

(130.) OTAGO HAIRDRESSERS.—AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of “The Industrial Conciliation and Arbitration Act, 1900”; and in the matter of a dispute between the Otago Hairdressers’ Assistants’ Industrial Union of Workers and the undermentioned employers:

T. Brown, Princes Street, Dunedin; W. R. Hamilton, Princes Street, Dunedin; A. M. Hendy, Princes and High Streets; Rose and Muir, Princes Street, Dunedin; G. Raffles and Son, George Street; J. McQueen, George Street, Dunedin; W. J. Potten, George Street, Dunedin; L. Gibb, George Street, Dunedin; T. Good, King Street, Dunedin; T. Maw, George Street, Dunedin; J. Gibb, Albany Street, Dunedin; W. Booth, Stafford Street, Dunedin; M. South, High Street, Dunedin; J. Lyle, High Street, Dunedin; J. Emlis, Roslyn; W. Newbury, Hillside Road, Dunedin South; J. Souness, Main Road, Caversham; F. Hilliker, Princes Street, Dunedin; A. Edington, Princes Street, Dunedin; E. Iles, Princes Street, Dunedin; W. Fox, Princes and King Streets; A. Greig, George Street, Dunedin; W. Paris, George Street, Dunedin; A. Terry, George Street, Dunedin; T. Hotton, George Street, Dunedin; G. Rouse, King Street, Dunedin; L. and F. Beissell, Jetty Street, Dunedin; J. Goldsmith, High Street, Dunedin; R. Burns, Roslyn; R. Alexander, Hillside Road, South Dunedin; W. Dickinson, Main Road, Caversham; G. Paterson, North-east Valley; H. Woodger, Arcade, Dunedin.

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 said union by its representatives duly appointed, and having also heard such of the employers as were present 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 said 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 thereof or of the said terms, conditions, and provisions, but shall in all respects abide by, observe, 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 shall constitute a breach of this award, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect thereof. And the Court doth further order that this award shall come into operation on the 22nd day of September instant, and shall continue in force until the 22nd day of September, 1904.

It witness whereof the seal of the Court hath been hereto put and affixed, and the President of the Court hath hereto set his hand, this 11th day of September, 1902.

THEO. COOPER, J., President.

THE SCHEDULE HEREINBEFORE REFERRED TO.

*Hours of Labour.*

1. The hours of labour shall be fifty-three per week, exclusive of meal-hours. The recognised regular hours of work shall be fixed by each employer in each establishment according to the circumstances of his business, but the day's work shall end not later than 8 o'clock in the evening on four days in the week, nor later than 1 o'clock in the afternoon of the weekly half-holiday, nor later than 11 o'clock in the evening of Saturdays.

*Meal-hours.*

2. In those establishments in which the hour of closing shall be after half-past 6 o'clock in the evening the employer shall so arrange his hours as to enable his workmen to have one hour for dinner between the hours of 12 noon and 2 p.m., and one hour for tea between the hours of 4 and 6 p.m.; and in all establishments the hours shall be so arranged by the employers as to enable their workmen to have on Saturdays one hour for dinner between the hours of 12 noon and 2 p.m., and one hour for tea between the hours of 5 and 7 p.m.

*Work in Hand to be finished.*

3. All work in hand in connection with hair-cutting and shaving shall be finished before the workmen leave their work.

*Minimum Wages.*

4. The minimum wages to be paid to journeymen shall be the sum of £2 10s. per week.

*Holidays.*

5. The following days shall be observed as full holidays: New Year's Day, Good Friday, Labour Day, Christmas Day, the King's Birthday, and Easter Monday.

6. On the last working-day previous to the happening of any of the above-mentioned full holidays Saturday hours shall be observed.

7. The following days shall be observed as partial holidays from 12 o'clock noon: The 2nd January, Boxing Day, Show Day, and Cup Day.

8. No deduction shall be made from the week's wage for any of the full or partial holidays as aforesaid.

*Qualification for Journeymen.*

9. A journeyman shall mean one who has been employed at the trade for a total period of at least five years.

*Incompetent Workmen.*

10. Any journeyman who considers himself not capable of earning the minimum wage may be paid such less wage as may from time to time be agreed upon in writing between any employer and the secretary or president of the union; and, in default of such agreement within twenty-four hours after such journeyman shall have applied in writing to the secretary of the union stating his desire that such wage shall be agreed upon, such wage as shall be fixed in writing by the Chairman of the Conciliation Board for this industrial district upon the application of such journeyman after twenty-four hours' notice in writing to the secretary of the union, who shall, if desired by him, be heard by such Chairman on such application. Any journeyman whose wage shall have been so fixed may work and may be employed by any employer for any such less wage for the period of six calendar months, and, after the expiration of the said period of six calendar months, until fourteen days' notice in writing shall have been given him by the secretary of the union requiring his wage to be again fixed in manner prescribed by this clause.

