

**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 its amendments; and in the matter of an industrial dispute between the Northern District Laundries, Dyers, and Dry Cleaners' Employees' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Auckland Laundrymen, Dyers, and Dry Cleaners' Industrial Union of Employers, (Mr. J. E. Beachen, Secretary), 24 Custom Street, E., Auckland.

Acme Dry Cleaners, Frankton.

Ascot Dry Cleaners, Lorne Street, Auckland.

Auckland Laundry, Limited, Surrey Crescent, Auckland.

Auckland Vacuum Cleaning Company, Wellesley Street, Auckland.

Awanui Private Hospital, Brightside Road, Auckland.

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

British Laundry, Parnell, Auckland.

Cambridge Dry Cleaners, Cambridge.

Cambridge Steam Laundry, Cambridge, Learnington.

Conway Dry Cleaning Company, Whangarei.

Cooks Laundry, Aberdeen Road, Gisborne.

Coromandel Hospital Board, Coromandel.

Culpans Dry Cleaners, Parnell, Auckland.

Dargaville Laundry, Dargaville.

Days, J. L., Dry Cleaning, Kaikohe.

Diocesan High School, Epsom, Auckland.

Dyewell Proprietary, Greenlane, Auckland.

Farmers Trading Company, Limited, Hobson Street, Auckland.

Girls' High School, Whangarei.

Gisborne High School, Gisborne.

Grosvenor Laundry, Grosvenor Street, Grey Lynn, Auckland.

Hamilton Bagwash Laundry, Hamilton.

Hamilton Dry Cleaners, Frankton.

Hamilton High School, Hamilton.

Henry's Dry Cleaners, Newmarket, Auckland.

Ideal Laundry, James Street, Whangarei.

King's College, Otahuhu, Auckland.

Knox Home, Tamaki, Auckland.

Kings School, 100 Remuera Road, Auckland.

Laundry Services, 84 View Road, Mount Eden, Auckland.

Lynn Laces, New Lynn, Auckland.

Matamata Dry Cleaning, Matamata.

Mater Misericordiae Hospital, Mountain Road, Auckland.

Modern Dry Cleaning Company, Tauranga.

Modern Dry Cleaning Company, Thames.

Modern Dry Cleaning Company, Taumarunui.

Modern Dry Cleaning Company, Rotorua.

Marshall's Laundry, Tauranga.

Modern-way Dry Cleaners, Hamilton.

Modern-way Dry Cleaners, Whangarei.

Master Cleaners, Taumarunui.

Morrinsville Dry Cleaners, Morrinsville.

Matamata Dry Cleaners, Matamata.
 Moodys Dye Works, Crowhurst Street, Newmarket, Auckland.
 New Zealand Dry Cleaning Company, Limited, Auckland.
 Northern Laundry Company, Church Street, Devonport, Auckland.
 Northern-Wairoa Dry Cleaners, Dargaville.
 Northshore Dry Cleaners, Victoria Street, Devonport, Auckland.
 New Zealand Towel Supply and Tri-cleaners, Victoria Street, Auckland.
 Opotiki Dry Cleaners, Opotiki.
 Onehunga Dry Cleaners, Queen Street, Onehunga, Auckland.
 Otahuhu Dry Cleaners, Great South Road, Otahuhu, Auckland.
 Otorohanga Dry Cleaners, Otorohanga.
 Paeroa Dry Cleaners, Paeroa.
 Paramount Dry Cleaners, Wyndham Street, Auckland.
 Peats Dry Cleaners, New North Road, Auckland.
 Porters Dye Works, Market Road, Epsom, Auckland.
 Pukekohe Dyers and Dry Cleaners, King Street, Pukekohe.
 Purdys Dry Cleaners, Hamilton.
 Rotorua Electric Laundry, Rotorua.
 Select Dry Cleaners, Morrinsville.
 Snow White Laundry, Rotorua.
 St. Peter's College, Cambridge.
 St. Cuthbert's College, Epsom, Auckland.
 Sunshine Laundry, Newmarket, Auckland.
 Takapuna Dry Cleaners, Takapuna, Auckland.
 Taumarunui Hospital Board, Taumarunui.
 Tamaki Dry Cleaners, Maskell Street, St. Heliers Bay, Auckland.
 Te Aroha Dry Cleaners, Te Aroha.
 Tauranga Hospital Board, Tauranga.
 Thames Hospital Board, Thames.
 Thames Valley Laundry, Te Aroha.
Te Puke Dry Cleaners, Te Puke.
 United Dry Cleaners, Newmarket, Auckland.
 Valet Service, Tauranga.
 Valet Service, Rotorua.
 Waikato Dry Cleaners, Hamilton.
 Waikato Laundry Company, Hamilton.
 Waihi Dry Cleaning Company, Waihi.
 Whangarei Dry Cleaners, Whangarei.
 Whangarei Hospital Board, Whangarei.
 Wesley College, Paerata.
 Whangarei High School, Whangarei.
 Waikato Bagwash Company, Frankton.

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 on the 4th day of July, 1949, and shall continue in force until the 4th day of July, 1950, 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 1st day of July, 1949.

[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) Ordinary hours of work shall not exceed forty hours in any one week, and shall be worked on five days of the week, Monday to Friday, both days inclusive, between the hours of 8 a.m. and 5 p.m.

(b) 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.

Hours of Work (Depot Hands)

3. The ordinary hours of work for depot hands shall not exceed forty hours per week, to be worked on five days of the week, Monday to Friday, both days inclusive.

