

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 26th day of November, 1946, between the New Zealand Federated Footwear Trade Industrial Association of Workers and the Christchurch Operative Bootmakers' Society Industrial Union of Workers and Marathon Rubber Footwear, Ltd.

WHEREAS by the Economic Stabilization Emergency Regulations 1942 it is provided that no industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, shall come into force until it is filed under section 28 of the said Act: And whereas it is provided, further, that no such industrial agreement shall be accepted by a Clerk of Awards for filing as aforesaid unless it has been approved by the Court for the purposes of the said regulations: And whereas application has been made for approval of the industrial agreement made on the 26th day of November, 1946, between the New Zealand Federated Footwear Trade Industrial Association of Workers and the Christchurch Operative Bootmakers' Society Industrial Union of Workers, of the one part, and Marathon Rubber Footwear, Ltd., 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.

Dated this 19th day of December, 1946.

[L.S.]

A. TYNDALL, Judge.

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

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, this 26th day of November, 1946, 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.

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SCHEDULE

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

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.

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.

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.

5. An annual holiday shall be allowed in accordance with the provisions of the Annual Holidays Act, 1944.

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, but this shall not prevent summary dismissal for misconduct.

(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) Canvas shoe section—			
Machine outsole cutter ..	6	2	6
Laster .. .. .	6	7	0
Other adult male workers ..	5	17	6
(ii) Gum boot section—			
Cutting department—			
Beam-press cutter ..	6	2	6
Mallet or die cutter ..	6	2	6
Hand cutter ..	6	5	0
Hand outsole cutter ..	6	12	0
Machine outsole cutter ..	6	2	6
Making department—			
Laster .. .. .	6	7	0
Vampers .. .. .	6	7	0
Foxing placer ..	6	2	6
Outsole placer ..	6	7	0
Outsole roller ..	6	2	6
Examiner ..	6	7	0
Other adult male workers ..	5	17	6
(iii) Vulcanizers .. .. .	6	5	0

(b) *Boys and Youths.*—The minimum weekly rates of wages for boys and youths shall be:—

Age commencing at Trade.	First Year.		Second Year.		Third Year.		Fourth Year.		Fifth Year.	
	First Six Months.	Second Six Months.	First Six Months.	Second Six Months.	First Six Months.	Second Six Months.	First Six Months.	Second Six Months.	First Six Months.	Second Six Months.
Under 16 ..	27/-	34/-	41/-	48/-	55/-	62/-	69/-	76/-	83/-	90/-
16 to 17 ..	32/-	37/-	42/-	49/-	56/-	63/-	70/-	80/-	83/-	90/-
17 to 18 ..	37/-	44/-	51/-	58/-	65/-	75/-	80/-	90/-	..	..
18 to 19 ..	45/-	52/-	60/-	75/-	80/-	90/-	..	..	..	..
19 to 20 ..	60/-	70/-	80/-	90/-	..	..	..	..	..	..
20 to 21 ..	70/-	90/-	..	..	..	..	..	..	..	..

Thereafter the minimum rate of wages prescribed in subclause (a).

(c) *Females:*—

Age commencing at Trade.	First Six Months.	Second Six Months.	Third Six Months.	Fourth Six Months.	Fifth Six Months.	Sixth Six Months.	Seventh Six Months.
Under 16 ..	24/6	29/-	34/-	39/-	45/-	52/6	62/6
16 to 17 ..	29/6	33/6	37/6	43/6	49/-	52/6	62/6
17 to 18 ..	32/6	36/6	40/6	45/-	52/6	62/6	..
18 to 19 ..	38/6	42/6	46/6	52/6	62/6	..	..
19 to 20 ..	43/6	47/6	57/6	62/6	..	..	..
20 to 21 ..	57/6	62/6	..	..	..	..	..
Over 21 ..	62/6	..	..	..	..	..	..

Thereafter £3 10s. per week.

(d) Notwithstanding anything contained herein the wages of any worker at present receiving more than the rates prescribed herein shall be maintained at not less than the present rates during the currency of this agreement.

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

9. (a) Workers required to work overtime without twenty-four hours' previous notice shall be allowed meal-money at the rate of 2s. per meal. The provisions of clause 10 hereof shall not apply to the rate prescribed herein.

(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.

(f) The present practice relating to rest periods shall continue during the currency of this agreement.

(g) Females shall not be employed on chain operations in the gum boot section. Females shall not be employed on the following operations in the canvas shoe section: lasting, clicking, cutting of canvas uppers, trimming, sole pressing, Wellman knife sole cutting, last sorting, and carrying.

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.

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

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

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.

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.

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.

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.)

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.

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

19. This agreement shall come into force on the 26th day of November, 1946, and shall continue in force until the 30th day of November, 1947.

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

W. E. McDONNELL, Secretary.

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

G. ROBINSON.

Signed on behalf of Marathon Rubber Footwear, Ltd.—

L. A. BREMNER.

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