

(7756.) PALMERSTON NORTH (THREE - MILES RADIUS) HAIRDRESSERS', HAIRWORKERS', AND WIGMAKERS' 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', Hairworkers', and Wigmakers' Assistants' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

*Palmerston North.*

Brice, J. T., Hairdresser and Tobacconist, The Square.  
Clinton, D., Hairdresser and Tobacconist, Main Street West.  
Crystall, W. M., Hairdresser and Tobacconist, The Square.  
Giorgi, L., Hairdresser and Tobacconist, The Square.  
Haybittle, B., Hairdresser and Tobacconist, Cuba Street.  
Leary, A., Hairdresser and Tobacconist, The Square.  
Mowlem, F., Hairdresser and Tobacconist, The Square.  
Nasmith, W., Hairdresser and Tobacconist, Rangitikei Street.  
Penman, C., Hairdresser and Tobacconist, Rangitikei Street.  
Pratt, B., Hairdresser and Tobacconist, Broadway.  
Read, H., Hairdresser and Tobacconist, Camble Street.  
Rickets, H., Hairdresser and Tobacconist, Main Street West.  
Turner, A. E., Hairdresser and Tobacconist, Main Street West.

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 from the 14th day of April, 1924, and shall continue in force until the 14th day of April, 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 4th day of April, 1924.

[L.S.]

— F. V. FRAZER, Judge.

#### SCHEDULE.

##### *Hours of Work.*

1. The hours of work shall be forty-eight per week, exclusive of meal-hours. They shall be worked between 8 a.m. and 6 p.m. on Mondays, Tuesdays, Thursdays, and Fridays ; 8 a.m. and 12 noon on Wednesdays ; and 8 a.m. and 9 p.m. on Saturdays.

##### *Meal-hours.*

2. Meal-hours shall be arranged by each employer in each establishment according to the circumstances of his business, so that not less than one hour shall be allowed off for dinner, between the hours of 12 noon and 2 p.m. on five days of the week, and on the late night one hour for tea, between 5 p.m. and 7 p.m.

##### *Wages.*

3. (a.) The minimum wage to be paid to journeymen or journeywomen hairdressers, hairworkers, or wigmakers shall be £4 7s. 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 or her wages reduced. All wages shall be paid on Friday night. Time lost through the sickness or default of the worker may be deducted from his or her wages.

*Holidays.*

4. The following shall be observed as full holidays: New Year's Day, Good Friday, Labour Day, Sovereign's Birthday, Christmas Day, and Anniversary Day.

Easter Monday and Boxing Day shall be observed as full holidays, except that employees may be required to work from 8 a.m. till 11 a.m.

The second Wednesday in February shall be set apart as hairdressers' picnic day.

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

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

One week's holiday annually shall be given to each employee in each establishment after twelve months' service in such establishment. Full pay shall be paid for the annual holiday.

*Qualification of Journeymen and Journeywomen.*

5. A "journeyman" or "journeywoman" shall mean one who has been at the trade for a period of not less than five years.

*Collection of Union Dues.*

6. 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.

*Board and Lodging.*

7. 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 orphan's home.

*Late Night.*

8. One late night (which shall be on Saturday only) shall be observed for assistants in any hairdressing establishment. Christmas Eve and New Year's Eve shall take the place of the ordinary late night.

*Casual Workers.*

9. Casual workers shall be paid at the rate of not less than £1 for long days, and not less than 15s. for other days, except the statutory half-holiday, when the rate of pay shall be 10s.

*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 or verbal 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 seven days thereafter, give notice in writing of such employment to the secretary of the union.

#### *Place of Engagement.*

11. When an employer wishes to obtain the services of a worker he shall make application to the secretary of the union to supply him with the required worker, and if the union is not in a position to supply his requirements within a reasonable prescribed time, the employer may engage any person, whether a member of the union or otherwise. Employers shall notify the union of the engagement of such worker within twenty-four hours of such engagement.

#### *Uniforms.*

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

#### *Scope of Award.*

13. This award shall operate throughout that portion of the Wellington Industrial District lying within a radius of three miles from the chief post-office of Palmerston North, in connection with businesses which comprise—

(1.) Lathering, shaving, sponging, cutting, singeing, shampooing, brushing, combing, waving, dressing, tinting, dyeing, bleaching, or similar operations performed on hair growing on human beings.

(2.) Any of the following operations, when performed in or in connection with any business, establishment, branch, or department in which any of the operations specified in this paragraph or in paragraph (1) above are the main or principal business of the business, establishment, branch, or department, viz. :—

(a.) The designing, making, or renovating of wigs, whiskers, beards, moustaches, fringes, toupees, switches, pads, frames, pin-curls, partings, transformations, or similar articles for human use or adornment.

(b.) Razor-setting, hand or vibro massage, perfuming, electric treatment, depilatory operations, when carried on in association with or in conjunction with any of the operations included in paragraph (1) above.

*Term of Award.*

14. This award shall come into force on the 14th day of April, 1924, and shall continue in force until the 14th day of April, 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 4th day of April, 1924.

[L.S.]

F. V. FRAZER, Judge.

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MEMORANDUM.

This award embodies the recommendations of the Conciliation Council, which the parties agreed to accept. The recommendations contained an apprentice clause, which, owing to the Apprentices Act, 1923, coming into operation before the award could be filed, has had to be deleted. The matter of apprentices can now be dealt with at any time under the provisions of that Act.

[L.S.]

F. V. FRAZER, Judge.