

(10867.) WELLINGTON (TWENTY-FIVE MILES RADIUS)
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 Wellington Hairdressers, Hairworkers, and Wigmakers' Assistants' Industrial Union of Workers (hereinafter called "the union") and the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Anderson, G. E., 52 Vivian Street.
 Andrews, A. P., 114 Featherston Street.
 Aprea Bros., 349 The Parade, Island Bay.
 Aprea, L., 97B Upland Road.
 Avery, F., Cambridge Terrace, Wellington.
 Ball Bros., 5 High Street, Lower Hutt.
 Ball, R., 46 Taranaki Street.
 Bain and Harper, 110 Willis Street.
 Barr, J. H., 281 Jackson Street, Petone.
 Beaumont, S. E., Johnsonville.
 Benson, Mrs. E. J., Lambton Quay, Wellington.
 Bilderbeck, R. V., 210 The Parade, Island Bay.
 Boffa, F. and T., 6 Courtenay Place.
 Brady, H. M., 30 High Street, Lower Hutt.
 Bradley and Harris, 179 Featherston Street.
 Brown, W. G., 31 Seatoun Road.
 Byles, J. A., 250 Riddiford Street.
 Campbell, J., 93 Riddiford Street.
 Cann, A., 136 Vivian Street.
 Chalmers, S., Johnsonville.
 Chaplin, D., 152 Riddiford Street.
 Cloake, L., 532 Main Road, Lower Hutt.
 Collins, C. A., 100 Courtenay Place.
 Collins, R. A., 155 Cuba Street.
 Conner, J., 31A Cleveland Street.
 Cox, A. E., Farish Street.
 Crane, C., 149 Cuba Street.
 Crocker, W., 154 Karori Road.
 Crocker, W., 236A Karori Road.
 Dallas, H., 382 Broadway.
 de Berry, L., 223 Cuba Street.
 Doyle, J., Panama Street, Wellington.
 Duncan, A., 102 Lambton Quay.
 Duncan, C., Lambton Quay.
 Edmunds, A. W., 10 Constable Street.
 Edmunds, A. W., 188 Riddiford Street.
 Edser, R., 10 Victoria Street, Lower Hutt.
 Ericsson, R., 32 Cambridge Terrace.
 Eustace, J. A., 41A Molesworth Street.
 Fellani, H. J., 213A Riddiford Street.
 Freeman, H., 288 Lambton Quay.
 Good, H., 61 Riddiford Street.
 Greening, A., 26 Willis Street.
 Hall, A. B., 298A Lambton Quay.
 Hall, M. R., 160 Riddiford Street.
 Hansby, A., Ottawa Road.

Harding, F. W., 141 Willis Street.
 Harrison, J., 47 Willis Street.
 Harris, C., 287 Cuba Street.
 Haynes, C., 42 Molesworth Street.
 Heathcote, G., 206 High Street, Lower Hutt.
 Heyward F., 106 Adelaide Road.
 Hill, A. H., 1A Kent Terrace.
 Isaac, T., 53 Nairn Street.
 Jago, B., 265 Willis Street.
 James, W. R., 63 Hobart Street.
 Janis, A., 156 Vivian Street.
 Julius, F., 20 Ganges Road.
 Kenning, N., 15 Kent Terrace.
 Kirkcaldie and Stains, Lambton Quay, Wellington.
 Knowsley, A. L., 96 Wakefield Street.
 Lamont and Holland, Messrs., 176 Featherston Street.
 Lane, F. W., 141A Riddiford Street.
 Liddle, T. G., 6 Majoribanks Street.
 Lust, C. and J., Bond Street.
 Lyons, M., Coutts Street, Kilbirnie.
 Manning, F. R., Hotel St. George, Willis Street.
 Mansell, C. R., 38 Coutts Street.
 Mavji, M., 118 Vivian Street.
 McCabe, J., 43 Ghuznee Street.
 McCreary, T., 44 Mercer Street.
 McGuire, T. M., 101 Taranaki Street.
 McDonald, C. W., 52 Courtenay Place.
 Medical Chambers, Ltd., 16 The Terrace.
 McFarlane, C. P., 27 Falkirk Avenue.
 Meier, J., 34 Hunter Street.
 Merrilees, A., 345 Jackson Street, Petone.
 Nash, H., 154B Cuba Street.
 Newbury, G., 80 Vivian Street.
 Nissen, H., Jackson Street, Petone.
 O'Donnell, W. J., 113 Thorndon Quay.
 O'Halloran, P., 82 Hutt Road, Petone.
 Orr, B., 121A The Parade, Island Bay.
 Osborné, H. O., 36 Lambton Quay.
 Olliver, O., Jackson Street, Petone.
 Paget, L., 360 Lambton Quay, Wellington.
 Parrant, J. B., 208 Jackson Street, Petone.
 Payne, H., Kaiwarra.
 Phillips, G., Main Street, Lower Hutt.
 Penman, A. J., 153 Lambton Quay.
 Powell, F. G., 76 Courtenay Place.
 Prangle, C., Randwick Road, Lower Hutt.
 Price, G. A., 1 Aro Street.
 Prier, E. A., 182 Jackson Street, Petone.
 Rae, J., 210 Cuba Street.
 Ransford, C., Jackson Street, Petone.
 Ratcliffe, P., 104 Molesworth Street.
 Ratcliffe, J. H., 10A Park Road.
 Ricketts, R., Lambton Quay, Wellington.
 Russell, E. S., 2 Riddiford Street.
 Sadler, Mrs. W., Vivian Street, Wellington.
 Sateros, J., 131 Manners Street.
 Shore, G. N., 4A Moxham Avenue.
 Sillett, R., Cuba Street, Wellington.
 Sillett, R. G., 44 Ghuznee Street.

