

CANTERBURY INDUSTRIAL DISTRICT.

(10716.) NORTH CANTERBURY FEMALE HAIRDRESSERS' ASSISTANTS.—AWARD.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an Industrial Dispute between the Christchurch Hairdressers' and Tobacconists' Assistants Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Christchurch.—

- Ballin, Mrs. Sadie, 663 Colombo Street.
 Ballantyne and Co., Ltd., Cashel Street.
 Barnes, Miss G., 747 Colombo Street.
 Bath and Co., Ltd., Cashel Street.
 Beattie, R. and M., 748 Colombo Street.
 Beaumont, Leslie A., 1 Ferry Road.
 Bonham, Miss B. M., Room 7, Stewart Dawson's Buildings.
 Boyce, Mrs. Margaret, 687 Colombo Street.
 Broun and Fearon, Misses, 53 Cathedral Square.
 Brown, Mrs. E. H., 307 Selwyn Street, Spreydon.
 Brown, Miss E. D., 127 Cashel Street.
 Burke, Miss D., 10 New Regent Street.
 Buttimore, Miss O. L., 129 Manchester Street.
 Burrell, Mrs. H. A., 28 Tabart Street, Opawa.
 Chiverton, Percy, 123 Cashel Street.
 Clark, Mrs. E., 62 Gloucester Street.
 Claxton, John E., 114 Oxford Terrace.
 Duncan and Cook, 127 Gloucester Street.
 Durose, Miss R., 45 Edgeware Road, St. Albans.
 Elliott, Miss D., 206 Gloucester Street.
 Ford, Miss M., 708B Colombo Street.
 Gunther, Victor, 941 Colombo Street, St. Albans.
 Harrison, Mrs. G., 227A Manchester Street.
 Hollis, Mrs. Z. G., 200 Papanui Road, St. Albans.
 Hodgson, Stanley N., 133 Hereford Street.
 Horneman and McArthy, Misses, 157 High Street.
 Hueston, Miss T., 747 Colombo Street.
 Hughes, Mrs. M. L., 281 High Street.
 Kennedy, Miss C., Room 108, H.B. Buildings, High Street.
 Lyford, Miss L. H., 569 Barbadoes Street, St. Albans.
 Lucock and Son, 203 High Street.
 Massey and Tennyson, Misses, 163 Cranford Street, St. Albans.
 Matson, Mrs. E. O., 187 Cranford Street, St. Albans.
 McCallum, Miss G., 152 Hereford Street.
 Menzies, Mrs. E. D., Wardell's Buildings, Cashel Street.
 Mitchell, William A., 35 Victoria Street.
 New Zealand Farmers' Co-operative Association of Canterbury, Ltd., Cashel Street.
 Ogston, Miss D., 62 Chancellor Street, St. Albans.
 Olds, James, 678 Colombo Street.
 Overend, R. N. S., 231 Stanmore Road, Linwood.
 Price, Miss M. E., 241 Hereford Street.
 Pepper, Frank R., 1A Buckley's Road, Linwood.

Prosper, Mrs. M., 138 Hereford Street.
 Reading, Richard, 676A Colombo Street.
 Robertson, Mrs. M., 99 Gloucester Street.
 Rothwell, Miss U., 138 Armagh Street.
 Reynolds, J., and Sons, 114 Armagh Street.
 Simpson, Miss C., Cook and Ross Buildings, Colombo Street.
 Stribling, Miss A. E., Colombo Street.
 Street, Mrs. D., 79 Wilson's Road, St. Martins.
 Tennyson, Miss Z., 103 Westminster Street, St. Albans.
 Tisch, Miss M., 100 Cashel Street.
 Townsend, J. W., 477 Ferry Road, Woolston.
 Vaughan, Mrs. D. H., 240 High Street.
 Walker, Mrs. M., 120A Gloucester Street.
 Williams, Miss R. A., Rooms 16-17, Regent Buildings, Cathedral Square.
 Winstone, Mrs. E. M., 161 Kilmore Street, St. Albans.

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 3rd day of December, 1934, and shall continue in force until the 31st day of December, 1935, 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 heretofore been affixed, and the Judge of the Court hath hereunto set his hand, this 22nd day of November, 1934.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Hours of Work.

1. (a) The regular hours of work shall be forty-eight per week, exclusive of meal-hours, to be worked between the hours of 8.30 a.m. and 6 p.m. on Monday, Tuesday, Wednesday, and Thursday; 8.30 a.m. and 9 p.m. on Friday; and 8.30 a.m. and 1 p.m. on Saturday.

(b) The working hours on Christmas Eve shall be not later than 10 p.m. and 9 p.m. on New Year's Eve.

Overtime.

2. Notwithstanding anything contained in clause 1 hereof, the hours of work may be extended from 6 p.m. to 8.30 p.m. on either Monday, Tuesday, Wednesday, or Thursday, whichever one of the foregoing days the employer may from week to week elect: Provided, however, that time worked after 6 p.m. on the extra late night shall be paid for at the rate of time and a half, and provided further that the services rendered in overtime hours be limited to permanent waving.

Completion of Work in Hand.

3. Work in hand shall be completed by an assistant before leaving work, provided that such time worked does not exceed fifteen minutes after the assistant's hour of ceasing work for the day. This shall not operate so as to avoid the payment of overtime to any assistant retained or brought back on the extra late night allowed by clause 2 hereof in so far as work done between 6 p.m. and 8.30 p.m. is concerned.

