

(4272.) WELLINGTON HAIRDRESSERS' ASSISTANTS.—AWARD.

In the Court of Arbitration of New Zealand, Wellington 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 Wellington Hairdressers' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Aldous, George and Charles, Lambton Quay, Wellington.

Alpe, F., Cuba Street, Wellington.

Anderson, Edward G., Taranaki Street, Wellington.

Banks, Albert, Riddiford Street, Newtown.

Baudinet, Charles F., Lambton Quay, Wellington.

Bedell, Walter H., Molesworth Street, Wellington.

Benman, Abraham, Lambton Quay, Wellington.

Bennett, J., Main Road, Lower Hutt.

Boffa, Frank, Courtenay Place, Wellington.

Bosher, W., Cuba Street, Wellington.

Bradley and Harris, Featherston Street, Wellington.

Caplin, Thomas C., Cuba Street, Wellington.

Carter, Thomas, Petone.

Cooze, F., Kaiwarra.

Cording, E., Courtenay Place, Wellington.

Corneal, William Henry, Courtenay Place, Wellington.

Cusack and Empson, Manners Street, Wellington.

Dentice, Vincent, Cuba Street, Wellington.

Donnelly and Co., Cuba Street, Wellington.

Downes, Joseph, Willis Street, Wellington.

Edgington, Alfred, Riddiford Street, Newtown.

Freeman, H., Lambton Quay, Wellington.
 Grant, Henry, Ingestre Street, Wellington.
 Galvin and Co., Manners Street, Wellington.
 Harper, J., Willis Street, Wellington.
 Harris, William J., Main Street, Lower Hutt.
 Haynes, Charles, Molesworth Street, Wellington.
 Heathcote, G., Jackson Street, Petone.
 Heywood, Lionel, Riddiford Street, Newtown.
 Houldsworth, Richard, Cuba Street, Wellington.
 Howe and Sowman, Lambton Quay and Willis Street, Wellington.
 Hyman and Co., Willis Street, Wellington.
 Ingram, W., Willis Street, Wellington.
 Knowsley, E., Willis Street, Wellington.
 Linart, H., Willis Street, Wellington.
 Lust, J., Manners Street, Wellington.
 McCabe, Joseph, Cuba Street, Wellington.
 Mercer, William, Adelaide Road, Wellington.
 Morris and Son, Willis Street, Wellington.
 Morteale, H., Manners Street, Wellington.
 Nash, H., Courtenay Place, Wellington.
 Orsborn, Harold O., Lambton Quay, Wellington.
 Perry, E., Manners Street, Wellington.
 Price, Gilbert H., Mercer Street, Wellington.
 Parrant, J., Jackson Street, Petone.
 Ransford, C., Jackson Street, Petone.
 Simpson, Henry, Petone.
 Shakes, Richard James, Manners Street, Wellington.
 Sigall, Samuel, (Limited), Lambton Quay, Wellington.
 Turner, Angus, Brooklyn.
 Turner, John L., Cuba Street, Wellington.
 Wahren and Staub, Lambton Quay, Wellington.
 Walker, James W., Lambton Quay, Wellington.
 Walling, Arthur, Manners Street, Wellington.
 Walsh, M., Willis Street, Wellington.
 Waring, Benedict, Kilbirnie, Wellington.
 Webster, George, Riddiford Street, Newtown.

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 March, 1916, and shall continue in force until the 1st day of March, 1919, and thereafter as provided by subsection (1) (d) of section 90 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 2nd day of May, 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 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 6 p.m. on one day of each week, and not later than 7 p.m. on three days of the week, and not later than 9 p.m. on the late night, which may be either Wednesday, Friday, or Saturday, and not later than 9 p.m. on Christmas Eve and New Year's Eve.

Meal-hours.

2. Meal-hours shall be arranged by each employer in each establishment according to the circumstances of his business, but so that not less than one hour shall be allowed off for dinner and half an hour for tea, except on the late night, when one hour shall be allowed for tea; and no employee shall be required to work more than five hours without an interval for a meal.

