
CANTERBURY LAUNDRY-RECEIVING DEPOT HANDS (FEMALE)—AWARD

In the Court of Arbitration of New Zealand, Canterbury Industrial District—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the Canterbury Clerks Cashiers and Office Employees Industrial Union of Workers (hereinafter called “the union”) and the under-mentioned firms and companies (hereinafter called “the employers”):

Cloustons Dry Cleaners Ltd., Christchurch.

Gem Dry Cleaners, Christchurch.

Greens Dry Cleaners, Christchurch.

Kiwi Dry Cleaning Co., Timaru.

Masons Dry Cleaning Service, Christchurch.

Mount Magdala Laundry Service, Christchurch.

Nu Way Dry Cleaners Ltd., Christchurch.

Preens Dry Cleaning and Laundry Co., Timaru.

Quality Cleaners Ltd., Christchurch.

Southern Dry Cleaners, Christchurch.

Taylor's Cleaners and Dyers Ltd., Christchurch.

Wests Dry Cleaners, Christchurch.

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 130 of the Industrial Conciliation and Arbitration Act 1954, 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 13th day of November 1964 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 7th day of June 1963.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Industry to Which Award Applies

1. This award shall apply to female workers employed in laundry dry-cleaning and dyeing receiving depots and not substantially employed in writing, typing, or other forms of clerical work.

Hours of Work

2. The total weekly hours of employment shall not exceed 40 hours per week, to be worked between 8.30 a.m. and 5.30 p.m. on Monday to Thursday inclusive and 8.30 a.m. and 9 p.m. on Friday in each week.

Provided that in the case of depots which observe a day other than Saturday in each week as a whole holiday the ordinary week's work shall not exceed 40 hours to be worked on any five of the six days of the week, Monday to Saturday (both days inclusive), between the hours of 8.30 a.m. and 5.30 p.m. on four days and between 8.30 a.m. and 9 p.m. on one day.

Provided, further, that any work done on Saturday as part of the ordinary week's work pursuant to the foregoing proviso shall be paid for at one half the ordinary time rate in addition to the ordinary weekly wage, provided that any work done on Saturday which is in excess of the weekly limit of 40 hours shall be paid for at double rates.

The daily hours of work shall be continuous from the time of commencement and shall not be broken except for the regular meal intervals which shall be of one hour in duration.

Wages

3. (a) The minimum rates of wages payable to workers covered by this award shall not be less than the following:

				Per Week		
				£	s.	d.
First year—						
First six months	..	..	..	4	5	0
Second six months	..	..	..	4	10	0
Second year—						
First six months	..	..	..	5	0	0
Second six months	..	..	..	5	7	6
Third year	..	..	..	7	0	0
Fourth year	..	..	..	7	12	6
Fifth year	..	..	..	8	9	0
Thereafter	..	..	..	9	10	0

Provided that a worker commencing at the age of 19 years or over shall not be paid at a lesser rate than that provided for in the third year of the above scale, and that subsequent annual increments for such worker shall be in accord with those provided for in the fourth and subsequent years.

(b) In each depot there shall be a worker in charge. Where the worker is in sole charge she shall be paid not less than 10s. 3d. per week in addition to the prescribed rate.

Where the worker is in charge of one or more assistants she shall be paid 15s. 6d. per week in addition to the prescribed rate.

Casuals shall not be included in the calculation for the purpose of this subclause.

(NOTE—Attention is drawn to the fact that this award is to be read subject to the provisions of the Minimum Wage Act 1945.)

Overtime

4. (a) All time worked in excess or outside of the hours prescribed in clause 2 hereof shall be paid for at the rate of time and a half for the first three hours in any one day and thereafter double time, with a minimum of 4s. 6d. per hour.

(b) Subject to the proviso in clause 2, time worked on Saturdays shall be paid at the rate of time and a half for the first three hours and double time thereafter, with a minimum payment of three hours.

Terms of Employment

5. (a) Except as provided in clause 7 hereof the employment shall be a weekly one, and no deductions shall be made from the weekly wages provided herein except for time lost through sickness, accident, or default of the worker or by virtue of an adjustment under subclause (d) of clause 8.

(b) Except in the case of casuals, not less than seven days' notice shall be given by either party of the termination of the employment, but nothing in this clause shall prevent any employer from summarily dismissing any worker for wilful misconduct or the worker leaving without notice in cases of misconduct on the part of the employer. Where the required notice is not given the person improperly terminating the service shall pay or forfeit one week's wages in lieu of notice.

(c) Each worker on leaving, or being discharged from her employment, shall on request, be given within 24 hours thereafter, a certificate in writing signed by the employer and stating the position held and the length of service.

Payment of Wages

6. Wages shall be paid weekly in cash and in working time not later than Thursday.

Casual Workers

7. (a) Casual workers may be employed at not less than 25 per cent over the above rates, but by the hour, with a minimum employment of four hours upon any one engagement.

(b) A casual worker is a person, other than a part-time worker, who is engaged for less than five consecutive working days at any one engagement.

(c) Workers who are engaged to work regularly on a part-time basis shall receive *pro rata* the appropriate wage rate provided in clause 3 hereof plus 10 per cent.

Holidays

8. (a) The following shall be the recognised holidays: New Year's Day, 2 January, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, Boxing Day, and Show Day or a day in lieu thereof.

