

## NORTHERN INDUSTRIAL DISTRICT MALE HAIRDRESSERS—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"):

Cann, W., Victoria Street, Hamilton.  
 Dalzeil, T., Matamata.  
 Davy, C. L., and Son, 239 Gladstone Road, Gisborne.  
 Dolores, P., 254 Broadway, Auckland.  
 Edwards, W. R., Cambridge.  
 Foot, S. E., 33 Camerson Street, Whangarei.  
 Fulljames, R., 16 Bank Street, Whangarei.  
 Grice, M., Anzac Avenue, Auckland.  
 Hogan, M. J., Dargaville.  
 Kings Ltd., 173 Queen Street, Auckland.  
 Lyle, J., and Sons, 177 Gladstone Road, Gisborne.  
 Sharp, H. W., Whakatane.  
 Sterrit, J., Te Awamutu.  
 Walkers Tobacconists Ltd., 8 Customs Street West, 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 31st day of January 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 12th day of September 1963.

[L.S.]

A. TYNDALL, Judge.

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 SCHEDULE

*Industry to Which Award Applies*

1. This award shall apply to the hairdressing and hairworking industry.

*Hours of Work*

2. (a) The hours of work for assistants shall be 40 per week, exclusive of meal intervals, to be worked between the hours of 8 a.m. and 5.30 p.m. on four days, and between 8.30 a.m. and 8.30 p.m. or between 9 a.m. and 9 p.m. on the late night.

(b) When the usual late night falls on one day of the holidays mentioned in clause 10 hereof, the late night shall be observed on the day preceding the holiday. It shall be permissible to observe the late night on Christmas Eve or New Year's Eve in their respective weeks, but two late nights shall not be observed in any one week.

(c) Each meal interval shall be one hour and shall be taken between 11 a.m. and 2 p.m. and on the late night 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: Provided that no worker is required to work less than two and a half hours before taking a lunch interval.

*Closing Hour of Saloons*

3. In exercise of the powers vested in the Court by section 3 of the Shops and Offices Act 1955 it is hereby ordered:

That all hairdressing saloons in the Northern Industrial District shall be closed at 6 p.m. on four working days of the week and at 9 p.m. on one working day of the week. The said saloons shall not be open for business on Saturday in each week.

*Work in Hand*

4. No customer shall be taken into a chair later than five minutes before the worker is due to cease work, and the worker shall not be kept more than five minutes after the time stipulated in subclause (a) of clause 2 hereof.

*Qualification for Journeymen*

5. A "journeyman" or "journeywoman" shall mean one who has served four and a half years at the trade.

*Wages*

6. (a) The minimum wage for journeymen or journeywomen employed on men's work shall be £14 13s. 4d. 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 in the employer's time.

*Casual Workers*

7. (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 hourly 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 15 hereof.

(b) Casual work shall be paid for at the rate of not less than 7s. 5½d. per hour. A casual worker shall not be engaged for less than four hours continuously.

*Part-time Workers*

8. 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 14.

*Overtime*

9. No overtime shall be worked in saloons where gents' work is done.

*Holidays*

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

(b) When any of the above holidays (except Anzac Day) fall on a Saturday or 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.

*Classification*

11. The following workers only may be employed at the trade—viz, journeymen (which shall include journeywomen), apprentices, and under-rate workers.

*Working Conditions*

12. (a) *Board and Lodging*—It shall not be permissible for an employer to provide board and lodging for any worker other than a member of his own family or a youth or girl from an orphan home, except by agreement between the union and the employer concerned.

(b) Sub-letting of chairs shall not be allowed.

(c) A morning and afternoon tea break not exceeding 10 minutes shall be allowed.

(d) A suitable place shall be provided for each worker to hang his clothes.

(e) Adequate lighting and ventilation shall be provided in all saloons.

*Tools of Trade and Uniforms*

13. (a) The employer shall supply all necessary tools of trade required for the cutting, combing, and shaving of customers and for the resetting and grounding of razors. If a worker is called upon to supply such tools other than electric hair cutting machines he shall be paid  $\frac{1}{2}$ d. per hour tool allowance.

(b) The employer shall provide uniforms or in lieu thereof he shall pay the worker a uniform allowance of 1d. per hour. Uniforms shall be laundered by or at the expense of the employer.

*Disputes*

14. 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*

15. 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*

16. (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*

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 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*

18. 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*

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

#### *Term of Award*

20. 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 29th day of July 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 31st day of January 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 12th 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 16 in the award in the form in which it was agreed upon in the Council of Conciliation.

A. TYNDALL, Judge.