

WELLINGTON INDUSTRIAL DISTRICT.

(10338.) WANGANUI DISTRICT HAIRDRESSERS, HAIRWORKERS,
AND WIGMAKERS.—AWARD.

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925 ; and in the matter of an industrial dispute between the undermentioned persons, firms, and companies (hereinafter called “ the employers ”) :—

Wanganui.

Ball, Mrs., Victoria Avenue,
Bond, Mrs., Victoria Avenue,

Bosher, G., care of F. Corrigan, Guyton Street,
 Brewer, G. H., Guyton Street,
 Corrigan, F., Guyton Street,
 Davis, W. T., Victoria Avenue,
 Douglas, E. J., Victoria Avenue,
 Durant, Madam, Guyton Street,
 Enwright, Catherine, Beauty Parlours, Ridgway Street,
 Goss and Son, J., Victoria Avenue,
 Goss, W. N., Victoria Avenue,
 Haywood, J., Ridgway Street,
 Jenman, Thomas, Ridgway Street,
 Law, J., Guyton Street,
 Le Cren, L. H., Lila Lee Beauty Salon, Ridgway Street,
 Nixon, Ned., Victoria Avenue,
 Noble, J., care of T. Jenman, Ridgway Street,
 Ogier, P., Ridgway Street,
 Rowe, H. V., Ladies' Toilet Salon, Guyton Street,
 Simpson, J. E., Ridgway Street,
 Spittal, C., Dublin Street,
 Storey, J., Victoria Avenue,
 Vodanovitch, A. E., Ridgway Street,
 White, T., Ingestre Street,

Wanganui East.

Brice, R., Moana Street, | Hawke, H. C., Duncan Street,

Aramoho.

Bridges, L. E., Somme Parade, | Richardson, —, Calver's Corner,
 Holmes, D., Somme Parade,

Gonville.

Stewart, A., Bignell Street, |

Castlecliff.

Oliver, J., Polson Street, | Pond, E. H., Rangiora Street,

Marton.

Abel, Stanley Bruce, Broadway, Marton,
 Bosselman, Joseph, Broadway, Marton,
 Christall, William, Broadway, Marton,
 Marshall, Christopher John, Broadway, Marton,

Hunterville.

Brunton, Thomas, | Savery, Sidney,

Mangaweka.

Dowling, Kenneth, | Heise, Frank,

Taihape.

Burr, J., | Loader, E.,
 Hamill, B. F., | Mortimer, J.,
 Jones, J., | Sisson, S.,

Ohakune.

Lane, Cecil, Ohakune Junction, | Ogier, Fred J., Ohakune Junction,
 Langstone, Bernard, | Plummer, R. M.,

Raetihi.

Donaldson, Thos.,
Green, Henry F.,

| Shout, Thos.,

Waverley.

Collins, John,
Coster, Robert,

| Young, Gracie, }
| Young, Herbert, }

and the Wellington Hairdressers, Hairworkers, and Wigmakers' Assistants' Industrial Union of Workers (hereinafter called "the union").

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 1st day of January, 1933, and shall continue in force until the 31st day of December, 1933, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

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 6th day of December, 1932.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Hours of Work.

1. (a) Save as hereinafter provided, the ordinary hours of work shall not exceed forty-eight per week, exclusive of meal-hours. Within a radius of six miles of the Chief Post-office in the City of Wanganui the weekly hours shall be worked between 8 a.m. and 5.30 p.m., or between 8.30 a.m. and 6 p.m., on four days of the week, 8 a.m. and 12.30 p.m. on one day of the week, and 8 a.m. and 9 p.m. on one day of the week. Outside of the radius mentioned the weekly hours may be worked to suit the exigencies of each employer's business, but so that the ordinary daily hours shall not exceed eight and a half on four days of the week, five on one day of the week, and eleven on one day of the week.

(b) Within the radius above mentioned the half-holiday shall be observed on a Thursday or a Saturday, subject to subclause (d) of this clause.

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

(d) In the event of the day of the usual late night being a whole holiday, the hour for ceasing work on the day previous shall be not later than 9 p.m., and in the event of the last-mentioned day being the day of the usual half-holiday such half-holiday shall be observed on some other day in the week.

(e) The hour for ceasing work shall be 10 p.m. on Christmas Eve, and 9.30 p.m. on New Year's Eve.

Meal-hours.

2. (a) Within a radius of six miles of the Chief Post-office in Wanganui meal-hours shall be arranged by each employer 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.

(b) Outside the radius above mentioned no worker shall be required to work more than five hours continuously without an interval of one hour for a meal.

Work in Hand.

