

AUCKLAND, WAIKATO, COOK, NORTHLAND, TAURANGA, TAUMARUNUI,
THAMES, OPOTIKI AND BAY OF PLENTY HOSPITAL BOARDS' LAUNDRY
EMPLOYEES—INDUSTRIAL AGREEMENT

[Filed in the Office of the Clerk of Awards, Auckland]

THIS Industrial Agreement, made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 9th day of November 1961, between the Northern District Laundries, Dyers and Dry-cleaners Employees' Industrial Union of Workers (hereinafter referred to as "the union") and the Auckland Hospital Board (hereinafter referred to as "the employer") and others listed, witnesseth that it is hereby mutually agreed and declared between the union and the employer as follows:

That, as between the parties hereto, the terms, conditions and provisions herein contained shall be binding on the said parties, and the said terms, conditions and provisions shall be deemed to form part of this agreement; and, further the said parties shall respectively observe every matter and thing by this agreement 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 agreement.

Scope of Agreement

1. This agreement applies to laundry workers actually employed in laundries controlled by the Auckland, the Waikato, the Cook, the Northland, the Tauranga, the Taumarunui, the Thames, the Bay of Plenty and the Opotiki Hospital Boards in respect of laundry work up to the point when the goods laundered are ready for distribution.

Hours of Work

2. (a) The ordinary hours of work for employees shall not exceed 40 per week and shall be worked on five days of the week, Mondays to Fridays, both days inclusive.

(b) Hours of work shall be between 8 a.m., and 5 p.m., Mondays to Fridays inclusive.

(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) An interval of 10 minutes for tea shall be allowed in the employers' time each morning and afternoon.

(e) If occasion should arise when it may be required to carry out work outside the hours provided in sub-clause (a) this shall be arranged by mutual agreement between the employer and the union.

Shift Work

3. (a) While the working of shifts is necessary the following conditions shall apply. Two shifts shall be worked daily—one from 7 a.m., to 3 p.m., and the other from 3 p.m., to 11 p.m.

(b) When shifts are being worked each worker shall receive in addition to the wages prescribed by this agreement the sum of four shillings and fourpence (4s. 4d.) per shift for each shift worked.

Wages

4. (a) (i) The following shall be the minimum weekly wage for male workers—£12 17s. 6d.

(ii) A washhouse man, who has completed an approved course of training to the satisfaction of the employing board shall receive 7s. 6d. per week in addition to the rate provided in sub-clause (i).

(b) The following shall be the minimum weekly wage for female workers—£9 1s. 8d.

(c) Every employee after one year of continuous service will be entitled to an increase of 3s. 4d. per week in addition to the rates provided herein.

(d) A worker employed as a hand washerwoman, or at hand ironing or as a shirt and collar machinist shall be paid 7s. per week in addition to the wage to which she is entitled under sub-clause (b) of this clause.

(e) A worker when employed to operate a single press shall be paid 3s. 6d. per week in addition to the wage to which she is entitled under sub-clause (b) of this clause. A worker when employed to operate a twin and/or two presses shall be paid 7s. per week in addition to the wage to which she is entitled under sub-clause (b) of this clause. (Shirt and handkerchief machines are not presses within the meaning of this clause.)

(f) A female worker operating light tumbler of the Tullis or Horscroft type shall be paid 3s. 6d. in addition to the wage provided for in sub-clause (b) of this clause.

(g) Any worker (male or female) employed at sorting, marking, and/or checking shall receive 7s. per week, in addition to the wage to which he or she is entitled under sub-clause (a), or (b) of this clause.

(h) A general foreman or forewoman who has supervision over all operations of a laundry shall receive the following additional payments:

Up to 10 workers 17s. 6d. per week;

Over 10 workers 35s. per week, in excess of the rate paid to the highest paid worker excepting payments under sub-clauses (a) (ii) and (l) of this clause.

Provided that, in respect of the Auckland Hospital Board's Laundry the Board may, if it considers the experience and qualification of a shift foreman warrants it, increase this amount up to 50s. per week.

In each laundry there shall be the following departments—A. washhouse, B. mangleroom and presses etc.

A worker shall be in charge of each department and shall be known as a charge hand and shall be paid as follows: under four workers 7s. per week; over four workers 14s. per week, in excess of the rate paid to the highest paid worker under his or her supervision excepting payments under sub-clause (a) (i) and (l).

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

(j) *Part-time workers*—

(a) Part-time workers may be employed under the terms of this agreement 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.

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

(l) Workers required to handle material septic, contagious, infectious or unusually foul prior to washing shall be paid 3s. per day in addition to that which he or she is entitled under sub-clause (a) or (b) of this clause.

(m) A worker who is required to do work of a higher grade for four or more hours in any one week shall be paid higher-grade rates for such number of hours up to 20 hours. Should such employee work for more than 20 hours, he or she shall then be deemed to be substantially employed as a higher-grade worker and shall receive payment at the higher rate for 40 hours.

Sick Leave

5. After six months' continuous service with the same employer, a worker shall be entitled to leave on pay for up to two weeks of sickness in each complete year of service; Provided that after the first year of employment sick leave shall accumulate at the rate of two weeks for each complete year of continuous service, with a total entitlement of 52 weeks over the whole period of employment. The employer may require a medical certificate as proof of illness in all cases but a medical certificate must be produced if the period of sickness extends beyond three working days. Workers when absent through sickness shall notify the employer, either by messenger, letter or telephone, as soon as they are aware of their inability to present themselves for duty.

Medical Treatment

6. Every worker after three months' continuous service shall be entitled to free medical or surgical treatment for a period not exceeding three months as an in-patient or an out-patient of the Board's institutions.

