

TRADE UNION INFLUENCE IN THE BARBERING

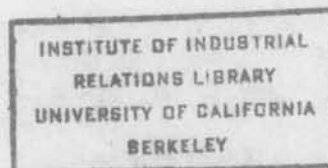
BUSINESS IN CALIFORNIA //

by

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## TRADE UNION INFLUENCE IN THE BARBERING BUSINESS IN CALIFORNIA

### I. INTRODUCTION

The many trades and skills found in the service industries in the United States have long been the subject of unionization, some more intensively than others, some more energetically in one geographical setting than others. Barbering, a service trade, has a history of union influence pre-dating 1887.

Development of unionization in the barbering trade was given impetus and encouragement by the Roosevelt Administration of the early 30's, whose economic and political philosophy filtered down from the highest courts and law enforcement agencies to the lowest state and local bodies dealing with union activities,

Today it is estimated that about thirty-five per cent of the barbers practicing their trade in the United States are unionized, affiliated with the AFL-CIO.<sup>1</sup> The business of the trade has a high geographical scatter, and is, of course, practiced in non-urban areas where union activity may be minimal. Unionization of barbers is more practical, and thus more concentrated, in the larger population centers than is the case in rural communities and small towns where there is an average of one to three barber shops.

Trade union activities in the barbering business in the United States go back some sixty-five years or more with the first organized meeting of The Journeymen's Barber Union in Buffalo, New York, on November 5, 1887. Thirteen years later, on June 20, 1900, this

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1. Associated Master Barber and Beauticians of America estimate, March 30, 1953.

union movement had reached out across the continent to the West Coast, and The Journeymen Barber, Hairdresser, Cosmetologist and Proprietor Union, Local 134, was organized in Oakland, California, with jurisdiction over Alameda County. This was the beginning of a widespread and powerful union influence in the barbering business on the West Coast.

Some twenty-four years later, (in 1924), barbershop proprietors organized The Associated Master Barbers of America, later called The Associated Master Barbers and Beauticians of America. This organization has never been affiliated with any local, national or international union. Its membership has been exclusively for master barbers who own or operate their own shops and who employ other barbers, union or non-union members. Its nature and purpose, therefore, have always closely resembled that of an employer's association.

As we subsequently review the characteristics of the trade, taking note of the means and effect of control exerted over entrance into and the practice of barbering, the methods and reasons for the fixing of barber-service prices, union organizing tactics and the union shop issue in the barbering business, it is important to keep in mind that the barber unions have utilized both economic and political forces to acquire the influence the unions now exert over the barbering business. This influence is usually manifested through a state barber board.

Standards of qualification for entering and remaining in the barbering trade, the training and licensing of barbers, conditions of operation, methods of practice, hours of operation, days of work, regular inspection and methods of enforcement and means of handling violations as well as the enforcement of price schedules, have all been vested in the barber boards by state legislation. The enforcement would no doubt be far more difficult if it were not for the influence and support of both the barber unions and the barber associations. Union representation on these boards is usually required by the legislation creating the board. Proprietor barbers frequently belong to the same barber union of which their employees are members, either voluntarily or through union coercion. Proprietor barber associations furthermore, seem to have many common interests with the union and often cooperate with the union in getting certain legislation passed. Thus the political influence the barber unions have at their disposal today is far more important than the economic pressure they may bring to bear in the unionization of employees in the barbering trade. This is the portal to trade union influence in the barbering business in California.

## II. REGULATION OF THE TRADE

### Barbering Defined

A typical definition of the practice of barbering is contained in the California Barber Law. The law of California governing the practice of barbering defines the practice of barbering as any practice that embraces any of or a combination of shaving or trimming the beard or cutting the hair, giving facial and scalp massages or treatment with oils, creams, lotions, or other preparations whether by hand or by using mechanical appliances; singeing, shampooing, arranging, dressing, curling, waving or dyeing the hair or applying hair tonics (but waving does not include "permanent" waving), or applying cosmetic preparations, antiseptics, powders, oils, clays or lotions to the scalp, face, or neck.<sup>1</sup> A barber shop is commonly defined, as in the California statute, as any establishment or place of business wherein the practice of barbering is carried on. The law in California specifically excludes persons practicing beauty culture, and gives them the right to cut hair while withholding permission to shave or trim a beard.

### Certification Requirements

The practice of barbering requires a certificate of registration as a registered barber, issued by the state barber board. This certificate is issued upon presentation of sufficient evidence to warrant qualification under specific state statute and state board requirements.

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1. At one time barbers performed a variety of special services such as removing ingrown hairs, administering eye drops, etc., to mention only a few. Present day licensing in most states expressly prohibits these practices.

It is customary for a state barber board to issue certificates to apprentice barbers, whose period of apprenticeship varies from state to state (but which is eighteen months in California). This gives the apprentice barber who has met state qualification standards as to training, health, moral character, and other requirements of the state boards, the right to practice barbering under a registered journeyman barber.

An apprentice barber as well as a journeyman barber is commonly expected to provide his own tools of the trade, i.e., razors, combs, scissors, clippers, brushes and the like. The proprietor barber, on the other hand, is expected to provide the place of business accommodations, i.e., quarters, barber chairs, soaps, lotions, towels and other accessories. Barber shop owners or proprietor barbers in most states are required to conspicuously display in their shop a certificate from the state barber board indicating certification and registration of the shop. In California, all shops must be under the direct supervision and management of a registered journeyman barber.

