

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 1954; 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 under-mentioned union, persons, firms, and companies (hereinafter called “the employers”):

Acme Dry Cleaning Co. Ltd., 35 Commerce Street, Frankton.
Active Drycleaners (Papatoetoe) Ltd., 16 East Tamaki Road, Papatoetoe.
Active Drycleaners Ltd., 91 Queens Road, Panmure.
Auckland Grammar Schools Board, 41 Shortland Street, Auckland.
Auckland Laundry and Drycleaners Ltd., 70 Surrey Crescent, Grey Lynn.
Auckland Laundrymen, Dyers, and Dry Cleaners Industrial Union of Employers, 24 Customs Street East, Auckland (J. E. Beachen, Secretary.)
Auckland Vacuum Cleaning Co. Ltd., 46 Wellesley Street West, Auckland.
Automatic Laundrette Ltd., 409 Parnell Road, Parnell.
Avon Dry Cleaning and Pressing Service, 35 Great North Road, Grey Lynn.
Balmoral Dry Cleaners, 6 Variety Lane, Balmoral.
Bayers Laundry, 50 Durham Street, Tauranga.
Birkenhead Dry Cleaners, Commerce Street, Birkenhead.
British Laundry Co. Ltd., 259 Parnell Road, Parnell.
Cambridge Dry Cleaners, Duke Street, Cambridge.
City Dyers and Cleaners Ltd., 21 View Road, Mt. Eden.
Classic Dry Cleaners, 473 Manukau Road, Epsom.
Commercial Dyers Ltd., 70 Surrey Crescent, Grey Lynn.
Community Laundrettes Ltd., 85 Ponsonby Road, Ponsonby.
Cook's Gisborne Laundry, 277 Aberdeen Road, Gisborne.
Craig's Dry Cleaners, 109 Oakdale Road, Mt. Roskill.
Dargaville Dry Cleaners and Dyers Ltd., Normanby Street, Dargaville.
Davies Dry Cleaners, Maunganui Road, Mt. Maunganui.
Delta Dry Cleaners, Durham Street, Ngaruawahia.
Eastern Suburbs Dry Cleaning Service, 136 Grey Street, Hamilton East.
Epsom Dry Cleaners Ltd., 159 Manukau Road, Epsom.
Epsom Pressing Service Ltd., 165 Sandringham Road, Sandringham.
Farmers' Trading Co. Ltd., Hobson Street, Auckland.
Feder's Laundry, 29 Ponsonby Road, Ponsonby.
Fifty Nine Minute Dry Cleaners, 10 Pitt Street, Auckland.
Findlays Dry Cleaners, King Street, Pukekohe.
Gisborne High School Board, P.O. Box 293, Gisborne.
Grosvenor Laundry Ltd., 3 Grosvenor Street, Grey Lynn.
Heales Dry Cleaners, 324 Aberdeen Road, Gisborne.
Hamilton Dry Cleaners Ltd., corner of Kilarny Road and Ellis Street, Frankton.
Hamilton High School Board, Hardley's Building, 184 Victoria Street, Hamilton.
Hamilton Laundry Co. Ltd., Lincoln Street, Frankton.
Henry's Dyers and Drycleaners Ltd., Broadway, Newmarket.
Huntly Dry Cleaning Co. Ltd., 139 Main Street, Huntly.

