

WESTLAND LAUNDRY, LTD., EMPLOYEES.—INDUSTRIAL AGREEMENT

In the Court of Arbitration of New Zealand, Westland Industrial District.—In the matter of the Economic Stabilization Emergency Regulations 1942; and in the matter of the industrial agreement, made on the 3rd day of May, 1945, between the Westland Laundry Employees' Industrial Union of Workers and the Westland Laundry, Ltd.

WHEREAS by the Economic Stabilization Emergency Regulations 1942 it is provided that no industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, shall come into force until it is filed under section 28 of the said Act: And whereas it is provided further that no such industrial agreement shall be accepted by a Clerk of Awards for filing as aforesaid unless it has been approved by the Court for the purposes of the said regulations: And whereas application has been made for approval of the industrial agreement, made on the 3rd day of May, 1945, between the Westland Laundry Employees' Industrial Union of Workers, of the one part, and the Westland Laundry, Ltd., of the other part: Now, therefore, the Court, having had regard to and having taken into consideration the matters and things as required by the said regulations, doth hereby approve the said industrial agreement for the purposes of the said regulations.

Dated this 17th day of May, 1945.

[L.S.]

A. TYNDALL, Judge.

WESTLAND LAUNDRY, LTD., EMPLOYEES.—INDUSTRIAL AGREEMENT

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, the 3rd day of May, 1945, between the Westland Laundry Employees' Industrial Union of Workers (hereinafter referred to as "the union"), of the one part, and the Westland Laundry, Ltd. (hereinafter referred to as "the employer"), of the other part, whereby it is mutually agreed by and between the said parties hereto to follow, 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 hereto shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

Thereafter the following rates:—		Per Week.		
		£	s.	d.
Laundry workers	.. ..	5	5	0
Dry-cleaners and carpet-cleaners	.. ..	5	10	0
Journeymen dyers	.. ..	6	15	0

Female Workers—

Age commencing Trade.	First Year.		Second Year.		Third Year.		Fourth Year.	
	First Half.	Sec'nd Half.	First Half.	Sec'nd Half.	First Half.	Sec'nd Half.	First Half.	Sec'nd Half.
Under 16 years	21/6	25/6	30/-	34/6	38/6	43/6	49/6	52/6
16 to 17 years	24/-	28/-	32/6	37/-	41/-	46/-	49/6	52/6
17 to 18 years	26/6	31/-	34/6	39/6	43/6	49/6	52/6	..
18 to 19 years	29/-	33/-	37/6	43/6	49/6	52/6	..	..
19 to 20 years	32/6	37/6	43/6	49/6	52/6	..	..	..
20 to 21 years	35/-	41/-	..	..	..	..	..	..

Thereafter, or on attaining the age of twenty-one years, not less than £3 2s. 6d. per week.

(b) A worker employed as a hand-washerwoman shall be paid a minimum wage of £3 7s. 6d. per week.

(c) A worker employed at hand-washing or hand-ironing three hours or more on any day shall be paid 1s. for such day in addition to the wage to which she is entitled under subclause (a) hereof.

(d) Sorter and Packers: Sorter and packers (male or female) shall receive 5s. per week above the foregoing rates.

(e) A "foreman" or "forewoman" shall be paid 10s. per week in addition to the wage to which he or she is entitled under subclause (a) hereof, except that this does not apply to the foreman dyer. "Foreman" or "forewoman" for the purposes of this agreement is a worker who is responsible for the work of the department and is in charge of three or more hands.

(f) A "casual" is a worker (other than a washerwoman engaged by the day) who is employed for less than a week. "Casuals" shall be paid a rate equal to one-third more than the appropriate weekly rate. A casual hand-washerwoman shall be paid 15s. per day.

Payment of Wages

5. All wages, including overtime, shall be paid weekly not later than Friday and prior to the ordinary hour of ceasing work.

Deduction from Wages

6. Except in the case of casuals, no deduction shall be made from the wages of any worker covered by this agreement except for time lost by such worker through sickness, accident, or default.

Termination of Engagement

7. Not less than one week's notice shall be given by either party of the termination of the engagement; but nothing in this clause shall affect the right of an employer to summarily dismiss any worker for good cause, or a worker to summarily leave for good cause.

Holidays

8. (a) The following shall be the recognized holidays: New Year's Day and the day following, Good Friday, Easter Monday, Anzac Day, Labour Day, Sovereign's Birthday, Christmas Day, and Boxing Day.

(b) Payment for the said holidays shall be made at the same rate as for an ordinary working-day 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.

(c) Any work done on Sundays or on any of the above-mentioned holidays shall be paid for at double time rates.

(d) Should any of the above holidays, except Anzac Day, fall on a Sunday, it shall be observed on the next succeeding day that is not a holiday or on a day to be mutually arranged between the union and the employer.

