

(7974.) NELSON HAIRDRESSERS' ASSISTANTS.—AWARD.

In the Court of Arbitration of New Zealand, Nelson 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 Nelson Amalgamated Society of Shop Assistants' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Bockmann, J. H., Hairdresser, Trafalgar Street, Nelson.

Canning, H., Hairdresser, Hardy Street, Nelson.

Goodman, J., Hairdresser, Motueka.

Macaulay, J., Hairdresser, Hardy Street, Nelson.

Skilton, C., Hairdresser, Motueka.

Stallard, K., Hairdresser, Hardy Street, Nelson.

Sutton, C. H., Hairdresser, Richmond.

Sutton Roy, Hairdresser, Wakefield.

Turley, W., Hairdresser, Bridge Street, Nelson.

White and Co., Hairdressers, Trafalgar and Bridge Streets,  
Nelson.

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, 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 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 a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as hereinafter provided and shall continue in force until the 10th day of November, 1926, 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 affixed, and the Judge of the Court hath hereunto set his hand this 17th day of December, 1924.

[L.S.]

F. V. FRAZER, Judge.

#### SCHEDULE.

1. For the purposes of this award every person shall be deemed to be a hairdresser's assistant who is engaged in the establishment of those employers who are bound by this award.

#### *Hours of Work.*

2. The hours of work shall be forty-eight per week, exclusive of meal-hours. They shall be worked between the hours of 8 a.m. and 6 p.m. on four days of the week, 8 a.m. and 1 p.m. on the day of the half-holiday, 8 a.m. and 9 p.m. on the late night. On Christmas Eve and New Year's Eve and the night preceding Good Friday the provisions of the Shops and Offices Act shall apply.

#### *Meal-hours.*

3. 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 o'clock, on five days of the week ; one hour for dinner, between 12

noon and 2 o'clock, and one hour for tea, between the hours of 5 o'clock p.m. and 7 p.m., on one day.

4. All work in hand in connection with hair-cutting and shaving shall be finished before the workmen leave their work. "Work in hand" means work in the chair.

#### *Wages.*

5. (a.) The minimum wage to be paid to journeymen hairdressers shall be £4 12s. 6d. per week.

(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 subclause shall not have his wages reduced.

#### *Holidays.*

6. (a.) The following shall be observed as full holidays, viz., Christmas Day, Boxing Day, New Year's Day, 2nd January, Good Friday, Easter Monday, Anniversary Day, Labour Day, Sovereign's Birthday, and Anzac Day.

(b.) Should any of the above holidays except Anzac Day, fall on a Sunday, then, for the purposes of this award, such holiday shall be observed on the following Monday.

(c.) Any work done on Sundays or any of the above holidays, or days observed in lieu thereof, shall be paid for at double-time rates. The said payments shall be in addition to the ordinary weekly wage.

(d.) The following shall be observed as partial holidays: Show Day, from 12 noon.

(e.) On completion of each twelve months of his services with the employer each worker shall be entitled to a holiday of seven consecutive days on full pay exclusive of those mentioned in clause 6.

(f.) No deduction shall be made from the week's wage for any of the full or partial holidays mentioned in subclauses (a), (b), (c), (d), and (e) hereof, save for sickness or default.

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

#### *Weekly Employment.*

8. The employment shall be deemed to be a weekly employment, and no deduction shall be made from the weekly wages save for sickness or the default of the worker.

#### *Under-rate Workers.*

9. (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.

#### *Preference.*

10. (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.

(c.) Whenever an employer shall employ any worker who is not a member of the union he shall, within three days thereafter, give notice in writing of such employment to the secretary of the union.

#### *Collection of Union Dues.*

11. No employer shall place any obstacle in the way of any representative of the union in the collection of money due, provided that the collection shall not take place in any workroom more often than once a month.

*Time and Wages Book.*

12. The occupier of a shop in which one or more shop-assistants are employed shall at all times keep, in the prescribed form, or in such other form as may be approved by the Inspector, a record in English (called the "wages and time book") showing in the case of each assistant (a) the name of the assistant, together with his age (if under twenty years of age), (b) the kind of work in which he is usually employed, (c) the hours of his employment during each week, (d) the wages paid each week, and (e) such other particulars as are prescribed by regulations.

13. Each employee on leaving or being discharged from his or her employment shall be given, on request, within twenty-four hours thereafter, a reference in writing stating position held and length of service.

*Scope of Award.*

14. This award shall be limited in its operation to employers carrying on business within a radius of thirty-four miles from the Nelson Post-office.

*Term of Award.*

15. This award in so far as it relates to wages shall be deemed to have come into force on the 10th day of November, 1924, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 10th day of November, 1926.

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 17th day of December, 1924.

[L.S.]

F. V. FRAZER, Judge.

**MEMORANDUM.**

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

[L.S.]

F. V. FRAZER, Judge.