

WELLINGTON INDUSTRIAL DISTRICT.

(10914.) WELLINGTON (TWENTY-FIVE MILES RADIUS) LADIES' HAIRDRESSERS' ASSISTANTS.—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") :—

Berman, J., 360 Lambton Quay, Wellington
 Billington, W., T. and G. Building, Grey Street, Wellington
 Brickman, B., 206 Lambton Quay, Wellington
 Bromwich and Findlay, 214 Lambton Quay, Wellington
 Butzbach, Miss M., 262 Lambton Quay, Wellington
 D.I.C. Limited, Lambton Quay, Wellington
 Donnelly and Son, 91 Cuba Street, Wellington
 Dentice, Reg., 8 Willis Street, Wellington
 Dudley, Miss N. E., 113 Willis Street, Wellington
 Duff, Mrs. R., 43 Manners Street, Wellington
 Dunning, Miss E. E., 35 Cuba Street, Wellington
 Dyer, Miss K. M., 115 Lambton Quay, Wellington
 Elder, Mrs. I., 2 Courtenay Place, Wellington
 Finch, Jacomb, and Mercer, Burlington Toilet Specialists, 49 Dixon Street, Wellington
 Freeman, Mrs. V. A., 123 Willis Street, Wellington
 Gilmour, Miss, 87 Courtenay Place, Wellington
 Kirkcaldie and Stains, Ltd., Lambton Quay, Wellington
 Ladner, Mrs. M. M., King's Chambers, Willis Street, Wellington
 Laurenson, Miss M., 101 Manners Street, Wellington
 Lenhart, H., 17 Manners Street, Wellington
 Logan, Miss J. S., 4 Willis Street, Wellington
 Manning, F. R., Hotel St. George Building, Willis Street, Wellington
 Martin, Mrs. L. R., 11 Riddiford Street, Wellington
 Maxwell, Mrs. D. E., 94 Willis Street, Wellington
 Milsom, H. J., 82 Willis Street, Wellington
 Meier, Jacob, Hunter Street, Wellington
 New Zealand Institute of Hairdressing, 35 Willis Street, Wellington
 Peel, Miss E., 96 Karori Road, Karori, Wellington
 Platt, Mrs. N. D., 10 Farm Road, Northland, Wellington
 Player, Mrs. L. C., 110 Courtenay Place, Wellington
 Potter, Miss G., 132 Willis Street, Wellington
 Remmers, Miss A. Y., 203 Lambton Quay, Wellington
 Rolleston Ltd., 250 Lambton Quay, Wellington
 Roscoe, S., 40 Mercer Street, Wellington
 Smith, James, Ltd., Cuba Street, Wellington
 Smith, Miss L. N., 29 Mercer Street, Wellington
 Stamford, Miss A., 65 Willis Street, Wellington
 Walker and Duncan, Mesdames, 21 Courtenay Place, Wellington
 Warcup, Miss M. R., 64 Hobart Street, Miramar, Wellington
 Watkins and Hammer, Mesdames, 26 Willis Street, Wellington

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 30th day of September, 1935, and shall continue in force until the 19th day of August, 1937, 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 24th day of September, 1935.

[L.S.]

E. PAGE, 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 four days of the week, 8.30 a.m. and 9 p.m. on one day of the week, and 8.30 a.m. and 1 p.m. on the day of the half-holiday.

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

Overtime.

2. All time worked outside of the hours set out in clause 1 hereof, or in excess of forty-eight hours per week, shall be paid for at the rate of time and a half on the wages payable.

Classification of Workers.

3. (a) For the purpose of this award five classes of workers shall be recognized—namely, journeywomen, journeymen, improvers, apprentices, and under-rate workers.

(b) A journeywoman is a worker who has been employed in the trade for a total period of five years.

(c) An improver is a worker who has served three years as an apprentice.

(d) An apprentice is a worker employed under clause 5 of this award.

Wages.

4. (a) The minimum wage to be paid to journeywomen shall be £3 per week.

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

	Per Week.
	£ s. d.
For the first twelve months whilst employed as an improver ..	1 17 6
For the second twelve months whilst employed as an improver ..	2 5 0

(c) Apprentices shall be paid wages in accordance with the rates set out under clause 5 of this award.

Female Apprentices.

5. (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:—

	Per Week.
	£ s. d.
For the first year	0 15 0
For the second year.. .. .	1 0 0
For the third year	1 7 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 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 in 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 the Inspector.

(e) An employer shall not be deemed to discharge his duty towards an 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 salon covered by this award shall rank as a

journeywoman. In addition, the proportion set out herein shall not affect 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) 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.

6. (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, Boxing Day, and Anniversary Day.

(b) Each assistant shall, after having served twelve 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.

Weekly Employment.

7. 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.

Salon Attendants.

8. Salon attendants other than journeywomen, improvers, or apprentices may be employed at the rate of not less than £1 per week.

Special Provisions for Journeymen.

9. Journeymen hairdressers employed in ladies' hairdressing salons shall be paid not less than the rates of wages prescribed in the Wellington (twenty-five miles radius) Hairdressers' Assistants' award for the time being in force: Provided that journeymen hairdressers employed on ladies' hairdressing salons shall be bound by all the other provisions of this award.

