FLAMINGO RESTAURANT LTD. (CHRISTCHURCH) HAIRDRESSING EMPLOYEES—INDUSTRIAL AGREEMENT

[Filed in the Office of the Clerk of Awards, Christchurch]

This industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, and its amendments, this 3rd day of February 1961, between Messrs Flamingo Restaurant Ltd., 111 Hereford Street, Christchurch, hereinafter called the "employer" of the one part, and the Christchurch Hairdressers' and Tobacconists' Assistants' Industrial Union of Workers, hereinafter called the "union" of the other part, hereby witnesseth that it is mutually agreed and declared between and by the employer and the union as follows:

SCHEDULE

This agreement shall be deemed to incorporate the terms and conditions of the Christchurch Male Hairdressers' Award dated the 24th day of August 1954, and recorded in 54 Book of Awards 922, and the Canterbury Female Hairdressers' Award dated the 11th day of December 1946, 2154 with the following modifications:

Hours of Work

- 1. (a) The ordinary hours of work shall not exceed 40 per week to be worked as follows: Between the hours of 9 a.m. and 5.30 p.m. Monday to Friday, both days inclusive, and subject to sub-clauses (d) and (e) hereof between the hours of 9 a.m. and 5.30 p.m. on Saturday.
- (b) The hours of work shall be continuous from the time of starting each day except for intervals for meals and refreshments.
- (c) One hour shall be allowed for lunch each day between the hours of 11.30 a.m. and 2 p.m. A break of 10 minutes morning and afternoon shall be allowed for refreshments.
- (d) Where the assistant is required to work on five week days other than Saturday, he shall be paid for time worked on Saturday at the rate of double time, such payment to be in addition to the weekly wage.
- (e) Where assistants are required to work only on four days other than a Saturday, they shall be paid for all time worked on a Saturday (which is not a holiday under this agreement) at ordinary time rates in addition to the weekly wage, provided that should the normal working hours be exceeded, they shall be paid at double time rates for all additional time worked on a Saturday.
- (f) For the purpose of calculating the hours of work, each of the holidays mentioned in the award shall be deemed to be a day worked for the number of hours usually worked on that day of the week, although no work shall have actually been done on such holiday.

Wages

- 2. (a) The minimum rates of wages payable to journeymen and journeywomen required to do any male hairdressing shall be not less than £13 10s. per week.
- (b) Females employed exclusively on female hairdressing shall be paid not less than £11 8s. per week.
- (c) Male hairdressers employed on female hairdressing shall be paid the rates in accordance with sub-clause (a) hereof.
- (d) Casual workers shall be paid as follows: Senior males 20 per cent and all others 33\frac{1}{3} per cent in addition to the rate prescribed in this clause or at an hourly rate equivalent thereto.

No such worker shall be paid for less than six hours on any ordinary day. A "casual worker" is a worker who is engaged for a period of less than 20 hours in any one week.

Overtime

- 3. (a) All time worked outside or in excess of the hours prescribed in clause 1 hereof shall be paid for at the rate of time and a half for the first three hours and thereafter at double time rates.
- (b) Any work done on a Sunday or holidays prescribed by this agreement or days lawfully observed in lieu thereof shall be paid for at double time rates. The said payments shall be in addition to the rates prescribed in clause 2 hereof.

Holidays

4. (a) The following shall be allowed as holidays without deduction from wages: Christmas Day, Boxing Day, New Year's Day and the day following, Good Friday, Easter Saturday, Easter Monday, Labour Day, the birthday of the reigning Sovereign, Anzac Day, and Anniversary Day or one other day in lieu thereof.

Should any of the above holidays not be generally observed in the locality, another day may be substituted by agreement between the employer and the secretary of the union, and notification of such substituted day shall be given to the local Inspector of Awards.

(b) Should any of the above holidays, other than Anzac Day or Easter Saturday, fall upon a Saturday or a Sunday, then for the purpose of this agreement such holiday shall be observed on the following Monday. Should the said Monday be a holiday under this agreement, then such holiday shall be observed on the following Tuesday.

(c) An annual holiday of two weeks on full pay shall be granted to each worker under this agreement on completion of each year of service, such annual holiday to be exclusive of holidays except Easter Saturday, provided for in subclause (a) of this clause, and workers shall be paid for the annual holiday on or before its commencement.

The annual holiday to be allowed to workers on the completion of 10 or more years' continuous service with the same employer shall be three weeks instead of two weeks as aforesaid.

- (d) A worker not completing a year of service with the employer shall be granted payment in accordance with the provisions of the Annual Holidays Act 1944.
- (e) A record of annual holidays shall be kept in compliance with the Annual Holidays Act 1944.

Payment of Wages

- 5. (a) All wages and overtime shall be paid weekly during working hours and in cash not later than Thursday in each week. Should a holiday fall on any regular pay-day, wages shall be paid for that week on the working day preceding the holiday.
- (b) All bonuses, premiums, and commissions earned by assistants shall be paid in addition to the weekly wages specified, and on no account shall any deduction be made from the latter.
 - (c) All premiums and commissions shall be paid monthly.
- (d) Workers shall be supplied with a statement setting out the computation of the wages paid, together with any deductions made therefrom, whenever there is an alteration in their normal weekly earnings.

Clothing

6. It shall be the responsibility of the company to provide, launder and maintain suitable smocks and/or coats for the use of the workers and at no cost to the workers.

Tools of Trade

7. The employer shall provide all tools of trade including electric hair-cutting machines required for use in the establishment.

It is agreed that this agreement will operate as from the day of the date hereof, and remain in force for a period of not less than 12 months.

Dated at Christchurch this 3rd day of February 1961.

For and on behalf of the Flamingo Restaurant Ltd .-

L. R. ENGLAND, Secretary.

For and on behalf of the Christchurch Hairdressers' Industrial Union of Workers—

P. M. VELVIN, Secretary.

FLAMINGO RESTAURANT LTD. (CHRISTCHURCH) HAIRDRESSING EMPLOYEES—CONCURRENCE IN INDUSTRIAL AGREEMENT

[Filed in the Office of the Clerk of Awards, Christchurch]

Take notice that we J. Ballantyne and Co. Ltd., Cashel Street, Christchurch, Hairdressing Salon Proprietor, hereby signify our concurrence with the industrial agreement dated the 3rd day of February 1961 between Flamingo Restaurant Ltd. and the Christchurch Hairdressers' and Tobacconists' Assistants Industrial Union of Workers filed in your office as No. 430.

Dated at Christchurch this 10th day of February 1964.

A. G. Hudson, Secretary.