

NELSON LAUNDRY WORKERS, DRY CLEANERS, AND PRESSERS.—AWARD.

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

Empire Laundry (Mrs. F. E. Baker), 30 St. Vincent Street, Nelson.

Gook Wah, Laundry-proprietor, Bridge Street, Nelson.  
I.X.L. Dry Cleaners (T. E. Preen), off Hardy Street, Nelson.

May Wing, Laundry-proprietor, 61 Waimea Street, Nelson.

Modern Steam Laundry (E. S. Merrick), 5 Parere Street, Nelson.

Sunshine Laundry (A. Young), High Street, Motueka.  
Tin Lee, Laundry-proprietor, Hardy Street, Nelson.

Won Sew, Laundry-proprietor, Hardy Street, Nelson.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, 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 16th day of May, 1938, 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 15th day of June, 1937.

[L.S.]

P. J. O'REGAN, Judge.

## SCHEDULE.

*Hours of Work.*

1. The hours of work shall be not more than forty per week, to be worked between the hours of 8 a.m. and 5 p.m. on the first five days of the week and between 8 a.m. and noon on Saturday.

*Wages.*

2. The following shall be the minimum rates of wages to be paid to the several classes of workers:—

	Per Week.		
	£	s.	d.
(a) Dry cleaners and/or pressers .. .. .	4	10	0
Other male workers .. .. .	4	0	0
Male and female workers under twenty-one years of age—			
For the first six months .. .. .	0	15	0
For the second six months .. .. .	0	19	0
For the third six months .. .. .	1	3	0
For the fourth six months .. .. .	1	7	0
For the fifth six months .. .. .	1	11	0
For the sixth six months .. .. .	1	15	0
For the seventh six months .. .. .	2	0	0
Thereafter .. .. .	2	4	0

Provided that in no circumstances shall a worker twenty-one years of age or over receive less than the basic wage for the time being prevailing.

Casual workers—

	Per Hour.		
	s.	d.	
Males .. .. .	2	3	
Females .. .. .	1	3	

(b) A "casual worker" means any person employed for less than one week.

(c) Notwithstanding anything contained herein no employee shall lose his or her employment, nor shall such employee have his or her wages in any way reduced because of the coming into operation of this award.

*Holidays and Overtime.*

3. (a) The following holidays shall be allowed without deduction from pay: Christmas Day, Boxing Day, New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, and the birthday of the reigning Sovereign.

(b) Where any of the above days (except Anzac Day) falls on a Sunday the holiday shall be observed on the following Monday.

(c) Time worked on any of the above holidays or on Sundays shall be paid for at the rate of double time.

(d) Payment of wages for the said holidays shall be made to all persons who have been employed on the first pay-day after such holiday.

(e) All overtime shall be calculated daily and shall be paid for at the rate of time and a half or 1s. 6d. per hour, whichever is the greater.

*Termination of Engagement.*

4. Not less than forty-eight hours' notice shall be given by either party of the termination of the engagement, but nothing in this clause shall prevent an employer from summarily dismissing any worker for misconduct.

*Payment of Wages.*

5. Wages shall be paid weekly and in the employer's time, and not later than Friday in each week.

*General Conditions.*

6. (a) Twenty-four hours' notice shall be given to an employee who is required to work overtime after 6 p.m., or in lieu thereof 1s. 6d. tea-money shall be paid.

(b) An employer shall be entitled to make a rateable deduction from the weekly wages specified in this award for any time lost by a worker through sickness, accident, or default.

(c) It shall be the duty of the employer to provide a clock in good working-order at each laundry, such clock to be placed in a conspicuous place visible to the workers.

(d) A suitable first-aid outfit shall be provided and maintained in every laundry.

*Wages and Time Book.*

7. (a) The occupier of a laundry in which one or more employees are employed shall at all times keep, in the prescribed form, or in such other form as may be approved by the Inspector, a record in English (called the Wages and Time Book) showing, in the case of each employee,—

- (1) The name of the assistant, together with his or her age if under eighteen years of age;
- (2) The kind of work on which such assistant is usually engaged;
- (3) The hours which such assistant has been actually employed on each day;
- (4) The wages paid on each pay-day and the date thereof; and
- (5) Such other particulars as are prescribed by regulations.

(b) No employer shall place any obstacle in the way of any representative of the union in the collection of moneys due, at reasonable times: Provided that such collection shall not take place more often than once a week.

*Receiving and Distributing Depots.*

8. All receiving and distributing depots in the combined district of Nelson shall be closed at 5.30 p.m. on four days of each week, at 9 p.m. on the day of the late-shopping night, and at 12 noon on one day of each week.

*Disputes Committee.*

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 whatever arising out of or connected therewith and not specifically dealt with in this award every such dispute or difference as the same shall arise shall be referred to a committee to be composed of three representatives of the union and three representatives of the employers, such representatives to be appointed by their respective parties within fourteen days after the making of this award; and when a vacancy occurs on such committee the party concerned shall within fourteen days of such vacancy occurring fill such vacancy. This committee shall appoint some independent person as chairman, and such chairman shall be paid equally by both parties to the committee. If the chairmanship of the committee becomes vacant, then another chairman

shall be appointed within fourteen days of such vacancy. The decision of a majority of the committee shall be binding, subject only to the right of either party to appeal to the Court against any decision of the disputes Committee upon giving written notice of such appeal to the other party within fourteen days after the decision of the disputes committee has been given.

*Workers to be Members of Union.*

10. (a) 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 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 award:

Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award 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 award 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.)

*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 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.

*Scope of Award.*

12. This award shall operate throughout the Nelson Industrial District.

*Term of Award.*

13. This award, in so far as it relates to wages, shall be deemed to have come into force on the 17th day of May, 1937, 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 16th day of May, 1938.

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 15th day of June, 1937.

[L.S.]

P. J. O'REGAN, Judge.

MEMORANDUM.

Clause 8 of the award, relating to the closing-hours of receiving and distributing depots, has been altered so as to bring it into conformity with the Act. In other respects the award embodies the recommendations arrived at by the assessors in Conciliation Council.

P. J. O'REGAN, Judge.