Singer, D., and Co., 3 Bowen Street.
 Skilton, H., Main Road, Lower Hutt.
 Slade, J., Kilbirnie.
 Smith, W. J., Jackson Street, Petone.
 Sollitt, R. E., 60A Vivian Street.
 Sowman, L., 356 Lambton Quay.
 Spencer, H., 481 Adelaide Road, Wellington.
 Spencer, L. A., 454 Adelaide Road.
 Spittal, W. J., 49 Manners Street.
 Staub, G. C., 114 Lambton Quay.
 Stopforth H. A., 20 Cambridge Terrace.
 Stuart, W. B., 35 Cambridge Terrace.
 Thomas and Turfis, Messrs., 96 Manners Street.
 Tosman, B., 32 Seatoun Road.
 Trower, W., Jackson Street, Petone.
 Turner, A. C., corner of Victoria and Willeston Streets.
 Turner, A., 2 Todman Street.
 Turner, R., 41 Willis Street.
 Unsworth, W., 18 John Street.
 Vercoe, C. K., 280 Cuba Street.
 Vercoe, Mrs., Hotel St. George, Willis Street, Wellington.
 Walker and Duncan, Ltd., Courtenay Place, Wellington.
 Walker, W. G., 20 Brandon Street.
 Walling, A., 10 Oroua Street, Rona Bay.
 Walsh, M., 8 Molesworth Street.
 Ward, G. T., 13 Adelaide Road.
 Widdop and Lanauze, Messrs., 142 Lambton Quay.
 Wilkinson, W., 48 Cuba Street.
 Willett, L. M., 20 Brandon Street, Wellington.
 Wood Bros., 196A Lambton Quay.
 Wood, S., Onepu Road.
 Wright, T., 232 Cuba Street.

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 19th day of August, 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 19th day of August, 1935.

[L.S.]

E. PAGE, Judge.

SCHEDULE.

Hours of Work.

1. (a) The hours of work shall not exceed forty-eight per week, and shall be worked between the hours of 8 a.m. and 6 p.m. on four days of the week, on one day of the week between 8 a.m. and 9 p.m., and 8 a.m. and 12.30 p.m. on the day of the half-holiday.

(b) On Christmas Eve and New Year's Eve and the evening preceding Good Friday the hour for ceasing work shall be 9 p.m., and on the evening preceding any other Friday on which any of the holidays mentioned in clause 6 hereof are observed, the hour for ceasing work shall be 9 p.m.

Meal-hours.

2. Not less than one hour shall be allowed off for lunch, between 11.30 a.m. and 2.30 p.m., except on the day of the half-holiday. One hour shall be allowed for tea between 4 p.m. and 7 p.m. to workers who are required to work after 6 p.m.

