

TARANAKI, WELLINGTON, MARLBOROUGH, AND NELSON LAUNDRY  
WORKERS, DYERS, AND DRY CLEANERS—AWARD

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

In the Court of Arbitration of New Zealand, Taranaki, Wellington, Marlborough, and Nelson Industrial Districts—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the under-mentioned union (hereinafter called “the employers”):

New Zealand Launderers, Dry Cleaners and Dyers Industrial Union of Employers, 219 Willis Street, Wellington

and the

Wellington, Taranaki, Marlborough and Nelson Laundry Workers, Dyers and Dry Cleaners Industrial Union of Workers, 30 Volga Street, Wellington

(hereinafter called “the union”).

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 19th day of February 1965 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 17th day of September 1963.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

*Industry to Which Award Applies*

1. This award applies to the laundering, drycleaning, and dyeing industry.

*Hours of Work*

2. (a) The ordinary hours of work for workers other than depot hands shall not exceed 40 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.

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

### Wages

3. The following shall be the minimum weekly rates of wages:

(a) Males:

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 ..	74/6	84/-	94/9	105/6	117/9	127/3	138/-	152/-	173/6	197/6
16 to 17 ..	84/-	94/9	105/6	117/9	127/3	138/-	152/-	173/6	197/6	..
17 to 18 ..	94/9	105/6	117/9	127/3	138/-	152/-	173/6	197/6	..	..
18 to 19 ..	111/9	122/-	134/3	147/-	167/3	197/6	..	..	..	..
19 to 20 ..	128/6	144/6	164/-	185/6	..	..	..	..	..	..
20 to 21 ..	159/6	183/6	..	..	..	..	..	..	..	..

Thereafter, or on attaining the age of 21 years:

	£	s.	d.
Laundry workers .....	12	10	0
Drycleaners and carpet cleaners .....	12	15	3
Journeymen dyers .....	15	1	11
Dyer's assistants .....	13	2	11
Dyehouse labourers .....	12	9	1

“Journeyman dyer” is a person engaged in dyeing to pattern in any colour.

“Dyer's assistant” is a person engaged in mixing dyes and processing bulk dyeing in black, brown, and navy.

(b) Females:

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 .. ..	68/3	80/-	90/9	102/9	114/6	125/9	141/6
16 to 17 .. ..	74/6	85/3	98/-	108/-	125/3	139/6	..
17 to 18 .. ..	85/3	98/-	108/-	121/3	136/9	..	..
18 to 19 .. ..	94/3	106/3	118/9	134/9	..	..	..
19 to 20 .. ..	103/3	115/9	132/3	..	..	..	..
20 to 21 .. ..	112/6	129/9	..	..	..	..	..

Thereafter, or on attaining the age of 21 years not less than £8 12s. per week.

(c) A worker employed as a hand washerwoman shall be paid 7s. 6d. 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. 9d. 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. 6d. 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. 6d. 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. 6d. 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, male or female, employed at sorting, marking, and/or checking shall receive 7s. 6d. per week in addition to the wage to which he or she is entitled under subclause (a) or (b) of this clause.

(i) Female workers employed as spotters in drycleaning factories shall be paid 7s. 6d. per week in addition to the wage to which they are entitled under subclause (b) of this clause.

(j) In laundries where workers have to handle materials which are recognised as septic, contagious, infectious or unusually foul they shall be paid 3s. extra per day or part of a day while so employed.

(k) *Foremen and Forewomen*—In addition to the rates of wages set out above, foremen and forewomen shall be paid a further sum of 15s. per week in excess of the rate received by the highest paid worker under his or her charge. A “foreman” or “forewoman” is a worker in charge of three or more hands.

(l) *Casual Workers*—Casual workers shall be paid one-third more than the weekly rates exclusive of washerwomen employed by the day. A “casual worker” is one employed for less than one week.

Casual hand washerwomen: £1 18s. 3d. per day.

(m) *Part-time Workers*—Where the employer does not regularly require the services of a worker for the full period of 40 hours per week, or where a worker is unable to accept full-time employment, he shall pay the worker the proportionate part of the minimum weekly wage plus 10 per cent.

#### *Exemption*

4. Nothing in this award shall apply to workers in receipt of £20 per week or more exclusive of overtime and bonus payments.

#### *Payment of Wages*

5. (a) All wages, including overtime, shall be paid weekly before the ordinary hour of ceasing work on Thursday.

(b) The employer shall supply to each worker a statement detailing wages, overtime, and all deductions therefrom.

#### *Overtime*

6. (a) All time worked outside of and in excess of the hours mentioned in clause 2 shall be paid for at the following rates: For the first four hours, time and a half; thereafter, double time.

(b) 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.

