

**(10459.) DUNEDIN (TWELVE-MILES RADIUS) AND OAMARU
(FOUR-MILES RADIUS) 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 ”) :—

Bardswell, O., King Edward Road, Dunedin
Beauvalet José, Mlle., 55 Princes Street, Dunedin
Bell, Wm. J., 155 Stuart Street, Dunedin

Bells Ltd., 92 Princes Street, Dunedin
 Blackford and Griffiths, 130 High Street, Dunedin
 Borley, F., Gordon Road, Mosgiel
 Bowie, H. A., 212 Princes Street, Dunedin
 Boyland, F. W., 54 Albany Street, Dunedin
 Brosnan, T. J., 114 South Road, Caversham, Dunedin
 Brown, A. T., 411 Princes Street, Dunedin
 Browne, Miss E., Moray Place West, Dunedin
 Browne, S. D., 213 Thames Street, Oamaru
 Burn, A., 303 George Street, Dunedin
 Buswell, A. J., 20 North Road, North-east Valley, Dunedin
 Cameron, J., 273 King Edward Street, South Dunedin
 Cameron, J. N., 43 Frederick Street, Dunedin
 Campbell, Miss D., Beach Street, Port Chalmers
 Chilcott, C. R., 48 Thames Street, Oamaru
 Clarkson, John P., 3 Taieri Road, Roslyn, Dunedin
 Clough, Miss, 62 George Street, Dunedin
 Collett, Wm. E., 33A Nairn Street, Roslyn, Dunedin
 Connolley, P. J., 24 George Street, Port Chalmers
 Cooper, P. J., Gordon Road, Mosgiel
 Corbett, A., 32 Frederick Street, Dunedin
 Corbett, W., 100 Stuart Street, Dunedin
 Coughlan, J. H., 5 Dowling Street, Dunedin
 Currie, W. J., 185 Thames Street, Oamaru
 Curtis, I. H., 7 Manse Street, Dunedin
 Dale, A. H., Prince Albert Road, St. Kilda, Dunedin
 Dawkins, W., 243 Stuart Street, Dunedin
 Dickinson, J. L., 136 King Edward Street, Dunedin
 Drapery Supply Association, Ltd., George Street, Dunedin
 Elston, E., 71 Musselburgh Rise, Anderson's Bay, Dunedin
 Emlis, J., 96 St. Andrew Street, Dunedin
 Falconer, A. S., 1 Moray Place West, Dunedin
 Faris, R., 2 Tees Street, Oamaru
 Forbes, J. D., 113 Thames Street, Oamaru
 Forster, J. G., 39 Princes Street, Dunedin
 Galbraith, J. A., Hairdresser, 139 King Edward Street, Dunedin
 Geen, R., 5 Itchen Street, Oamaru
 Genge, Miss F., 76 Princes Street, Dunedin
 Gillick, J. S., 160 Stuart Street, Dunedin
 Goodman, J. W., 535 Cargill Road, South Dunedin
 Greig, Alex., 49 George Street, Dunedin
 Grimmett, Miss R., 212 King Edward Street, South Dunedin
 Hackett, P. J., The Rialto, 136 Rattray Street, Dunedin
 Hall, I., 252 Forbury Road, Dunedin
 Halliwell, Miss H. M., Mount Street, Port Chalmers
 Hawke, A. C., 241 Princes Street, Dunedin
 Heffernan, A., 205 King Edward Street, South Dunedin
 Henderson, W., 110 Rattray Street, Dunedin
 Hendy, A. M., 104 Princes Street, Dunedin
 Hunt and Veitch, 8 Water Street, Dunedin
 Hunter, G. R., 473 Moray Place East, Dunedin
 Iles and Poole, Ltd., 49 Princes Street, Dunedin
 Jackson, C. G., 241 Thames Street, Oamaru
 Jacobs, V. S., Tobacconist, 126 Princes Street, Dunedin
 Jelley, A. E., 22 Lawrence Street, Mornington, Dunedin
 Joll, C. R., Gordon Road, Mosgiel
 Jones, P. W., 100 North Road, North-east Valley, Dunedin
 Kirby, Mrs. A. A., 261 George Street, Dunedin

