421

Please post in a Conspicuous Place accessible to Workers

Canterbury Hospital Boards' Laundry Workers—Collective Agreement (Conciliated)

Dated 12/12/74

NOTE: See clause 19 herein for date on which rates of wages become effective

Published and issued by the New Zealand Government Department of Labour

CANTERBURY HOSPITAL BOARDS' LAUNDRY WORKERS—REGISTERED COLLECTIVE AGREEMENT

In the Industrial Commission of New Zealand—In the matter of the Industrial Relations Act 1973; and in the matter of the Canterbury Hospital Boards' Laundry Workers Dispute of Interest between the Canterbury Laundry Workers, Dyers and Dry Cleaners Industrial Union of Workers, and the undermentioned:

Ashburton Hospital Board, Elizabeth Street, Ashburton

North Canterbury Hospital Board, Oxford Terrace, Christchurch 1

South Canterbury Hospital Board, P.O. Box 88, Timaru

The Industrial Commission, having before it the terms of a conciliated settlement arrived at in the above-mentioned dispute of interest and notified to the Commission pursuant to the provisions of section 82 of the Industrial Relations Act 1973, hereby registers as a collective agreement the terms, conditions, and provisions set out in the schedule hereto, and orders:

1. That the said terms, conditions, and provisions shall be binding on the parties hereto; and

2. That the said parties shall respectively do, observe, and perform every matter and thing by this collective agreement required to be done, observed, and performed, and shall not do anything in contravention of this collective agreement but shall in all respects abide by and perform it.

In witness of the registration of this collective agreement the seal of the Industrial Commission has hereto been affixed, and the President of the Commission has hereunto set his hand, this 12th day of December 1974.

(L.S.) G. O. Whatnall, President.

INDEX

Clause Number — Title

1—Hours of Work
2—Overtime
3—Meal Money
4—Wages
5—Handling Septic Material
6—Payment of Wages
7—Deductions from Wages
8—Termination of Employment
9—Holidays
10—Annual Holidays
11—Special Holidays for Long Service
12—General Conditions
13—Disputes
14—Personal Grievances
15—Right of Entry
16—Unqualified Preference
17—Under-Rate Workers
18—Scope of Agreement
19—Term of Agreement

SCHEDULE

HOURS OF WORK

1. (a) The ordinary hours of work shall not exceed 40 per week, and except as hereinafter provided shall be worked on five days of the week, Monday to Friday, both days inclusive, between the hours of 7.30 a.m. and 5 p.m.,

except that on the first working day of each week or on the day immediately preceding the Christmas, New Year, or Easter holidays the hours may be worked between 7.30 a.m. and 6 p.m. On Fridays the finishing hour for packers may be 6 p.m.

(b) Not less than 45 minutes shall be allowed for a meal, but in cases where the majority of workers agree with the board for a lesser period, not less than 30 minutes shall be allowed.

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

(d) Notwithstanding the provisions of subclause (a) of this clause the employers may work shifts as required. The ordinary hours of work for a shift worker shall not exceed five consecutive eight-hour shifts.

(e) A worker employed on an afternoon shift shall, while so employed, be paid $1 per shift in addition to ordinary rates. An afternoon shift means any shift commencing after 12 noon and finishing at or before midnight.

(f) Notwithstanding the provisions of this clause and subject to the Factories Act 1946 and its amendments, part-time shifts may be worked subject to the following conditions:

(i) Shifts may be worked from Monday to Friday between the hours of 4 p.m. and 12 midnight.

(ii) The hourly rate for workers employed under this provision shall be one-fortieth of the classified rate for adult workers set out in subclause (a) of clause 4 of this agreement.

(iii) In addition to the hourly rate provided workers employed on twilight shifts shall receive an allowance of 50 cents per shift.

(iv) All workers employed under this subclause shall receive a break of ten minutes for tea or smoko after two hours of commencing employment: Provided that work continues after the break.

OVERTIME

2. All time worked in excess of the hours provided in clause 1 of this agreement shall be paid for at the rate of time and a half for the first three hours on any day from Monday to Friday and for the first three hours on Saturday, and double time thereafter. Overtime shall be calculated on a daily basis.

MEAL MONEY

3. The employer shall allow meal money at the rate of $1 per meal when workers are called upon to work overtime after 6 p.m.

