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NORTHERN INDUSTRIAL DISTRICT LADIES' HAIRDRESSERS' ASSISTANTS—
AWARD

In the Court of Arbitration of New Zealand, Northern Industrial District—In the matter of the Industrial Conciliation and Arbitration Act 1954; and in the matter of an industrial dispute between the Auckland Hairdressers' Assistants Industrial Union of Workers (hereinafter called "the union"), and the under-mentioned persons, firms, and companies (hereinafter called "the employers"):

Alma Moore Beauty Salon, St. Kevins Arcade, Newton.
Anne Clare Beauty Salon, Windsor House, 58-60 Queen Street, Auckland.
Audrey Todd, 20 Clyde Street, Newmarket.
Ballantynes Salon, 10 St. Kevins Arcade, Newton.
Cedric Beauty Salon, 403 Parnell Road, Parnell.
Charm Beauty Salon, H.M. Arcade, 171 Queen Street, Auckland.
Christine Hackett, Power Board Buildings, 187 Queen Street, Auckland.
Crossley's Beauty Salon, Jellicoe Chambers, 1 Wyndham Street, Auckland.
Crowning Glory Salon, 481 Karangahape Road, Newton.
Dainty Lady Salon, 259 Great North Road, Grey Lynn.
Dolores Ladies Hairdresser, 6 Victoria Street, Auckland.
Dolores Ladies Hairdresser, 254 Broadway, Newmarket.
Douglas, E. W., 780 Manukau Road, Royal Oak.
Edna Mae Salon, 301 Manukau Road, Epsom.
Elstree Beauty Salon, Tabernacle Buildings, Karangahape Road, Newton.
Embassy Beauty Parlour, McKenzies Building, 126 Queen Street, Auckland.
Esmae Worth Salon, 184 Karangahape Road, Newton.
Euphemia Beauty Salon, 266 Queen Street, Auckland.
Fiesta Beauty Salon, 398 Karangahape Road, Auckland.
Gustles Beauty Salon, 82 Karangahape Road, Newton.
Hubber Beauty Salon, 96 Karangahape Road, Newton.
Jeanette Beauty Salon, Shorts Building, 154 Queen Street, Auckland.
Julien Rose Salon, H.M. Arcade, 171 Queen Street, Auckland.
Kathleen Allen Beauty Salon, Premier Buildings, Durham Street, Auckland.
Kay's Continental Salon, Fifth Floor, Victoria Arcade, Auckland.
Kay's Salon, 145 Karangahape Road, Newton.
La Pompadour Beauty Shoppe, 65 Park Road, Grafton.
Leon Beauty Salon, 138 Queen Street, Auckland.
Madame Julian Beauty Salon, 13 Vulcan Building, Auckland.
Maeder Beauty Salon, 266 Karangahape Road, Newton.
Maeder Salon, 175A Queen Street, Auckland.
Maison Dalbeth Beauty Salon, Vulcan Building, Auckland.

Milne and Choyce Ltd., 139 Queen Street, Auckland.
 Paris Beauty Salon, 484 Queen Street, Auckland.
 Raynor Beauty Salon, Colonial Mutual Buildings, 159 Queen Street, Auckland.
 Richelle Beauty Salon, 14 O'Connell Street, Auckland.
 Rona Marie Salon, 60 Great North Road, Grey Lynn.
 Royal Salon, 732 Manukau Road, Royal Oak.
 Salon Marie, 517 Manukau Road, Epsom.
 Sareta Salon, Smith and Caughey's Building, Queen Street, Auckland.
 Selwyn Salon, 231 Broadway, Newmarket.
 Spencers Orchid Salon, 174 Queen Street, Auckland.
 Sunshine Beauty Shoppe, Dilworth Buildings, 5 Customs Street, Auckland.
 Suprema Beauty Salon, 433 Manukau Road, Epsom.
 Suzie Anne Beauty Salon, 146 Manukau Road, Epsom.
 Wagner Beauty Salon, 147 Broadway, Newmarket.
 Winifride Rowe, 92 Courtville Flats, Parliament Street, Auckland.

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the terms of settlement arrived at in the above-mentioned dispute and forwarded directly to the Court pursuant to the provisions of section 130 of the Industrial Conciliation and Arbitration Act 1954, 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 as hereinafter provided and shall continue in force until the 30th day of April 1965 and thereafter as provided by section 152 of the Industrial Conciliation and Arbitration Act 1954.

