

NORTHERN (AUCKLAND) INDUSTRIAL DISTRICT.

(4217.) AUCKLAND HAIRDRESSERS.—AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the Auckland Hairdressers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers"):

The Auckland Master Hairdressers and Tobacconists' Industrial Union of Employers, Auckland.

Barraclough, J., Mount Eden Road.

Bassett, H., Karangahape Road.

Bolitho, H., Queen Street.

Bradakovitch, N., Victoria Street.

Ball, J., Remuera.

Barton, D., and Son, Ponsonby Road.

Blackford, A., Kingsland.

Coleman, J. W., Queen Street.

Cleal, H., Queen Street.

Cleal, F., Queen Street.

Coldicutt, A., College Hill.

Coldicutt, G., Karangahape Road.

Colgan, G., Karangahape Road.

Cox, W. J., Great North Road.

Clyman, S., Parnell.

Carter, R., Khyber Pass.

Chamberlain, C. H., Otahuhu.

Clegg, H. W., Khyber Pass.

Clowes, S., Dominion Road.

Dawson, J., Eden Terrace.

Delgrosso, M., Wellesley Street.

Dowding, W., Karangahape Road.

Eagleton, R., Victoria Street.

Edwards, George, Dominion Road.

Fielding, F., Queen Street.

Farrow, E., Great North Road.

Front, W., Otahuhu.

Gray, R., Ponsonby Road.

Gunning, H., Dominion Road.

George, V., Northcote.

Green, G., Darby Street.

Gullis, J., Birkenhead.

Hipkins, J., Devonport.

Howlett, F., Karangahape Road.

Hosking, T., Pitt Street.

Holland, G., Hobson Street.

Hughes, W., Newmarket.

Henderson, D., College Hill.
 Hastings, R., Great North Road.
 Iivil Bros., Queen Street.
 Jamieson, W. F., Queen Street.
 Jamieson, W. F., Ponsonby Road.
 Jamieson, G. W., Karangahape Road.
 Jones, J., Waikumete.
 Jones, F., Mount Eden Road.
 Jensen, J., Victoria Street.
 Kneebone, —, Devonport.
 Kolberg, A., Jervois Road.
 Knight, T., Dominion Road.
 Keegan, F., Onehunga.
 Lakey, C., Newmarket.
 Lumsden and Smith, Queen Street.
 Lesuer, J., Ponsonby Road.
 McAuliffe, O. H., Ponsonby Road.
 McKay, W. J., Wellesley Street.
 McDonald, L. N., Grey Street.
 McCarthy, J., Pitt Street.
 McArthur, G., Avondale.
 McMenemy, T., Strand Arcade.
 Matthews, A., Onehunga.
 Marter, F. W., Symonds Street and Eden Terrace.
 Martin, R., Parnell.
 Mason, W. H., Queen Street.
 Newman, E., Victoria Street.
 Norris, J. F., Great North Road.
 Paul, S., Quay Street.
 Potter, E. A. A., Symonds Street.
 Pitchford, G. R., Parnell.
 Passak, G., Ponsonby Road.
 Quinlan, J., Ellerslie.
 Rogers, D., Kingsland.
 Richardson and Douglas, Victoria Street.
 Roberts, J., Epsom.
 Reid, W., Newton.
 Shannon, C., Devonport.
 Sparks, G. W., Onehunga.
 Sharp, H. P., Onehunga.
 Simmonds, D., Queen Street.
 Shirwin, C. F., Eden Terrace.
 Strahan, W., Hobson Street.
 Smythe, R., Hobson Street.
 Selly, J., Victoria Street.
 Sharkey, J., Queen Street.
 Townsend, H. S., Newmarket.
 Tylecoat, P. G., Freeman's Bay.
 Thompson, J. G., Devonport.
 Walker, J., Wellesley Street and Hobson Street.