Langley, G. J., 26 Thames Street, Oamaru
 Leslie, H. T., 159 Thames Street, Oamaru
 McClatchy, J. H., 24 Dowling Street, Dunedin
 McCloy, A., Gordon Road, Mosgiel
 McCracken, W., 96 King Edward Street, South Dunedin
 McFadyen and Knowles, 630 King Street, Dunedin
 McIvor, Miss, Gordon Road, Mosgiel
 McKenzie, J. R., Ltd., 82-86 George Street, Dunedin
 Mackay, G., 187 George Street, Dunedin
 MacKay, G., 187 George Street, Dunedin
 MacKay, Miss M. F., 8 Princes Street, Dunedin
 Madigan, George, 273 South Road, Dunedin
 Madigan, L. J., 620 Cargill Road, Dunedin
 Maison, Anderson, 129 Princes Street, Dunedin
 Matson, E., Gordon Road, Mosgiel
 Maw, L., 30 Broadway, Dunedin
 Maw, T., 756 King Street, Dunedin
 Mayston, H. J., 132 Elgin Road, Mornington, Dunedin
 Metcalfe, W. E., 116 High Street, Dunedin
 Miller, Miss M. I., 7 Princes Street, Dunedin
 Mitchell, Miss N., 129 Thames Street, Oamaru
 Moloney, W. H., 127 Princes Street, Dunedin
 Monk, A. G., 241 Cargill Road, South Dunedin
 Moody, G., and Co., 116 Princes Street, Dunedin
 Mowat, Miss J., 180 Princes Street, Dunedin
 Mowat, W. J., 102A Taieri Road, Roslyn, Dunedin
 Newbury, W., 187 Cargill Road, Dunedin
 Nixon, Miss F. A., 147 Thames Street, Oamaru
 Ogg, Mrs. L. M., 97 Rattray Street, Dunedin
 Potter, T. C., 273 Princes Street, Dunedin
 Potter, W. J., 172 George Street, Dunedin
 Raffills and Bennett, 266 Moray Place East, Dunedin
 Raffills, J. W., 33 George Street, Dunedin
 Rayne, Madame, 169 Rattray Street, Dunedin
 Reid, F., 241 George Street, Dunedin
 Rivers, James, 15 Thames Street, Oamaru
 Robertson, Jas. E., 209 North Road, North-east Valley, Dunedin
 Robinson's, 3 Moray Place West, Dunedin
 Rose, C., 23 George Street, Port Chalmers
 Rouse, E. G., George Street, Port Chalmers
 Sainsbury, W. R., 260 Princes Street, Dunedin
 Scott, W. S., Gordon Road, Mosgiel
 Smith, L. J., 226 George Street, Dunedin
 Smith, Wm., 215 Cumberland Street, Dunedin
 Sorley, H., 12 Tees Street, Oamaru
 Starr, J. R., 173 Princes Street, Dunedin
 Stevenson, G. B., 27 Thames Street, Oamaru
 Stewart, J. L., 255 George Street, Dunedin
 Stewart, W. W., Hairdresser, 4 Castle Street, Dunedin
 Sutherland, W., 323 South Road, Caversham, Dunedin
 Taylor, W., 366 King Street, Dunedin
 Terry, Geo. H., 260 George Street, Dunedin
 Williams, A. L., 3 MacLaggan Street, Dunedin
 Williams, H., 32 Moray Place West, Dunedin
 Williams, Len. M., 167 Stuart Street, Dunedin
 Winning, Miss C., 16 Octagon, Dunedin
 Withers and Bryant, 69 Princes Street, Dunedin
 Woolworths (N.Z.), Ltd., 94-96 Princes Street, Dunedin

Wright, D., 138 Thames Street, Oamaru
 Wright, G. D., 6 Prince Albert Road, St. Kilda, Dunedin

and

The Otago Hairdressers' and Tobacconists' 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 5th day of June, 1933, and shall continue in force until the 5th day of June, 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 22nd day of May, 1933.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

PART I.—APPLICABLE TO MALE HAIRDRESSERS.

Hours of Work.

1. (a) 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. On Christmas Eve 10 p.m., and on New Year's Eve and the night preceding Good Friday 9 p.m., shall be the hours for ceasing work. During the six working-days preceding Christmas Eve the hours shall be arranged so that work shall cease on one night at 8 p.m. and on one night at 9 p.m.

(b) The weekly half-holiday for assistants shall be either Wednesday or Saturday.

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. on four days of the week; one hour for dinner, between 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" (and in this part a "journeywoman") 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 wage to be paid to journeymen or journeywomen hairdressers shall be £4 per week.

Uniform.

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.

PART II.—FEMALE HAIRDRESSERS IN ESTABLISHMENTS EXCLUSIVELY CONFINED TO LADIES' WORK.

Hours of Work.