#### Barber Services - Supply and Demand

Since World War II, the number of barbers per capita in the nation at large has shown a steady decline. The service demands by an ever growing population in times of prosperity have been met by a declining number of barbers through a change in the type of barber services being demanded, improved methods and practices of barbering and modernized equipment, and with an accompanying

lessening of the time required by the average barber to accommodate the average customer. The more recent popularity and emphasis placed on "do it yourself" ideas and craft tools and equipment may also be contributing to the declining demand for barber services. The average barber today realizes the greatest dollar volume of his business from haircuts and from hair-trimming. Shaves and mustache trims of any significant volume have gone out of the average barber shop with the old fashioned shaving mugs that once so commonly adorned the barbers' shelves. Barber shaves fell off drastically after the introduction of the safety-razor following World War I. The popularity of the electric razor following World War II has furthered the decline of the demand for barber shaves. Thus with modernized equipment and a "standardization" of service-demand from customers, a single barber is able to accommodate more customers in less time than he formerly could.

In 1950 there were approximately 100,000 barber shops in the country with 388,805 barbers in the labor force.<sup>1</sup> The average shop was small, averaging 1.5 barbers. Of these 388,805 barbers, 382,465 were employed, and of the total number of barbers in the country, only two percent were female. Of the 1.5 percent of unemployed barbers in 1950, it can be assumed that a majority of these barbers were in the process of changing jobs within a geographical location, or looking for barbering positions in another geographical location. This relatively low percentage of unemployed barbers reflects the current demand for their services and the relative scarcity of barbers.

1. The 1950 Census of Population, published by the Bureau of Census, U.S. Department of Labor. These figures include only those persons who are qualified to practice barbering. They do not include trained or experienced barbers who have left the trade to take up some other kind of work.

The 388,805 barbers counted in the 1950 census approximates an eight percent decline over the 1940-1950 period.<sup>1</sup>

#### Barber Income

The median income for barbers, beauticians and manicurists in 1949 (last U.S. census estimate available) was \$2,370.<sup>2</sup> This average income figure reflects the lower income realized by some non-union and rural barbers but is influenced to an even greater extent by female beauticians and manicurists who may not work full time and whose income is normally below that of barbers.

In 1953 union shops in Alameda County, California (Local 134 of the Journeyman's Barber, Hair-dresser, Cosmetologist and Proprietor Union), with a membership of approximately six hundred barbers, had a guaranteed sixty-five dollar a week minimum wage for a forty-hour work week, or seventy per-cent of the total shop intake (plus five per-cent social security) whichever is the greater. About thirty per-cent of these union members are proprietor barbers who operate one-chair shops or shops on a partnership basis. Both union and non-union barbers commonly receive a minimum guaranteed weekly wage based on a forty hour week with an additional percentage based on the dollar volume realized from their chair. There is typically no provision in union contracts for overtime pay. A comparison of weekly, monthly or annual income for union and non-union barbers, to have any real significance, would necessarily have

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1. 1950 Census Statistics. The Twenty Fifth Annual Report of the Board of Barber Examiners in California, published June 30, 1954, reported 17,182 barbers with 9,243 shops in California. This represented an increase of 271 barbers, 163 apprentices, and an increase of 105 shops over the previous year. See the appendix for yearly comparison.

2. U. S. Bureau of Labor Statistics from the 1950 Census.

to be made on an area basis, between one location and another within that area, and would be influenced by over-head costs, area living costs, price differentials, barber wage differentials, volume of business and profit margins, among other things. This paper will presently present the writer's findings of a survey conducted among barbers in California in an attempt to compare union income with that of non-union income from barbers practicing in the State of California.

Barber income is characteristically greater in the urban areas where costs of living are also the highest. Highest incomes are reported in California, New York City, New Jersey, Massachusetts, and parts of the Midwest, including Chicago.

Barber wages and barber service prices have a direct relationship since a large part of the price of the barbering service goes directly to wages. Gross income of the individual barber employee, as well as the proprietor barber, is tied closely in relationship to the gross income of the enterprise. Proprietors must reckon on a ten to fifteen percent minimum profit margin in the operation of their shops, depending upon their particular business volume. This is over and above the cost incurred in the operation of the shop, including rent, wages, accessories and other operating costs. Consequently, both the proprietors and the proprietor associations (e.g. The Associated Master Barbers and Beauticians of America) and the barbers and the barber unions are interested in the prices charged for barber services, for obviously, one group is in a position to very substantially affect the income of the other. Thus, when wage decisions are centralized

by the union, there also arises the need for the centralization of prices by the union. In a subsequent section, we will discuss barber pricing policies and practices in more detail.<sup>1</sup>

#### Fringe Benefits

Fringe benefits in the barbering business have historically been neglected in contract negotiations. They have invariably failed to match those of the other service industries which have provided for vacations, medical care, retirement plans, and the other costly fringe benefits so commonly found in collective-bargaining agreements today. Fringe benefits are prohibitively expensive for the average proprietor-barber to absorb and it is not possible to pass an appreciable amount of their costs on to the consumer of the barber services.<sup>2</sup> Minimum prices, hours of operation, and holidays to be observed have long been the key union contract issued in the barbering business.

