

NORTHERN INDUSTRIAL DISTRICT LAUNDRY WORKERS,  
DYERS, AND DRY-CLEANERS.—AWARD

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

Auckland Laundermen, Dyers, and Dry Cleaners' Industrial Union of Employers, National Insurance Buildings, 12 O'Connell Street, Auckland.

Auckland Laundry, Ltd., Surrey Crescent, Grey Lynn, Auckland.

Advance Dry Cleaners, Devonport Road, Tauranga.

British Laundry, Parnell, Auckland.

Bagwash Ltd., Claude Street, Claudelands.

Bay of Plenty Dyers and Dry Cleaners, The Strand, Whakatane.

Culpan's Dry Cleaners, Parnell Road, Auckland.

Cook Hospital Board, Gisborne.

Coromandel Hospital Board, Coromandel.

Excelsior Laundry, 346 Palmerston Road, Gisborne.

Green Lane Bagwash Laundry, 177 Green Lane Road, Auckland.

Grosvenor Laundry, Grosvenor Street, Grey Lynn, Auckland.

Gisborne Steam Laundry, Aberdeen Road, Gisborne.

Home of the Good Shepherd, Waikowhai.

Hallam's Dry Cleaners, Huntly.

Henry's Dry Cleaners, Newmarket, Auckland.

Ideal Laundry, James Street, Whangarei.

Jorgensen's Dyers and Dry Cleaners, Thames.

Keenan's Bagwash Laundry, Commerce Street, Frankton.

Kaipara Hospital Board, Te Kopuru.

Lux Bagwash Laundry and Dry Cleaners, Duke Street, Cambridge.

Moody's Dye Works, Crowhurst Street, Newmarket, Auckland.

Mater Misericordiae Hospital, Mountain Road, Epsom.

Modern Way Dry Cleaning Service, Whangarei.

Newmestie Laundry, Surrey Crescent, Grey Lynn, Auckland.

New Zealand Dry Cleaning Co., Ltd., Howe Street, Auckland.

New Zealand Towel Supply and "Tri" Cleaners, Victoria Street, Auckland.

Perkinson's Laundry, 50 Durham Street, Tauranga.  
 Porter's Dye Works, Market Road, Epsom, Auckland.  
 Pukekohe Dyers' and Dry Cleaners, King Street, Pukekohe.  
 Rotorua Electric Laundry, Haupapa Street, Rotorua.  
 Taumarunui Hospital Board, Taumarunui.  
 Tauranga Hospital Board, Tauranga.  
 Thames Hospital Board, Thames.  
 United Dry Cleaners, Surrey Crescent, Grey Lynn, Auckland.  
 Waikato Bagwash Co., Frankton.  
 Waikato Hospital Board, Hamilton.  
 Whangarei Hospital Board, Whangarei.

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 23rd day of August, 1944, 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 23rd day of August, 1943.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

*Industry to which Award applies*

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

*Hours of Work (other than Depot Hands)*

2. (a) The ordinary hours of work shall not exceed forty hours in any one week.

(b) Except as otherwise provided in subclause (e) of this clause, the ordinary hours of work shall be worked on five days of the week, Monday to Friday, both days inclusive. On one day of the week the ordinary hours shall be arranged between the hours of 8 a.m. and 6 p.m., and on the other four days between the hours of 8 a.m. and 5 p.m.

(c) No worker shall be employed for more than four hours and one-quarter continuously without an interval of three-quarters of an hour for a meal.

(d) When workers are required to work later than 5 p.m. and up to 6 p.m. their hours shall be continuous except for meal intervals.

(e) In a dry-cleaning factory with a total staff of ten or more workers two sorters may be employed for four hours on Saturday morning; and in a dry-cleaning factory with a total staff of less than ten workers, one sorter may be employed on Saturday morning: Provided that not more than forty hours are worked in any one week without payment of over-time. And provided further that a worker employed on Saturday morning under this subclause shall be paid, in addition to the weekly wage, half time ordinary rate for the time worked.

(f) Four male workers in a factory with a total staff of fifty or more workers, and two male workers in a factory with a total staff of less than fifty workers, may be required to work between 7 a.m. and 8 a.m. on the first working-day of any week, and time so worked shall be paid for at the rate of time and a half in addition to the weekly wage.