7. The provisions of clause 1 of this award shall apply.

Meal-hours.

8. The provisions of clause 2 of this award shall apply.

Work in Hand.

9. No worker shall be allowed to take a customer into her chair for an operation that will detain her for more than five minutes after the prescribed hour for ceasing work.

Definition of Journeywoman.

10. A "journeywoman" shall mean a female assistant in receipt of not less than £3 per week.

A "junior" shall mean a female assistant in receipt of less than £3 per week.

Wages.

11. Female assistants may be employed at not less than the following rates of wages :—

	Per Week,		
	£	s.	d.
For the first year	0	15	0
For the second year	1	0	0
For the third year	1	5	0
For the fourth year	2	0	0
And thereafter	3	0	0

Casual Workers.

12. Workers employed for less than one week shall be deemed to be casual workers, and shall be paid at a rate to be agreed upon by the employer and the secretary or president of the union.

Uniforms.

13. (a) Where the employer requires a female assistant to wear more than one white uniform weekly, the employer shall pay the laundry expenses of such additional uniforms.

(b) Where a female assistant is required to wear any distinctive or special uniform, other than the ordinary white uniform, the same shall be supplied by the employer.

Proportion.

14. The proportion of juniors shall be not more than three to each journeywoman employed.

PART III.—APPLICABLE TO PARTS I AND II.

Holidays.

15. (a) On the completion of each twelve months of his or her service with the employer each worker shall be entitled to a holiday

of one week on full pay. If a worker's employment is terminated, except for misconduct, after the first six months' service, he or she shall be paid a proportionate allowance for holidays.

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

(c) The following days shall be observed as partial holidays: Show Day, from 12 noon; Cup Day, from 11 a.m.

PART IV.—TOBACCONISTS' ASSISTANTS.

Hours of Work.

16. 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.

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

Age.	First Year.	Second Year.	Third Year.	Fourth Year.	Fifth Year.	There-after.
	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.
16 to 17 ..	17 6	22 6	27 6	37 6	50 0	80 0
17 to 18 ..	20 0	25 0	32 6	42 6	50 0	80 0
18 to 19 ..	22 6	27 6	35 0	45 0	50 0	80 0
19 to 20 ..	25 0	35 0	45 0	50 0	..	80 0
20 to 21 ..	30 0	40 0	50 0	..	..	80 0
21 and over ..	40 0	50 0	..	..	..	80 0

Wages, Females.

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

Age.	First Year.	Second Year.	Third Year.	Fourth Year.	Fifth Year.	There-after.
	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.
16 to 17 ..	12 6	17 6	22 6	27 6	35 0	45 0
17 to 18 ..	15 0	20 0	25 0	30 0	35 0	45 0
18 to 19 ..	17 6	22 6	27 6	32 6	37 6	45 0
19 to 20 ..	20 0	25 0	30 0	37 6	..	45 0
20 to 21 ..	25 0	30 0	35 0	40 0	..	45 0
21 and over ..	30 0	35 0	..	..	..	45 0

Overtime.

18. (a) All time worked by tobacconists' shop-assistants in excess of the hours prescribed by this award shall be paid for at time and a quarter rate, with a minimum payment of 1s. per hour.

(b) All time worked by tobacconists' shop-assistants on any of the holidays prescribed in clause 19 shall be paid for at time and a half rate. The said payments shall be in addition to the ordinary weekly wage.

Holidays.

19. The following days shall be observed as full holidays: New Year's Day, Good Friday, Anzac Day, Christmas Day, Boxing Day, and Labour Day.

Annual Leave.

20. On the completion of each twelve months' service with an employer each worker shall be entitled to a holiday of one fortnight on full pay.

PART V.—GENERAL.

Weekly Employment.

21. 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 sickness or default of the worker.

Holidays.

22. Should any of the holidays mentioned in this award fall on a Sunday, then for the purpose of this award such holiday shall be observed on the following Monday.

Under-rate Workers.

23. (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.

24. (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 26th day of May, 1932, 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.

25. This award shall operate within the areas lying within a radius of twelve miles from the Chief Post Office, Dunedin, and four miles from the Chief Post-office, Oamaru.

Term of Award.

26. This award shall come into force on the 5th day of June, 1933, and shall continue in force until the 5th day of June, 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 22nd day of May, 1933.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

The only matter referred to the Court was the date of the coming into force of the award. In other respects the award embodies the recommendations of the Conciliation Council, which the parties agreed to accept.

F. V. FRAZER, Judge.