Work in Hand.

3. No worker shall be allowed to take a customer into his chair after five minutes before closing-hour as prescribed in clause 1 hereof, nor shall he be detained more than five minutes after the said closing-hour. Only one thing allowed—that is, haircutting, shampoo, shave, or vibrator.

Minimum Wage.

4. (a.) The minimum wage to be paid to journeymen or journeywomen shall be as follows: First chairman or chairwoman, £3 5s. per week; all other journeymen or journeywomen, £3 per week: Provided that where an employer works thirty hours or more as a journeyman in his own saloon he shall be classed as first chairman for the purposes of this clause.

(b.) Any worker who at the date of the coming into operation of this award is in receipt of wages in excess of those prescribed in the preceding clause shall not have his or her wages reduced.

Holidays.

5. The following days shall be observed as full holidays: New Year's Day, Good Friday, Sovereign's Birthday, Labour Day, Easter Monday, Boxing Day, Christmas Day, Anniversary Day, and the second Tuesday in February (to be set apart as the Hairdressers' Picnic Day).

6. No deduction shall be made from the week's wages for any of the aforesaid holidays.

7. In case any of the holidays mentioned shall fall on a Sunday it shall be observed on the Monday following.

Half-holiday.

8. Where an establishment closes for the weekly half-holiday on some other day than Saturday the alternative day shall be Wednesday.

Qualifications of Journeymen or Journeywomen.

9. A "journeyman" or "journeywoman" shall mean one who has been 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 rate of wages, namely: For the first year, 10s. per week; for the second year, 15s. per week; for the third year, £1 per week; for the fourth year, £1 5s. per week; and for the fifth year, £1 15s. 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 fitness, such three months to be included in the period of apprenticeship; and the obligation of the apprentice to serve his 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 he has served his 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 him a certificate for the time served and procure him 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 him the wages prescribed by this award according to the total length of time he 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 he shall so misconduct himself as to entitle the employer to discharge him, but he shall give him a certificate for the time actually served.

(d.) An employer taking an apprentice shall give notice thereof and of the name of the apprentice to the Inspector of Factories, and also to the secretary of the 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 of 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 or sickness, 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.

(h.) 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 the filing of this award no new ones shall be taken on until the number has been reduced below the proportion stipulated. No employer shall have more than five apprentices. Where an employer is working at a chair he shall be considered a journeyman in respect of this clause.

Leasing Chairs.

11. Where a person who carries on the business of a hairdresser or tobacconist lets any chair or part of his shop for the purposes of hairdressing to any other person, such last-mentioned person shall, for the purposes of this award, be deemed to be a worker, and such first-mentioned person shall be deemed to be an employer.

Preference.

12. (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.

Collection of Union Dues.

13. No employer shall place any obstacle in the way of any representative of the union in the collection of moneys due, provided that the collection shall not take place in any workroom more often than once a month, and that the representative of the union shall obtain permission from the employer prior to visiting such workroom.

Board and Lodging.

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

Casual Workers.

15. Casual labour shall be paid for at the rate of not less than 15s. for long days and not less than 12s. 6d. for other days, except on the statutory half-holiday, when it shall be 7s. 6d.

Scope of Award.

16. This award shall apply only to employers carrying on business within a radius of twenty-five miles from the Chief Post-office in the City of Wellington.

Term of Award.

17. This award shall come into force as from the 1st day of March, 1916, and shall continue in force until the 1st day of March, 1919.

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 2nd day of May, 1916.

____ T. W. STRINGER, Judge.

MEMORANDUM.

This award is based for the most part on the recommendations of the Council of Conciliation. At the hearing the parties agreed

to accept the Court's preference clause, and also agreed upon the term of the award. A clause which provided that no employee permanently employed in a saloon should accept temporary employment in any other saloon on the afternoon or evening of his weekly half-holiday has been struck out on the grounds that the Court has no jurisdiction to insert such a clause. (See Book of Awards, Vol. xiv, p. 611, Memorandum; Vol. xiv, p. 725, Memorandum.)

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.
