers.
- Component-part assembler.
- Crumb-grinding-machine operator.
- Curing-bag buffing and repairing, other than cycle-cover curing bags.
- Curing-bag moulding other than cycle-cover-curing bags.
- Cycle-tire examiners.
- Cycle-tire press hands – after six months.
- Fabric-drying-machine operator.
- Flap preparation.
- Hose workers – after six months' experience as such.
- Inflation hands.
- Latex-mixers.
- Male operator in latex dipping.
- Man in charge of dispatch-room and in charge of assistants therein, if any.
- Man operating debearer.
- Man operating disintegrator.
- Man operating drier.
- Man operating rubber bale splitting machine.
- Measurement and correction of tire and tube balance.
- Mechanical hands – after six months:
 - Lathe hands.
 - Roller and/or drum builders.
- Monoband-operator.
- Mould-cleaners.
- Moulder and frother in latex.
- Operator extracting curing-bags from car or truck covers after cure.
- Operator in charge vacuum or pressure shaping machine.
- Operator of mechanical handling equipment.
- Operator of tread-cutting machine – first six months.
- “Pocket” or “band” maker.
- Press hands – after six months.
- Rubber-straining-machine operator.
- Rubber-washing-machine operator.
- Serviceman to tire-assembly line.
- Tube-examining – car and truck tubes.
- Tube-repairing – new car and truck tubes.

Group 4 – £13 3s. 4d. per week:

- Battery-box press hands – first six months.
- Cycle-tire press hands – first six months.
- Extruder general hands (rubber or plastic).

Mechanical hand – first six months:

Lathe hands.

Roller and/or drum builders.

Mill hands (adults) – (rubber or plastic) – first six months.

Press hands – first six months.

All other adult male workers.

(b) Men appointed in writing 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, or to an operator in charge of a machine and assistants thereon when such is specifically covered in the above classification. Any such appointment shall remain in force until rescinded in writing.

(c) (i) Leading hands shall be paid £1 per week in addition to ordinary rates.

(ii) Calender operators as described in group 1 who are not leading hands but who are employed in calendering fabrics, shall be paid 7s. 9d. per week in addition to ordinary rates.

(d) When working with carbon black and/or pulverised coal, banbury operators, mixers on open-mills, and compounders weighing carbon black and/or pulverised coal, shall be paid 1s. 3d. per hour additional with a minimum payment of 7s. 6d. per day.

(e) Other workers in contact with carbon black or handling dry powders containing colouring-matter shall be paid 7½d. per hour additional, with a minimum payment of 3s. 9d. per day.

(f) Unless otherwise specifically provided for, examiners and graders, male or female, on all types of production shall be paid 1s. 10d. per day in addition to the respective minimum rates.

(g) Thermal reclaim workers and disintegrator operators in alkali reclaim shall be paid 4d. per hour additional.

(h) When knee or thigh length gumboots are required to be worn pursuant to subclause (c) of clause 13, the workers concerned shall be paid an allowance of 2½d. per hour.

Boys and Youths: Wages

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

	Per Week		
	£	s.	d.
Under 17 years of age	5	7	6
17 to 18 years of age	6	3	3
18 to 19 years of age	7	13	6
19 to 20 years of age	9	10	0

And thereafter adult rates.

Females: Wages

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

	Per Week		
	£	s.	d.
Under 17 years of age	5	7	6
17 to 18 years of age	6	2	6
18 to 19 years of age	7	0	0
19 to 20 years of age	7	17	6

Thereafter for the first six months £9 5s. per week and thereafter £9 10s. per week.

(b) Female workers operating power-driven machines shall be paid 3s. per week extra.

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

(d) 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 £1 per week in addition to ordinary rates: Provided that this provision shall not apply to an operator training a learner.

(e) Workers required to use artists' materials in tinting or finishing products or novelties shall be paid 11s. 9d. per week in addition to the above rates.

Incentive Payments

8. The following shall apply in the Northern Industrial District: Where a bonus or piecework scheme is in operation or is proposed to be put into operation, the conditions of such scheme shall be as mutually agreed upon between the union representatives of the workers in the factory concerned, and the employer, but in either case at such rates as shall enable a competent worker, by applying himself diligently to his work, to earn at least 20 per cent more than the respective award rate.

Payment of Wages

9. (a) All wages shall be paid within 23 ordinary working hours of the commencement of the next working week, provided that if Monday is a holiday wages may be paid a day later that 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: Provided that during the first month's employment, one hour's notice shall suffice. Where the employment is terminated without the requisite notice, one hour's or one week's wages shall be paid or forfeited as the case may require.

(c) Any proposed change of operation from female to male, or male to female, shall be subject to negotiations before becoming effective.

(d) All training periods in the industry prescribed by this award shall be served only once notwithstanding that they may be served in different factories.

Holidays

11. (a) All workers shall receive the following holidays in each year: New Year's Day, 2 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 afternoons 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.

