

(8357.) AUCKLAND (TEN-MILES RADIUS) HAIRDRESSERS' ASSISTANTS.—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' Assistants' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Auckland.

- Alcock, D., 107 Great North Road.
 Allen, George, 525 Manukau Road, Epsom.
 Ansell, M. B., 239 Manukau Road, Newmarket.
 Arnott, B., 1A Queen Street.
 Ball, C., The Club, Remuera Road.
 Balu, T., 59 Wellesley Street West.
 Barker, H., and Company, 57 Victoria Street.
 Barton, H., 12 Ponsonby Road.
 Bassett, T., 125 Ponsonby Road.
 Beer, A. S., Great South Road Terminus.
 Bell, W., 15 Darby Street.
 Black, Alexander, St. Helier's Bay.
 Bleasel, H., 254 Manukau Road, Newmarket.
 Blenkin, T. E., 58 Manukau Road, Parnell.
 Bonnar, W., Edendale Terminus.
 Brierley, H., 548 Dominion Road.
 Briggs, M., 170 Karangahape Road.
 Brodanovitch, M., 101 Victoria Street.
 Brown, G. H., 236 Jervois Road.
 Buckley, Joe, 146 Queen Street, Onehunga.
 Burns, A., 6 Great North Road.
 Burns, E., 209 Karangahape Road.
 Carter and Asher, 124 Queen Street.
 Channing, Fred, 212 Ponsonby Road.
 Clegg, Harry W., 182 Queen Street, Onehunga.
 Clow, J., 10 Victoria Street.
 Clowes, Siah, 27 Victoria Road, Devonport.
 Coleman, J. W., Queen Street.
 Collins, Sid, 159 Mount Eden Road.
 Dahya, R., and Company, 109 Hobson Street.
 Dawson, J. and C., 1A Eden Terrace.
 Dawson, Sam, 14 Dominion Road.
 Delgrosso, D., 8 Durham Street East.
 Drott and Johns, 45 Victoria Street.
 Dullabh Kanji, 6A Wakefield Street.
 Eagleton, Alex. E., 254 Dominion Road.
 Eagleton, R., 6 Victoria Street.
 Edwards, G., Milford.
 Ekman, E., 430 Mount Eden Road.
 Elias, B., 179 Hobson Street.
 Eyles, R. J., 76 Queen Street.
 Fielding, F., 324 Queen Street.
 Govind, D., and Company, 125 Victoria Street.
 Green and Newman, Edean's Buildings, Queen Street.
 Gunning, N., 271 Dominion Road.
 Hadfield, Ralph, 64 Jervois Road.

Hebden, R., 179 New North Road, Kingsland.
 Henderson, H., 8 College Hill.
 Hibbert, J. B., 221 Karangahape Road.
 Hill, Les., 14 Dominion Road.
 Hill, Les. G., 13 Gittos Street, Parnell.
 Hipkins, J., 13 Marine Square, Devonport.
 Hoppy, R., 525A Dominion Road.
 Hunt, E., 4 Belgium Street.
 Ivil, B., 3 Karangahape Road.
 Ivil, W. G., 108 Queen Street.
 Jackson, George, 77 Queen Street.
 Jakich, M., 108 Hobson Street.
 Jamieson, W. F., 95 Queen Street.
 Jensen, J., 299 Ponsonby Road.
 Jina, L., 227 Hobson Street.
 Johnston, C. S., 176 Manukau Road, Newmarket.
 Jones and Jones, 149 Victoria Street.
 Kara, G., 40 Khyber Pass.
 Kennedy, T., 59 Mount Eden Road.
 Kirby, W., 3 Wellesley Street East.
 Kirby, W., near Hall, Point Chevalier.
 Kleiman, S., Palmerston Buildings, Customs Street West.
 Knight, T. G., 233 Dominion Road.
 Knock, C. G., Tivoli Hairdressing Saloon, Karangahape Road.
 Knott, F., 80A Wellesley Street West.
 Knott, W., Quay Street East.
 Lakey, C. J., 509 Manukau Road, Epsom.
 Lawrence, H., 37 Queen Street.
 Leach, Arthur, Royal Oak.
 Lestjardins, J., 63 Albert Street.
 Lumsden and Smith, 284 Queen Street.
 McAuliffe, O., 258 Karangahape Road.
 McAuliffe, T., 125 Ponsonby Road.
 McDonald, L. N., 28 Victoria Street.
 McKernan, A., 13 Marine Square, Devonport.
 McMenemy, T., Strand Arcade.
 McNaughton, J., 7 Khyber Pass.
 Maison Roberts, 16 Darby Street.
 Mancho, M., and Company, 19 Wellesley Street West.
 Marshall, A., Hurstmere Road, Takapuna.
 Marter, Fred, 137 Symonds Street.
 Martin, E. C., Panmure Road, Ellerslie.
 Martin, R., 21 Manukau Road, Parnell.
 Mason, W., 126 Valley Road, Dominion Road.
 Murray, E., 106 Victoria Street.
 Naden, Paul, 222 Queen Street.
 Nolan, J., 55 Richmond Avenue, Grey Lynn.
 Norris, J. F., 143 Great North Road.
 Pasalie and Alac, 82 Victoria Street.
 Passek, George, 153 Ponsonby Road.
 Paterson, Frank, 362 Queen Street.
 Peirce, R., Queen Street, Onehunga.
 Pettie, F. W., 296 Queen Street.
 Pitchford, R. G., 200 Hobson Street.
 Porter, F., 263 Queen Street.
 Reid, W., Great South Road, Otahuhu.
 Richardson, Ralph, 7 Victoria Street.
 Robin, A., Hurstmere Road, Takapuna.
 Rogers, D., Green Lane.