*Hours of Work (Depot Hands)*

3. The ordinary hours of work for depot hands shall be forty-four per week, to be worked on five and a half days of the week.

## Wages

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

## (a) Male workers—

Age commencing at Trade.	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 years ..	17/6	22/6	27/6	32/6	37/6	42/6	47/6	55/-	65/-	75/-
16 to 17 years ..	22/6	27/6	32/6	37/6	42/6	47/6	55/-	65/-	75/-	..
17 to 18 years ..	27/6	32/6	37/6	42/6	47/6	55/-	65/-	75/-	..	..
18 to 19 years ..	35/-	40/-	45/-	52/6	62/6	75/-	..	..	..	..
19 to 20 years ..	42/6	50/-	60/-	70/-	..	..	..	..	..	..
20 to 21 years ..	57/6	67/6	..	..	..	..	..	..	..	..
Thereafter £4 15s. per week.										

Provided that a worker of the age of twenty-one years and upwards shall be paid not less than the basic wage for the time being prevailing.

## (b) Female workers—

Age commencing at Trade.	First Year.		Second Year.		Third Year.		Fourth Year.	
	First Half.	Second Half.	First Half.	Second Half.	First Half.	Second Half.	First Half.	Second Half.
Under 16 years	17/6	21/6	25/6	29/6	33/6	37/6	42/6	42/6
16 to 17 years	20/-	24/-	28/-	32/-	36/-	40/-	42/6	42/6
17 to 18 years	22/6	26/6	30/6	34/6	38/6	42/6	42/6	..
18 to 19 years	25/-	29/-	33/-	37/6	42/6	42/6	..	..
19 to 20 years	27/6	32/6	37/6	42/6	..	..	..	..
20 to 21 years	30/-	36/-	..	..	..	..	..	..
Thereafter, or on attaining the age of twenty-one years, not less than £2 12s. 6d. per week.								

(c) A worker employed as a hand washerwoman shall be paid a minimum wage of £2 17s. 6d. per week.

(d) A depot hand shall be paid 5s. 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 sub-clause (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 subclauses (a) or (b) hereof.

(i) In a department in which four or more workers—other than casuals—are employed one shall be classified as the “foreman” or “forewoman” and shall be paid 10s. per week in addition to the wage to which he or she is entitled under subclauses (a) or (b) of this clause.

(j) In a department in which less than four workers—other than casuals—are employed one shall be classed as the “foreman” or “forewoman” and shall be paid 5s. per week in addition to the wage to which he or she is entitled under subclauses (a) or (b) of this clause.

(k) The foreman dyer shall be paid a minimum wage of £6 5s. per week.

(l) 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 washerwoman: 13s. per day.

(m) A male worker required to attend to the boiler shall be paid 10s. per week in addition to the wage to which he is entitled under subclause (a) of this clause.

(n) In all 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.

#### *Increase in Rates of Remuneration*

5. All rates of remuneration (which term includes time and piecework rates, overtime, and other special payments) provided for in this award, shall be subject to the provisions of the general orders dated the 9th August, 1940, and the 31st March, 1942, under the Rates of Wages Emergency Regulations 1940, increasing rates of remuneration as follows:—

(a) The order dated the 9th August, 1940, increases all rates of remuneration by an amount equal to 5 per cent. thereof.

(b) The order dated the 31st March, 1942, increases all rates of remuneration (inclusive of the August, 1940, bonus) by an amount equal to 5 per cent., but this increase is payable—

(i) In the case of males twenty-one years of age and over, on earnings up to £5 per week only;

(ii) In the case of females twenty-one years of age and over, on earnings up to £2 10s. per week only; and

(iii) In the case of males or females under twenty-one years of age, and apprentices, on earnings up to £1 10s. per week only.

#### *Steaming-up Time*

6. Where any worker under this award is required to get up steam when starting work, or to bank fires when ceasing work, and this involves his working outside his ordinary working-hours, he shall be paid for such time in accordance with the provisions of section 3, subsection (4), of the Factories Amendment Act, 1936.

#### *Payment of Wages*

7. Wages, including overtime, shall be paid weekly and in the employer's time, and not later than Thursday of each week.

#### *Overtime*

8. All time worked outside of and in excess of the hours mentioned in clauses 2 and 3 shall be paid for at the following rates: For the first four hours, time and a half; thereafter double time. 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.

