

(10388.) SOUTHLAND HAIRDRESSERS AND TOBACCONISTS' ASSISTANTS.—AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland 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") :—

Invercargill—

Barrett, L. W., Dee Street, Invercargill.
 Bell, J., Dee Street, Invercargill.
 Bellett, J., Dee Street, Invercargill.
 Blomfield, S., Dee Street, Invercargill.
 Boyd, J., and Sons, Dee Street, Invercargill.
 Breen, J., Esk Street, Invercargill.
 Brewer, Miss M., Esk Street, Invercargill.
 Crawford, J., Dee Street, Invercargill.
 Doig, J. A., Dee Street, Invercargill.
 Double, C., Dee Street, Invercargill.
 Duncan and Grimwood, Dee Street, Invercargill.
 Gibb, S. G., Ettrick Street, Invercargill.
 Hair, E. A., Esk Street, Invercargill.
 Lyon, Miss L., Dee Street, Invercargill.
 Metzger, M., Dee Street, Invercargill.
 Mills, E. V., Tay Street, Invercargill.
 Potter, J. T., Tay Street, Invercargill.
 Robinson, T. P., Yarrow Street, Gladstone.
 Sherborne, A., Kelvin Street, Invercargill.
 Steans Bros., Dee Street, Invercargill.
 Streetfield, G., Dee Street, Invercargill.
 Styles, E., Dee Street, Avenal, Invercargill.
 Wilson, J. R., Elles Road, South Invercargill.
 Wright, E. W., Tay Street, Invercargill.

Bluff—

Ferguson, S.
 Hotton, J.

Edendale—

Graham, W.
 Marshall, R. A.

Gore—

Hamilton, W. K.
 Haywood, Mrs. C. G.
 Johnston, G.
 Steans, C. S.
 White, J. P.
 Yates, A.

Lumsden—

Gerken, L.
 Tomlin, D. G.

Mataura—

Hayles, V. H.
 Medley, F. J.
 McDonald, J.
 Stephenson, L.

Nightcaps—

Pointon, H.
 Taylor, G.

Orepuki—

Jeffs, J.

Otautau—

Gonley, M.
 Stevens, S. R.

Riverton—

McLennan, J.
 Stevens, A. H.

Tuatapere—

Fraser, A.

Winton—

Sheed, A.
 Ward, E. S.
 Watson, C. G.

Wyndham—

Kennedy, L. T.
 McRae, A.
 Tangney, M.

and

Invercargill Hairdressers and Tobacconists' Assistants' Industrial Union of Workers, Allen's Hall, Kelvin Street, Invercargill.

(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 as hereinafter provided and shall continue in force until the 30th day of January, 1934, 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 17th day of February, 1933.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

MALE HAIRDRESSERS.

Hours of Work.

1. The hours of work shall be forty-eight per week, exclusive of meal-hours. The recognized hours of work in each establishment shall be fixed by each employer according to the circumstances of his business, but the day's work shall end not later than 6 p.m. on four days of the week, not later than 1 p.m. on the afternoon of the weekly half-holiday, and not later than 9 p.m. on one day of the week. Subject

always to the provisions of the Shops and Offices Act, 1921-22, and its amendments, on Christmas Eve and New Year's Eve, or on days lawfully observed in lieu thereof, work shall cease at 10 p.m. The hour of ceasing work on the night preceding Good Friday shall be not later than 9 p.m.

Meal-hours.

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

Work in Hand.

3. No worker shall be allowed to take a customer into his chair after five minutes before the time for ceasing work as prescribed in clause 1 hereof, nor shall he be detained more than five minutes after the usual time for ceasing work. One operation only shall be allowed—that is, either hair-cut, shave, shampoo, &c.

Definition of "Journeyman."

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

(b) The word "trade" shall be deemed to mean all work performed in a hairdresser's saloon.

Wages.

5. The minimum rate of wages to be paid to journeymen hairdressers shall be £3 17s. 6d. per week.

Uniforms.

6. 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.

Holidays.

7. (a) On the completion of each twelve months of his service with the employer each worker shall be entitled to a holiday of one week without pay.

(b) The following days shall be observed as full holidays: New Year's Day, Good Friday, Easter Monday, Easter Saturday, Labour Day, Sovereign's Birthday, Christmas Day, Boxing Day, and the local tradesmen's picnic day. The day following New Year's Day shall be observed as a partial holiday from 11 a.m.

(c) Should any of the above holidays fall on a Sunday, then for the purposes of this award it shall be observed on the next succeeding day.

(d) For the purposes of this award "picnic day" shall mean the day on which the tradesmen's picnic is held in Invercargill.

TOBACCONISTS' ASSISTANTS.

Hours of Work.

8. The hours of work for tobacconists' assistants shall be forty-eight per week, subject to the provisions of the Shops and Offices Act, 1921-22.

Wages: Males.

9. (a) The following shall be the minimum rates of wages per week:—

Age.	First Year.			Second Year.			Third Year.			Fourth Year.			Fifth Year.		
	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.
Under eighteen years..	1	2	6	1	7	6	1	12	6	1	15	0	2	0	0
Eighteen to twenty ..	1	5	0	1	12	6	2	0	0	..	..	..	..	..	..
Twenty and over ..	1	7	6	1	12	6	2	0	0	..	..	..	..	..	..

Wages: Females.

(b) The following shall be the minimum rates of wages per week:—

Age.	First Year.			Second Year.			Third Year.			Fourth Year.		
	£	s.	d.	£	s.	d.	£	s.	d.	£	s.	d.
Under nineteen years ..	0	15	0	1	0	0	1	5	0	1	10	0
Nineteen and over ..	0	17	6	1	5	0	1	10	0	..	..	..

Holidays.

10. The following days shall be observed as full holidays: New Year's Day, Good Friday, Easter Saturday, Easter Monday, Labour Day, Sovereign's Birthday, Christmas Day, Boxing Day, and the local trades picnic day. The day following New Year's Day shall be observed as a partial holiday from 11 a.m.

Annual Leave.

11. On completion of each twelve months' service with an employer each worker shall be entitled to a holiday of one week without pay.

Weekly Employment.

12. The employment shall be deemed to be a weekly employment, and no deduction shall be made from the weekly wages, except for time lost through the sickness or default of the worker.

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.

Preference.

14. (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 5th day of May, 1930, 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 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 his contributions, and £1 for misconduct at a meeting of the union.

Scope of Award.

15. This award shall operate throughout that part of the Otago and Southland Industrial District which is included in the Provincial District of Southland.

Term of Award.

16. This award, in so far as it relates to wages, shall be deemed to have come into force on the 30th day of January, 1933, 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 30th day of January, 1934.

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 February, 1933.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

The only matter referred to the Court related to preference. In other respects the award embodies the recommendations of the Conciliation Council.

Any party desiring to make application for exemption from the provisions of this award will be heard when the Court next visits Invercargill.

F. V. FRAZER, Judge.