Ruston, H., 65 Manukau Road, Parnell.
 Sampson, T., 160 Manukau Road, Newmarket.
 Samson and Goldsbro', 143 Manukau Road, Newmarket.
 Selley, J., 195 Hobson Street.
 Sharkey, P. J., 287 Great North Road.
 Sharp, Miss E. F., King's Theatre, France Street.
 Sherwin, George F., 221 Symonds Street.
 Skentelbery, R., 211 New North Road, Kingsland.
 Smyth, J., Station Street, Newmarket.
 Smythe, R., 156A Hobson Street.
 Sparkes, Geoff, 190 Queen Street, Onehunga.
 Speck, Albert, 111 Eden Terrace.
 Sutcliffe, H. G., 79 Victoria Road, Devonport.
 Sykes, G., 78 Pitt Street.
 Teirney, L., and Son, Great North Road, Avondale.
 Thompson, W., Rosebank Road, Avondale.
 Turner, W., Great South Road, Otahuhu.
 Tylcoat, G., 4 Patteson Street.
 Vokes, E., 59 Mount Eden Road.
 Walker, J., Greenwood's Corner, Epsom.
 Walker, R., 8 Customs Street West.
 Wallace, W., 163 Symonds Street.
 Walsh, R. J. G., 96 College Hill.
 Wilkinson, Reg., New North Road, Mount Albert.
 Wingrave, Frank, 176 Jervois Road.
 Woods, Chas., 9A Customs Street West.
 Woods, Phil. J., Great North Road, Avondale.
 Wynn, J., Queen Street, Onehunga.

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 2nd day of November, 1925, and shall continue in force until the 2nd day of November, 1927, 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 19th day of October, 1925.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Hours of Work.

1. (a.) The hours of work shall be forty-eight per week, exclusive of meal-hours, to be worked between the hours of 8 a.m. and 6 p.m. on Monday, Tuesday, Wednesday, and Thursday, between the hours of 8 a.m. and 9 p.m. on Friday, and between the hours of 8 a.m. and 1 p.m. on Saturday. If any of the full holidays hereinafter mentioned falls on a Friday, or if any such full holiday falls on a Thursday and is followed by a partial holiday on the Friday of the same week, the late night may in either of such cases be worked on the day preceding the full holiday: Provided, however, that in the event of Christmas Day or New Year's Day falling on a Tuesday or Wednesday the hour for ceasing work shall be not later than 8 p.m. on the day preceding such holiday and on the Friday of the same week.

(b.) In the event of the Shops and Offices Act, 1921-22, being amended, or any other Act being passed which shall reduce the hours of employment of hairdressers' assistants, such reduced hours shall be deemed to be incorporated in this award.

