

NORTHERN INDUSTRIAL DISTRICT (EXCEPT GISBORNE JUDICIAL DISTRICT) **HAIRDRESSERS ASSISTANTS.**—
 ADDING UNSPECIFIED PARTIES TO AWARD.

In the Court of Arbitration of New Zealand, Northern Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925, and its amendments; and in the matter of the Northern Industrial District (except Gisborne Judicial District) Hairdressers' Assistants' award, dated the 15th day of November, 1937, and recorded in Book of Awards, Vol. XXXVII, p. 2655; and in the matter of an application for a general order extending the said award so as to join and bind as parties unspecified trade-unions, industrial unions, industrial associations, and employers.

Monday, the 26th day of September, 1938.

UPON reading the application of the Auckland Hairdressers' Assistants' Industrial Union of Workers, a party to the Northern Industrial District (except Gisborne Judicial District) Hairdressers' Assistants' award, dated the 15th day of November, 1937, and recorded in Book of Awards, Vol. XXXVII, p. 2655 (hereinafter referred to as "the award"), for a general order extending the award so as to join and bind as parties thereto all trade-unions, industrial unions, industrial associations, and employers engaged in the industry and area covered by the award, and upon being satisfied that due notice of the said application has been given by advertisement and that a majority of the employers engaged in the industry and area covered by the award are already bound thereby, this Court, in pursuance and exercise of the powers conferred on it by sections 92 (1) (b) and 93 of the Industrial Conciliation and Arbitration Act, 1925, as amended by sections 23 and 25 respectively of the Industrial Conciliation and Arbitration Amendment Act, 1936, doth hereby order as follows:—

1. That the award shall be and it is hereby extended so as to join and bind as parties thereto all trade-unions, industrial unions, industrial associations, and employers not already bound thereby or parties thereto but connected with or engaged in the industry to which the award applies in the area covered by the award: Provided, however, that this order shall not operate so as to bind any trade-union, industrial union, industrial association, or employer covered by any other existing award or industrial agreement in so far as such award or industrial agreement relates to work covered by the award.

2. That this order shall operate and take effect as from the 3rd day of October, 1938.

[L.S.]

P. J. O'REGAN, Judge.

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Termination of Employment.

10. Not less than one week's notice shall be given by either party of the termination of the employment, but nothing in this clause shall prevent an employer from summarily dismissing any worker for misconduct.

Meal-money.

11. When workers are called upon to work overtime in excess of one hour, the employer shall provide such workers with a meal or, at the employer's option, pay each worker 1s. 6d. meal-money.

Disputes Committee.

12. The essence of this award being that the work of the employer shall not on any account whatsoever be impeded but shall at all times proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this award as to any matter whatsoever arising out of or connected therewith and not specifically dealt with in this award, every such dispute or difference shall be referred to a committee to be composed of two representatives of each side, together with an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by the Court of Arbitration. Either side shall have the right to appeal within fourteen days after such decision has been made known to the party desirous of appealing.

First-aid Equipment.

13. A St. John or similar first-aid outfit shall be placed in each establishment covered by this award. The secretary of the union shall have the right to inspect such outfit to see if it is up to standard.

Tools, &c.

14. The employer shall provide all necessary tools, also two aprons and one pair of clogs annually.

Union Officials' Right of Entry.

15. The secretary or other authorized officer of the union of workers shall, with the consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

Workers to be Members of Union.

16. (a) It shall not be lawful for any employer bound by this award to employ or to continue to employ in any position

or employment subject to this award any adult person who is not for the time being a member of an industrial union of workers bound by this award or who is not for the time being a member of a trade-union which was registered as such before the 1st day of May, 1936, and which is bound by this award: Provided, however, that any non-unionist may be continued in any position or employment by an employer bound by this award during any time while there is no member of a union bound by this award who is available to perform the particular work required to be done and is ready and willing to undertake it.

(b) For the purposes of subclause (a) of this clause a person of the age of eighteen years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this award for workers of the age of twenty-one years and upwards, shall be deemed to be an adult.