*Preference.*

11. If the rules of the union permit any person of good character and sober habits now employed in the trade in this industrial district, and any other person residing or who may hereafter reside in this industrial district who is of good character and sober habits, and who is a competent journeyman, to become a member of the union upon payment of an entrance fee not exceeding 5s., and of subsequent contributions, whether payable weekly or not, not exceeding 6d. per week, upon a written application of the person so desiring to join the union, without ballot or other election, then and in such case and thereafter employers shall employ members of the union in preference to non-members, provided that there are members of the union equally qualified to perform the particular work required to be done, and ready and willing to undertake it; but this award shall not compel any employer to dismiss or refuse employment to any person now legally employed by him.

12. When the rules of the union are such as to entitle members of the union to preference under the foregoing clause, and at all times thereafter, the union shall keep in some convenient place within one mile from the Chief Post-office, Dunedin, a book to be called "the employment-book," wherein shall be entered the names and exact addresses of all members of the union for the time being out of employment, with a description of the branch of the trade in which each such member claims to be proficient, and the names, addresses, and occupations of every employer by whom such member shall have been employed during the preceding one year. Immediately upon such member obtaining employment a note thereof shall be entered in such book. The executive of the union shall use its best endeavours to verify all the entries in such book, and the union shall be answerable as for a breach of the award in case any

entry therein shall be wilfully false to the knowledge of the executive of the union, or in case the executive of the union shall not have used reasonable endeavours to verify the same. Such book shall be open to every employer without fee or charge at all hours between 8 a.m. and 5 p.m. on every working-day except Saturday, and on that day between the hours of 8 a.m. and noon. If the union fail to keep the employment-book in the manner provided by this clause, then and in such case, and so long as such failure shall continue, any employer may, if he so think fit, employ any person or persons, whether a member of the union or not, to perform the work required to be done, notwithstanding the foregoing provisions. Notice by advertisement in the *Otago Daily Times* and *Evening Star* newspapers, published in Dunedin, shall be given by the union of the place where such employment-book is kept, and of any change in such place.

#### *Apprentices.*

13. All lads or youths in any branch of the trade shall serve as apprentices for the term of five years, and shall be indentured. Three months' probation shall be allowed prior to commencing to serve, and if the apprentice be bound such period of probation shall count as part of the period of apprenticeship. Time served prior to the date of the coming into operation of this award shall count in the five years.

14. The proportion of apprentices shall be regulated as follows: One apprentice to every three journeymen or fraction of three journeymen permanently employed. "Permanently employed" shall mean at least six months' continuous employment. Where an employer has more than the above proportion of apprentices at this date, no new ones shall be taken on until the number has been reduced below the proportion stipulated. No employer to have more than five apprentices. Employers shall count as journeymen for the purpose of this clause.

15. Apprentices shall be paid the following wages: During the first year, 5s. per week; during the second year, 10s. per week; during the third year, 15s. per week; during the fourth year, £1 per week; during the fifth year, £1 10s. per week.

#### *No Discrimination against Unionists.*

16. When members of the union and non-members are employed together there shall be no distinction between them, and both shall work together in harmony, and shall receive equal pay for equal work.

17. Employers shall not discriminate against unionists, nor in the engagement or dismissal of their hands or in the conduct of their business do anything directly or indirectly for the purpose of injuring the union.

#### *Term of Award.*

18. This award shall come into operation on the 22nd day of September instant, and shall continue in force until the 22nd day of September, 1904, and shall be limited to Dunedin and suburbs.

In witness whereof the seal of the Court hath hereto been put and affixed, and the President of the Court hath hereto set his hand, this 11th day of September, 1902.

THEO. COOPER, J., President.

REASONS FOR AWARD.

We do not see any reason why the main features of the award made in the Christchurch hairdressers' dispute should not be adopted here. The Board of Conciliation have recommended this course, and the evidence adduced at the hearing before this Court has not shown any substantial difference between the main circumstances of the trade in the two cities. We fix the minimum wage at £2 10s., as in Christchurch. We also prescribe the same number of hours, but we have made the hour for ceasing work on Saturdays and on the evenings preceding the full holidays specially mentioned 11 p.m., so long as the total number of the hours for the week are not exceeded. The hour for closing on ordinary days of the week is to be 8 p.m.

In all other respects we have adopted the recommendations of the Board.

THEO. COOPER, J., President.

(131.) OTAGO TRAMWAYS.—AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of "The Industrial Conciliation and Arbitration Act, 1900," and of its amendment; and in the matter of an industrial dispute between the Otago Tramways Industrial Union of Workers (hereinafter called "the union") and the body corporate of the Mayor, Councillors, and Citizens of the City of Dunedin (hereinafter called "the employers").

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 the employers 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