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 11th day of September 1963.

[L.S.]

A. TYNDALL, Judge.

SCHEDULE

Industry to Which Award Applies

1. This award shall apply to the business of female hairdressing.

Hours of Work

2. (a) The ordinary hours of work shall not exceed 40 in any one week and shall be worked as follows: Between the hours of 8.45 a.m. and 5.45 p.m. on four days of the week, and between the hours of 8.45 a.m. and 9 p.m. on the late night. The late night shall be Thursday or Friday, at the employer's option.

(b) Subject to the requirements of section 14 of the Shops and Offices Act 1955 a meal interval of one hour for lunch shall be allowed on five days of the week between 11.30 a.m. and 2.30 p.m. On the late night an interval of one hour for tea shall be allowed between 4.30 p.m. and 7 p.m. This subclause shall not apply in the case of casual workers who are working for less than a complete day, or in the case where only one assistant is employed.

(c) When overtime is worked other than on the late night, the outer door of the salon shall be closed at 5.45 p.m., after which time no casual client shall be admitted.

Opening and Closing Hours

3. (a) In exercise of the powers vested in the Court by the Shops and Offices Act 1955 and subject to section 5 of that Act, it is ordered that any shop in which is substantially carried on (within the meaning of section 2 (5) of the same Act) the class of business to which this award relates in the Northern Industrial District shall be opened on five working days of the week at an hour being not earlier than 8.45 a.m. and shall be closed on four working days of the week at an hour being not later than 5.45 p.m. and on one working day of the week at an hour being not later than 9 p.m.

(b) The said shops shall not be open for business on Saturday in each week and on the holidays mentioned in subclause (a) of clause 10 of this award.

Overtime

4. (a) In salons where ladies' and/or children's work solely is carried on, assistants may work overtime, when necessary, on one evening in the week, such overtime not to exceed three hours, and to be paid for at time and a half rates or 4s. 3d. per hour, whichever rate is higher. Where a separate room in any establishment is used solely for ladies' and/or children's work, such rooms shall be regarded as a salon for the purposes of this subclause.

(b) Work done outside the hours prescribed in subclause (a) of clause 2 shall not be compensated for by the allowance of time off within the hours so prescribed.

(c) When working overtime exceeding one hour, the worker shall be supplied with a suitable meal or receive an allowance of 5s. 3d. for a meal.

Wages

5. (a) Female assistants may be employed at not less than the following rates of wages:

| | Per Week | | |
|-----------------------------|----------|----|----|
| | £ | s. | d. |
| First six months | 3 | 3 | 4 |
| Second six months | 3 | 11 | 8 |
| Third six months | 4 | 3 | 4 |
| Fourth six months | 4 | 15 | 0 |
| Fifth six months | 6 | 10 | 0 |
| Sixth six months | 7 | 0 | 0 |
| Seventh six months | 8 | 2 | 6 |
| Eighth six months | 8 | 14 | 2 |
| Ninth six months | 9 | 5 | 0 |
| Thereafter for journeywomen | 10 | 5 | 0 |

A manageress shall be paid not less than £12 5s. per week.

(b) The wages provided for above shall be weekly wages and shall be subject to no deduction except for time lost on account of the worker's own default or sickness.

(c) All wages shall be paid weekly not later than Thursday and shall be paid in the employer's time.

Part-time Workers

6. Subject to the consent of the union part-time workers may be employed. Such workers shall be paid *pro rata* the appropriate wage rate plus 10 per cent. Any dispute arising out of this clause shall be dealt with under clause 13.

Proportion

7. (a) The proportion of junior female assistants shall not be more than two juniors to each journeywoman or journeyman employed.

(b) For the purposes of this clause an assistant in receipt of less than £7 weekly shall be classed as a junior.

Uniforms

8. Where the employer requires a female assistant to wear more than one uniform weekly, the employer shall pay the laundry expenses of such additional uniforms. Where a female assistant is required to wear any distinctive or special uniform other than the ordinary white uniform, the same shall be supplied by the employer and laundered at the employer's expense.

Tools

9. An assistant in receipt of less than £6 10s. per week shall not be required to supply any tools.

Holidays

10. (a) The following shall be allowed as holidays: New Year's Day, the day following New Year's Day, Anniversary Day, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, and Boxing Day.

