

(8191.) WANGANUI (TEN-MILES RADIUS) HAIRDRESSERS.—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") :—

Wanganui.

Brown, T., Hairdresser, Victoria Avenue.
Burke, P., Hairdresser, Ridgway Street.
Carroll, W. E., Hairdresser, Ridgway Street.
Clark, M., Hairdresser, Victoria Avenue.
Francis, N., Hairdresser, Guyton Street.
Goss, J., Hairdresser, Victoria Avenue.
Goss, W. M., Hairdresser, Victoria Avenue.
Healey, P., Hairdresser, Ridgway Street.
Jenman, T., Hairdresser, Ridgway Street.
Sinnall, A. A., Hairdresser, Victoria Avenue.

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 25th day of May, 1925, and shall continue in force until the 25th day of May, 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 8th day of May, 1925.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Hours of Work.

1. (a.) Hours of work : Forty-eight per week, exclusive of meal-hours, to be worked between the hours of 8.30 a.m. and 6 p.m. on Mondays, Tuesdays, Wednesdays, and Saturdays; 8.30 a.m. and 8.30 p.m. on Fridays; and 8.30 a.m. and 12.30 p.m. on the half-holiday, which shall be Thursday; with the following exceptions.

(b.) On Christmas Eve and New Year's Eve the hours of work shall be between 8.30 a.m. and 9.30 p.m.

(c.) Should any of the holidays mentioned in clause 5 fall on a Friday, then the hours of work on Thursday preceding such day shall be 8.30 a.m. to 8 p.m.

(d.) In the event of Friday being a whole holiday in any week, the usual half-holiday for that week shall be held on Tuesday, and the working-hours for that day shall be 8.30 a.m. to 12.30 p.m.

(e.) Where two whole holidays are observed in any one week it shall not be necessary to observe the usual weekly half-holiday.

(f.) At the end of six months from the date of this award, if a majority of employers of hairdressers' assistants sign a petition in favour of Saturday half-holiday, joint application shall be made to the Court in favour of Saturday half-holiday being substituted for Thursday, and the hours of work on Thursday shall then be 8.30 a.m. to 6 p.m., and for Saturdays 8.30 a.m. to 12.30 p.m.

Meal-hours.

2. Meal-hours shall be arranged by each employer in each establishment according to the circumstances of his business, so that 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.

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. One thing only allowed—that is, hair-cut, shampoo, shave, or vibrator.

Wages.

4. (a.) The minimum wage to be paid to journeymen hairdressers shall be £4 17s. 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. All wages shall be paid on Saturday.

(c.) Casual workers, £1 for the long day, 10s. for the half-day, and 15s. for the other days. A casual worker is a worker who is employed for less than one week.

Holidays.

5. The following shall be observed as full holidays: New Year's Day, Good Friday, Labour Day, Sovereign's Birthday, Christmas Day, Boxing Day, Hairdressers' picnic day provided the picnic is held. Easter Monday shall be a partial holiday from 11 a.m.

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

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

One week's holiday annually on full pay shall be given to each employee in each establishment after twelve months' service in such establishment, commencing on the 1st day of January, 1925. Such holiday shall be taken at a time mutually agreed upon by the worker and employer. Proportionate wages shall be allowed in lieu of holiday to any assistant leaving his employment after six months' service.

Qualification of Journeymen.

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

Deduction.

7. Time lost through the worker's sickness or default may be deducted from his or her wages.

Improvers.

8. (a.) An apprentice after having served his apprenticeship may be employed for a further period of six months as an improver, at a weekly wage of £3 5s.

(b.) No deduction shall be made from the wages of an improver except for the time lost through the worker's own default or sickness.

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 9d. per week.

Under-rate Workers.

10. (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.

Collection of Union Dues.

11. 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 work-room more often than once a month.

Board and Lodging.

12. 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.

Uniforms.

13. Where the employer requires an assistant to wear more than one white uniform weekly, the employer shall pay the laundry expenses of such additional uniforms. Where an employee is required to wear any distinctive or special saloon-coat other than a black or white coat, the same shall be supplied by the employer and remain the property of the employer.

Exemptions.

14. This award shall not apply to work done in connection with or on behalf of female customers.

Scope of Award.

15. This award shall operate throughout that portion of the Wellington Industrial District lying within a radius of ten miles from the Chief Post-office in the City of Wanganui.

Term of Award.

16. This award shall come into force on the 25th day of May, 1925, and shall continue in force until the 25th day of May, 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 8th day of May, 1925.

[L.S.]

— F. V. FRAZER, Judge.

MEMORANDUM.

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

[L.S.]

F. V. FRAZER, Judge.