#### Membership in Barber Unions

Unionization of barbers in the country-over was estimated in 1953 to be about thirty-five percent of the total number of registered barbers.<sup>3</sup> This would approximate 146,000 union barbers out of a

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1. In defense of "fixing" the price of barber services, it is contended that the fixing of prices prevents the intense barber service competition that would otherwise inevitably result in a majority of the barber service markets. On this premise, unions have expressed an increasing insistence upon specified price schedules in union-proprietor agreements and have exerted similar influence through minimum barber-service prices fixed by state barber boards.
  2. Union locals frequently provide their own sick benefits, paid out of union funds or in a group plan paid for by union membership. Since they are usually very limited in the amount and period of time over which they are paid, special assessments or voluntary contributions from barber members, handled on a special "hardship" basis, are sometimes collected by the union officials to supplement the regular sick benefits. Local 134 of Alameda County, provides such a sick benefit for its members.
  3. Estimates of the Associated Master Barbers and Beauticians of America March 30, 1953

total of 388,805, as counted in the last U.S. census. The mass of these 146,000 barbers are found in the urban areas.<sup>1</sup>

Membership in the Associated Master Barbers and Beauticians of America, composed of shop owners and managers, has developed in rural communities as well as in the centers of population, but again, with greater numbers found in the centers of population. Development in the rural areas has apparently resulted from a desire to be affiliated with an organization of some "professional" status interested in the advancement of the practice of the trade rather than for employer representation in dealing with unions, the primary interest of the majority of the urban membership.

Chapters of the Associated Master Barbers and Beauticians of America are found in all forty-eight states with heaviest membership in New Jersey, Massachusetts, Pennsylvania, Texas, California, Chicago and other cities of the Midwest.

The Associated Master Barbers as well as the barber unions, pursue an active program of indoctrinating barbers and the public in the "professional" characteristics of the barbering trade. This indoctrination is noticeable in the state legislation and by the rules and regulations passed by the state barber boards in such things as determining the curriculum of the state barber colleges. In California, required instruction in such subjects as body cells, digestion, circulation, bones of the head, neck and face, muscles, the nervous system, the skin and appendages, the blood supply to the face and scalp are all included in the state approved barber

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1. Ibid

curriculum taught in state approved barber colleges. Barbers blandly refer to barbering as a "profession", practiced by "professional" people, and refer to the "professional nature" and the "professional requirements" of the state approved barber colleges.

#### Female Barbers

Another characteristic of the barbering business is that barbershops these days are almost exclusively patronized by male patrons and that barbers are almost exclusively male. Female barbers constitute only about two percent of the barbers in practice in the United States as of 1953.<sup>1</sup> Neither union restrictions or state legislation (which we will shortly discuss) can be held accountable for the small percentage of female barbers in the labor force. Very realistic discouragements do exist, however, by way of prejudice from custom and tradition existing in the minds of proprietor-barbers and union officials.<sup>2</sup> When the proprietor-barber calls upon the union to send him a barber for employment, as he is customarily required to do in accordance with union-proprietor agreements, he usually is permitted to specify the sex of the barber. Few proprietor-barbers appear to prefer female barbers in their shops when male barbers are available. The prejudice lingers as a holdover from the days when the barbershop was a haven of masculinity, patronized almost exclusively by men. Proprietor-

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1. Estimate given by the Associated Master Barbers and Beauticians of America, March 30, 1953.

2. There are no female barbers in Local 134, AFL Journeymen's Barber, Hairdresser, Cosmetologist and Proprietor Union, which has jurisdiction over Alameda County and part of Contra Costa County in California. This is the third largest concentration of population, registered barbers (both union and non-union) and barber union strength to be found in California. See Appendix for breakdown of barbers by county in California.

barbers may contend that female barbers working along side male barbers in the same shop create certain problems of propriety, administration and special shop facilities. The average barber-proprietor will not concern himself with extra efforts and extra costs unless they will result in greater volume and bring more money into the business. Another belief that seems to prevail in the minds of proprietor-barbers is that the customer prefers a male barber. Thus, female barbers wishing to practice in the trade may find that non-union proprietor-barbers will be more interested in their services. The relative scarcity of job opportunities created for the female barber in the union shops tends to place female barbers in the inescapable position of offering their services to non-union proprietor-barbers at below union wage rates.<sup>1</sup> The combination of job opportunity scarcities and depressed wage rates play important roles in holding down the number of female barbers entering the trade or remaining to practice in the trade.

Following World War I there began to develop a female demand for specialized barber services on a wider and growing scale.. The trend continued up to and through World War II with a developing demand for specialized hair-cutting for ladies, accommodating style and fads of the present, hair-waving and coloring, facial treatments and a variety of other so-called beauty treatments. In the beginning, male and female beauticians and cosmetologists operated in the same business location with male barbers, with separately

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1. Most union locals negotiate a single wage schedule contract which does not differentiate between male and female barbers.

designated work areas. The Journeymen's Barber, Hairdresser, Cosmetologist and Proprietor Union sought to contain all craftsmen related to the barbering business within one union and one union local. The Associated Master Barbers and Beauticians of America catered to proprietor membership of both barbers and beauticians.

Today, many beauty salons still operate in conjunction with a barbershop, but the trend is for the separation of barber services and the services of the beauty salon.<sup>1</sup> This separation is noticeable not only in actual separation of the place of business but in the apparent disinterest or lack of sufficient common interests and mutual problems for common union affiliation. Beauty operators and proprietors, both male and female, seem disinclined to affiliate with or remain within a union local having common membership with barbers. The great increase in the number of beauticians and beauty salons with a proportionate increase in the number of female operators and proprietors, again has contributed to the relatively few female barbers finding their way into today's labor market. These beauticians and hairdressers have not yet become unionized to the extent the barbers have. Where beauty operators have affiliated in locals with barbers, there has frequently existed so many irreconcilable conflicts, frictions and tensions, as to wreck a harmonious co-existence within the same local. Movement into and out of the beautician's trade is much easier than it is with the barbering trade. There is less effect-

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1. An interesting footnote to the historical trend of barbering services is the significant increase in business volume and promotional efforts devoted to stimulating male patronage for beauty salon services.

ive restricting legislation in the way of training requirements, licensing qualifications, minimum price schedules, and other so-called health and welfare laws found in the barbering trade. There is, therefore, considerably more movement into and out of the trade. Many of the female operators, especially, are only part-time or temporarily employed. These considerations tend to set the practice of the beautician and the cosmetologist apart from the practice of barbering, creating different practices and trends in union relationships, trade union practices and influence, price schedules, and characteristics of the trade.

