

CANTERBURY INDUSTRIAL DISTRICT.

(10861.) SOUTH CANTERBURY FEMALE HAIRDRESSERS' ASSISTANTS.—INDUSTRIAL AGREEMENT.

THIS industrial agreement, made in pursuance of the Industrial Conciliation and Arbitration Act, 1925, and its amendments, this 26th day of June, 1935, between the Christchurch Hairdressers' and Tobacconists' Assistants Industrial Union of Workers (hereinafter referred to as the "union") of the one part, and

Mrs. A. M. Blackler, Hays' Buildings, Stafford Street,
 Mrs. A. Williamson, Stafford Street,
 Mrs. A. E. Lewis, Stafford Street,
 Miss J. Brown, Stafford Street,
 Miss F. Gordon, Stafford Street,
 Miss J. Hall, Stafford Street,
 Miss N. Lloyd, Beswick Street, and
 Mr. V. J. Forbes, Stafford Street,

all of Timaru (hereinafter referred to as the "employers") of the other part, whereby it is mutually agreed by and between the said parties hereto as follows, that is to say:—

1. That the terms, conditions, stipulations, and provisions contained and set out in the schedule hereto shall be binding upon the said parties, and they shall be deemed to be and are hereby incorporated in and declared to form part of this agreement.

2. The said parties hereto shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, conditions, stipulations, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

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 not be 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.

Work in Hand.

3. All work in hand shall be finished before assistants leave their work.

Classification of Workers.

4. (a) For the purposes of this award there shall be three classes of workers: (1) Improvers; (2) apprentices; (3) 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:—

	Per Week.	
	s.	d.
First year (fourth at trade) ..	27	6
Second year (fifth at trade) ..	37	6

(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 under-mentioned rates of wages, viz.:—

	Per Week.	
	s.	d.
For the first year	10	0
For the third six months	15	0
For the fourth six months	17	6
For the fifth six months	20	0
For the sixth six months	22	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 obligation 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 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 three 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 party to this award shall rank as a journeywoman.

(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.

(c) 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.

9. Notwithstanding anything contained herein, 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.

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.

Preference.

11. (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.

Saloon Attendants.

12. Saloon attendants may be employed at the following rate—viz., 12s. 6d. per week for the first year; 17s. 6d. per week for the second year; and thereafter 22s. 6d. 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.

Term of Award.

13. These rates and conditions shall operate from the 1st January, 1935, until 31st December, 1935.

Signed on behalf of the Christchurch Hairdressers and Tobacconists' Assistants' Industrial Union of Workers—

GEO. H. PERKIN, President.
J. S. BARNETT, Secretary.

Signed on behalf of the employers—

JANET R. BROWN.
A. M. BLACKLER.
V. J. FORBES.
FLORA I. GORDON.
JANNETER HALL.
NENA LLOYD.
A. E. LEWIS.
G. M. WILLIAMSON.

Witness—R. Orwin, J.P., Secretary.