White, G., Grey Street.
 Wingrave, F., Jervois Road.
 Wallace, W., Symonds Street.
 Whiteman, H., Stanley Street.
 Wild, W., Queen Street.
 Wise, F., Queen Street and Victoria Street.
 Walker, C., Customs Street.
 Willets, F., Ponsonby Road.
 Wilkinson, R., Karangahape Road.

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 such of the employers as were represented either in person or by their representatives duly appointed, 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 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 take effect as from the 1st day of January, 1916, and shall continue in force until the 31st day of December, 1916, and thereafter as provided by section 90, subsection (1) (d), of the Industrial Conciliation and Arbitration Act, 1908.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 29th day of February, 1916.

T. W. STRINGER, Judge.

SCHEDULE.

Hours of Work.

1. The hours of work shall be fifty-two per week, exclusive of meal-hours. The recognized 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 three days of the week, not later than 6 p.m. on one day of the week (except when a full holiday occurs in the same week), not later than 1 o'clock on the afternoon of the weekly half-holiday, and not later than 9.40 o'clock on the evening of one day in the week. On the day preceding any of the full holidays hereinafter referred to (except Christmas Day and New Year's Day) work shall cease not later than 10 o'clock p.m. On the day preceding Christmas Day and New Year's Day work shall cease not later than 11 o'clock p.m.

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 the 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 p.m. and 7 p.m.

Work in Hand.

3. No worker shall be allowed to take a customer into his chair after five minutes before closing-time.

Minimum Wage.

4. The minimum wage to be paid to journeymen or journeywomen hairdressers shall be £2 17s. 6d. per week.

Holidays.

5. The following days shall be observed as full holidays: New Year's Day, Good Friday, Labour Day, the Sovereign's Birthday, Christmas Day, and the Hairdressers' Annual Picnic Day, to be held on the third Wednesday in January.

6. The following holidays shall be observed as partial holidays, namely: 2nd January, Easter Monday, and Boxing Day from 11 o'clock a.m.

7. No deductions shall be made from the week's wage for any of the aforesaid full or partial holidays.

8. In case of any of the holidays mentioned, whether full or partial, falling on a Sunday, it shall be observed on the Monday following.

Qualifications for Journeymen or Journeywomen.

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

Apprentices.

10. (a.) Any employer taking an apprentice to learn the trade shall be deemed to undertake the duty which he agrees to perform as a duty enforceable under this award, and shall pay such apprentice not less than the undermentioned rates of wages, namely:

For the first year, not less than 7s. 6d. per week; for the second year, not less than 12s. 6d. per week; for the third year, not less than 17s. 6d. per week; for the fourth year, not less than £1 2s. 6d. per week; and for the fifth year, not less than £1 12s. 6d. per week.

(b.) The period of apprenticeship shall be five years, but three months' probation shall be allowed the first employer of any apprentice to determine his or her fitness, such three months to be included in the period of apprenticeship, and the obligation of an apprentice to serve the employer shall be deemed to be a duty enforceable under this award.

(c.) At the end of the period of apprenticeship the employer shall give the apprentice a certificate to show that the apprentice has served such period of apprenticeship. Should the employer at any time before the termination of the apprenticeship wish for any reason to dispense with the services of the apprentice he shall give such apprentice a certificate for the time served and procure him or her another employer carrying on business within a reasonable distance of the original employer's place of business, who will continue to teach the apprentice, to pay the wages prescribed by this award according to the total length of time he or she has served, and generally to perform the obligation of the original employer: Provided that it shall not be obligatory upon an employer to find the apprentice another employer if the apprentice shall so misconduct himself or herself as to entitle the employer to discharge such apprentice, but he shall give the apprentice a certificate covering the time actually served.

(d.) An employer taking an apprentice shall give notice thereof and the name of the apprentice to the Inspector of Factories, and also to the secretary of the workers' union, within one week after the expiration of the period of probation, and an employer transferring an apprentice to another employer shall similarly within one week thereof give notice of such transfer to such Inspector and also to such secretary.