## LICENSING AND LEGISLATION

### Objectives of Licensing

Trade union influence in the barbering business has been highly instrumental in effecting state and local legislation requiring a license to practice barbering. Professor Friedman<sup>1</sup>, has noted that:

...one feature of the various devices whereby wage rates are directly enforced or entry into an occupation limited is...the extent to which they depend on political assistance... State licensure applies in similar fashion to dentists, lawyers, plumbers, beauticians, barbers, morticians, and a host of other occupations too numerous to list. Where ever there is licensure, it is almost invariably in the hands of the existing members of the occupation, who almost invariably seek to use it to limit entry... Only slightly removed from this kind of licensure provision and in many ways far more effective is local political support through building codes, health regulations, health ordinances, and the like, all of which serve numerous craft unions as a means of preventing non-union workers from engaging in their fields through substitution or elimination of materials or technique and of preventing potential employers from undercutting the union wage rate.

The union has taken full advantage of licensing, building codes, health and welfare legislation, state and local, to tighten its grip on the barbering business. Such state and local laws and regulations offer wide and detailed coverage. The unions contend that they have a responsibility to protect the "health and welfare" of the public. There can be no sound argument against legislation for the protection of the public health and welfare, but the underlying concern and objectives of the union undoubtedly go beyond this.

Practically every state has passed a barber law similar to the law passed by the California State Legislature in 1941, and as

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1. See The Impact of the Union, Edited by David McCard Wright, Harcourt, Brace and Company, Inc., New York, 1951, P. 214.

since amended. These state laws are typically administered by a state body known as a barber board which is given supplemental powers for administrative decisions and implementations of the law. Usually a redress of a grievance or dispute with the board must be appealed to the courts, although most state laws allow for a grievance procedure between the barber board and the aggrieved. County and municipal regulations are super-imposed upon the state barber code. These local regulations are most frequently concerned with the licensing of the barber shop as a business establishment, regulation for purposes of local taxation, regulation of hours and days of operation, location of the place of business of a barber shop, sanitation and health conditions of the premises, and other building code requirements pertaining to fire and safety.<sup>1</sup>

The state barber boards typically have broad powers of inspection and general supervision of barber services and barber shop operation. These boards have the power to enforce all rules and regulations pertaining to barbering, both administrative and legislative. In most states, any member of the barber board or any employee of the board designated by the board for that purpose, may inspect a barber shop at any time the shop is open for business. Health and sanitary conditions, inspection of all books, papers, records or documents of the business are within the jurisdiction of the state barber board inspectors.

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1. See copy of the Oakland Municipal Code in Appendix.

### Policing of Barber Practices

The state legislatures generally spell out the broad policies and practices within which barbers may practice. These policies and practices are often broadened and implemented by police powers of the state delegated to the state barber board. They are binding on union and non-union barbers and barber shops alike. This policing by the state barber board is simplified by the stiff penalties imposed for infractions and by enforcement from within the industry by the trade organization and by the barbers themselves who call "unfair" or illegal practices to the attention of the barber board. Usually the chance of being reported is sufficient to deter would-be offenders. Violations of any of the rules and regulations of the barber laws may result in a suspension, revocation or refusal to renew a certificate of registration, or fines, or both. The California statute provides that violations may be dealt with as misdemeanors punishable by a fine of not less than twenty-five dollars nor more than two hundred dollars for each offense. Each day's violation of a minimum price schedule established by the board, however, constitutes a separate offense.

The power of inspection held by the state barber boards has been a useful instrument, utilized by unions, in harassing non-union barber shops and in putting stubborn non-union hold-outs out of business.<sup>1</sup> This is effected by well placed and well planned complaints

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1. During the fiscal year ending June 30, 1955, 23,371 inspections were made by enforcement officers of the California State Barber Board of 8,767 registered shops in California, an average of somewhat over 2½ inspections per shop during a twelve month period according to the statistics of the 28th Annual Report of the Board of Barber Examiners. 709 warning notices were issued, 19 barbers were found working without state certificates and 71 with expired certificates. 73 shops were closed, 227 shops were found to be operating without certificates of registration. 839 complaints were registered and checked and 348 correction notices issued. There were 16 warrants for arrests initiated with 10 convictions. The State Barber Board investigators filed 177 complaints. 96 certificates were subsequently suspended. A total of 537 barber certificates were revoked.

### State Approved Barber Colleges

The barber unions exert a very effectual influence over the legislation providing for state approved barber schools and the curriculum taught. State approved barber colleges can be found throughout the State of California, and every state has a number of state approved and state licensed barber colleges, usually concentrated in the centers of population. The curriculum of these colleges, as in California, is in strict compliance with the curriculum approved by the state barber boards as specified in most state statutes. The barber colleges in California are independently financed and privately operated business ventures, dependent largely upon an enrollment and matriculation fee. Student barbers and operators of barber colleges in some states are prohibited by law from charging or accepting payment for their services.<sup>1</sup> Proprietor barbers, non-union and union barbers and barber associations alike, attempt to prevent student barbers from collecting fees for their services while attending a barber college.<sup>2</sup>

It is argued that in allowing a student barber to charge a fee unfair competition is created for both union and non-union shops. The presence of a barber college in any city neighborhood or small town is frowned upon by practicing barbers in that neighborhood and the relocation or establishment of a new barber college in an area inevitably meets with organized resistance

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1. 19 Ops. Atty. Gen. 223, California - A ruling by the Attorney General that receipt of commissions by student barbers in barber colleges for services to the public constitutes a practice of barbering without a license.