(c) When a worker is called back to work overtime after the tea interval, the minimum payment shall be for two hours.

(d) If a worker is notified that overtime shall be worked and such overtime is not worked, the employer shall pay the worker 5s. 2d. meal money.

(e) In the event of a worker being called upon to work more than one hour's overtime without notice having been given the previous day, a meal shall be provided at the employer's expense or the employer shall pay the worker 5s. 2d. meal money.

### *Holidays*

7. (a) The following shall be recognised holidays: New Year's Day, the day after New Year's Day or a day in lieu thereof to be agreed upon between the union and the employer, Good Friday, Easter Monday, Anzac Day, Labour Day, the birthday of the reigning Sovereign, Christmas Day, Boxing Day, and Anniversary Day.

(b) Should any of the above-mentioned holidays, other than Anzac Day, fall on a Saturday or Sunday, then for the purpose of this award such holidays shall be observed on the following Monday and/or Tuesday.

(c) Double rates shall be paid for any work done on any of the above-mentioned holidays, which shall be in addition to the ordinary rate of payment for the holiday.

### *Annual Holidays*

8. (a) Holidays shall be allowed in accordance with the Annual Holidays Act 1944. One month's notice of the holiday shall be given by the employer to the worker.

(b) 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.

(c) Upon completion of 10 years' continuous employment with the same employer, a worker shall be granted in respect of the tenth and each further year of employment with that employer an annual holiday of three weeks instead of two weeks under the Annual Holidays Act 1944.

### *Terms of Engagement*

9. Unless otherwise specified, the engagement shall be deemed to be a weekly engagement and no deduction shall be made from the wages of any employee unless on account of the accident, default, or sickness of the worker, or except as provided in subclause (m) of clause 3.

### *Termination of Employment*

10. Except in the case of casual workers, not less than three days' notice shall be given by either party wishing to terminate the engagement.

Where the required notice is not given the person improperly terminating the service shall pay or forfeit an amount equal to three days' wages.

Except in the case of summary dismissal for misconduct, and subject to the requisite notice of termination being given, all wages and holiday pay due shall be paid on the termination of employment.

### *Proportion of Juniors*

11. 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 "male junior worker" shall be a worker who is under 21 years of age; a "female junior worker" shall be a worker who is under 18 years of age.

*General Conditions*

12. (a) No person under the age of 16 years shall be employed on a machine.
- (b) Gumboots and waterproof aprons shall be provided as required for wash-house and dyehouse hands.
- (c) Where employers require workers to wear uniforms or overalls, these shall be provided by the employer and laundered at his expense.
- (d) If any worker is required to work 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 the worker's usual department, or in the other department, whichever is the higher.
- (e) Ten minutes shall be allowed each morning and afternoon for tea or smoko.
- (f) A dining room shall be provided in laundries, dyeing, and drycleaning establishments in accordance with the provisions of section 69 of the Factories Act 1946.
- (g) A rest room equipped with reasonable facilities shall be provided for female workers (apart from the dining room) in all laundries in accordance with the provisions of section 66 of the Factories Act 1946.
- (h) Suitable cloakroom and toilet accommodation with hand-washing facilities, and an adequate supply of soap and towels, shall be provided for all workers.
- (i) Male workers in washhouses and dyehouses and drycleaning departments shall be provided with a place in which to change their clothing (apart from the dining room).
- (j) A supply of boiling water shall be made available to workers at mealtimes.
- (k) Female workers shall not be required to lift more than 28 lb single-handed.
- (l) Depot hands shall be provided with washhand basins, and also heating apparatus in winter, except where adequate heating is provided throughout the premises.
- (m) Female workers shall not be employed on washing machines in excess of 20 cu. ft. capacity or hydros in excess of 10 cu. ft. capacity, at less than the adult male wage rate.
- (n) All accommodation for workers shall be kept in a clean and sanitary condition by the employer, and workers shall co-operate in this respect.
- (o) Carpet cleaners shall be supplied with respirators when required.
- (p) An allowance of 6d. 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.

*Right of Entry*

13. (a) 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.
- (b) The employer shall give recognition to any worker who is appointed shop delegate.
- (c) Employers shall, if requested by the secretary of the union, supply him or her with a list of names of members of the staff covered by this award, such application not to be made more often than once each three months.

*Disputes*

14. The essence of this award being that the work of the employers shall not on any account 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 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 required) 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 to 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.

#### *Application of Award*

17. 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 districts to which this award relates.

#### *Scope of Award*

18. This award shall operate throughout the Taranaki, Wellington, Marlborough, and Nelson Industrial Districts.

#### *Term of Award*

19. 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 19th day of August 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 19th day of February 1965.

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 17th day of September 1963.

[L.S.]

A. TYNDALL, Judge.

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#### 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.

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