(e.) An employer shall not be deemed to discharge his duty towards his apprentice if he fails to keep such apprentice at work owing to slackness of work, but such slackness may form a proper ground for transferring the apprentice to a master willing to undertake the responsibility of teaching him or her.

(f.) When an apprentice is discharged for cause the employer shall send notice of the discharge and the cause thereof to the Inspector of Factories and also to the secretary of the union.

(g.) No deduction shall be made from the wages of an apprentice except for time lost through the worker's own default, and the apprentice shall make up such lost time before the following year of his apprenticeship shall be deemed to commence, and the total period of his apprenticeship shall be extended for a period equal to such lost time.

Board and Lodging.

11. It shall not be permissible for an employer to provide board or lodging for any worker other than a member of his own family or a youth from an orphan home.

Temporary Employment.

12. An employee who is permanently employed in any saloon shall be permitted to accept temporary employment in any other saloon on the afternoon or evening of his weekly half-holiday, provided no other suitable man can be procured.

Casual Workers.

13. Casual labour shall be paid for at the rate of not less than 12s. 6d. for long days, and not less than 10s. for other days, except on the statutory half-holiday, when it shall be 5s.

Preference.

14. (a.) If any employer shall hereafter engage any worker coming within the scope of this award who shall not be a member of the union, and who shall not become a member thereof within one calendar month after his engagement and remain such member, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union equally qualified to perform the particular work required to be done, and ready and willing to undertake the same.

(b.) The provisions of the foregoing clause shall operate only if and so long as the rules of the union shall permit any hairdresser of good character and sober habits to become a member of the union upon payment of an entrance fee not exceeding 5s., upon a written application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

Uniforms.

15. If an employer requires his employee to wear any distinctive uniform needing laundry-work, such employer shall pay all laundry expenses connected therewith.

Managers.

16. Nothing in this award shall apply to any employee engaged as manager.

Under-rate Workers.

17. (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 fourteen 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 Factories 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 Award.

18. This award shall apply only to employers carrying on business within a radius of ten miles from the Chief Post-office in the City of Auckland.

Term of Award.

19. This award shall come into force as from the 1st day of January, 1916, and shall continue in force until the 31st day of December, 1916.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 29th day of February, 1916.

T. W. STRINGER, Judge.

MEMORANDUM.

This award embodies without alteration the recommendation of the Council of Conciliation, which the parties agreed to accept.

T. W. STRINGER, Judge.

NOTE.—Section 90, subsection (1) (d), of the Industrial Conciliation and Arbitration Act, 1908, provides that, notwithstanding the expiration of the currency of the award, the award shall continue in force until a new award has been duly made or an industrial agreement entered into, except where the registration of an industrial union of workers bound by such award has been cancelled.

(4218.) NORTHERN DISTRICT GUM-WORKERS.—AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an industrial dispute between the Auckland Gum-workers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

The Auckland Provincial Gum-dealers' Industrial Union of Employers, High Street, Auckland.

Andreae and Co., gum-merchants, Coburg Street, Auckland.

Bankart Bros., gum-merchants, O'Connell Street, Auckland.

Gillespie, L. C., and Sons, gum-merchants, Customs Street, Auckland.

Greville, R. P., gum-merchant, Hobson Street, Auckland.

Harrison, W., gum-merchant, Whangarei.

Langguth and Co., gum-merchants, Customs Street, Auckland.

Lawrence, W. R., and Co., gum-merchants, Totara North.

Lichenstein and Arnoldson, gum-merchants, Quay Street, Auckland.

Maxwell, L. S., gum-merchant, Customs Street East, Auckland.

Miller, H., and Co., gum-merchants, Fort Street, Auckland.

Miller, R. and J., gum-merchants, The Strand, Auckland.

Mitchelson, E., and Co., gum-merchants, Albert Street, Auckland.

Morton, Edward, gum-merchant, Customs Street, Auckland.

Patterson, G. W. S., gum-merchant, Gore Street, Auckland.

Rawnsley, S., gum-merchant, Quay Street, Auckland.

