

**WESTLAND LAUNDRY WORKERS, DYERS, AND  
DRY-CLEANERS—AWARD**

In the Court of Arbitration of New Zealand, Westland 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 Greymouth Laundry Workers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned company (hereinafter called "the employers") :—

Westland Laundry, Limited, Greymouth.

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 3rd day of March, 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 3rd day of August, 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*

2. (a) The ordinary hours of work 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., except on the first working-day of each week or on the day immediately preceding the Christmas, New Year, or Easter holidays when the hours may be worked between 8 a.m. and 6 p.m. On Fridays the finishing-hour for packers may be 6 p.m.

(b) Any of the foregoing provisions as to hours of work may be varied by mutual arrangement between the employer and the union.

##### *Overtime*

3. Any time worked outside or in excess of the hours set out in clause 2 hereof shall be calculated daily, and shall be paid at the rate of time and a half for the first three hours and at double time thereafter. 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 exceeding half an hour and up to one hour shall count as one hour in the computation of overtime.

##### *Meal-money*

4. The employer shall allow meal-money at the rate of 2s. 6d. per meal when workers are called upon to work overtime after 6 p.m., unless the employer gives such workers twenty-four hours' notice of such overtime or such workers can

reasonably get home for a meal and return to work in one hour or such time as may be agreed upon between the union and the employer, in which case the meal allowance need not be paid.

### Wages

5. (a) (i) From the 4th March, 1949, to the 31st May, 1949, the following shall be the minimum weekly rates 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 ..	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, the following rates:—

	Per Week.
	£ s. d.
Laundry workers .. ..	6 17 6
Dry-cleaners and carpet-cleaners ..	6 17 6
Dyers .. ..	6 17 6
Foreman dyer .. ..	7 18 6

(ii) On and from the 1st June, 1949, the following shall be the minimum weekly rates 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
Foreman dyer .. ..	8 11 10

(b) (i) From the 4th March, 1949, to the 31st May, 1949, the following shall be the minimum weekly rates 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/-	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/-	58/6	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.

(ii) On and from the 1st June, 1949, the following shall be the minimum weekly rates 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 a minimum wage of £4 8s. 5d. per week from the 4th March, 1949, to the 31st May, 1949, and £4 15s. 9d. per week on and from the 1st June, 1949.

(d) Sorter and Packers: Sorter and packers (male and 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 subclauses (a) or (b) hereof, except that this does not apply to the foreman dyer. "Foreman" or "forewoman" for the purposes of this award 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 19s. 3d. per day from the 4th March, 1949, to the 31st May, 1949, and 20s. 3d. per day on and from the 1st June, 1949.

#### *Payment of Wages*

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

#### *Deduction From Wages*

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

#### *Termination of Engagement*

8. 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*

9. (a) The following shall be the recognized holidays: New Year's Day and the day following, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, 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 Saturday or 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*

10. Annual holidays shall be allowed in accordance with the provisions of the Annual Holidays Act, 1944.

*Proportion of Juniors*

11. 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*

12. (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 award, 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 award.

(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*

13. The essence of this award 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 had arisen, it is provided that if any dispute shall arise between the parties bound by this award as to any matter whatsoever arising out of or in connection with this award or its interpretation 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 desired and mutually agreed upon by the repre-

sentatives 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 award, 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 award 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 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*

• 14. 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.

#### *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 in 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*

16. (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 person who is not for the time being a member of an industrial union of workers bound by this award.

(b) By arrangement with the union, the employer shall deduct union dues from the wages of workers.

#### *Cycle Stand*

17. A suitable cycle stand shall be provided for all employees using cycles; such stand shall afford protection for all cycles from the weather.



*Application of Award*

18. 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*

19. This award shall operate throughout the Westland Industrial District.

*Term of Award*

20. This award, in so far as it relates to wages, shall be deemed to have come into force on the 4th day of March, 1949, 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 3rd day of March, 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 3rd day of August, 1949.

[L.S.]

A. TYNDALL, Judge.

## MEMORANDUM

In the terms of settlement forwarded to the Court the assessors recorded the following statement:—

“In the event of the Court granting an increase under the Economic Stabilization Emergency Regulations in respect of the application now before the Court, such increase shall apply to this award, but so that such increase shall not be less than the rates fixed under the Otago and Southland Laundry-workers, Dyers, and Dry-cleaners’ award, dated October, 19th 1948.”

In making the award, therefore, the Court has fixed two sets of rates of wages, one incorporating the rates agreed upon in Conciliation Council to operate from the 4th March, 1949, and the other to give effect to the Court’s pronouncement of the 12th April, 1949, and to operate from the 1st June, 1949. The latter set of rates correspond with the rates prescribed in the amendment which has been made to the Otago and Southland Laundry Workers, Dyers, and Dry-cleaners’ award.

A. TYNDALL, Judge.