Classification of Workers.

4. (a) For the purposes of this award there shall be three classes of workers: (i) Improvers; (ii) Apprentices; (iii) Journeywomen.

(b) The period of apprenticeship shall be three years. Each apprentice shall also serve a term of two years as an improver. A journeywoman shall be one who has been employed in the trade for a total period of at least five years.

Wages.

5. (a) The wages of apprentices shall be in accordance with those fixed in clause 6 hereof.

(b) The wages of improvers shall be as follows:—

	£	s.	d.
First year (fourth at trade)	..	1	7 6 per week.
Second year (fifth at trade)	..	1	17 6 per week.

(c) The minimum wage for journeywomen shall be £2 5s. per week.

Apprentices.

6. (a) Any employer taking an apprentice to learn the trade shall be deemed to undertake the duty which he agrees to perform as a duty enforceable under this award, and shall pay such apprentice not less than the undermentioned rates of wages, viz. :—

	Per Week.		
	£	s.	d.
For the first year	0	10	0
For the third six months	0	15	0
For the fourth six months	0	17	6
For the fifth six months	1	0	0
For the sixth six months	1	2	6

(b) The period of apprenticeship shall be three years, but six months' probation shall be allowed the first employer of any apprentice to determine her fitness, such six months to be included in the period of apprenticeship; and the obligation of the apprentice to serve her employer shall be deemed to be a duty enforceable under this award.

(c) At the end of the period of apprenticeship the employer shall give the apprentice a certificate to show that she has served her apprenticeship. Should the employer at any time before the termination of the apprenticeship wish for any reason to dispense with the services of the apprentice, he shall give her a certificate for the time served and procure for her another employer carrying on business within a reasonable distance of the original employer's place of business, who will continue to teach the apprentice, to pay her the wages prescribed by this award according to the total length of time she has served, and generally to perform the obligations of the original employer: Provided that it shall not be obligatory on an employer to find the apprentice another employer if she shall so misconduct herself as to entitle the employer to discharge her, but he shall give her a certificate for the time actually served.

(d) An employer taking an apprentice shall give notice thereof, and of the name of the apprentice, to the Inspector of Awards within one week after the expiration of the period of probation, and an employer transferring an apprentice to another employer shall similarly, within one week thereof, give notice of such transfer to such Inspector. If requested to do so by the union, the Inspector shall supply to the union the particulars obtained by him in this way with regard to any particular apprentice or apprentices.

(e) An employer shall not be deemed to discharge his duty towards his apprentice if he fails to keep her at work owing to slackness of work, but such slackness may form a proper ground for transferring her to a master willing to undertake the responsibility of teaching her.

(f) When an apprentice is discharged, the employer shall send notice of the discharge and of the cause thereof to the Inspector of Awards.

(g) The proportion of apprentices to journeywomen employed by any employer shall not exceed one apprentice to every journeywoman. For the purpose of determining the proportion of apprentices to journeywomen in taking any new apprentices, the calculation shall be based upon a two-thirds full-time employment of the journeywomen employed for the six previous calendar months. For the purposes of this clause an employer actively engaged in the management of his business or a journeyman employed in any saloon covered by this award shall rank as a journeywoman. In addition, the proportion set out herein shall not effect the rights and obligations of any employer or apprentices parties to any contract made prior to the 20th day of November, 1934.

(h) All time lost by an apprentice through her own default or through sickness in any year of her apprenticeship shall be made up before such apprentice shall be considered as having entered upon the next succeeding year of her apprenticeship, and the total period of her apprenticeship shall be extended for a period equal to such lost time; but an apprentice working overtime shall have such time added to her ordinary time in calculating the respective years of her apprenticeship.

(i) An employer shall be entitled to make a rateable deduction from the wages of any apprentice for time lost by her through sickness or accident, or through her own default.

(j) No premium in respect of any person employed shall be paid to or received by any employer, whether such premium is paid by the employee or by some person on her behalf.

(k) During the first two years all tools shall be supplied by and remain the property of the employer.

(l) The employer shall teach the apprentice her trade either personally or by a properly qualified deputy, and shall not require her to work on other duties.

Holidays.

7. (a) The following shall be observed as full holidays: New Year's Day and the day following that on which New Year's Day is observed, Good Friday, Easter Monday, Sovereign's Birthday, Labour Day, Christmas Day, and Boxing Day.

(b) Each assistant shall, after having served twelve complete months in the establishment, receive one week's holiday on full pay, during a week to be agreed upon between the employer and the employee. If any assistant completes at least six months' but less than twelve months' service, such assistant shall be entitled to a proportionate allowance for holidays.

Weekly Employment.

8. 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 worker's own default, sickness, or accident, or by cause over which the employer has no control.

Application of Award.

9. Notwithstanding anything herein contained, female assistants employed by parties hereto at cutting hair of male children over the age of six years, shall be paid in accordance with the current award for male assistants.

Saloon Attendants.

10. Saloon attendants may be employed at the following rate : £1 per week.

Workers engaged as saloon attendants at the above rates shall not render any of the services to customers ordinarily performed by an apprentice, improver, or journeywoman.

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 21st day of December, 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.

13. This award shall apply to female hairdressers' assistants in that part of the Canterbury Industrial District lying north of the Rangitata River.

Term of Award.

14. This award shall come into force on the 3rd day of December, 1934, and shall continue in force until the 31st day of December, 1935.

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 November, 1934.

[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.