2. See Appendix for Union resolution on this subject.

from barber associations and barber union officials alike.<sup>1</sup>

#### Barber College Curriculum

In California, barber colleges must require, as a pre-requisite for graduation, an approved course of instruction of not less than one thousand hours to be completed within a period of six months involving not more than eight hours of instruction in any one working day. Part-time students, however, are allowed twelve months to complete this course.

The California Barber Board requires that the course of instruction in state approved barber colleges will include the following subjects:

Scientific fundamentals of barbering, hygiene, histology of the hair, skin and nails, structure of the head, face and neck, elementary chemistry relating to sterilization and antiseptics, massaging and manipulating of the muscles of the scalp, face or neck, haircutting, shaving and arranging, dressing, coloring, bleachings, and tinting the hair.<sup>2</sup>

To qualify for a certificate of registration in California as an apprentice barber, an applicant must have completed the eighth grade of its equivalent, or pass an examination by the board, be at least sixteen-and-one-half years of age, of "good moral character and temperate habits", be a graduate from a barber college approved by the state, and, meeting these requirements,

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1. An applicant for a certificate of registration to operate a barber college in California makes application to the State Barber Board, paying a registration fee. The Board may require a formal appearance at which time the location and need for the college, the physical facilities and equipment proposed by the college, the proposed maximum number of students to be trained at any one time and the number of instructors to be provided, the nature and terms of the applicant's right of possession of the premises for the school, the financial ability of the applicant to operate the school in accordance with the requirements of the Board, and other related information are considered.
  2. The California Barber Law, as amended, Sec. 1, Paragraph 1164. See Appendix for detailed curriculum.

he must pass satisfactorily an examination conducted by the board to determine fitness to practice as a registered apprentice barber. When an applicant fails to pass such an examination, he may take a second examination upon completion of a further course of study of not less than two hundred and fifty hours which must be completed within three months of not more than eight hours in any one working day. Failure to pass the examination following this training need not eliminate his chances for he may take still another course of study consisting of five hundred hours to be completed within a three month period to be followed by another examination.

Certificates are renewable annually in most states. In California, certificates are renewable on or before August first of each year. Fees are customarily charged for both examination and for certification as well as for renewal of certificates. In California the fee for an examination to determine fitness to practice barbering is fifteen dollars and the renewal of a certificate of registration is three dollars; the fee for an apprentice barber is two dollars. Barber colleges are charged a fee of one hundred dollars annually, and the examination for a certificate of registration as an instructor in a barber college in California is twenty-five dollars.

The Barber Board in California conducts examinations at least four times a year at various places throughout the state to determine qualifications for applicants for certificates of registration to practice as registered journeymen barbers as well as for

registered apprentice barbers, and for determining the qualifications of applicants to enter barber colleges. The examination for certificates of registration as registered barbers and as registered apprentices include both a practical demonstration and a written and oral test concerning the subjects taught in the barber colleges. A registered barber must meet all the requirements of a registered apprentice barber, with these additional requirements: He must be at least eighteen years of age, and he must have practiced as a registered apprentice for a period of eighteen months under the immediate personal supervision and employment of a registered barber. Meeting these requirements, he must then pass an examination conducted by the board to determine his fitness to practice barbering.

#### Classification of Laws Regulating Barbering

Brown and Cassidy<sup>1</sup> have pointed out that the provisions of laws regulating barbering fall into progressively restrictive classifications. First, Brown and Cassidy point out, there are those obviously desirable measures which require barbers to observe certain elementary health and sanitary precautions. The main purpose of these laws is not restrictive in nature. While they do increase the cost of the service, they fall alike on all members of the occupation. An example of these measures are fresh towels on each customer. These requirements are usually established by the state barber boards and their inspectors regularly make inspections

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1. See "Guild Pricing in the Service Trades", The Quarterly Journal of Economics, Volume 61, February, 1947, pp. 311-338.

on these items. A second class of these laws and regulations Brown and Cassidy see as somewhat restrictive in nature; these are the laws requiring barbers to obtain a license in order to practice barbering. This requirement is almost universal throughout the States. A still more restrictive type of regulatory measure observed by Brown and Cassidy is those state and local regulations which directly affect competition within the barbering business, such as those forbidding barber shops to remain open after a designated hour, requiring them not to open before a given hour, or to operate on a Sunday or on a holiday. These regulations, ostensibly, are for the purpose of setting up and enforcing "fair labor practice" within the barbering business and are aimed, in particular, at highly aggressive and overly self-interested barbers who seek to obtain a larger and a larger share of the business by remaining open for longer hours or seven days of the week and thereby attracting customers who might otherwise arrange to have their barbering services done at other times. These restraints on the practice of barbering services are proper for the protection of some barbers, but, it has been contended, they do not take into consideration the special needs of special groups of people. There are barbering-service markets in and of themselves whose livelihood and ways of living require services, of all kinds, at "odd" hours and even on Sundays and holidays. If all people did work on the same days and the same hours each day, then there certainly would be little need or justification for any barber varying his hours

or days of operation.

Another reason for restrictions on hours and days of operation, which union spokesmen advance, is to allow for the supervision and enforcement of union agreements and practices, which, it is contended, are after all for the "protection of the health and welfare" of the public. Union officials point out that by not allowing union shops to operate on Sundays, holidays and hours other than those set by the union and local and state regulations, they are better able to supervise their union members.