Wharfe, W. H., Hobson Street, Auckland.

Winterbourne, S., and Co., gum-merchants, Albert Street, Auckland.

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 such of the employers as were represented either in person or by their representatives duly appointed, 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 re-

spectively 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 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 take effect as from the 29th day of January, 1916, and shall continue in force until the 29th day of January, 1917, and thereafter as provided by section 90, subsection (1) (d), of the Industrial Conciliation and Arbitration Act, 1908.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 29th day of February, 1916.

T. W. STRINGER, Judge.

SCHEDULE.

Hours of Work.

1. A week's work shall not exceed forty-seven hours, and work shall commence at 7.30 a.m. and cease at 5 p.m., with one hour for dinner between 12 and 1 o'clock, on five days of the week. On Saturday work shall commence at 7.30 a.m. and cease at noon. From the 1st May to the 31st August the dinner-hour may be so curtailed as to provide for work ceasing at 4.45 p.m.

Rates of Pay.

2. (a.) Sorters shall receive not less than 1s. 2½d. per hour. Learners doing sorting shall receive not less than 9½d. per hour for the first six months, not less than 11d. per hour for the second six months, and after that period they shall be held to be fully competent to receive the full rate hereinbefore provided.

(b.) The minimum wage for workers other than those provided for in clauses 2 (a), 3, and 6 hereof shall be 1s. 1½d. per hour.

(c.) All work required to be done in a kneeling position beyond half an hour in any one day shall be paid for at the rate of 1s. 6d. per hour.

Boys and Youths.

3. Boys and youths may be employed up to the age of nineteen years at such rates as may be agreed upon between employer and worker.

Proportion of Learners—Boys and Youths.

4. The proportion of learners, boys and youths, shall not at any time exceed one boy, youth, or learner to every four or fraction of four other workers employed.

Under-rate Workers.

5. (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 fourteen 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 Factories 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.

Casual Labour.

6. Casual labour shall be paid for at 1s. 4d. per hour. "Casual labour" is all employment lasting not more than four days and terminated by the employer.

Holidays.

7. New Year's Day, 2nd January, Anniversary Day, Good Friday, Easter Monday, Labour Day, King's Birthday, Christmas Day, and Boxing Day.

Overtime.

8. Work done on Christmas Day, Good Friday, and Sundays shall be paid for at the rate of double time. Work done on any of

the other holidays shall be paid for at the rate of time and a half. All work done before and after the hours mentioned in clause 1 hereof shall be paid for at the rate of time and a quarter for the first two hours, time and a half up to 10 p.m., and thereafter double time to 7.30 a.m. if worked continuously.

Preference.

9. (a.) If any employer shall hereafter engage any worker coming within the scope of this award who shall not be a member of the union, and who shall not become a member thereof within fourteen days after his engagement and remain such member, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union equally qualified to perform the particular work required to be done, and ready and willing to undertake the same.

(b.) The provisions of the foregoing clause shall operate only if and so long as the rules of the union shall permit any worker coming within the scope of this award of good character and sober habits to become a member of the union upon payment of an entrance fee not exceeding 5s., upon a written application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

Scope of Award.

10. This award shall bind the parties hereto and all persons who may hereafter be engaged in this industrial district in the preparation of kauri-gum for export.

Term of Award.

11. This award shall come into force as from the 29th day of January, 1916, and shall remain in force until the 29th day of January, 1917.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the said Court hath hereunto set his hand, this 29th day of February, 1916.

T. W. STRINGER, Judge.

MEMORANDUM.

This award embodies without alteration the recommendation of the Council of Conciliation, which the parties agreed to accept.

T. W. STRINGER, Judge.

NOTE.—Section 90, subsection (1) (d), of the Industrial Conciliation and Arbitration Act, 1908, provides that, notwithstanding the expiration of the currency of the award, the award shall continue in force until a new award has been duly made or an industrial agreement entered into, except where the registration of an industrial union of workers bound by such award has been cancelled.