Work in Hand.

3. No worker shall be allowed to take a customer into his chair after the hours as prescribed in clause 1 hereof, nor shall he be detained more than ten minutes after the said hours. One operation only shall be allowed—that is, haircut, shampoo, shave, or vibrator.

Wages—Weekly and Casual Workers.

4. (a) The minimum wage to be paid to journeymen hairdressers shall be £4 7s. 6d. per week.

(b) Where a casual worker is employed, he shall be paid 2s. per hour with a minimum of three continuous hours' work.

(c) Where a casual worker is employed for less than four hours continuously, then in such case clause 2 hereof shall not apply to such worker.

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

(e) Time lost through slackness of work, sickness, or accident or default of a worker may be deducted from the weekly wages.

Improvers.

5. An apprentice having completed his apprenticeship may be employed as an improver for not more than twelve months at a wage of £2 15s. per week, and thereafter for a further twelve months at a wage of £3 5s. per week. The said period of improvership may be spread over a period of three years, commencing from the date of the completion of the apprenticeship. It shall be the duty of the apprentice to obtain and produce on demand to his employer, or to any prospective employer, full particulars of all time worked by him as an improver.

Holidays.

6. (a) The following shall be observed as holidays: New Year's Day, Good Friday, Easter Monday, Labour Day, Sovereign's Birthday, Christmas Day, Boxing Day, Anniversary Day, and the day following New Year's Day to be observed as the Hairdressers' Picnic Day.

(b) In the case of any worker who fails to attend the picnic the employer may make a deduction from wages, based on the number of hours which the worker in the ordinary course would have worked on that day.

(c) Save as aforesaid, no deduction shall be made from the worker's wages for any of the said holidays.

(d) In case any of the holidays mentioned shall fall on a Sunday, it shall be observed on the Monday following.

(e) One week's holiday annually on half-pay shall be given to each employee in each establishment after twelve months' continuous service with the one employer. Where an employer dismisses an employee for other cause than misconduct after such employee shall have completed more than nine months and less than twelve months of the current qualifying period of service, such worker shall be granted holiday payment proportionate to the length of service.

(f) When in any week two holidays are generally observed, then and in such case the usual weekly half holiday shall not be observed in that particular week.

Uniforms.

7. (a) When special uniforms are required to be worn they shall be provided by the employer, and shall be laundered at the expense of the employer.

(b) The ordinary uniforms shall consist of black or white coats. Should an employer require assistants to wear more than one clean coat each week, they shall be laundered at the expense of the employer.

Termination of Employment.

8. One week's notice of termination of the employment shall be given by either party. When a worker leaves without the required notice he shall forfeit a week's pay. Should an employer dismiss an employee without notice or good cause, the worker shall be entitled to a week's wages in lieu thereof: Provided that nothing in this clause shall prevent an employer from summarily dismissing a worker for dishonesty or other good cause.

Collection of Dues.

9. With the consent of the employer a representative of the union may visit the workroom not more than once a month for the purpose of collecting moneys due to the union.

Disputes.

10. 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. Either side shall have the right of appeal to the Court against a decision of any such committee upon giving to the other side written notice of such appeal within fourteen days after such decision has been made known to the party desirous of appealing.

Under-rate Workers.

11. (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.

Preference.

12. (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 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 for non-attendance without reasonable excuse at a specially called meeting of the union, of which written notice has been given to him or sent to him by post at his last address as notified by him 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 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 contributions, and £1 for misconduct at a meeting of the union.

Qualification of Journeymen.

13. A journeyman shall mean a person who has been employed at the trade for a period of not less than five years.

Scope of Award.

14. This award shall operate throughout that portion of the Wellington Industrial District lying within a radius of twenty-five miles from the General Post Office, Wellington.

Term of Award.

15. This award shall come into force on the 19th day of August, 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 19th day of August, 1935.

[L.S.]

E. PAGE, Judge.

MEMORANDUM.

The only matter referred to the Court was the date of the coming into force of the award. In other respects the award embodies the recommendations of the Conciliation Council, as amended at the hearing, which the parties agreed to accept.

If during the currency of this award a general order is made in respect of an increase of wages the increased rates recommended by the assessors appointed to adjust this dispute shall be considered as part of such increase.

E. PAGE, Judge.