

**TARANAKI, WELLINGTON, MARLBOROUGH, AND NELSON
LAUNDRY WORKERS, DYERS, AND DRY CLEANERS.—
AWARD**

[Filed in the Office of the Clerk of Awards, Wellington]

In the Court of Arbitration of New Zealand, Taranaki, Wellington, Marlborough, and Nelson Industrial Districts.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of an industrial dispute between the Wellington, Taranaki, Marlborough, and Nelson Laundry Workers, Dyers, and Dry Cleaners' Industrial Union of Workers (hereinafter called "the union") and the undermentioned Boards, persons, firms, and companies (hereinafter called "the employers") :—

TARANAKI INDUSTRIAL DISTRICT

British Laundry, Regent Street, Hawera.
Forbes, E. G., Devon Street, New Plymouth.
London Dry Cleaning Co., Hawera.
Modern Way, 233 High Street, Hawera.
New Plymouth Hospital Board, New Plymouth.
New Plymouth Steam Laundry Co., Ltd., 71 Gill Street, New Plymouth.
Underwood, A., Liardet Street, New Plymouth.
Valet Service, Dyers and Cleaners, 114 Devon Street, New Plymouth.

WELLINGTON INDUSTRIAL DISTRICT

Dannevirke Hospital Board, Dannevirke.
Dominion Dyeing and Dry Cleaning Co., Ltd., Nelson Street, Petone.
Hawke's Bay Hospital Board, Napier.
Hygienic Towel Supply Ltd., Ferguson Street, Wellington.
Palmerston North Hospital Board, Palmerston North.
Petone Steam Laundry, Ltd., Tory Street, Petone.
Taylor Bros., 305A Mansfield Street, Wellington.
Union Steam Ship Co., Ltd., Evans Bay Road, Wellington.
Victoria Laundry Co., Ltd., 88-89 Hansen Street, Wellington.
Waipawa Hospital Board, Waipukurau.
Wairarapa Hospital Board, Masterton.
Wanganui Hospital Board, Wanganui.
Wellington Hospital Board, Newtown, Wellington.
Wairoa Hospital Board, Wairoa.

NELSON INDUSTRIAL DISTRICT

Nelson Steam Laundry, Ltd., 5 Parare Street, Nelson.

MARLBOROUGH INDUSTRIAL DISTRICT

Barratt, W., Blenheim Dry Cleaners, Blenheim.
Brown, E. J., Fell Street, Blenheim.
Hall, A. C., Valet Dry Cleaners, Blenheim.

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 3 of the Industrial Conciliation and Arbitration Amendment Act (No. 2), 1939, 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 as hereinafter provided and shall continue in force until the 29th day of April, 1949, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

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 20th day of May, 1948.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Industry to which Award applies

1. This award applies to the laundering, dry-cleaning, and dyeing industry.

Hours of Work

2. (a) The ordinary hours of work for workers other than depot hands shall not exceed forty per week and, except as hereinafter provided, shall be worked on five days of the week, Mondays to Fridays, both days inclusive, between the hours of 8 a.m. and 5 p.m.

(b) The ordinary hours of work for depot hands shall not exceed forty per week and shall be worked on five days of the week, Mondays to Fridays, both days inclusive.

(c) The Union Steam Ship Co., Ltd., and the Nelson Steam Laundry Co., Ltd., may employ on Saturday mornings the factory-manager and such packers as are reasonably necessary to meet the requirements of ships arriving or sailing on Saturday.

Wages

3. The following shall be the minimum weekly rates of wages:—

(a) Males—

Age commencing.	First Year.		Second Year.		Third Year.		Fourth Year.		Fifth Year.	
	First Half.	Second Half.	First Half.	Second Half.	First Half.	Second Half.	First Half.	Second Half.	First Half.	Second Half.
Under 16 ..	32/6	38/-	44/-	50/-	56/-	61/6	67/6	75/-	87/-	100/6
16 to 17 ..	38/-	44/-	50/-	56/-	61/6	67/6	75/-	87/-	100/6	..
17 to 18 ..	44/-	50/-	56/-	61/6	67/6	75/-	87/-	100/6	..	..
18 to 19 ..	53/6	59/6	65/-	72/6	83/6	100/6	..	..	..	..
19 to 20 ..	62/-	71/-	81/6	94/-	..	..	..	..	..	..
20 to 21 ..	79/6	92/6	..	..	..	..	..	..	..	..