Wages

4. (a) The following shall be the minimum weekly rates of wages for male workers:—

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 ..	33/-	39/-	45/6	52/6	59/-	65/-	71/6	80/-	93/-	108/-
16 to 17 ..	39/-	45/6	52/6	59/-	65/-	71/6	80/-	93/-	108/-	..
17 to 18 ..	45/6	52/6	59/-	65/-	71/6	80/-	93/-	108/-	..	..
18 to 19 ..	56/-	62/6	69/-	77/-	89/-	108/-	..	..	..	..
19 to 20 ..	65/6	75/6	87/-	100/6	..	..	..	..	..	..
20 to 21 ..	84/6	99/-	..	..	..	..	..	..	..	..

Thereafter, the following rates:—

	Per Week.		
	£	s.	d.
Laundry workers	7	0	7
Dry-cleaners and carpet-cleaners ..	7	3	11
Dyers	7	3	11

(NOTE.—Attention is drawn to the provisions of the Minimum Wage Act, 1945.)

(b) The following shall be the minimum weekly rates of wages for female workers:—

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 ..	30/6	37/-	43/6	50/6	57/-	64/-	73/6
16 to 17 ..	33/6	40/-	47/6	53/6	63/6	71/6	..
17 to 18 ..	40/-	47/6	53/6	61/-	70/6	..	..
18 to 19 ..	45/6	52/6	60/-	69/-	..	..	..
19 to 20 ..	50/-	58/-	67/6	..	..	..	..
20 to 21 ..	56/-	66/6	..	..	..	..	..

Thereafter, or on attaining the age of twenty-one years, not less than £4 10s. 9d. per week.

(c) A worker employed as a hand-washerwoman shall be paid 5s. per week in addition to the wage to which she is entitled under subclause (b) of this clause.

(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 5s. 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 employed at sorting, packing, 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) of this clause.

(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 subclause (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 subclause (a) or (b) of this clause.

(k) The foreman dyer shall be paid a minimum wage of £8 10s. 2d. per week.

(l) Casual workers shall be paid one-third more than the weekly rates. A “casual worker” is one employed for less than one week.

(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 when workers have to handle materials which are septic, contagious, infectious, or unusually foul in character, the rates of wages during the time they are actually handling such materials shall be increased by 25 per cent.

(o) Female workers employed as spotters in dry-cleaning factories shall be paid 5s. per week in excess of the wages provided for in subclause (b) of this clause.

(p) An allowance of 3d. per hour shall be paid to male workers who are required to work in a temperature in excess of 110 degrees Fahrenheit, and the same allowance shall be paid to female workers when required to work in a temperature in excess of 105 degrees Fahrenheit.

Steaming-up Time

5. 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 19 (4) of the Factories Act, 1946.

Payment of Wages

6. Wages, including overtime, shall be paid weekly and in the employer's time, and not later than Thursday of each week, except when otherwise arranged between the employer and the secretary of the union.

Overtime

7. 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

8. (a) If overtime is worked after 5 p.m., then, unless notice is given on the previous day that overtime will be worked, the employer shall either provide the worker with a meal or pay the worker 2s. 6d. meal-money.

(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 2s. 6d. meal-money.

Deductions From Wages

9. 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

10. 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

11. 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: Provided that if any of the foregoing holidays, except Anzac Day, shall fall on a Saturday or Sunday, such holiday shall be observed on the next succeeding working day.

Work done on any of the above specified holidays shall be paid for at double time rates in addition to the ordinary weekly wages.

Annual Holidays

12. The provisions of the Annual Holidays Act, 1944, shall be deemed to be incorporated in this award and shall have effect according to their tenor.

Proportion

13. 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 "junior worker" is a worker who is under twenty-one years of age.

General Conditions

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

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

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

(d) Facilities shall be available to enable workers to heat food.

(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 washhouses, dye-houses, and dry-cleaning room shall be provided with a place in which to change 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 and afternoon.

(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) Female workers other than hand-washers shall not be employed in the washhouse; but this subclause shall not apply to the laundry departments in boarding-schools.

(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-washerwomen and/or starchers who hydro their own work, or to the laundry departments of boarding-schools where washing-machines or hydros of the domestic type are used.

(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.

(q) If in a factory in which one hundred or more workers are employed, one such worker who is the holder of a St. John current First Aid Certificate shall be paid an honorarium of not less than £5 per annum.

(r) A suitable first-aid kit shall be provided and maintained by the employer; such kit shall be placed in the charge of a responsible person and kept in a suitable place.

(s) Workers employed in laundries where articles are dried on lines in the open air shall be provided with suitable footwear and apparel for use in wet weather.

(t) Workers required to handle bloodstained material, or other foul materials shall be provided with overalls or smocks whilst so employed. The overalls or smocks shall be laundered by the employer without cost to the workers.

Special Conditions

15. The following special conditions shall apply to boarding-schools bound by this award:—

- (i) The sum of £1 2s. 6d. per week may be deducted from the wage of any worker who is provided with board and lodging.
- (ii) The sum of 1s. per meal, with a maximum of 10s. per week, may be deducted from the wage of any worker provided with breakfast, lunch, and/or dinner, but not lodging.

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 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.

(d) An employer shall, if requested by the secretary or authorized agent of the union, supply him with a list of the names of the members of his staff, such application to be made not more often than once each three months.

(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 wages, 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 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 district to which this award relates.

Scope of Award

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

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Term of Award

22. This award shall come into force on the 4th day of July, 1949, and shall continue in force until the 4th day of July, 1950.

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 1st day of July, 1949.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The matters referred to and settled by the Court related to wages (clause 4 (a) and (b)), overtime, holidays, and general conditions (clause 14 (t)).

In other respects, the award incorporates the terms of the memorandum of partial settlement arrived at in Conciliation Council.

A. TYNDALL, Judge.