WAGES

4. (a) The following shall be the minimum rates of wages:

	Males Per Week $	Females Per Week $	Payable on and From 13 July 1975 Females Per Week $
Washing machine operator	72.06	64.13	67.02
Washroom assistant	66.48	59.17	61.83
Sorter, laundry Packer, bulk Presser, laundry Hand ironer (laundry) Washer, hand	65.29	58.11	60.72
Flatwork operator Steamair former (finisher-operator)	64.70	57.58	60.17
All other workers	63.27	56.31	58.84

All workers shall be paid $1.40 per week extra after one year's continuous service and $2.80 per week extra after two years' continuous service in addition to that which he or she is entitled to under this clause.

(b) For the purposes of subclause (a) of this clause the following definitions shall apply:

Sorter Laundry—A worker wholly or substantially engaged in sorting, counting and classifying, and marking incoming soiled articles. May also weigh loads from washroom.

Washing Machine Operator—A worker wholly or substantially engaged in tending one or more washing machines, mixing chemical stock solutions, weighing loads and loading/unloading washing machines, extractors and tumblers.

Flatwork Operator—A worker wholly or substantially engaged in preparing, feeding or folding flatwork articles through an ironing machine or winding continuous towels.

Steam Air Former—Finisher Operator—A worker wholly or substantially engaged in tending automatic steamair units for forming and finishing wet garments. Also includes a worker wholly or substantially engaged in loading and unloading garments on hangers, clips or clamps, on and from conveyor belt or automatic tunnel steam air finishing unit.

Hand Ironer—A worker wholly or substantially engaged in pressing articles to remove wrinkles, flatten seams and smooth and give shape to articles using an electric hand iron or puff iron. May operate formers.

Washer Hand—A worker wholly or substantially engaged in washing by hand delicate fabrics which cannot be machine washed. May use extractor and tumbler.

Washroom Assistant—A worker wholly or substantially engaged in assisting a washing machine operator under his supervision.

Presser Laundry—A worker wholly or substantially engaged in tending pressing machine (hot-head type) in pressing and folding washed garments and articles.

Packer Bulk—A worker wholly or substantially engaged in receiving, assembling and packing or distributing bulk orders.

(c) Any worker transferred from one job to another shall be paid the higher rate for the time worked with a minimum of one hour.

(d) The following shall be the minimum weekly rates of wages for juniors:

Age at commencing—	Males Per Week $	Females Per Week $	Payable on and From 13 July 1975 Females Per Week $
Under 18 years of age ..	45.75	40.72	42.55
18 to 20 years of age ..	56.00	49.84	52.08
Thereafter the worker shall be paid on work classification as contained in subclauses (a) and (b) of this clause provided that a junior worker 18-20 years of age employed on washroom assistant's work shall be paid not less than ..	61.73	54.94	57.41

Provided that the employer may at his discretion pay the adult rate for the appropriate classification of the work performed after a satisfactory probationary period.

(e) No worker coming within the scope of this agreement shall have his wages reduced by virtue of the coming into force of this agreement.

(f) A "casual worker" is a worker who is employed for less than five consecutive working days.

A casual worker shall be paid at a rate equal to one-third more than the appropriate weekly rate.

(g) A leading hand shall be paid $2.80 per week in addition to the wage to which he or she is entitled under subclause (a) of this clause.

A "leading hand" for the purposes of this agreement is a worker who is designated as such and given additional responsibility but is not necessarily in charge of his or her department.

(h) A foreman or forewoman shall be paid $5.60 per week in addition to the wage to which he or she is entitled under subclause (a) of this clause.

A "foreman" or "forewoman" for the purposes of this agreement is a worker who is responsible for the work of his or her department and is in charge of three or more hands.

(i) All workers who hold a diploma issued by the Research Institute of Launderers Dry Cleaners and Dyers of New Zealand (Inc.) shall receive an extra allowance of $2.30 per week.

HANDLING SEPTIC MATERIALS

5. Where workers have to handle or sort materials which are recognised as foul, septic, contagious, or infectious the rate of wages for such workers shall be increased as follows:

	Per Week
	$
Female sorters	1.30
Men engaged on non-foul washers	1.30
Men engaged on foul washers	3.15

Where practicable the washing of such materials or articles shall be carried out in a separate unit completely screened off from all other parts of the laundry.

PAYMENT OF WAGES

6. (a) All wages, including overtime, shall be paid not later than Thursday and prior to the ordinary hour of ceasing work.

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

DEDUCTIONS FROM WAGES

7. Except in the case of casuals, no deduction shall be made from the wages of any worker covered by this agreement except for time lost by such worker through sickness (in excess of the sick leave provided in clause 12 (h) of this agreement), accident, default, or voluntary absence.