Union officials will point out that there is at best, only limited local or state enforcement of sanitary and other regulations in barber shops operating on Sundays, holidays, and at "irregular" hours. They contend that the cost of providing for extra enforcement officials during these hours and on these days would be an unnecessary and impractical burden on the public. Certainly, these arguments have great merit, but the problem of looking after the public health and welfare by the state and local law enforcement agencies is a twenty-four hour, year around job and, unfortunately, cannot exclude "odd" hours, Sundays or holidays, when both the services and supervision are necessary. An ever growing number and kind of businesses operate on Sundays, holidays and at early and late hours to accommodate the needs of new customers in newly created customer markets.

#### Constitutionality of State and Municipal Barber Laws

The constitutionality of regulations by municipalities and state

legislative bodies of hours of operation has been interpreted in a variety of confusing ways by various courts ruling on these cases. In 1939, the Idaho Supreme Court held that while a state law which regulated the hours of operation was not legal, a municipal ordinance which provided for regulation of hours was legal.<sup>1</sup> This decision seemed to mean that a municipality which derives its authority as a governing body from the state itself has, in such instance, more authority than the state itself. Nevertheless, the constitutionality of such municipal as well as state legislation on hours and days of operation has generally been upheld by the courts. Many states have enacted legislation concerning the pricing of barber services and the legality of these laws has also not gone unchallenged.

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1. Pearce, et al vs. Moffat, 92nd (2d) 146 (Idaho, 1939).

## PRICING PRACTICES AND WAGES

Earlier, in looking at the characteristics of the barbering trade, we noted that there is a direct relationship between barber wages and barber prices, with a larger proportion of the price being apportioned to wages, accounting for the keen concern of both proprietor-barber interests and barber union interests in the centralization and fixing of price schedules. It seems reasonable to assume that the matter of enforcing and policing prescribed prices, practices and policies on the part of state agencies is made more effective due to the pressure of a more or less fixed price schedule and the reliable assistance coming from barber associations, barber unions and, we might add, from individual members of the barbering trade who zealously scrutinize each other and report on any deviations they observe. The severity of the penalties imposed by the state for violations is another very powerful influence in the enforcement of state barber laws.

The California statute spells out that the State Barber Board's principal concern is that of considering all conditions affecting the practice of barbering in each city and county affected, and the relation of these conditions to the "public health and safety". Necessary costs incurred in that city or county in maintaining a barber shop in a "clean, healthful and sanitary condition" are to be determined by the Board, and at the conclusion of the required investigation, the Board may establish a "reasonable and just" minimum price schedule.

Barber unions and barber associations alike, attempt to justify price-fixing legislation on the basis of the need for preventing "uneconomic" practices and for "fair" prices in the barbering business. Their actual concern is a mutual concern to prevent intense price competition in barbering services which would, they fear, exert a downward slide in prices with a corresponding downward slide in barber wages.<sup>1</sup> Some such laws may even prohibit a barber from posting his price list in any location within his shop where it can be seen without entering the shop.<sup>2</sup> In this way, it is reasoned, the barber is unable to advertise his prices and consumer-consciousness to price competition is diminished by making access to price information more difficult. However, in practically every state where such legislation has been contested, it has been ruled invalid by the courts.<sup>3</sup> State barber boards customarily have the power to set, invoke, and enforce minimum price schedules for barber services. The California statute is typical in this respect.<sup>4</sup>

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1. See Impact of the Union, edited by David M. Wright, (Harcourt, Brace and Co.), New York, 1951, pages 215-217.

2. See Brown and Cassidy, "Guild Pricing In the Service Trades" as previously quoted, page 315.

3. For example, see Jones vs. Bontemp, et al, 32 N.E., (2nd) 17 (Ohio, 1941); People vs Osborne 59 P (2nd) 1083 (California, 1936)

4. Other states with similar barber statutes include: Arizona, Arkansas, Colorado, Florida, Kansas, Louisiana, Michigan, Montana, New Mexico, North Dakota, Oklahoma, Rhode Island, Tennessee, Wisconsin, and Minnesota. Indiana and Oregon have passed and later repealed similar legislation. Other states, such as Arkansas, Tennessee and Wisconsin have ruled the laws partially or wholly invalid.

Upon receipt of a petition under this article, the board shall investigate and ascertain those minimum prices which will enable barbers in that city or county to furnish modern and healthful services, using modern appliances and equipment, so as to minimize the danger to public health and safety incident to such services.

In establishing a minimum price schedule, the board shall consider all conditions affecting the practice of barbering in that city and county and the relation of those conditions to the public health and safety ... the board shall consider the necessary costs incurred in that city or county in maintaining a barber shop in a clean, healthful and sanitary condition.<sup>1</sup>

This statute gives the California Barber Board the authority to establish minimum price schedules for various items of barber services for any given city or county. The California Board may act upon its own initiative, or upon petition signed by seventy-five percent of the barbers in the city or county where the price change is being petitioned. Other states either place this authority with the state barber board or, in some instances, with the majority of the barbers in the area to be affected by a price change. Usually, in such an instance, a petition is required signed by a majority of the barbers.

The California law provides a redress of grievance over the minimum price fixed by the Board upon complaint of fifty-one percent of the barbers in the city or county for which the minimum price schedule has been established. In such cases, the Board may vary or re-establish the minimum price in light of further investigation.

There are many varieties of statutes in regard to price

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1. Section 2, paragraph 6556, sub-section 4,5, and 6 of The California Barber Law, 1941, as amended.

regulation. The California law, providing that the Board may act on its own initiative or upon petition of seventy-five percent of the barbers in any city or county, falls somewhere between the extremes of the laws found in other states which stipulate that the power to regulate prices must initiate solely with the board, or, that the power to regulate prices by the board must originate upon petition from a given percentage of the barbers to be affected. The largest number of these minimum price regulating laws stipulate that the barber board may only approve out-and-out agreements as to minimum prices submitted by the petitioners.