(c.) All hairdressers' saloons shall be closed on each working-day at the hour fixed by this award for assistants to cease work on that day: Provided that on any day on which an assistant may be employed until 6 p.m., the hour at which all saloons shall be closed shall be 7 p.m.: Provided further that all subsisting orders of exemption from the provisions of the closing-hours clause of the former award, dated the 20th day of October, 1921, shall remain in full force and effect as if they had been made under this award.

Work in Hand.

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

Minimum Wage.

3. (a.) The minimum wage to be paid to journeymen hairdressers shall be £4 17s. 6d. per week.

(b.) The wages provided for in subclause (a) hereof shall be deemed to be weekly wages, and no deduction shall be made from same except for time lost through the workers' own default or sickness.

(c.) All wages shall be paid weekly not later than Friday, and punctually on the termination of the working-hours.

Termination of Employment.

4. The engagement except in the case of casual workers shall be deemed to be a weekly one, and one week's notice of dismissal or resignation shall be given by the employer or worker, or a week's wages paid by either in lieu thereof; but this shall not prevent any employer from dismissing a worker for good cause.

Holidays.

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

(b.) If any of the holidays mentioned in subclause (a) except Anzac Day falls on a Sunday, it shall be observed on the Monday following.

(c.) Each assistant shall, after having served twelve complete months in any establishment, receive one week's holiday on full pay. The period of service shall not include any time served previously to the coming into force of this award.

Classification.

6. The following workers only may be employed at the trade—viz., journeymen (which shall include journeywomen), apprentices, and under-rate workers.

Qualifications for Journeymen and Journeywomen.

7. A "journeyman" or a "journeywoman" shall mean one who has served his or her apprenticeship to the trade.

Board and Lodging.

8. 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 home, except by agreement between the union and the employer concerned.

Casual Workers.

9. (a.) When an assistant is engaged on the understanding that the engagement will not exceed five days such employment shall be deemed to be casual and the rates of pay specified below shall be payable. If it is intended that a full week's work shall be done the weekly wage

shall apply. After two complete weeks have been served by a worker engaged casually, without notice of intention to terminate the employment, the engagement shall be deemed permanent and clause 4 shall apply.

(b.) Casual labour shall be paid for at the rate of not less than £1 2s. 6d. for long days and not less than 17s. 6d. for other days, except on the statutory half-holiday, when it shall be 12s. 6d.

Uniforms.

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

Managers.

11. (a.) Nothing in this award shall apply to any employee engaged as a manager, provided that not less than the wages specified for journeymen are paid.

(b.) There shall be only one manager allowed to one saloon, and no employee shall be classed as manager in any saloon in which the employer himself substantially works at the trade.

(c.) The appointment of an assistant as manager shall be notified to the secretary of the union; in case of the illness of the proprietor or manager, or any other emergency, a "temporary manager" may be appointed, subject to notification to the secretary of the union.

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, and such fines as may be lawfully imposed on him for non-attendance without reasonable excuse at a specially called meeting of the union, of which written notice has been given to him or sent to him by post at his last address as notified by him to the union, or for misconduct at a meeting of the union, or for being more than three months in arrear, without reasonable excuse, in his contributions to the union: Provided that the maximum fine shall

not exceed 2s. 6d. for non-attendance at a meeting of the union or for being in arrear with the contributions, and £1 for misconduct at a meeting of the union.

Under-rate Workers.

13. (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 Awards 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.

Operation of Award.

14. This award shall operate throughout that part of the Northern Industrial District lying within a radius of ten miles from the Chief Post-office at Auckland.

Scope of Award.

15. This award shall not apply to any female assistants employed in saloons or in a separate room in any establishment in which ladies' and/or children's hairdressing solely is carried on.

Term of Award.

16. This award shall come into force on the 2nd day of November, 1925, and shall continue in force until the 2nd day of November, 1927.

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 19th day of October, 1925.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

The only matters in dispute related to wages, holidays, and the day of the weekly half-holiday. Wages and holidays have been settled on the lines of other recent awards. The employers asked that the day of the half-holiday should be left optional, but the experience of the Court is that this is unsatisfactory. There is no evidence that the Saturday half-holiday, which has been in force for four years, has been unsatisfactory to a majority of the employers; and, so far as we could gather from the evidence, only a minority of the employers desired to revert to Wednesday or Thursday. We have therefore decided to retain Saturday as the weekly half-holiday, as desired by the union.

F. V. FRAZER, Judge.