

MARATHON RUBBER FOOTWEAR, LTD., **RUBBER-FOOTWEAR**
OPERATIVES.—INDUSTRIAL AGREEMENT

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the industrial agreement made on the 18th day of February, 1944, between the New Zealand Federated Footwear Trade Industrial Association of Workers, of the one part, and the Marathon Rubber Footwear, Limited, of the other part.

WHEREAS by the Economic Stabilization Emergency Regulations 1942 it is provided that while the said regulations continue in force no industrial agreement shall be accepted by a Clerk of Awards for filing under section 28 of the Industrial Conciliation and Arbitration Act, 1925, unless the agreement has been approved by the Court for the purposes of the said regulations: And whereas application has been made for the approval of the industrial agreement, made on the 18th day of February, 1944, between the New Zealand Federated Footwear Trade Industrial Association of Workers, of the one part, and the Marathon Rubber Footwear, Limited, of the other part: Now, therefore, the Court, having had regard to and having taken into consideration the matters and things as required by the said regulations, doth hereby approve the said industrial agreement for the purposes of the said regulations: Provided, however, that if terms for the working of shifts are arranged between the employer and the union pursuant to clause 11 of the agreement, the said terms shall be submitted to the Court for approval before they are acted upon.

Dated this 15th day of March, 1944.

[L.S.]

A. TYNDALL, Judge.

MARATHON RUBBER FOOTWEAR, LTD., RUBBER-FOOTWEAR
OPERATIVES.—INDUSTRIAL AGREEMENT

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 18th day of February, 1944, between the New Zealand Federated Footwear Trade Industrial Association of Workers and the Christchurch Operative Bootmakers' Society Industrial Union of Workers (hereinafter referred to as "the union"), of the one part, and Marathon Rubber Footwear, Ltd. (hereinafter referred to as "the employers"), of the other part, whereby it is mutually agreed by and between the said parties hereto as follows:—

That, as between the parties hereto, the terms, conditions, and provisions herein contained shall be binding on the said parties, and the said terms, conditions, and provisions shall be deemed to form part of this agreement; and, further, the said parties shall respectively do, observe, and perform every matter and thing by this agreement 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 agreement.

SCHEDULE

Industry to which Agreement applies

1. This agreement shall apply to the assembly and manufacture of rubber-soled footwear, including gum boots.

Hours of Work

2. The ordinary hours of work shall not exceed forty per week nor eight per day, to be worked on the five days of the week, Monday to Friday, both days inclusive, between the hours of 7 a.m. and 5 p.m. for male workers, and between 8 a.m. and 5 p.m. for female workers.

Overtime

3. All time worked outside or in excess of the daily hours prescribed in clause 2 hereof shall be overtime and shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

Holidays

4. (a) The following holidays shall be allowed without deduction from wages: A whole holiday on every Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Sovereign's Birthday, and Show Day or a day in lieu thereof.

(b) 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.

(c) Time worked on any of the above-named holidays or on Sundays shall be paid for at twice the ordinary rate.

Annual Holiday

5. (a) A worker who completes twelve months' service on the 31st December of any year shall be allowed one week's—*i.e.*, five working-days'—holiday on full pay, and a worker who completes three months' but less than twelve months' service on the 31st December in any year shall be allowed a proportionate holiday in accordance with his length of service.

(b) The holidays referred to in subclause (a) of this clause shall, as far as practicable, be allowed in conjunction with the Christmas and New Year holidays: Provided that a worker who is not allowed a holiday in conjunction with the Christmas and New Year holidays shall be allowed such holiday before the end of March.

(c) A worker who has completed three months' service leaving or being dismissed from the service of an employer shall be granted pay in lieu of the holidays mentioned in the preceding subclause in proportion to his length of service; but this subclause shall not apply in the case of any worker dismissed for serious misconduct.

Terms of Employment

6. (a) Twenty-four hours' notice of the termination of the services of the worker shall be given by the employer to the worker or by the worker to the employer.

(b) No deduction shall be made from the wages of any worker for whom a weekly wage is provided herein except for time lost through the illness or default of the worker or through accident not arising out of or in the course of the employment.