Payment of Wages

7. All wages, including overtime, shall be paid weekly or at such time as may be agreed upon between the employer and the secretary of the union, in the employer's time, and not later than Thursday of the week in which payment is made.

Where a holiday as provided for in sub-clause 12 (b) falls on a Thursday or Friday, wages shall be paid not later than Wednesday of that week.

Overtime

8. All time worked outside of or 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 purposes 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. The employer shall either provide a substantial meal or pay 5s. meal money when a worker is required to work after 6 p.m., or in the case of shift workers earlier than three hours before the normal starting time, or three hours beyond the normal finishing time.

Termination of Employment

10. One week's notice shall be given by either party of the termination of employment, but nothing in this clause shall prevent an employer from summarily dismissing any worker for misconduct.

Terms of Engagement

11. Engagement shall be deemed a weekly engagement, and no deduction shall be made therefrom except for time lost by the worker through sickness, accident, or default.

Holidays

12. (a) A worker who has had 12 months' continuous service with the same employer shall be allowed an annual holiday of two weeks on pay, and for the tenth and subsequent years of service he shall be allowed three weeks. If a worker's engagement is terminated before the completion of 12 months' service he shall be paid a proportionate amount of holiday pay.

(b) The worker shall be entitled to the following holidays—namely, New Year's Day and the day following, Anniversary Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Boxing Day and Christmas Day. In the event of the above mentioned holidays falling on a Saturday or Sunday, except Anzac Day, the next succeeding working days shall be observed.

(c) Work done on any of the specified holidays mentioned in sub-clause (b) hereof shall be paid for at double time rates in addition to the ordinary week's wages.

(d) Where a worker is required to work on Sunday he shall be paid for such time worked at double time rates in addition to an ordinary day's pay.

(e) Payment of wages for holidays set out in sub-clause (b) hereof shall be made to all persons who have been employed in the employer's laundries at any time during the fortnight ending on the day on which the holiday occurs.

(f) Payment for annual holidays and holidays under sub-clause (b) hereof shall include all payments under sub-clause (b) of clause 3 and clause 4 excepting sub-clause (1) of clause 4.

(g) Not less than 28 days' notice of the date on which the annual holidays will commence shall be given to each worker.

(h) A worker who has been certificated as fit to resume work on any of the holidays provided in sub-clause (b) hereof following sick leave or absence because of an accident and who reports for duty on the working day immediately following such holiday shall be paid for such holiday.

General Conditions

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

(b) Gum boots or clogs and waterproof aprons shall be provided for washhouse workers.

(c) A satisfactory dining room shall be provided for all workers.

(d) Suitable facilities shall be provided for changing clothes for male and female workers, such facilities to include locking cupboards and hand basins with hot and cold running water and showers. The staff shall be required to use same. Soap and towels shall be provided by the employer.

(e) Suitable cloak and toilet accommodation shall be provided separate for male and female workers within the place of works.

(f) Females other than hand-washers, shall not be employed in the washhouse.

(g) Female workers shall not be employed on washing machines (other than those of the domestic type), hydros or tumblers, except tumblers of the Haubach type of light tumbler but this sub-clause shall not apply to hand washerwomen and/or starchers who hydro their own work.

(h) The wages of any worker who is in receipt of a higher rate than that provided in this agreement shall not be reduced.

(i) The provisions of the safety and health sections of the Factories Act 1946, shall be deemed to be incorporated in this agreement.

(j) A rest room shall be provided for female workers (separate from the dining room).

(k) Overalls and smocks shall be provided to all workers by the employer and these shall be kept in a clean state and be laundered by the employer. These to remain the property of the employer.

(l) Workers where articles are dried on lines in the open air shall be supplied with oilskins, cap and gum boots for use in bad weather.

Right of Entry Upon Premises

14. Under this agreement the employer shall permit the secretary or other authorised officer of the union to enter at all reasonable times for the purpose of interviewing employees at their place of employment, on any one day in each week, at a suitable time to be arranged between the employer and the secretary of the union.

Matters Not Provided For

15. Any dispute in connection with any matter not provided for in this agreement shall be referred to a committee composed of two representatives of the employer, and two representatives of the union, with the local Conciliation Commissioner as chairman. The decision of the majority of the committee shall be binding on both parties.

Workers to be Members of the Union

16. (a) It shall not be lawful for the employer bound by this agreement to employ or continue to employ in any position or employment subject to this agreement any adult person who is not for the time being a member of the Northern District Laundries Dyers and Dry Cleaners Employees Industrial Union of Workers.

(b) For the purpose of sub-clause (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 agreement for workers of the age of 21 years and upwards, shall be deemed to be an adult.

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

(c) Employers shall, if requested by the secretary or authorised agent of the union, supply him with a list of the names of members of the staff, such application to be made not more often than once every three months.

Under-rate Workers

17. (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, or 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 the

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 Agreement

18. This agreement shall apply only to the parties named herein.

Term of Agreement

19. This agreement, in so far as it relates to wages, shall be deemed to have come into force on the 19th day of July 1961, and so far as the other conditions are concerned, it shall come into force on the 9th day of November 1961, and shall remain in force until the 9th day of November 1962.

Signed on behalf of the Northern District Laundries', Dyers' and Dry-cleaners' Employees Industrial Union of Workers:

H. ROBERTSON, President.
H. F. CALLAGHER, Secretary.

The Auckland, Waikato, Cook, Northland, Tauranga, Taumarunui, Thames, Opotiki, and Bay of Plenty Hospital Boards:

G. F. BARTLEY, Assessor.
H. H. BUSWELL, Assessor.