(e) Subject to section 28 of the Factories Act, the employer shall pay one tenth of a day's ordinary wages to each worker in respect of each ordinary day worked by him for that employer during the fortnight ending on the day of any holiday observed in accordance with subclause (a) of this clause.

Annual Holidays

12. (a) Annual holidays shall be allowed in accordance with the provisions of the Annual Holidays Act 1944, except that upon completion of 10 years' service with the same employer a worker shall be granted in respect of the tenth and each further year of service with that employer an annual holiday of three weeks instead of two weeks. Such extra week may be allowed either in conjunction with, or separately from, the first two weeks as the employer may decide and as far as practicable to meet the wishes of the worker.

(b) Where it is customary for any employer to allow holidays to his workers or to any class of his workers during a period in each year when his premises are closed or the work of those workers is for any reason discontinued and at the date of the commencement of any such period any such worker has not become entitled to any annual holiday, then that worker shall not be entitled to any wages for two weeks following that date, but the employer shall before that date pay to him, in addition to all other amounts due to him at that date, an amount equal to one twenty-fifth of his ordinary pay for the period of his employment up to that date, and for the purposes of the Annual Holidays Act the next period of his employment shall be deemed to commence on that date.

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 mealtimes.

(c) All workers shall be provided, when necessary, with materials to carry on the work, such as respirators, goggles, gloves, waterproof aprons, and gum-boots. A worker shall be provided with appropriate safety equipment for the job on which he is employed and instructed in the proper use of such equipment. Refusal to make proper use of such equipment shall constitute serious misconduct and render the worker liable to dismissal under subclause (b) of clause 10 of this award.

(d) No female shall be required to lift packages over 30 lb in weight. No male under 18 years of age shall be required to lift packages over 60 lb in weight or to operate any mill, vulcaniser, extruder, cycle-tire press, or moulding-press. No worker shall be required to pull single-handed any truck or skid requiring a draw-bar pull in excess of 65 lb.

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

(f) After the completion of each shift entailing handling or using carbon black, workers shall be allowed 30 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 15 minutes at ordinary rates for washing and bathing.

(g) A smoko not to exceed 10 minutes shall be allowed to all workers in the first and second halves of each day or each shift, and each four-hour period of overtime, but not so that continuous processes shall be held up or impeded.

(h) Wash-tubs and a drying-room for washing and drying overalls shall be provided for the use of workers entitled to washing time. The facilities shall also be available for workers whose clothing gets wet during working processes.

(i) 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.

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

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

(l) 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.

(m) Where applicable, the health and welfare provisions of the Factories Act 1946 shall be deemed to be incorporated in this award.

The lighting of factories shall be in accordance with the New Zealand Standard Code of Illumination Values, N.Z.S.S., 170.

(n) No employer shall authorise the working of, and no workers shall be permitted to work, more than 12 hours (including meal and crib breaks or smoko breaks) in any one day or shift, except that each worker may be employed up to 16 hours on one day in each week.

(o) When any agreement is made in any factory to cover any matter not specifically provided for in this award, such agreement shall be in writing and signed by the branch president and secretary of the union and by a representative of management. Any agreement so made shall become effective on the date of signing by the parties, shall be binding upon the union and upon the signatory employer only, and shall remain in effect while the award remains in force unless terminated or amended by mutual agreement, or superseded by another agreement on the same subject.

(p) Workers required to wear respirators shall be paid 4½d. per hour while wearing same.

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. The essence of this award being that the work of the employers shall not on any account 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 or connected herewith and not dealt with in this award shall be settled between up to four representatives of the employers or employer concerned and up to four representatives of the union, and in default of any agreement being arrived at, then such dispute shall be referred to an independent chairman mutually agreed upon or, failing that 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 chairman or Conciliation Commissioner may appeal to the Court within 14 days after such decision shall have been communicated to the party desiring to appeal.

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 purpose 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 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.

Right of Entry

18. The secretary or other authorised representative of the union of workers shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times during working hours upon the premises or works and there interview any workers or collect any moneys due but not so as to interfere unreasonably with the employer's business.

Application of Award

19. 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 districts to which this award relates.

Scope of Award

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

Term of Award

21. 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 working week in each establishment commencing on or after the 20th day of April 1964, 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 19th day of December 1965.

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 19th day of June 1964.

[L.S.]

K. G. ARCHER, Judge.

MEMORANDUM

The only matter referred to and settled by the Court related to annual holidays (clause 12 (a)). In other respects the award incorporates the terms of the memorandum of partial settlement arrived at by the parties in the course of an inquiry held before a Council of Conciliation.

Upon being satisfied by supporting documentary evidence that an unqualified preference provision has been agreed to by all the assessors in accordance with section 174B of the Industrial Conciliation and Arbitration Act 1954 (as enacted by the Industrial Conciliation and Arbitration Amendment Act 1961), the Court has inserted clause 16 in the award in the form in which it was agreed upon in the Council of Conciliation.

K. G. ARCHER, Judge.