Ideal Laundry (Northland) Ltd., 38 James Street, Whangarei.
 Jack's Dry Cleaners, 98 Victoria Street West, Auckland.
 Kaikohe Dry Cleaners, Lower Broadway, Kaikohe.
 Kamo Dry Cleaners, 170 Bay of Islands Road, Kamo.
 Kawerau Dry Cleaners Ltd., Islington Street, Kawerau.
 Kings College, Middlemore, Otahuhu.
 Kings Country Laundry Ltd., P.O. Box 16, Manunui, Taumarunui.
 Kings School, 258 Remuera Road, Auckland.
 Knights Dry Cleaners, Main Street, Putaruru.
 Kopeo Dry Cleaners, Victoria Street, Whakatane.
 Laundramat (Rotorua), Tutanekai Street, Rotorua.
 Laundry Specialists Ltd., 10 Princes Street, Onehunga.
 Lawrence's Dry Cleaners, 279 Gladstone Road, Gisborne.
 Masons Dry Cleaners, 16 Arawata Street, Te Awamutu.
 Master Kleaners and Dyers, Golf Road, Taumarunui.
 Matamata Dry Cleaning Co. Ltd., Broadway, Matamata.
 Mater Misericordiae Hospital, Mountain Road, Epsom.
 Manurewa Dry Cleaners, 202 Great South Road, Manurewa.
 Modern Dry Cleaners, Pollen Street, Thames.
 Modern Dry Cleaners and Dyers, 22A Devonport Road, Tauranga.
 Modern Dry Cleaners, Golf Road, Taumarunui.
 Modern Dry Cleaners (Te Puke) Ltd., Jocelyn Street, Te Puke.
 Modern Drycleaners (Rotorua) Ltd., 64 Pukuatua Street, Rotorua.
 Modern Way Drycleaning Service, 173 Upper Bank Street, Whangarei.
 Modern Way Dry Cleaning Service, 257 Gladstone Road, Gisborne.
 Mount Albert Dry Cleaners, 970 New North Road, Mount Albert.
 New Lock Dry Cleaners, 39 Ponsonby Road, Ponsonby.
 New Lynn Dry Cleaners and Pressers, 14 Totara Avenue, New Lynn.
 New Zealand Drycleaners and Dyers Ltd., Howe Street, Newton.
 New Zealand Drycleaners Northshore Ltd., 59 Victoria Road, Devonport.
 New Zealand Foundation for the Blind, 545 Parnell Road, Newmarket.
 New Zealand Towel Supply and Laundry Ltd., 67 Victoria Street West, Auckland.
 Northern Dry Cleaners, Commerce Street, Kaitia.
 Northern Laundry Ltd., 47 Church Street, Devonport.
 Northland College Kaikohe, P.O. Box 47, Kaikohe.
 Nu Way Dry Cleaners Ltd., 132 Main Street, Huntly.
 Omega Dry Cleaners and Dyers (1970) Ltd., 258 Queen Street, Onehunga.
 Otahuhu Drycleaning Co. Ltd., 274 Great South Road, Otahuhu.
 Otara Dry Cleaners Ltd., 547 Great South Road, Otahuhu.
 Otorohanga Dry Cleaners, 31 Maniapoto Street, Otorohanga.
 Opotiki Dry Cleaners and Dyers, Church Street, Opotiki.
 Paeroa Dry Cleaners, 44 Belmont Road, Paeroa.
 Papakura Drycleaning Co. Ltd., Youngs Road, Papakura.
 Paramount Dry Cleaners, Maunganui Road, Mount Maunganui.
 Parnell Dry Cleaners, 385 Parnell Road, Parnell.
 Peats (Papakura) Ltd., Broadway, Papakura.
 Perth Dry Cleaning Co., 271A Ponsonby Road, Ponsonby.
 Pressto Dry Cleaners, 62 Jervois Road, Ponsonby.
 Pukekohe Dyers and Dry Cleaners, King Street, Pukekohe.
 Purdys Dry Cleaners Ltd., 407 Victoria Street, Hamilton.
 Putaruru Dry Cleaners Ltd., Kensington Street, Putaruru.
 "Ray-clean" Dry Cleaners, Warspite Street, Auckland.
 Rewa Dry Cleaners, Tongariro Street, Taupo.
 Richmond Dry Cleaners, 98 Richmond Road, Ponsonby.
 Riverside Dry Cleaners, 25 Campbell Street, Leamington, Cambridge.
 Rotorua Steam Laundry, 47 James Street, Rotorua.
 Select Dry Cleaners, Thames Street, Morrinsville.
 St. Cuthbert's College Education Trust Board, Market Road, Auckland.
 St. Peter's School, Cambridge.
 St. Kentigern College, Pakuranga.
 Smart Dry Cleaners, 572 Richmond Road, Grey Lynn.
 St. Stephen's School, Bombay.
 Smarten Up Dry Cleaners Ltd., 1A Hayr Road, Mount Roskill.
 Snow White Laundry, McAllister Street, Whakatane.
 Speedy Dry Cleaners, 53 Rosebank Road, Avondale.
 Spencer Dry Cleaners (A. J. Colley Ltd.), 371 Victoria Street, Hamilton.
 Spencer Dry Cleaners (Northern Dry Cleaners), Whangarei.
 Spic and Span Dry Cleaners and Dyers, Awaroa Road, Helensville.