Thereafter—

Laundry workers ..	..	..	..	6	11	8
Dry-cleaners and carpet-cleaners ..	..	..	..	6	15	0
Journeymen dyers ..	..	..	..	8	1	0

(b) Females—

Age commencing.	First Six Months.	Second Six Months.	Third Six Months.	Fourth Six Months.	Fifth Six Months.	Sixth Six Months.	Seventh Six Months.
Under 16 ..	30/-	36/-	42/-	48/6	54/6	60/6	69/6
16 to 17 ..	33/-	39/-	45/6	51/-	60/-	67/6	..
17 to 18 ..	39/-	45/6	51/-	58/-	66/6	..	..
18 to 19 ..	44/-	50/-	57/-	65/-	..	..	..
19 to 20 ..	48/-	55/-	64/-	..	..	..	..
20 to 21 ..	53/6	63/-	..	..	..	..	..

Thereafter, or on attaining the age of twenty-one years, not less than £4 3s. 4d. per week.

(c) A worker employed as a hand washerwoman shall be paid a minimum wage of £4 8s. 6d. per week.

(d) A depot hand shall be paid 6s. 3d. per week in addition to the wage to which she is entitled under subclause (b) of this clause.

(e) A worker employed at hand ironing shall be paid 5s. per week in addition to the wage to which she is entitled under subclause (b) of this clause.

(f). A worker employed as a shirt and collar machinist shall be paid 5s. per week in addition to the wage to which she is entitled under subclause (b) of this clause.

(g) A worker when employed to operate a twin and/or two or more presses in a laundry shall be paid 4s. per week in addition to the wage to which she is entitled under subclause (b) of this clause. Shirt machines and handkerchief machines are not presses within the meaning of this clause.

(h) Any worker, male or female, employed at sorting, marking, and/or checking shall receive 5s. per week in addition to the wage to which he or she is entitled under subclause (a) or (b) hereof.

(i) Foremen and Forewomen: In addition to the rates of wages set out above, foremen and forewomen shall be paid a further sum of 10s. per week in excess of the rate received by the highest-paid worker he or she is in charge of.

(j) In laundries where workers have to handle materials which are recognized as septic, contagious, or infectious, the rates of wages for such work shall be increased by 25 per cent. while such materials are being handled.

(k) Casual Workers: Casual workers shall be paid one-third more than the weekly rates, exclusive of washerwomen employed by the day. A "casual worker" is one employed for less than one week.

Casual Hand Washerwomen: 19s. per day.

Payment of Wages

4. All wages, including overtime, shall be paid weekly before the ordinary hour of ceasing work on Thursday.

Overtime

5. (a) All time worked outside of and in excess of the hours mentioned in clause 2 shall be paid for at the following rates: for the first four hours, time and a half; thereafter, double time.

Double time rates shall commence from the hour of 9.30 p.m.

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

(c) When a worker is called back to work overtime after the tea interval, the minimum payment shall be for two hours.

(d) If a worker is notified that overtime shall be worked and such overtime is not worked, the employer shall pay the worker 2s. 3d. meal-money.

Holidays

6. (a) The following shall be recognized holidays: New Year's Day, and the day after New Year's Day or a day in lieu thereof to be agreed upon between the union and the employer, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, Christmas Day, Boxing Day, and Anniversary Day: Provided that if any of the foregoing holidays, except Anzac Day, shall fall on a Sunday, it shall be observed on the succeeding Monday.

(b) Double rates shall be paid for any work done on any of the above-mentioned holidays, which shall be in addition to the ordinary rate of payment for the holiday.

Annual Holiday

7. Holidays shall be allowed in accordance with the Annual Holidays Act, 1944. One month's notice of the holiday shall be given by the employer to the worker.

Terms of Engagement

8. Unless otherwise specified, the engagement shall be deemed to be a weekly engagement and no deduction shall be made from the wages of any employee unless on account of the accident, default, or sickness of the worker.