3. No worker shall be allowed to take a customer into his chair later than five minutes before the ceasing-hour prescribed in clause 1 hereof, nor shall he be detained more than five minutes after the said ceasing-hour. One operation only shall be allowed—that is, hair-cut, shampoo, shave, or vibrator.

Wages.

4. (a) The minimum wage to be paid to journeymen or journeywomen hairdressers, hairworkers, or wigmakers shall be £4 per week.

(b) Casual workers shall be paid not less than 1s. 9d. per hour. A "casual worker" shall mean a worker who is employed for less than one week.

Improvers.

5. (a) An apprentice after serving his apprenticeship may be employed for a further period not exceeding two years as an improver at a weekly wage of not less than £2 5s. for the first year and £3 for the second year.

(b) An improver shall make up any lost time before the following year of his improvership shall be deemed to commence, and the total period of his improvership shall be extended by a period equal to such lost time.

Qualifications of Journeymen and Journeywomen.

6. A "journeyman" or "journeywoman" shall mean a worker who has completed his or her apprenticeship and improvership (if any), or who is in receipt of not less than the prescribed wage for journeymen or journeywomen.

Proportionate Reductions.

7. Except as otherwise provided, no deductions shall be made from the rates of wages prescribed except for time lost through sickness or default of the worker, or through accident whether or not arising out of and in the course of the employment, or for any cause over which the employer has no control.

Holidays.

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

(b) In the event of any of the above holidays falling on a Sunday it shall be observed on the following Monday; and in the event of Christmas Day being observed on a Monday in pursuance of this subclause Boxing Day shall be observed on the Tuesday.

(c) On the completion of each-twelve months of continuous service of each worker it shall be optional for each worker to take one week's holiday on half-pay.

(d) If such holiday is taken by the worker, it shall be taken within a period of two months after the completion of twelve month's

service; such qualifying period shall date from the expiry date of the last qualifying period in respect of which the worker received or became entitled to a holiday.

Uniforms.

9. Where the employer requires an assistant to wear more than one white uniform weekly the employer shall pay for the laundering of such additional uniform. 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.

Collection of Union Dues.

10. With the consent of the employer, a representative of the union may visit the workroom, not more than once a month, for the purpose of collecting moneys due to the union.

Under-rate Workers.

11. (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.

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. The provisions of this subclause relating to the dismissal of workers shall apply, with equal effect, to any worker coming within the scope of this award engaged since the 6th day of October, 1927, but before the coming into force of this award, who is not a member of the union during the currency of this award.

(b) The provisions of this 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, 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 his contributions, and £1 for misconduct at a meeting of the union.

Conditions relating to Workers exclusively engaged on Ladies' Work.

13. (a) *Overtime.*—All time worked in excess or outside of the ordinary hours of work prescribed shall be deemed to be overtime, and shall be paid for at time and a half rates for the first four hours, and double time rates thereafter.

(b) *Wages.*—Males may be employed at not less than the rates prescribed in clauses 4 and 5 hereof. Females may be employed as journeywomen or junior assistants at not less than the following rates of wages:—

		Per Week.		
		£	s.	d.
For the first year of service	..	0	15	0
For the second year of service	..	1	0	0
For the third year of service	..	1	5	0
For the fourth year of service	..	2	5	0
Thereafter	3	0	0

(c) The proportion of junior female assistants shall be not more than three juniors to each journeywoman or journeyman employed.

(d) A "journeywoman" shall mean a female in receipt of not less than £3 per week. A "junior" shall mean a female assistant in receipt of less than £3 per week.

(e) *Uniforms.*—Where the employer requires females to wear more than one white uniform weekly, the employer shall pay for the laundering of such additional uniforms. Where a female is required to wear any distinctive or special uniform other than the ordinary white uniform the same shall be supplied by the employer.

(f) Clause 3 of this award shall not apply to workers covered by this clause.

(g) Clauses 4, 5, 6, and 9 of this award shall not apply to females covered by this clause.

(h) Subject to the foregoing modifications, all the provisions of this award shall operate in respect of workers covered by this clause.

Scope of Award.

14. This award shall operate throughout that portion of the Wellington Industrial District which is bounded by a straight line drawn from the mouth of the Patea River to Pipiriki up the Wanganui River to the 39th parallel, along the 39th parallel to the Ruahine Ranges, along the Ruahine Ranges to the Kawhatu Stream, thence along the Kawhatu Stream to the Rangitikei River, continuing along the Rangitikei River to the sea.

Term of Award.

15. This award shall come into force on the 1st day of January, 1933, and shall continue in force until the 31st day of December, 1933.

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 6th day of December, 1932.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

The only matter referred to the Court related to under-rate workers. In other respects the award embodies the recommendations of the Conciliation Council, which the parties agreed to accept.

F. V. FRAZER, Judge.