As it works out in actual practice, the initiative essential to secure the necessary signatures on petitions, when required for board action, almost always comes from the union officials of barber unions and from barber associations. This may be either independently or jointly accomplished.<sup>1</sup> For example, the Los Angeles Chapter of the Journeymen Barbers Union and the Master Barbers Association joined forces to prepare petitions and send representatives to every barber in the area in order to obtain the signatures of the required seventy-five percent of the barbers of the area in petitioning the California State Barber Board for a minimum price hike.

Now it is apparent that the standards of state barber boards, California's in particular, leave the boards considerable

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1. See Brown and Cassidy's article "Price Fixing", p. 321.

latitude and discretion in administering the law, comparable perhaps to that granted to the Federal Trade Commission, in prescribing "unfair methods of competition...and unfair or deceptive acts or practices in commerce".<sup>1</sup> However, while the Federal Trade Commission has on its governing board and staff, members and representatives of various segments of the nation's business and commerce, its composition and supervision are in sharp contrast with the typical state barber board, composed of barbers, representing proprietor-barber and union barber interests primarily, and left largely on their own to interpret and to administer barber legislation and to rule by administrative decisions, after setting the precedent.

Other trades and business groups and interest, i.e. banking, insurance, real estate, to mention only a few, exert considerable influence over state legislatures through well organized associations and lobbying efforts in their efforts to exert similar control over their particular spheres of business life through their respective boards set up ostensibly to "protect" the public interest and welfare and the competitive system. These boards are most frequently composed of, dominated by or controlled by members of the particular business interest they represent and, in reality, tend to particularly serve the ends of the people in that business.

#### The Determination of the Price of Barber Services

It is only fair to say that in setting minimum prices, or union shop prices for that matter, state barber boards and

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1. The 1914 federal statute, as amended.

union officials and their members give no realistic study to such basic price factors as the long or short run supply and demand elasticity, pricing trends in the barbering business and related businesses, etc. There is, at least, no evidence available to indicate they do. Acting upon petitions signed by the required members of the practicing barbers, or acting upon pressures created by barber associations or barber unions, state barber boards may raise, or even occasionally lower minimum barber prices and consider the job done satisfactorily. Union officials raise union barber prices or, when necessary, encourage their membership to vote an increase, apparently in accordance with what they and their member barbers believe the public will tolerate and to afford the barber members the maximum income they believe they can get for their services. In cold economics, this may make more sense than an involved study of supply and demand factors, and it certainly can be better understood and appreciated by the barber membership.

#### The Application of Minimum Prices

Minimum prices in California may be designated by county or city, but the designation by county prevails. In Alameda County the minimum price for a hair-cut in the fall of 1955 was seventy-five cents and fifty-cents for a shave. Since minimum barber prices throughout the state have not been revised upward with the general advance in the price of union hair-cuts, the differential between the state minimum barber prices and

the union barber prices has broadened so much as to seemingly be out of a realistic relationship. Actually, there were no barbers to be found in Alameda County who stated they could offer their services at the minimum rates. The lowest non-union price for a haircut in a random survey of thirteen barbershops in Alameda and Contra Costa Counties made by the writer in April of 1955, was one dollar, and the most popular non-union minimum price was a dollar-and-a-quarter.

While there is commonly a provision in state statutes for increasing the minimum prices of barber services, it is peculiar to the general run of these statutes that there is no provision for reducing these minimum schedules if and when necessary. This situation has come to exist in a climate of steadily rising prices during the years in which most of these statutes were written and the need for minimum price schedules was rationalized. A number of states, however, including California, have made provision in their statutes for reducing the established minimum price schedules. This is frequently provided in such statutes where the provision is made by means of a popular petition, as it is in California, from barbers in any city or county of the state where the established minimum price schedule may be too high. Union prices for barber services are invariably higher than the established state minimum price. There is both an advantage and a disadvantage, however, for the union in pressing for an ever high minimum price schedule. The advantage of a high minimum price schedule moves the price of non-union barbering services closer to the price of the union barber service, thus reducing the lower price attraction of non-union

competition. Increasing the minimum price is in line with the claimed interest the union has in protecting the public health and welfare by making it possible for every barber to provide the necessary sanitary service and keep his shop in a clean and healthful condition. But the closer the minimum price charged by non-union barbers moves to the union price charged by union barbers, the greater the need for aggressive union activity in organizing non-union shops.

If we assume that union proprietor-barbers earn more than non-union barbers then union barbers must have higher prices than non-union barbers to cover the additional expense of maintaining a union shop and in making it advantageous to belong to the union. Actually, some non-union barbers earn more than union barbers, depending upon their location, business volume and over-head, cost of living expenses, etc., as indicated by the writer's survey of barber income in California which will be discussed later in this statement. However, actual earning figures are not available for union and non-union barbers. In practice, it is not difficult to understand why the minimum price is always kept considerably lower than the union price and agitation for an increase in the minimum price is only a necessary step to equalize the gap when an increase in the union price is imminent. The degree to which the union can influence or determine prices, of course, is dependent upon the extent of unionization of barber shops in any particular area under their jurisdiction and the degree of influence that can be exerted through the state barber boards. Collaboration between

barber unions and barber associations in this matter is not uncommon.