Termination of Engagement

9. Except in the case of casual workers, one week's notice shall be given by either party wishing to terminate the engagement.

Proportion of Juniors

10. The proportion of juniors to adult workers shall be one junior to three adult workers or a fraction thereof. An employer, if he actually works, shall count as an adult worker for the purpose of this clause. A "male junior worker"

shall be a worker who is under twenty-one years of age; a "female junior worker" shall be a worker who is under eighteen years of age.

General Conditions

11. (a) No person under the age of fifteen years shall be employed on a machine.

(b) Gum boots and aprons shall be provided as required for washhouse and dyehouse hands.

(c) Where any worker is in receipt of a higher rate of wages than that provided in this award, such wages shall not be reduced.

(d) If any worker is required to work in any department other than that in which he or she is usually employed, the rate of wages to be paid shall be that prevailing in the worker's usual department.

(e) In the event of workers being called upon to work more than one and a half hours' overtime without notice having been given the previous day, a meal shall be provided at the employer's expense or an equivalent of 2s. 3d. shall be paid.

(f) A "foreman" or "forewoman" is a worker in charge of three or more hands.

(g) Ten minutes shall be allowed each morning and afternoon for tea or "smoke-oh."

(h) A satisfactory dining-room shall be provided in all laundries, dyeing, and dry-cleaning establishments, and it shall be compulsory for all workers to use it.

(i) A rest-room shall be provided for female workers (apart from dining-room).

(j) Suitable cloak-room and toilet accommodation with hand-washing facilities shall be provided for all workers.

(k) Male workers in washhouses and dyehouses and dry-cleaning departments shall be provided with a place in which to change their clothing (apart from dining-room).

(l) A supply of boiling water shall be made available to workers at meal-times.

(m) Female workers shall not be required to lift more than 28 lb. single-handed.

(n) Depot hands shall be provided with wash-hand basins, and also heating-apparatus in winter.

(o) Female workers shall not be employed on washing-machines in excess of 20 cubic feet capacity or hydros in excess of 10 cubic feet capacity, or on drying tumblers of over 40 lb. dry weight, at less than adult male wage rate.

(p) All accommodation for workers shall be kept in a clean and sanitary condition by the employer, and workers shall co-operate in this respect.

(q) Carpet-cleaners shall be supplied with respirators when required.

(r) An allowance of 3d. per hour shall be paid to female workers when they are required to work in a heat of 105 degrees temperature or over, and male workers shall be paid the same allowance when required to work in a heat of 110 degrees or over.

Right of Entry

12. (a) Every employer bound by this award shall permit the secretary or other authorized officer of the union of workers to enter at all reasonable times (to be mutually arranged between the employer and the union) upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

(b) The employer shall give recognition to any worker who is appointed shop delegate.

(c) Employers shall, if requested by the secretary of the union, supply him or her with a list of names of members of the staff covered by this award, such application not to be made more often than once each three months.

Disputes

13. The essence of this award being that the work of the employers shall not on any account 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 specifically dealt with in this award, 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 (if required) to be 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 against a decision of any such committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

Workers to be Members of Union

14. (a) Subject to the provisions of subsection (5) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, it shall not be lawful for any employer

bound by this award to employ or to continue to employ in any position or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award.

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

(c) Every person who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested so to do by his employer or any officer or representative of the union commits a breach of this award, and shall be liable accordingly.

(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

15. (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 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.

Application of Award

16. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every trade-union, 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 districts to which this award relates.

Scope of Award

17. This award shall operate throughout the Wellington, Taranaki, Marlborough, and Nelson Industrial Districts.

Term of Award

18. This award, in so far as it relates to wages, shall be deemed to have come into force on the 29th day of April, 1948, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 29th day of April, 1949.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 20th day of May, 1948.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award embodies the terms of settlement arrived at by the assessors in Conciliation Council.

Wages have been made payable retrospectively, in accordance with the agreement of the parties.

The rates of remuneration prescribed in this award are not to be increased by the application of the provisions of the Court's general orders of 9th August, 1940; and 31st March, 1942.

A. TYNDALL, Judge.