Spruce Dry Cleaners (R. S. Savage and Co. Ltd.), Amohau Street, Rotorua.
 Stitch In Time, 357 Queen Street, Auckland.
 Superior Pressing and Dry Cleaning Co. Ltd., 189 Symonds Street, Auckland.
 Swift Dry Cleaners Ltd., 123 Fanshawe Street, Auckland.
 Swift Dry Cleaners (Tokoroa) Ltd., Mannering Street, Tokoroa.
 Swift Lee Ltd., 27 Sloane Street, Te Awamutu.
 Takapuna Dry Cleaning Co. Ltd., 2 Northcroft Street, Takapuna.
 Tamaki Dry Cleaners and Laundry Co. Ltd., 19 Maskell Street, St. Heliers.
 Taupo Dry Cleaners Ltd., corner of Ruapehu and Horomatangi Streets, Taupo.
 Taupo Laundry, Ruapehu Street, Taupo.
 Tauranga Dry Cleaners, 275 Cameron Road South, Tauranga.
 Te Aroha Dry Cleaners, Whitaker Street, Te Aroha.
 Te Atatu Dry Cleaners, Te Atatu Road, Te Atatu.
 Thames Valley Laundry and Bagwash, Honi Street, Te Aroha.
 Tokoroa Dry Cleaners Ltd., Leith Place, Tokoroa.
 Tui Dry Cleaners Ltd., 27 Spring Street, Tauranga.
 Tui Laundry Ltd., Judea, Tauranga.
 United Dry Cleaners and Laundry Ltd., 340 Sandringham Road, Sandringham.
 Valet Dry Cleaners (Frankton), 218 Commerce Street, Frankton.
 Valet Service Ltd. (Rotorua), 81 Amohau Street, Rotorua.
 Valet Service Ltd. (Tauranga), 19 Devonport Road, Tauranga.
 Velva Dry Cleaners Ltd., 146 Ponsonby Road, Ponsonby.
 Waihi Dry Cleaning Co., Seddon Street, Waihi.
 Waikato Dry Cleaners Ltd., 49 Kent Street, Frankton.
 Waikato Laundry Ltd., 37 Kent Street, Frankton.
 Wesley College, P.O. Box 58, Pukekohe.
 Whakatane Dry Cleaners, 48 The Strand, Whakatane.
 Whangarei Dry Cleaning Co. Ltd., James Street, Whangarei.
 Whangarei High School Board, P.O. Box 185, 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 28th day of February 1963 and thereafter as provided by section 152 of the Industrial Conciliation and Arbitration Act 1954.

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 31st day of August 1961.

[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 40 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. (a) The ordinary hours of work for depot hands shall not exceed 40 per week to be worked on five days of the week, Monday to Friday, both days inclusive, and shall be worked between the hours of 8 a.m. and 5.30 p.m. on four days of the week and between 8 a.m. and 9 p.m. on the day of the late night.

(b) No worker shall be employed for more than five hours continuously without an interval of at least three-quarters of an hour for a meal.