(NOTE.—Attention is drawn to subsection (4) of section 18 of the Industrial Conciliation and Arbitration Amendment Act, 1936, which gives to workers the right to join the union.)

Under-rate Workers.

17. (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.

Application of Award.

18. This award shall apply to the original parties named herein and shall extend to and bind as subsequent party hereto every trade-union, industrial union, industrial association, or employer who, not being an original party hereto, is, when the award comes into force or at any time whilst this award is in force, connected with or engaged in the industry to which this award applies within that part of the Wellington Industrial District to which this award relates.

Scope of Award.

19. This award shall operate within a radius of twenty-five miles of the Chief Post-office, Wellington.

Term of Award.

20. This award shall come into force on the 3rd day of October, 1938, and shall continue in force until the 3rd day of October, 1939.

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 28th day of September, 1938.

[L.S.]

W. J. HUNTER, Judge.

MEMORANDUM.

The principal clauses referred to the Court were hours, wages, employment of youths, casual labour, shifts, overtime, holidays, termination of employment, meal-money, and tools.

The Court has framed a clause specifying the industry to which the award applies as the fish curing or preserving industry.

Hours.—The Court has followed the hours being worked under the present award (Book of Awards, Vol. XXXVI, p. 1122). The union asked for a forty-hour five-day week, but the Court, after considering the evidence called at the hearing, and hearing the representatives of the parties, is of opinion that it is not practicable to carry on the industry efficiently on a forty-hour week, for the following reasons: the goods dealt with are highly perishable, Saturday is a very busy day in the industry, it is not practicable to reduce the hours to be worked from Monday to Friday inclusive below those prescribed by this award, and the public would be seriously inconvenienced if retailers were unable to obtain supplies of fish from the

factories on Saturday mornings. On these grounds, the Court has declined to grant a forty-hour week in this industry.

Wages.—The Court has increased the wages payable to the three classes of adult workers concerned by 5s. per week, in accordance with the pronouncement of the Court of Arbitration in the Sugar-workers' dispute (Book of Awards, Vol. XXXVII, p. 2772). The rates of wages for youths are the same as those fixed in the Fish-workers' award recently issued by this Court. A provision has been added to the shifts clause providing for additional payment of 3s. per week for shift-workers.

Mr. Croskery does not agree with the decision of the majority of the Court regarding hours and wages, and his dissenting opinion is attached.

W. J. HUNTER, Judge.

DISSENTING OPINION OF MR. CROSKERY.

I dissent to the following provisions of this award on the grounds set out:—

Hours of Work.—No evidence was called on behalf of the employers that it was impracticable for this industry to observe a forty-hour week, notwithstanding the fact that the principal employer was in the Court during the whole of the proceedings. On the above grounds, I am firmly of the opinion the hours awarded should have been forty per week. In respect to the daily hours, I am of the opinion that they should have been fixed between 8 a.m. and 5 p.m., with the payment at overtime rates for any time worked before or after the hours mentioned, as is provided for in numerous other awards. Some of the union's witnesses stated they had to leave home as early as 5.35 a.m. to get to the place of their employment, and I am firmly of the opinion that any industry which makes such demands on its workers should pay an additional rate.

Wages.—This Court in five cases which it heard in Auckland based wages on a forty-hour week, with the right to work up to forty-four at an equivalent hourly rate for all hours worked over forty. A majority of the Court then abandoned this principle and made a number of awards for forty-four hours, and in these cases awarded 7s. 6d. per week in place of the 5s. set out in the Sugar-workers' memorandum. In this case we have a further departure from both of the above, and a majority of the Court has decided to award increases of 5s. per week only as in the Sugar-workers' memorandum, notwithstanding the fact that in the Sugar-workers' case the hours were fixed at forty and these workers are required to work forty-four. So, is it any wonder that under such circumstances there is general dissatisfaction with the awards issued by this Court, and with this opinion I am in perfect accord.