TERMINATION OF EMPLOYMENT

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 the employer to summarily dismiss any worker for good cause. Where the required notice is not given the person improperly terminating the service shall pay or forfeit one week's wages or the value of the unexpired period of notice as the case may require.

HOLIDAYS

9. (a) The following shall be the recognised holidays: New Year's Day, the day following New Year's Day, New Zealand Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Show Day or a day in lieu thereof, 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, provided that such holiday falls on an ordinary working day.

(c) Any work done on Sundays or on any of the abovementioned holidays shall be paid for at double time rates.

(d) Should any of the above holidays, except New Zealand Day or Anzac Day, fall on a Sunday it shall be observed on the following Monday.

ANNUAL HOLIDAYS

10. (a) Except as otherwise provided, every worker shall at the end of each year of his employment by any employer become entitled to an annual holiday of three weeks paid on the basis of the worker's average weekly taxable earnings: Provided that the holiday pay does not exceed the worker's ordinary pay plus 30 per cent and provided, further, that in no case shall the holiday pay be less than the worker's ordinary pay at the time of taking the holiday. For the purpose of calculating a worker's average weekly taxable earnings for the year the employer may fix a close-off date other than the anniversary date of the worker's commencement of employment.

(b) One week of the holidays prescribed in subclause (a) of this agreement may be taken in conjunction with or separately from the first two weeks as the employer may decide.

(c) For the purposes of this clause lump sum special payments shall be excluded from the computation of average weekly taxable earnings, and ordinary pay shall be as defined in the Annual Holidays Act 1944.

(d) Where a holiday is taken in more than one period the amount payable under this clause shall be divided proportionately. Where a holiday is allowed wholly or partly in advance of the date fixed by the employer as provided in subclause (a) of this clause it shall be sufficient compliance with this clause for payment to be assessed on the percentage formula prescribed in subclause (e) of this clause subject to final adjustment and payment of any remainder after that date, provided that in no case shall the holiday pay be less than the worker's ordinary pay at the time of taking the holiday.

(e) Where the employment of any worker is terminated at the end of a period of employment which is not less than three weeks but less than one year, the employer shall forthwith pay to the worker, in addition to all other amounts due to him, an amount equal to 6 per cent of his gross taxable earnings but not exceeding 7.8 per cent of his gross ordinary pay for that period of employment.

(f) Where the period of employment is less than three weeks the amount to be paid as proportionate holiday pay shall be as prescribed by the Annual Holidays Act 1944.

(g) 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 these 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 then the worker shall not be entitled to any wages for three weeks following that date, but the employer shall before that date pay to him, in addition to all other amounts due to him, an amount equal to 6 per cent of his gross taxable earnings but not exceeding 7.8 per cent of his gross ordinary pay for the period of his employment up to that date, and the next year of his employment shall be deemed to commence on that date.

(h) Should a holiday under clause 9 of this agreement fall during the period of a worker's annual holiday it shall not be regarded as part of the annual holiday.

SPECIAL HOLIDAYS FOR LONG SERVICE

11. (a) A worker shall be entitled to special holidays as follows:

(i) One special holiday of two weeks after the completion of 20 years and before the completion of 30 years of continuous service with the same employer;

(ii) One special holiday of three weeks after the completion of 30 years and before the completion of 40 years of continuous service with the same employer;

(iii) One special holiday of five weeks after the completion of 40 years' continuous service with the same employer.

(b) Should a worker have completed 30 years of continuous service with the same employer prior to the date of this agreement he shall not be entitled to the special holiday provided in paragraph (i) of subclause (a) of this clause. Should a worker have completed 40 years of continuous service with the same employer prior to the date of this agreement he shall not be entitled to the special holiday provided in paragraph (i) or (ii) of subclause (a) of this clause.

(c) All such special holidays provided for in subclause (a) of this clause shall be on ordinary pay as defined by the Annual Holidays Act 1944 and may be taken in one or more periods and at such time or times as may be agreed by the employer and the worker.

(d) If a worker having become entitled to a special holiday leaves his employment before such holiday has been taken he shall be paid in lieu thereof.

(e) The provisions of this clause shall not apply where an employer has in operation or brings into operation an alternative scheme for rewarding service, which is not less favourable to the worker than the foregoing, including any bonus or gratuity or superannuation scheme (whether or not such scheme is solely at the cost of the employer, but at no less cost to the employer than the cost involved in providing special holidays under this clause).

GENERAL CONDITIONS

12. (a) No person under the age of 15 years shall be employed on a mangle or press.

