

## CANTERBURY INDUSTRIAL DISTRICT.

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### (726.) CHRISTCHURCH HAIRDRESSERS AND TOBACCONISTS' ASSISTANTS.—AGREEMENT.

THIS industrial agreement, made in pursuance of "The Industrial Conciliation and Arbitration Act, 1900," this 12th day of October, 1903, between the Christchurch Hairdressers and Tobacconists' Assistants' Union of Workmen (hereinafter called the "union," which expression whenever hereinafter used shall mean and include the union and the members thereof) of the one part, and the Christchurch Tobacconists and Hairdressers' Association of Employers (hereinafter called the "employers," which expression whenever hereinafter used shall mean and include the association and the members thereof) of the other part, whereby it is mutually agreed that as between the union and the employers the terms, conditions, and provisions set out in the schedule hereto and of this agreement shall be binding upon the union and upon the employers, and the said terms shall be deemed to be and are hereby incorporated in and declared to form part of this agreement. And, further, the union

and the employers shall respectively do, observe, and perform 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 or of the said terms, conditions, and provisions, but shall in all respects abide by and observe and perform the same. And it is hereby declared that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this agreement, and that the sum of £100 shall be the maximum penalty payable by any party or person in respect of such breach: Provided, however, that the aggregate amount of penalty under or in respect of this agreement shall not exceed the sum of £500. And it is hereby also declared that this agreement shall take effect as from the 12th day of October, 1903, and shall continue in force until the 12th day of October, 1905.

In witness whereof the said parties hereto have executed these presents this 28th day of March, 1904.

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 in each establishment shall be fixed by each employer 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 of the week, nor later than 1 o'clock in the afternoon of the weekly half-holiday, nor later than 10 o'clock on 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 5 and 7 p.m.; and in all establishments the hours shall be so arranged by the employer as to enable his 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.

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 full holidays: New Year's Day, Picnic Day, Good Friday, Labour Day, Anniversary Day, and Christmas Day.

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

7. The following days shall be observed as partial holidays: Easter Monday from 12 noon, the King's Birthday from 11 o'clock in the forenoon, the second Show Day in show week from 11 o'clock in the forenoon, Boxing Day from 11 o'clock in the forenoon: Provided that should any of the foregoing holidays fall on a Saturday, then and in such case such other day as may be agreed upon shall be observed as a partial holiday in lieu thereof.

8. No deduction shall be made from the week's wages for any of the said full or partial holidays.

#### *Qualification for Journeymen.*

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

#### *Incompetent Workmen.*

10. Any workman who considers himself not capable of earning the wage mentioned in paragraph 4 hereof 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 the 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 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 to him by the secretary of the union requiring his wage to be again fixed in manner prescribed by this clause.

#### *Preference of Employment.*

11. If and so long as the rules of the union shall permit any person now employed in the trade in this industrial district, and any person who may hereafter reside in this industrial district, and who is a competent journeyman, to become a member of such 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 election, then and in such case employers shall when engaging a workman employ members of the union in preference to non-members, provided that there are members of the union equally qualified with non-members

to perform the particular work required to be done, and ready and willing to undertake it.

12. Until the rules of the union are, if necessary, altered in accordance with the provisions of the last preceding clause employers may employ any person, whether a member of the union or not; but no employer shall discriminate against members of the union, and no employer shall, in the employment or dismissal of any person, or in the conduct of his business, do anything for the purpose of injuring the union, whether directly or indirectly.

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

14. When the rules of the union are such as to entitle the members of the union to preference under the foregoing clauses, and at all times thereafter, the union shall keep in some convenient place within one mile from the Chief Post-office in the City of Christchurch 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 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 their best endeavours to verify all the entries contained in such book, and the union shall be answerable as for a breach of this agreement in case any entry therein shall in any particular 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 manner provided by this clause, then and in such case, and so long as such failure shall continue, any employer may, if he so thinks fit, employ any person or persons (whether a member of the union or not) to perform the work required to be performed, notwithstanding the foregoing provisions. Notice by advertisement in the *Press* and *Lyttelton Times* newspapers, published in the City of Christchurch, shall be given by the union of the place where such employment-book is kept and of any change in such place.

#### *Apprentices.*

15. Apprentices shall be legally bound for a term of five years. Any employer shall, before taking an apprentice, be entitled to take him for three months on probation, and if at the end of such proba-

tion he becomes a bound apprentice such period of three months shall be reckoned as part of the period of apprenticeship which under this paragraph he is to serve.

16. The proportion of apprentices shall be regulated as follows : One apprentice for every three journeymen or fraction of three journeymen permanently employed. ("Permanently employed" to mean at least six months' continuous employment.) Where an employer has more than the above proportion of duly indentured apprentices at the time of adopting these rules, no new ones to be taken on until the number has been reduced below the proportion stipulated. No employer to have more than five apprentices.

17. Arrangements between employers and apprentices existing at the time of the hearing of this dispute in this Court shall not be prejudiced, but any employer then employing any apprentice otherwise than under indentures must procure such apprentice to be indentured within three calendar months after the coming into operation of this agreement.

18. If any employer shall from any unforeseen cause be unable to fulfil his obligation to an apprentice it shall be lawful for such apprentice to complete his term with another employer, notwithstanding that such employer has already the full number of apprentices allowed by these conditions.

#### *Wages of Apprentices.*

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

#### *Limitation of Agreement.*

20. This agreement shall apply to and bind employers in Christchurch and its suburbs only, and shall not extend to or bind any persons in any other part of the Industrial District of Canterbury.

21. It shall not apply to tobacconists who are not carrying on the business of hairdressers.

22. The foregoing paragraphs 1 to 22, inclusive, embody the terms, conditions, and provisions referred to in the foregoing agreement, and are hereby declared to be incorporated in and to form part thereof.

Signed on behalf of the Christchurch Hairdressers and Tobacconists' Assistants' Union of Workmen—

JAMES DUKE, Chairman.

ALBERT J. BARRITT, Secretary.

Signed on behalf of the Christchurch Tobacconists and Hairdressers' Association of Employers—

GEO. DAVIES, Chairman.

JOSEPH ESLICK.

GEO. PERKINS, Secretary.