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 ..	67/-	76/3	86/9	97/3	109/3	118/6	129/-	142/9	163/9	187/-
16 to 17 ..	76/3	86/9	97/3	109/3	118/6	129/-	142/9	163/9	187/-	..
17 to 18 ..	86/9	97/3	109/3	118/6	129/-	142/9	163/9	187/-	..	..
18 to 19 ..	103/6	113/6	125/3	137/9	157/6	187/-	..	..	..	..
19 to 20 ..	119/9	135/3	154/6	175/3	..	..	..	..	..	..
20 to 21 ..	150/-	173/6	..	..	..	..	..	..	..	..

Thereafter the following rates:

	Per Week		
	£	s.	d.
Laundry workers	11	16	6
Dry-cleaners and carpet-cleaners	12	2	6
Dyers	12	2	6
Foreman dyer	14	8	0

(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	61/-	72/6	83/-	94/9	106/-	117/-	132/6
16 to 17	67/-	77/6	90/-	99/9	116/6	129/6	..
17 to 18	77/6	90/-	99/9	112/9	127/9	..	..
18 to 19	86/3	98/-	110/3	125/9	..	..	..
19 to 20	95/-	107/3	123/6	..	..	..	..
20 to 21	104/3	121/-	..	..	..	..	..

Thereafter, or on attaining the age of 21 years, not less than £8 2s. per week.

(c) A worker employed as a hand-washerwoman shall be paid 7s. 2d. 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 9s. 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 7s. 2d. 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 7s. 2d. 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 7s. 2d. 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 7s. 2d. 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 14s. 4d. 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 7s. 2d. per week in addition to the wage to which he or she is entitled under subclause (a) or (b) of this clause.

(k) A male worker required to attend to the boiler shall be paid 14s. 4d. per week in addition to the wage to which he is entitled under subclause (a) of this clause.

(l) Where workers are required to handle material septic, contagious, infectious, or unusually foul, prior to washing or cleaning, they shall be paid 2s. 10d. extra per day or part of a day while so employed.

(m) Female workers employed as spotters in dry-cleaning factories shall be paid 7s. 2d. per week in excess of the wages provided for in subclause (b) of this clause.

(n) An allowance of 3½d. per hour shall be paid to male workers who are required to work in a temperature in excess of 100 degrees Fahrenheit, and the same allowance shall be paid to female workers when required to work in a temperature in excess of 95 degrees Fahrenheit.

(o) In a depot where one or more workers are employed one shall be classified as "worker in charge of depot" and shall be paid 7s. 2d. per week in addition to the wage to which she is entitled under subclauses (b) and (d) of this clause.

(p) The female worker in the laundry department of a boarding school required to operate a washing machine and/or hydros as provided for in subclause (1) of clause 16 shall receive 7s. 2d. per week in addition to the wage to which she is entitled to under subclause (b) of this clause.

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 (3) of the Factories Act 1946.

Casual Workers

6. (a) Casual workers shall be paid *pro rata* on the basis of the weekly wages provided herein plus 33¼ per cent, and all casual workers employed under this clause shall be paid for a minimum of four hours.

(b) A worker shall be deemed to be employed as a "casual worker" under this clause if his or her engagement is for a period of less than five days or if for any reason, other than misconduct or other good cause, the employment is terminated by the employer within five days of its commencement.

Part-time Workers

7. (a) Part-time workers may be employed under the terms of this award and subject to the written consent of the union being obtained. Part-time workers are workers regularly employed for less than 40 hours per week.

(b) Part-time workers shall be paid *pro rata* on the basis of the weekly wage provided herein, plus one-twentieth. The hours of employment of part-time workers shall be continuous except for a meal interval not exceeding one hour.

(c) Unless the hours of employment of part-time workers are limited to the hours set out in the written consent of the union, such workers shall be entitled to the full wages specified in clause 4 hereof.

Payment of Wages

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

(b) The employer shall supply to all workers, when being paid, a statement detailing wages, overtime, and all deductions from the workers' wages.

(c) Where a holiday falls on a Thursday or Friday payment of wages shall be made not later than the Wednesday of that week.