(b) Where any worker is in receipt of a higher rate of wages than that provided in this agreement, such wages shall not be reduced so long as a worker continues in the same job.

(c) A rest room shall be provided for women workers.

(d) Gumboots and aprons shall be provided where necessary.

(e) A satisfactory dining room shall be provided where necessary.

(f) A suitable first aid outfit shall be provided in a place convenient and accessible to the workers.

(g) Any worker required to clean machines shall be provided with overalls free of cost and shall be paid for such work at the rate of 6 cents per hour in addition to his appropriate rate of wages.

(h) The board's by-laws in respect of sick leave shall apply to workers employed under this agreement. A copy of these by-laws shall be displayed in a prominent position in each laundry.

(i) Suitable gloves shall on request be provided for workers engaged in handling foul, septic, contagious, or infectious materials.

(j) Workers shall not be required to lift unreasonably heavy weights without assistance.

DISPUTES

13. (a) The procedure set out in the succeeding provisions of this clause shall apply to a dispute of rights between the parties bound by this instrument, or any of them, including a dispute on:

(i) The interpretation of this instrument; or

(ii) Any matter (not being a personal grievance within the meaning of section 117 of the Industrial Relations Act 1973) related to matters dealt with in this instrument and not specifically and clearly disposed of by the terms of this instrument.

(b) Either the workers' union or the employer or employers who are parties to any such dispute may invoke the procedure.

(c) The union and the employer or employers who are parties to any such dispute shall refer the dispute to a committee consisting of an equal number of representatives appointed respectively by the union and the employer or employers concerned, together with a chairman who shall be:

(i) Mutually agreed upon by the parties; or

(ii) If there is no such agreement, either a conciliator or a person appointed by him.

(d) A decision reached by a majority of the committee shall be the decision of the committee; but if the members of the committee (other than the chairman) are equally divided in opinion, the chairman may either:

(i) Make a decision, which shall then be the decision of the committee; or

(ii) Refer the dispute forthwith to the Industrial Court for settlement.

(e) Subject to the right of appeal conferred by subclause (f) of this clause, the decision of the committee shall be binding on the parties to the dispute.

(f) Any party may appeal to the Industrial Court against a decision of the committee, or any part of that decision. The appellant shall:

(i) Within 14 days after the date on which the decision of the committee has been made known to him, give to every other party written notice of his intention to appeal; and

(ii) Within seven days after the date on which that notice has been given, lodge with the Registrar of the Industrial Court a written notice of appeal; and

(iii) Specify in each such notice the decision or the part of the decision to which the appeal relates.

(g) The essence of this clause being that, pending the settlement of the dispute, the work of the employer shall not on any account be impeded but shall at all times proceed as if no dispute had arisen, it is hereby provided that:

(i) No worker employed by any employer who is a party to the dispute shall discontinue or impede normal work, either totally or partially, because of the dispute;

(ii) While the provisions of this clause are being observed no such employer shall, by reason of the dispute, dismiss any worker directly involved in the dispute.

(NOTE—This clause has been inserted in accordance with the requirements of section 115 of the Industrial Relations Act 1973.)

PERSONAL GRIEVANCES

14. (a) For the purposes of this clause, the expression "personal grievance" means any grievance that a worker may have against his employer because of a claim that he has been unjustifiably dismissed, or that other action by the employer (not being an action of a kind applicable generally to workers of the same class employed by the employer) affects his employment to his disadvantage.

(b) The standard procedure for the settlement of any personal grievance shall include the following:

(i) Any worker who considers that he has grounds for a personal grievance shall have the right to submit his grievance in accordance with this procedure;

(ii) As soon as practicable after a personal grievance arises, the worker shall submit the grievance to his immediate supervisor, affording him an opportunity to remedy the cause of the grievance, the intent being that it is desirable, if the circumstances permit it, to settle the grievance rapidly and as near as possible to the point of origin;

(iii) Where any such attempt at settlement has failed, or where the grievance is of such a nature that a direct discussion between the worker and his immediate supervisor would be inappropriate, the worker shall notify the branch secretary or secretary or a duly authorised representative of his union, who, if he considers that there is some substance in the personal grievance, shall forthwith take the matter up with the employer or his representative;

(iv) If the matter is not disposed of in discussion with the employer or his representative, the grievance shall be reduced to writing in a statement setting out all the facts relied on. The statement shall establish the nature of the worker's grievance, and of the issues, for all subsequent consideration of the case;