(b) When any of the above holidays (except Anzac Day) falls on a Saturday or a Sunday, it shall be observed on the next succeeding working day or days.

(c) Annual holidays shall be granted in accordance with the provisions of the Annual Holidays Act 1944.

(d) When there is a change in the proprietorship of a salon, the incoming proprietor shall be deemed to have taken over as part of the business the accrued period of service towards the holiday of each assistant employed in the salon; but this subclause shall not apply unless the worker notifies the incoming proprietor of the period of accrued service within one week of taking possession.

Employment of Journeymen on Ladies' Work

11. Journeymen employed in ladies' hairdressing salons shall be paid the rate of wages specified in the award governing male hairdressers' assistants in the Northern Industrial District in force from time to time, but shall observe the hours of work, overtime, and other provisions which apply to ladies' work and are contained in this award.

Casual Workers

12. (a) When an assistant is engaged on the understanding that the engagement will not exceed four days, such employment shall be deemed to be casual and the rate of pay specified below shall be payable. If it is intended that a full week's work shall be done, the weekly wage shall apply. After two complete consecutive weeks have been served by a worker engaged casually without notice of intention to terminate the employment, the engagement shall be deemed permanent and shall thereafter be subject to notice as provided in clause 14 hereof.

(b) A casual worker shall be engaged for not less than four hours continuously. Casual work shall be paid for at 5s. 7d. per hour.

Disputes

13. The essence of this award being that the work of the employers shall not on any account whatsoever be impeded but shall always 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, or any of them, 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 Conciliation Commissioner for the district. If the committee is unable to decide the question then the chairman shall give a decision or refer the matter to the Court. Either side shall have the right to appeal to the Court against a decision of any such committee or chairman upon giving to the other side written notice of such appeal within 14 days after such decision has been made known to the party desirous of appealing.

Termination of Employment

14. Except in the case of casual workers, the engagement shall be deemed to be a weekly one, and one week's notice of the termination thereof shall be given by either employer or worker, failing which one week's wages shall be paid or forfeited, as the case may be; but this shall not prevent an employer from dismissing a worker for good cause.

Unqualified Preference

15. (a) Any adult person engaged or employed in any position or employment subject to this award by any employer bound by this award shall, if he is not already a member of a union of workers bound by this award, become a member of such union within 14 days after his engagement, or after this clause comes into force, as the case may require.

(b) Subject to subclause (a) hereof, every adult person so engaged or employed shall remain a member of a union of workers bound by this award so long as he continues in any position or employment subject to this award.

(c) Every worker obliged under subclause (a) hereof to become a member of a union who fails to become a member, as required by that subclause, after being requested to do so by an officer or authorised representative of the union, and every worker who fails to remain a member of a union in accordance with subclause (b) hereof commits a breach of this award.

(d) Every employer bound by this award commits a breach of this award if he continues to employ any worker to whom subclauses (a) and (b) apply, after having been notified by any officer or authorised representative of the union that the worker has been requested to become a member of the union and has failed to do so, or that the worker having become a member of the union has failed to remain a member.

(e) For the purposes of this clause "adult person" means a person of the age of 18 years or upwards, or a person who for the time being is in receipt of not less than the minimum rate of wages prescribed for adult workers by this award.

(NOTE—Attention is drawn to section 174H of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.)

Under-rate Workers

16. (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 14 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

17. This award shall apply to the original parties named herein, and shall extend to and bind as subsequent party hereto every industrial union, industrial association, or employer who, not being an original party hereto, is, when this 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 the industrial district to which this award relates.

Scope of Award

18. This award shall operate throughout the Northern Industrial District.

Term of Award

19. This award, in so far as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the first day of the first pay period of each employer commencing on or after the 5th day of August 1963, and so far as all other provisions of the award are concerned, it shall come into force on the day of the date hereof; and this award shall continue in force until the 30th day of April 1965.

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 11th day of September 1963.

[L.S.]

A. TYNDALL, Judge.

MEMORANDUM

The award, including the operative date of provisions relating to wages, incorporates the terms of settlement arrived at by the parties in the course of an inquiry held before a Council of Conciliation.

Upon being satisfied by supporting documentary evidence that an unqualified preference provision has been agreed to by all the assessors in accordance with section 174B of the Industrial Conciliation and Arbitration Act 1954 (as enacted by the Industrial Conciliation and Arbitration Amendment Act 1961), the Court has inserted clause 15 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. TYNDALL, Judge.