Casual Workers.

10. (a) Casual journeywomen hairdressers may be employed at not less than 1s. 6d. per hour.

(b) A casual worker is a worker who is employed for a lesser period than one week.

Meal-hours.

11. Not less than one hour shall be allowed for lunch between the hours of 11.30 a.m. and 2 p.m. on five days of the week.

Uniform.

12. Where special uniforms, other than white coats, are worn at the request of the employer they shall be provided by and laundered at the expense of the employer.

Termination of Employment.

13. (a) One week's notice of the termination of the employment shall be given by either party. When a worker leaves without the required notice being given he or she shall forfeit one week's pay.

(b) Should an employer dismiss an employee without notice or good cause the employee shall be entitled to one week's pay in lieu thereof: Provided that nothing in this award shall prevent an employer from summarily dismissing an employee for dishonesty or other good cause.

Under-rate Workers.

14. (a) Any worker who considers himself or herself 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 or her 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 or her to have his or her 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.

15. (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 or her 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 25th day of February, 1929, 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 or her for non-attendance without reasonable excuse at a specially called meeting of the union, of which written

notice has been given to him or her or sent to him or her by post at his or her last address as notified by him or her 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 or her 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 or her contributions, and £1 for misconduct at a meeting of the union.

Scope of Award.

16. This award shall operate throughout that part of the Wellington Industrial District lying within a radius of twenty-five miles of the General Post Office, Wellington, and shall apply to the owners or the occupiers of female hairdressing and toilet salons.

Term of Award.

17. This award shall come into force on the 30th day of September, 1935, and shall continue in force until the 19th day of August, 1937.

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 24th day of September, 1935.

[L.S.]

E. PAGE, Judge.

MEMORANDUM.

The Court has settled the clauses relating to hours of work, classification of workers, wages, and the term of the award. In other respects the award embodies the recommendations of the Conciliation Council.

E. PAGE, Judge.

WELLINGTON (TWENTY-FIVE MILES RADIUS) LADIES' HAIRDRESSERS' ASSISTANTS.—AMENDMENT OF AWARD.

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of the Wellington (Twenty-five Miles Radius) Ladies' Hairdressers' Assistants' award, dated the 24th day of September, 1935.

Thursday, the 31st day of October, 1935.

In pursuance and exercise of the powers conferred by section 92 (1) (a) of the Industrial Conciliation and Arbitration Act,

1925, and for the purpose of remedying a defect in the Wellington (Twenty-five Miles Radius) Ladies' Hairdressers' Assistants' award, dated the 24th day of September, 1935, this Court doth hereby order as follows:—

1. That the said award shall be amended—

(A) By striking out clause 3 thereof, and substituting the following clause therefor:—

“ Classification of Workers.

“3. (a) For the purpose of this award six classes of workers shall be recognized—namely, journeywomen, journeymen, improvers, apprentices, learners, and under-rate workers.

“(b) A journeywoman is a worker who has been employed in the trade for a total period of five years.

“(c) An improver is a worker who has served three years as an apprentice or as a learner.

“(d) An apprentice is a worker employed under clause 5 (a) to (k) hereof.

“(e) A learner is a worker employed under clause 5 (l) to (o) hereof.”

(B) By adding the following provisions to clause 5 thereof:—

“ Learners.

“The following provisions shall apply to learners:—

“(l) The minimum rates of wages for learners shall be—

	Per Week.	
	s.	d.
“ For the first year	20	0
“ For the second year	25	0
“ For the third year	32	6

“(m) It shall be obligatory on the part of the employer to teach a learner the work she is required to do in the branch of the trade in which she is employed.

“(n) At the termination of the engagement of any learner the employer shall give her a certificate of time served and the class or classes of work done by her.

“(o) Time served with one employer shall be taken into account in determining the wages to be paid upon engagement by another employer.”

(C) By inserting the word “learners” after the word “improvers” in clause 8 thereof.

2. That this order shall operate and take effect as from the day of the date hereof.

[L.S.]

E. PAGE, Judge.

MEMORANDUM.

The attention of the Court has been drawn to the fact that no provision for learners (as distinct from apprentices) was included in the above award.

The parties in Conciliation Council had agreed that learners should be included in the classification, but, by an error in typing the recommendation of partial agreement, duly signed by the assessors and sent to the Court for its consideration, failed to include the learners' clause that had been agreed upon.

The parties had not noticed and so did not draw attention to this defect, and the Court dealt with the matter on the basis that no agreement had been reached, and that no recommendation regarding a learners' clause had come forward. The Court therefore understood that the question of inclusion of learners was before it.

The intention of the Court was to adopt in full the matters on which the parties had come to agreement, and the award as originally framed does not therefore express the true intention of the Court. To remedy this defect in the award, the Court, acting under the power contained in section 92 of the Industrial Conciliation and Arbitration Act, 1925, has amended the award by inserting provisions relating to the wages and conditions of employment of learners.

E. PAGE, Judge.
