

WELLINGTON INDUSTRIAL DISTRICT MATCH MANUFACTURING EMPLOYEES
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 Match Manufacturing Employees Industrial Union of Workers (hereinafter called “the union”) and the under-mentioned company (hereinafter called “the employers”):

Bryant and May, Bell and Co. Ltd., Tory Street, Wellington.

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 on the 2nd day of April 1962 and shall continue in force until the 31st day of March 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 26th day of March 1962.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Interpretation

1. This award shall apply to all workers employed in the manufacture of matches, including those workers who are not, at the time of the making of this award, already covered by the provisions of another award.

Hours of Work

2. (a) Forty hours shall constitute a week's work, and eight hours shall constitute a day's work, to be worked on five days of the week, Monday to Friday inclusive, between the hours of 7 a.m. and 5 p.m.

(b) Providing the hours are continuous, except for one meal interval, the starting and finishing times of any male adult workers required for preparatory work before the commencement of the day's operation may be varied to suit the exigencies of the industry, provided such male workers are paid 5s. per day extra if required to commence work prior to 7 a.m.; and provided, further, that overtime is paid after eight hours have been worked.

Wages

3. (a) The minimum rates of wages shall be as follows:

	Males Per Week			Females Per Week		
	£	s.	d.	£	s.	d.
Adult workers	12	13	4	8	9	8
Juniors—						
Under 17 years of age	5	0	0	4	0	10
17 years of age	6	5	0	5	5	10
18 years of age	7	10	0	6	6	8
19 years of age	8	11	8	7	1	8
20 years of age	9	5	0	7	11	8

Male workers over 21 years of age and with no previous experience in the industry shall be paid not less than £12 6s. 3d. per week for the first six months and thereafter £12 13s. 4d. per week.

Female workers over 21 years of age and with no previous experience in the industry shall be paid not less than £8 2s. 7d. per week for the first six months and thereafter £8 9s. 8d. per week.

(b) Female workers who are employed for more than a week, but whose ordinary hours of work are by agreement less than 38 per week, shall be paid the *pro rata* rate calculated on the ordinary weekly wage.

(c) Workers in receipt of a higher wage than that set out herein shall not have their wages reduced by reason of any of the provisions of this award.

Overtime

4. (a) All time worked on any day in excess of the hours prescribed in clause 2 hereof shall count as overtime and shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

(b) For the purpose of computing overtime, work done up to and including half an hour shall be deemed half an hour, and work for any period exceeding half an hour and up to one hour shall count as one hour.

(c) When workers are called upon to work overtime beyond one hour after the usual time for ceasing work they shall be allowed 5s. meal money: Provided always that the worker works the full number of hours stipulated by the employer.

Employment

5. The employment shall be deemed to be a weekly employment. Employers may be at liberty to deduct from the weekly wage of workers for time lost through the worker's sickness or default or for absence from work through no fault of the employer, or as provided in subclause (d) of clause 8.

Rest Periods

6. An interval of not more than 10 minutes without deduction of pay shall be allowed in the morning and afternoon working periods.

Termination of Employment

7. Twenty-four hours' notice of the termination of the employment shall be given by either side, except in the case of casual workers. Workers on being dismissed shall be paid immediately.

Nothing in this award shall prevent an employer from summarily dismissing any worker for wilful misconduct.

Holidays

8. (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, Anniversary Day, and the birthday of the reigning Sovereign.

(b) Time worked on any of the above holidays and Sundays shall be paid for at double rates for all time worked, in addition to the ordinary weekly wage.

(c) Payment of wages for the said holidays shall be made to all persons who have been employed in the factory at any time during the fortnight ending on the day on which the holiday occurs.

(d) Annual holidays shall be allowed in accordance with the Annual Holidays Act 1944 and its amendments. 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 an 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, including amounts to which he is entitled in respect of any special holidays, an amount equal to one-twentyfifth 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 year of his employment shall be deemed to commence on that date.

Disputes

9. 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 or connected therewith and not dealt with in this award, every such dispute or difference shall be referred to a committee for settlement, such committee to be composed of two representatives from each side. In the event of agreement not being reached the matter shall be referred to the Court of Arbitration for settlement.

Unqualified Preference

10. (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 but does not include a person who holds a current certificate of exemption from union membership issued under the Industrial Conciliation and Arbitration Act 1954.

Under-rate Workers

11. (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.

Right of Entry

12. The secretary of the union shall be entitled to enter at all reasonable times upon the premises of any employer bound by this award for the purpose of interviewing any worker (with the consent of the employer, such consent not to be unreasonably withheld), but not so as to interfere unreasonably with the employer's business.

Application of Award

13. 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

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

Term of Award

15. This award shall come into force on the 2nd day of April 1962, and shall continue in force until the 31st day of March 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 26th day of March 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 Amendment 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 10 has therefore been incorporated in the award in the form in which it was agreed upon in the Council of Conciliation.

A. TYNDALL, Judge.