

**BRYANT AND MAY (N.Z.) LIMITED MATCH MANUFACTURING
EMPLOYEES – INDUSTRIAL AGREEMENT**

This industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1954, dated the 11th day of December, 1972, between the Wellington Match Manufacturing Employees Industrial Union of Workers (hereinafter referred to as "the union") of the one part and Bryant and May (N.Z.) Limited (hereinafter referred to as "the employer") of the other part, whereby it is mutually agreed by and between the said parties hereto as follows, that is to say:

1. That the terms, conditions, stipulations and provisions contained and set out in the Schedule hereto shall be binding upon the said parties and they shall be deemed to be and are hereby incorporated in and declared to form part of this agreement.

2. The said parties shall respectively do, observe and perform every matter and things by this agreement and by the said terms, conditions, stipulations and provisions respectively required to be done, observed and performed, and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations and provisions, but shall in all respects abide by and perform the same.

SCHEDULE

INDUSTRY TO WHICH AGREEMENT APPLIES

1. (a) This agreement shall apply to all workers employed by Bryant and May (N.Z.) Limited in the manufacture of matches, including those workers who are not, at the time of the making of this agreement, already covered by the provisions of another award.

(b) Nothing in this agreement shall apply to executive officers or foremen and forewomen.

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 of not less than 30 minutes, the starting and finishing time 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 75 cents 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 \$
Adult Workers . . .	50.00	36.00
After 3 months' service . . .	51.20	37.20
Trained Operators . . .	57.60	40.40
Juniors –		
Under 18 years of age . . .	30.40	26.40
18 years of age . . .	34.40	30.40
19 years of age . . .	37.40	33.20
20 years of age . . .	41.60	34.40

(b) After one year's continuous service with the same employer an adult worker shall be paid 4 cents per hour in excess of the foregoing rates.

(c) Females 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 calculated on the ordinary weekly rate.

(d) 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 the agreement.

OVERTIME

4. (a) All time worked on any day in excess of the hours prescribed in clause 2 of this agreement 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 65 cents 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. The employer 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 of this agreement.

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.

SICK PAY

7. (a) After 12 months' continuous service with the same employer a worker shall be entitled in each subsequent year of service to sick pay for up to 10 days calculated at the rate of his ordinary pay. Sick pay is not cumulative.

(b) Sick pay shall not be paid in respect of any statutory or award holiday for which the worker is entitled to full pay.

(c) Sick pay for a day shall be calculated according to the number of working days for which the worker's ordinary weekly pay is paid.

(d) Absence of one day only shall not be paid.

(e) A claim for sick pay shall be supported by a medical certificate.

(f) The worker shall ensure notice is given to the employer on the first day of absence due to illness.

(g) The employer shall have the right to require the worker to produce additionally a medical certificate at the employer's expense from a doctor nominated by the employer.

TERMINATION OF EMPLOYMENT

8. 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 agreement shall prevent the employer from summarily dismissing any worker for wilful misconduct.

HOLIDAYS

9. (a) The following holidays shall be allowed without deduction from wages: A whole holiday on every Christmas Day, Boxing Day, New Year's Day, 2 January, 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: Provided that upon completion of 3 year's continuous service with the employer, a worker shall be allowed for the third and each subsequent year of continuous service an annual holiday of three weeks instead of two weeks allowed under the Annual Holidays Act. The third week's holiday may be allowed either in conjunction with or separately from the first two weeks as the employer may decide.

(e) Except as otherwise provided, every worker shall at the end of each year of his employment by any employer become entitled to an annual holiday of two weeks paid on the basis of the worker's average weekly taxable earnings, provided that the holiday pay does not exceed the worker's ordinary pay plus 30 percent and provided, further, that in no case shall the holiday pay be less than the worker's ordinary pay at the time of taking the holiday. For the purposes of calculating a worker's average weekly taxable earnings for the year the employer may fix a close-off date. For the purposes of this clause lump sum special payments shall be excluded from the computation of average weekly taxable earnings, and ordinary pay shall be as defined in the Annual Holidays Act 1944.

(f) Where it is customary for the 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 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 4 percent of his gross taxable earnings but not exceeding 5.2 percent of his gross 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.

(g) Where a worker is entitled to an annual holiday of three weeks instead of two weeks the provisions of subclause (f) of this clause shall be modified to provide payment of an amount equal to 6 percent of the worker's gross taxable earnings but not exceeding 7.8 percent of his gross ordinary pay for the period of his employment.

DISPUTES

10. The essence of this agreement 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 agreement, 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

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

(c) Every worker obliged under subclause (a) hereof, to become a member of the 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 the union in accordance with subclause (b) hereof commits a breach of this agreement.

(d) The employer bound by this agreement commits a breach of this agreement 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.

(d) The employer bound by this agreement commits a breach of this agreement 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 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 agreement 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.

(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

12. (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 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 the employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

RIGHT OF ENTRY

13. The secretary of the union shall be entitled to enter at all reasonable times upon the premises of any employer bound by this agreement 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.

TERM OF AGREEMENT

14. This agreement shall be deemed in so far as it relates to the rates of ways to be paid to have come into force on the 21st day of October 1972, and in so far as all other provisions are concerned it shall come into force on the day of the date hereof and shall remain in force until the 20th day of October, 1973.

Signed on behalf of the Wellington Match Manufacturing Employees Industrial Union of Workers.

D. C. J. Dawson, Secretary.

Witness: G. A. Blundell.
Occupation: Secretary.
Address: Wellington.

Signed on behalf of Bryant and May (N.Z.) Limited.

J. Gouch, General Manager.

Witness: B. A. Thomas.
Occupation: Clerk.
Address: 11 Woburn Road, Wellington.