(b) Should any of the above days, other than Anzac Day, fall on a Saturday or a Sunday, such holidays shall be observed on the next following working day.

(c) Annual holidays shall be allowed in accordance with the provisions of the Annual Holidays Act 1944 and its amendments: Provided, however, that on completion of 10 years' or more continuous service with the same employer the period of annual leave shall be three weeks.

(d) Where it is customary for any employer to allow annual holidays to his workers or to any class of his workers during a period in each year when his premises are closed or the work of those workers is for any reason discontinued and at the date of the commencement of any such period any such worker has not become entitled to an annual holiday, the employer may before that date pay to him in addition to all other amounts due to him at that date, including amounts to which he is entitled in respect of any special holidays, an amount equal to one twenty-fifth of his ordinary pay for the period of his employment up to that date, and for the purposes of the Annual Holidays Act the next year of his employment shall be deemed to commence on that date. The operation of this subclause shall be subject to negotiation in cases of genuine hardship.

(e) Where the annual holiday is not given at the Christmas - New Year period, it shall be given and taken as may be mutually arranged, but if not so mutually arranged the worker shall be given not less than two months' notice as to when she is required to take annual leave. The annual holiday shall be paid for before its commencement.

(f) Workers who are employed on any of the days set out in subclause (a) of this clause shall be paid at the rate of double time in addition to the weekly wages.

Tea Money

9. Twenty-four hours' notice shall be given to any employees who are required to work overtime, and employees working overtime after 6 p.m. shall be allowed 5s. 3d. tea money.

Travelling Expenses

10. (a) Travelling expenses incurred by any worker under the instructions of her employer shall be paid by the employer. This subclause shall not apply to any worker going from and returning to her normal place of employment for the purpose of working overtime.

(b) Travelling expenses shall mean first-class fares, transport to and from point of departure, plus the cost of meals and accommodation.

(c) Any worker transferred (except at her own request) away from her home during the first three years of her employment shall have her wages increased to not less than the rate for a fourth year worker.

Conditions as to Depots

11. (a) Each employer shall permit his employees to have lunch on the premises.
- (b) In depots in which not less than four employees are employed reasonable dining accommodation shall be provided, if necessary. Where four or more workers are regularly employed there shall be provided a cloakroom or enclosure in which privacy is secured for dressing, and containing a couch or stretcher for rest in cases of temporary indisposition.
- (c) Materials for smocks may be supplied by the employer, in which case the smocks shall remain the property of the employees, provided the employer shall have the right to purchase the smocks at the cost of making up should an employee leave. Alternatively, at the employer's option, smocks shall be supplied by and remain the property of the employer. All smocks shall be laundered at the employer's expense.
- (d) An interval of 10 minutes shall be allowed each morning and afternoon to every worker during which interval workers may partake of refreshments on the premises.
- (e) Adequate ventilation, ablution, and lighting facilities shall be provided in all depots, together with some reasonably efficient form of heating appliance.

Proportion

12. (a) The proportion of juniors shall not exceed two juniors to each senior.
- (b) A senior shall be any employee who is receiving not less than the maximum scale rate.

No Reduction in Wages

13. No employee coming within the scope of this award shall have her wages or salary reduced by reason of the operation of this award.

Disputes

14. The essence of this award being that the work of the employers shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this award, or any of them, as to any matter whatsoever arising out of or connected therewith and not 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 to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district. Either side shall have the right of appeal to the Court against a decision of any such committee upon giving to the other side written notice of such appeal within 14 days after such decision has been made known to the party desirous of appealing.

Unqualified Preference

15. (a) Any adult person engaged or employed in any position or employment subject to this award by any employer bound by this award shall, if he is not already a member of a union of workers bound by this award, become a member of such union within 14 days after his engagement, or after this clause comes into force, as the case may require.
- (b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this award so long as he continues in any position or employment subject to this award.
- (c) Every worker obliged under subclause (a) hereof to become a member of a union who fails to become a member, as required by that subclause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with subclause (b) hereof commits a breach of this award.

(d) Every employer bound by this award commits a breach of this award if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purposes of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this award.

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

Under-rate Workers

16. (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.

Effective Operation of Award

17. (a) The secretary or other authorised officer of the union shall, with the consent of the employer (such consent not to be unreasonably withheld), be entitled to enter at all reasonable times the place of employment and there interview any workers, but not so as to unnecessarily impede the work of the worker concerned.

(b) In every establishment the occupier shall at all times keep a time and wages book, showing in the case of each employee:

(i) The name of the worker, together with her age if under 21 years.

(ii) The hours during which she has actually been employed on each day.

(c) Employers bound by this award shall, upon request by the union, supply a list of their employees.

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 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 Canterbury Industrial District.

Term of Award

20. 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 first day of the working week in each establishment commencing on or after the 13th day of May 1963, 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 13th day of November 1964.

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 7th day of June 1963.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award, including the operative date of provisions relating to wages, incorporates the terms of settlement arrived at by the parties in the course of an inquiry held before a Council of Conciliation.

Upon being satisfied by supporting documentary evidence that an unqualified preference provision has been agreed to by all the assessors in accordance with section 174B of the Industrial Conciliation and Arbitration Act 1954 (as enacted by the Industrial Conciliation and Arbitration Amendment Act 1961), the Court has inserted clause 15 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. TYNDALL, Judge.