Annual Holidays

9. Annual holidays as provided under the Annual Holidays Act, 1944.

Proportion of Juniors

10. The proportion of juniors to adult workers shall be not more than one junior to each three or fraction of three adults. An employer if actively engaged in the business may be counted as an adult worker. For the purpose of this clause, an adult worker in the case of a male is one twenty-one years of age or over, and in the case of a female eighteen years of age or over.

General Conditions

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

(b) If any worker is required to work temporarily 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 such other department, provided such rate is not less than that prevailing in the worker's usual department.

(c) Where any worker is in receipt of a higher rate of wages than that provided in this agreement, such wages shall not be reduced so long as a worker continues in the same job.

(d) A rest-room shall be provided for women workers.

(e) Present practice relating to "smoke-oh" and tea intervals shall be continued during the currency of this agreement.

(f) Gum boots and aprons shall be provided where necessary.

(g) A satisfactory dining-room shall be provided where necessary.

(h) A suitable first-aid outfit shall be provided in a place convenient and accessible to the workers.

Disputes Committee

12. The essence of this agreement being that the work of the employer shall not on any account whatsoever be impeded but shall at all times proceed as if no dispute has arisen, it is provided that if any dispute shall arise between the parties bound by this agreement as to any matter whatsoever arising out of or in connection with this award or its interpretation and not specifically 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 if desired and mutually agreed upon by the representatives or, in default of agreement, to be appointed by the Court of Arbitration. Such committee shall be termed the "disputes committee" and shall be constituted within two months of the date of the making of this agreement, and within this time each side shall, through the appropriate channels, notify the other of the persons appointed to represent it on the committee. Meetings of this committee shall be held at Greymouth.

In the event of any member being unable to attend any meeting duly convened, he may nominate some other person to act as substitute for him at that meeting, or it shall be competent for either side by notification to the other in writing to change the personnel of its representatives at any time. It shall be incumbent upon both parties to this agreement to refer any matter in dispute to the committee, and either party shall give written notice and details of a dispute through its respective organization to all members of the committee, and a

majority vote of the committee shall decide whether a meeting shall be held and where. It shall be mandatory for the committee to meet within two months of date of notice of the dispute. The committee may either decide the matter in dispute or refer it to the Court of Arbitration or Industrial Magistrate's Court for a ruling.

The decision of the majority of the committee may be retrospective in effect and 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 decision of the disputes committee has been given. The decision of the disputes committee shall be carried out by either party, in the event of an appeal, until such time as the appeal is heard.

Right of Entry upon Premises

13. Every employer bound by this agreement 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.

Under-rate Workers

14. (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 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.

Workers to be Members of Union

15. It shall not be lawful for any employer bound by this agreement to employ or to continue to employ in any position or employment subject to this agreement any person who is not for the time being a member of an industrial union of workers bound by this agreement.

Term of Agreement

16. This agreement, in so far as it relates to wages, shall be deemed to have come into force on the 1st day of April, 1945, and so far as the other conditions of this agreement are concerned it shall come into force on the day of the date hereof; and this agreement shall continue in force until the 30th day of April, 1946.

Increase in Rates of Remuneration

17. All rates of remuneration, including time and piece wages and overtime and any other special payments, provided for in this agreement shall be increased to the extent and in the manner prescribed by the two general orders of the Court made under the Rates of Wages Emergency Regulations 1940 and dated the 9th August, 1940, and the 31st March, 1942, respectively.

EXPLANATORY NOTE.—(1) The general order of the 9th August, 1940, increased rates of remuneration determined by awards and industrial agreements and apprenticeship orders by an amount equal to 5 per cent. thereof.

(2) (a) The general order of the 31st March, 1942, further increased rates of remuneration determined by awards and industrial agreements and apprenticeship orders (inclusive of the 5 per cent. increase provided by the general order of the 9th August, 1940) by an amount equal to 5 per cent. thereof, but excluded from the increase such portion of the remuneration of each worker as exceeded—

- (i) The amount of £5 a week in the case of male workers twenty-one years of age and over;
- (ii) The amount of £2 10s. a week in the case of female workers twenty-one years of age and over;

(iii) The amount of £1 10s. a week in the case of male and female workers under twenty-one years of age; and

(iv) The amount of £1 10s. a week in the case of apprentices under apprenticeship orders.

(b) The increase in *rates of remuneration* provided by the order referred to in (a) hereof applied to the unexcluded portion of the *remuneration* of each worker, irrespective of his or her total weekly *remuneration*.

(3) The term "*rates of remuneration*" includes time and piece wages and overtime and any other special payments. The term "*remuneration*" means actual earnings, including time and piece wages and overtime and any other special payments.

18. This industrial agreement shall bind only the parties herein named.

The common seal of the Greymouth Laundry Workers' Industrial Union of Workers was affixed hereto in the presence of—

[L.S.]

H. MOAR, President.

F. L. TURLEY, Secretary.

Witness to the above signatures—S. Thompson.

Signed on behalf of the Westland Laundry, Ltd.—

W. E. J. STEER, Chairman of Directors.

A. F. CUNNINGHAM, Manager.

Witness to the above signatures—G. Sansom.