(c) Wages shall be paid on or before Thursday in each week and within working-hours.

Wages

7. (a) Adult male workers shall be paid not less than the following rates of wages:—

	Per Week.
	£ s. d.
(i) Shoe section	5 2 6
(ii) Gum boot section—	
Cutting department—	
Beam-press cutter	5 5 0
Mallet and die cutter	5 7 6
Hand cutter	5 7 6
Hand outsole cutter	5 14 6
Machine outsole cutter	5 5 0
Solemaker	5 5 0
Making Department—	
Laster	5 9 6
Vampers	5 9 6
Foxing placer	5 5 0
Outsole placer	5 9 6
Outsole roller	5 5 0
Vacuum-pump operator	5 9 6
All other adult male workers in making department	5 2 6

(b) 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 ..	20/-	26/-	32/-	38/-	44/-	50/-	56/-	62/-	68/-	75/-
16 to 17..	26/-	32/-	38/-	44/-	50/-	56/-	62/-	68/-	75/-	..
17 to 18..	32/-	38/-	44/-	50/-	56/-	62/-	68/-	75/-	..	..
18 to 19..	38/-	44/-	50/-	56/-	66/-	75/-	..	..	..	..
19 to 20..	45/-	52/-	62/-	75/-	..	..	..	..	..	..
20 to 21..	62/-	75/-	..	..	..	..	..	..	..	..

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

(c) 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 ..	20/-	25/-	30/-	35/-	40/-	47/6	57/6
17 to 18 ..	25/-	30/-	35/-	40/-	47/6	57/6	..
18 to 19 ..	30/-	35/-	40/-	47/6	57/6	..	..
19 to 20 ..	35/-	40/-	47/6	57/6	..	..	..
20 to 21 ..	40/-	47/6	57/6	..	..	..	..
Over 21 ..	45/-	50/-	57/6	..	..	..	..

And thereafter £2 17s. 6d. per week.

Proportion

8. The proportion of boys and/or youths to adult males shall not exceed one to one.

General Provisions

9. (a) Workers required to work overtime without twenty-four hours' previous notice shall be allowed meal-money at the rate of 1s. 9d. per meal.

(b) In each factory suitable provision shall be made for workers to hang their clothes.

(c) Adequate dining accommodation shall be provided.

(d) Notice-boards shall be provided in a prominent position in each factory for the display of union notices.

(e) In each factory there shall be provided a suitably furnished place for the use of female workers.

General Orders

10. The two general orders made under the Rates of Wages Emergency Regulations 1940, and dated 9th August, 1940, and 31st March, 1942, respectively, shall be deemed to be incorporated in this agreement and shall have effect according to their tenor.

Shift-work

11. Shift-work may be worked if required on terms to be arranged between the employer and the union.

Bonus Payments

12. Bonus payments to workers shall be permitted in terms to be arranged between the employer and the union.

Foremen and Forewomen

13. 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 operation of this agreement.

Disputes Committee

14. Any dispute in connection with any matter not provided for in this agreement 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.

Right of Entry

15. The secretary or other authorized 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.

Membership of Union

16. (a) Subject to the provisions of section 18 (5) of the Industrial Conciliation and Arbitration Amendment Act, 1936, it shall not be lawful for any employer bound by this agreement to employ or to continue to employ in any position or employment subject to this agreement any adult person who is not for the time being a member of an industrial union of workers bound by this agreement.

(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 agreement for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(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 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, 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.

Scope of Agreement

18. This agreement shall apply only to the parties named herein.

Term of Agreement

19. This agreement shall come into force on the 2nd day of March, 1944, and shall continue in force until the 2nd day of March, 1945.

Signed on behalf of the New Zealand Federated Footwear Trade Industrial Association of Workers—

[L.S.]

W. E. McDONNELL.

Signed on behalf of the Christchurch Operative Bootmakers' Society Industrial Union of Workers—

[L.S.]

F. M. ROBSON.

Signed on behalf of Marathon Rubber Footwear, Ltd.—

L. A. BREMNER.

G. J. INGLIS.

Witness to signatures—H. F. Butland.

Dated at Christchurch, this 18th day of February, 1944.