Overtime

9. All time worked outside 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

10. (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 5s. 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 5s. meal-money.

Deductions from Wages

11. 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

12. Not less than 72 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

13. (a) The following shall be recognised 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.

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

(c) For work done on Sunday, double time rates shall be paid.

(d) Payment for annual holidays and holidays under this clause shall include all payments under clause 4 of this award, except subclauses (1) and (n).

(e) Payment of wages for holidays set out in subclause (a) of this clause shall be made to all workers who have been employed at work any time during the fortnight ending on the day on which the holiday occurs.

Annual Holidays

14. (a) 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.

(b) Upon completion of 10 years' continuous service with the same employer a worker shall be granted in respect of the tenth and each further year of service with that employer an annual holiday of three weeks instead of two weeks.

(c) Not less than 21 days' notice of the date on which the holidays will commence shall be given to each worker.

Proportion

15. 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 21 years of age.

General Conditions

16. (a) No person under the age of 16 years shall be employed on any machine.

(b) Gumboots or clogs and waterproof aprons shall be provided as required for workers in washhouse and dye-house.

(c) A satisfactory dining-room shall be provided in all laundries, dyeing, and dry-cleaning establishments equipped with seats and tables, and kept so furnished and equipped in order to ensure that meals may be taken with reasonable comfort and security, and the dining-room shall not be used for the storage of materials, goods, or clothing.

(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). Adequate and suitable facilities for washing which shall include soap and clean towels shall be provided for all workers.

(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 10 minutes for tea or smoko shall be allowed in the employer's time each morning and afternoon. Facilities for boiling water shall be provided.

(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 wash-house; 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 not in excess of 20 cu. ft. capacity or hydros not in excess of 10 cu. ft. capacity 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) Depot hands shall be provided with wash-hand basins, and also heating apparatus in winter.

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

(p) If in a factory in which 100 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 15s. per annum.

(q) 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.

(r) 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 or where ground is in a muddy or wet condition.

(s) In all laundries where articles are dried on lines in the open air, trollies with fixed baskets shall be provided for conveying articles. These shall be of such design that there will be a minimum of effort on the part of the worker in pushing or pulling them.

(t) Overalls for male workers and smocks for female workers shall be supplied by the employer and shall be laundered at the expense of the employer. The overalls and smocks shall remain the property of the employer. An employer may make an allowance to a worker of the sum of 1s. 3d. each week in lieu of providing smocks or overalls. In the event of the employer making such an allowance the smocks or overalls used by the worker shall be laundered at the employer's expense.

Special Conditions

17. 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

18. Any dispute in connection with any matter not specifically 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 14 days after such decision shall have been communicated to the party desiring to appeal.

Right of Entry Upon Premises

19. Every employer bound by this award shall permit the secretary or other authorised 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

20. (a) Subject to the provisions of sections 174 (5) and 175 of the Industrial Conciliation and Arbitration Act 1954, 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 18 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 21 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 to do so by the secretary of the union, furnish him with a return setting out the names of all workers in his employ who are deemed to be adults under this clause, but not more often than once every three months.

(NOTE—Attention is drawn to section 174 (3) of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.)

Under-rate Workers

21. (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 14 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

22. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every 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

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

Term of Award

24. This award, in so far as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the 19th day of July 1961, and so far as all other provisions of the award are concerned, it shall come into force on the day of the date hereof; and this award shall continue in force until the 28th day of February 1963.

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 31st day of August 1961.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The matters settled by the Court related to wages (clause 4 (a) and (b)), claim for additional payment for female workers in the dyeing business, part-time workers (clause 7), payment of wages (clause 8 (c)), employers' counter proposal for computation of overtime on a daily basis, termination of employment (clause 12), holidays (clause 13 (a)), annual holidays (clause 14 (b)), overalls and smocks (clause 16 (t)), and term of award, including the operative date of provisions relating to wages.

A. TYNDALL, Judge.
