

(11317.) WELLINGTON **MATCH-MANUFACTURING EMPLOYEES.—**
INDUSTRIAL AGREEMENT.

AN industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, this twenty-third day of November, 1936, between Bryant and May, Bell, and Co., Ltd. (hereinafter called "the employer"), of the one part, and the Wellington Match-manufacturing Employees' Industrial Union of Workers (hereinafter called "the union") of the other part, whereby it is mutually agreed by and between the parties hereto as follows:—

(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 hereto shall respectively do, observe, and perform every matter and thing 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.

Hours of Work.

1. Forty hours shall constitute a week's work, to be worked on Monday to Friday inclusive, and eight hours a day shall constitute a day's work.

Wages.

2. Males: Adults, £4 per week; juniors, first six months 17s. 6d., with half-yearly increments of 6s. per week until adult age is reached.

Male workers making preparation for the work of the factory shall be paid 1s. 6d. per day extra.

Females: Adults, £2 3s. 6d. per week; juniors, first six months' period 15s. per week, second six months' period 19s. per week, third six months' period £1 3s. per week, fourth six months' period £1 7s. per week, fifth six months' period £1 11s. per week, sixth six months' period £1 15s. per week—Thereafter £2 3s. 6d.

Overtime.

3. All time worked in excess of hours prescribed in clause 1 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. For the purpose of computing overtime work done up to and including half an hour shall be deemed half an hour, and work done for any period exceeding half an hour and up to one hour shall count as one hour.

Employment.

4. The employment shall be deemed to be weekly employment, and there shall be no deduction from the weekly wage except through the worker's sickness or default, or his or her absence from work through no fault of the employer when time lost may be deducted.

Statutory Holidays.

5. (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, and Birthday of reigning Sovereign.

(b) Time worked on any of the above holidays and Sunday shall be paid for in accordance with the Factories Act and its amendments.

(c) Payment of wages for the said holidays shall be made to all persons who have been employed in the factory:—

(i) In the case of Christmas Day, Boxing Day, Good Friday, New Year's Day, or Easter Monday, at any time during the fortnight ending on the day on which the holiday occurs:

(ii) In the case of any other holiday for at least four days during the week ending on the day on which the holiday occurs.

Annual Holiday.

6. (a) The working days between Boxing Day and New Year's Day shall be classified as annual holidays and shall be granted to all workers without deduction from wages.

(b) Should a male worker be required to work on any of the days classified as holidays in subsection (a) hereof, he shall be entitled, in addition to the payment provided for in the above-mentioned subsection, to be paid for work so done at his ordinary rate of pay.

Termination of Employment.

7. Not less than seven days' notice shall be given by either party of the termination of employment, except in the case of casual workers, who shall be paid immediately upon discharge provided that nothing in this subclause shall prevent an employer from summarily dismissing any worker for wilful misconduct.

Disputes.

8. The essence of this agreement being that the work of the employers 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 agreement, 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 to be composed of two representatives of each side together with an independent chairman, mutually agreed upon, or in default of agreement to be appointed by the Conciliation Commissioner for the district. Either side shall have the right to appeal to the Court of Arbitration within fourteen days after such decision has been made known to the party desirous of appealing.

Under-rate Workers.

9. (a) Any worker who considers himself incapable of earning the minimum wages 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.

Preference to Unionists.

10. (a) It shall not be lawful for any employer bound by this agreement to employ or to continue to employ in the industry to which this agreement relates any adult person who is not for the time being a member of an industrial union of workers bound by this agreement or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this agreement: Provided, however, that any non-unionist may be continued in employment by an employer bound by this agreement during any time while there is no member of a union bound by this agreement who is available to perform the particular work required to be done and is ready and willing to undertake it.

(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 workers the right to join the union.)

Term of Agreement.

11. This agreement shall come into force on the 26th day of November, 1936, and shall continue in force until the 26th day of November, 1938.

Signed for and on behalf of Byrant and May, Bell, and Co., Ltd.—

WALTER MCLAY, Managing Director.

Witness—E. D. Taylor, company secretary, Wellington.

Signed for and on behalf of the Wellington Match-manufacturing Employees' Industrial Union of Workers—

J. LAMB, President.

L. GLOVER, Secretary.

Witness—E. D. Taylor, company secretary, Wellington.