(v) The written statement shall be referred to a grievance committee consisting of an equal number of representatives (not exceeding three) nominated respectively by the union and the employer, with or without a chairman as the parties may decide;

(vi) The employer shall have the right to be assisted or represented before the grievance committee by an employers' organisation;

(vii) If the matter is not settled by the grievance committee, it shall be referred to the Industrial Court;

(viii) The reference to the Court may be made by the employer or his representative, or by the worker's union or its representative, or by both;

(ix) The Court, after inquiring fully into the matter and considering all representations made by or on behalf of the parties, may make a decision or award by way of a final settlement which shall be binding on the parties;

(x) It shall be the duty of every party to the award or agreement to promote the settlement of personal grievances under the procedures hereinbefore provided and to abstain from any action that might impede the effective functioning of the procedures.

(c) For the purpose of ensuring that the work of the employer shall not be impeded but shall at all times proceed as if no dispute relating to the personal grievance had arisen:

(i) No worker employed by any employer who is a party to the dispute shall discontinue or impede normal work, either totally or partially, because of the dispute;

(ii) While the provisions of the procedure for the settlement of the personal grievance are being observed no such employer shall, by reason of the dispute, dismiss any worker directly involved in the dispute.

(d) Any statements made or information given in the course of any proceedings before a grievance committee or the Court in respect of an alleged unjustifiable dismissal shall be absolutely privileged.

(e) In the case of an alleged unjustifiable dismissal, any final settlement, decision or award made under this clause may, if it includes a finding that the worker was unjustifiably dismissed, provide for any one or more of the following:

(i) The reimbursement to him of a sum equal to the whole or any part of the wages lost by him;

(ii) His reinstatement in his former position or in a position not less advantageous to him;

(iii) The payment to him of compensation by his employer.

(NOTE—This clause has been inserted in accordance with the requirements of section 117 of the Industrial Relations Act 1973.)

RIGHT OF ENTRY

15. Every employer bound by this agreement 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.

UNQUALIFIED PREFERENCE

16. (a) Any adult person engaged or employed in any position or employment subject to this agreement by any employer bound by this agreement shall, if he is not already a member of a union of workers bound by this agreement, 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 agreement so long as he continues in any position or employment subject to this agreement.

(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 agreement.

(d) Every employer bound by this agreement commits a breach of this agreement 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 of any age who for the time being is in receipt of not less than the minimum rate of wages payable to a person of the age of 18 years or upwards.

(NOTE—Attention is drawn to section 104 of the Industrial Relations Act 1973 which gives to workers the right to join the union.)

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 application of the worker after due notice to the union, by the local Inspector of Awards and Agreements 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 and Agreements 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.

SCOPE OF AGREEMENT

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

TERM OF AGREEMENT

19. This agreement, in so far as the provisions relating to the rates of wages to be paid are concerned, shall, except where otherwise specified, be deemed to have come into force on the first day of the pay period in each establishment commencing on or after the 3rd day of October 1974, and so far as all other provisions of the agreement are concerned, it shall come into force on the day of the date hereof; and this agreement shall continue in force until the 2nd day of October 1975.

In witness whereof the seal of the Industrial Commission has hereto been affixed, and the President of the Commission has hereunto set his hand this 12th day of December 1974.

(L.S.) G. O. Whatnall, President.

MEMORANDUM

Associated with the terms of settlement was an application pursuant to Regulation 7 of the Wage Adjustment Regulations 1974 for the correction of an anomaly. The Commission is satisfied that pursuant to Regulation 7 an anomaly has been established and its order is incorporated in the document.

The unqualified preference provision (clause 16) has been inserted in accordance with the agreement of all the assessors.

The rates of remuneration prescribed by this collective agreement are NOT to be increased by the application of the 9 per cent general wage adjustment that was effective from 1 July 1974 pursuant to the Wage Adjustment Regulations 1974.

Having regard to prevailing circumstances the Commission has, pursuant to section 92 (2) of the Industrial Relations Act 1973, consented to the specified period for which this agreement is to continue in force being less than one year from the date of registration of this agreement.

The representatives of the parties desire to record that this agreement provides for the second and third steps in the implementation of equal pay pursuant to the Equal Pay Act 1972. The second step became effective on the 13th July 1974, and the agreement includes rates for the third step to take effect on the 13th July 1975. The percentage relationship of female rates to male rates will, on the 13th July 1975, be established at 93 per cent.

G. O. Whatnall, President.

A. R. SHEARER, GOVERNMENT PRINTER, WELLINGTON, NEW ZEALAND—1975
56542F—74D