#### *Meal-money*

9. (a) If overtime is worked after 6 p.m. the employer shall pay the worker 1s. 9d. meal-money unless notice is given on the previous day that overtime will be worked.

(b) If a worker is notified that overtime shall be worked on the following day and overtime is not worked, the employer shall pay the worker 1s. 9d. meal-money.

#### *Deductions from Wages*

10. The wages specified in this award are weekly wages, and no deduction shall be made therefrom except for time lost by the worker through sickness, accident, or default.

### *Termination of Employment*

11. Not less than seventy-two 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.

### *Holidays*

12. The following shall be recognized holidays: New Year's Day, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, Christmas Day, Boxing Day, and Anniversary Day.

### *Annual Holiday*

13. (a) On completion of each year of service the following holiday shall be granted on full pay: Depot hands, ten consecutive days on which work is usually performed; all other workers, one week.

Such holidays shall be taken at a time to be mutually arranged between the employer and the worker. In the absence of agreement between the worker and the employer as to the date on which the holiday is to be allowed, the holiday shall be given and taken within two months of the end of the year of service in respect of which the holiday has accrued. Such holiday shall be exclusive of the holidays specified in clause 12 hereof.

(b) If the employment of any worker is terminated by either party for any reason, other than by the employer for misconduct of the worker, before the completion of the first year of service but after three months' service—being part thereof—has been completed, or at any time after the first year of service has been completed, a holiday of proportionate duration for the broken period served shall be allowed or paid for.

### *Proportion*

14. 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 purposes 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*

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

(b) Gum boots or clogs and waterproof aprons shall be provided as required for wash-house and dye-house hands.

(c) A satisfactory dining-room shall be provided in all laundries, dyeing, and dry-cleaning establishments.

(d) Boiling water shall be provided for the purpose of meals.

(e) Suitable cloak-room and toilet accommodation shall be provided for all workers.

(f) A rest-room shall be provided for women workers (apart from dining-room).

(g) Male workers in wash-houses and dye-houses shall be provided with a place in which to change their clothes (apart from dining-room).

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

(i) An interval of not more than ten minutes for tea or "smoke-oh" shall be allowed in the employer's time each morning.

(j) Any worker transferred from one job to another shall be paid the higher rate for the time he or she is so employed.

(k) Women other than hand-washers shall not be employed in the wash-house.

(l) Female workers shall not be employed on washing-machines, hydros, or tumblers, except tumblers such as the Hueback type of light tumbler; but this subclause shall not apply to hand washer-women and/or starchers who hydro their own work.

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

(n) An employer and/or manager if he actually works in the factory shall count as a worker for the purposes of this award.

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

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

*Matters not provided for*

16. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the secretary or president of the



union, and in default of any agreement being arrived at, then such dispute shall be referred to the local Conciliation Commissioner, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Commissioner, may appeal to the Court upon giving written notice of such appeal to the other party within fourteen days after such decision shall have been communicated to the party desiring to appeal.

#### *Right of Entry upon Premises*

17. 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.

#### *Workers to be Members of Union*

18. (a) Subject to the provisions of section 18 (5) 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.

(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*

19. (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*

20. 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 the 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*

21. This award shall operate throughout the Northern Industrial District.

#### *Term of Award*

22. This award, in so far as it relates to wages, shall be deemed to have come into force on the 21st day of December, 1942, 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 23rd day of August, 1944.

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 23rd day of August, 1943.

[L.S.]

A. TYNDALL, Judge.

## MEMORANDUM

The matters referred to and settled by the Court related to hours of work, wages and additional payments, payment of wages, overtime, meal-money, annual holiday, general conditions, and term of award.

An increase of 2s. 6d. per week to adult female workers has been awarded because it is considered that the conditions under which they work warrant such a margin above the Court's usual rate for female factory workers. Wages have been made payable retrospectively in accordance with the agreement of the parties.

The application under section 41 of the Industrial Conciliation and Arbitration Act, 1925, for the hearing of the dispute by a Council of Conciliation was filed with the Clerk of Awards before the 15th December, 1942; consequently the Court in making the award is not required to have regard to the Economic Stabilization Emergency Regulations 1942 (Regulation 43A (2) (a)).

Mr. Prime disagrees with the increased rates awarded and with the alterations in some of the general clauses.

A. TYNDALL, Judge.

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