#### The Effects of Controlled Pricing Practices

Union price regulations often work hardships on the smaller or less favorably located barber shops. These shops, naturally, resist unionization. Some preferential treatment on the part of the union is sometimes afforded these establishments where it is apparent that their market area is not in competition with those union shops not afforded this consideration. This treatment is unusual, however, and is exercised only in real hardship cases, or possibly as an inducement to non-union shops to acquiesce to membership. The concerted action commonly practiced in the barber trade to control price competition has been practiced since the inception of barber unions and associations and has, for as long, been the subject of much legislation, litigation and severe criticism from those who either oppose the union for the part it plays in this regulation, along with other union objectives, or who genuinely feel that such artificial support and manipulation of the competitive price system in the barbering business is dangerously unsound.

Brown and Cassidy in their article entitled "Guild Pricing"<sup>1</sup> caution that unexpected and unfavorable long-run effects will result from concerted action taken to control price competition because of the peculiarity of the end product of the barbering business. The product, they point out, being a service product is directly related to the market for this service, and the service

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1. See Brown and Cassidy, "Guild Pricing", as previously quoted.

is sold and delivered only once and at the one place of sale. It therefore cannot be shipped or exchanged, improved upon or labelled or handled by a middle-man or dealer, nor can it be warehoused for future use or sale. There is but one seller and but one buyer, at one time and at one place. Consequently, any price change for these services is felt immediately and directly by the consumer-customer. With this type of service product, the barber cannot recuperate on lost business which he might sustain through idle time. There are, of course, many reasons why he may lose customers, but one very important question that the successful businessman in any competitive market must reckon with is, "Is the price right?". This is certainly no less important a question for the customer. Price advantage ranks as a prime consideration, no less important than product quality, service satisfaction, time and location convenience, in the barber business.

It is a historical fact that barber prices have risen continuously during the past fifteen years with a general rise in other services calculated in the cost of living. At the same time there has been a relative decline in employment in the barbering business. Only recently has there appeared to be any degree of significant resistance to price increases for barber services, and this is spotty and by no means universal. Pricing practices doubtlessly do play an important role in the business survival of any given shop. The "going" price in the union and in the non-union shop will encourage or discourage new competition in that particular barber service market. Customer convenience, customer

habits as to hair-cut styles, preferred hours, service quality, business-promotional and good-will efforts, shop appearance, are among a few ways a barber may develop his share of the barber service market. Nevertheless, price appeal in the majority of the barber service markets seems to have a very significant influence on business volume. It would appear to be particularly significant during period of economic recession when it may become the price consideration of the customer in the selection of the "place to go" for a haircut.

#### Rigidity in Price Schedules

There is considerable stickiness in barber prices, however, as evidenced by the reluctance of both union barbers and proprietor-barbers of union shops to approve price increases for union shop barber service prices. The balance between minimum prices and the union shop prices is only one consideration, and a relatively small one. Increases in barber prices in union shops usually mean a corresponding increase in both union dues and in minimum guaranteed union-barber wages. Union-shop proprietor barbers, obviously, must evaluate the effects of a price increase in terms of how it will affect their overhead and volume of dollar income. The extra barbers hired for the shop must make up the extra expense in overhead through the dollar business volume they bring into the business.

In the spring of 1954 there was a proposal to members of barber union Local 134 by the union officials which proposed an increase of the union barber price for a haircut from one dollar-and-a half to one dollar-and-seventy-five cents. Union officials felt that the public could support such a price increase and that

the time was ripe to demand that amount. But the membership, the union non-proprietor as well as the union proprietor barbers, balked and the proposal was defeated for the time being. Price hikes are frequently voted down by the union memberships, for the reasons we have just considered. However, in the spring of 1955 members of Local 134 voted to increase the price of union haircuts to a dollar and seventy-five cents, expecting union barbers across the Bay in San Francisco to follow suit. As it turned out, considerable resistance to a price increase in the San Francisco area was expressed and several months passed before a price increase was finally voted in by the membership.

In August, 1954, the President of the Associated Master Barbers and Beauticians of America, T. C. MacDuffee, had predicted a price jump for haircuts on the West Coast to two dollars by February, 1955.<sup>1</sup> While the price of union haircuts on the West Coast did not reach this new height (except in custom shops), the spring contract negotiations of 1955 with proprietor barbers did result in a marked price hike in some cities and counties in California.<sup>2</sup> The price hike of Local 134, affecting union shops in Alameda and Contra Costa Counties, raised the price of a union haircut to one dollar and seventy-five cents which was the highest established price anywhere in the country at the time (custom shops

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1. See Tonsorial Topics, March, 1955, Volume 2, No. 9, published by the J. B. Williams Company, 420 Lexington Avenue, New York 17, New York.

2. Most barber locals on the West Coast negotiate new annual contracts during the months of February, March and April of each year.

excluded).<sup>1</sup> Again, in the spring of 1957 the price of a union shop haircut in Los Angeles and Alameda Counties was hiked from one dollar and seventy-five cents to two dollars. But elsewhere along the coast there has been less inclination to increase union price schedules.

Spokane barbers also rejected a proposal in the Spring of 1955 to boost the price of union haircuts from one dollar and-a-quarter to one dollar and-a-half, although Bremerton, Washington, barbers Local 823, did approve such a similar motion. Brownsville, Oregon barbers standardized their rates at one dollar and-a-quarter for a haircut in 1955. In other sections of the country, in the Spring of 1955, the weekday price of haircuts was raised to one dollar and-one-half, particularly in parts of the East and Midwest and to one dollar and-a-quarter in many parts of the South. Many Tulsa shops increased their price from one dollar to one dollar and-a-quarter. In Austin, Texas, Local 183, also voted a price increase for haircuts from one dollar to one dollar and-a-quarter. Lubbock, Texas barbers increased the price twenty-five cents to one dollar and-a-quarter, with similar increases in Montgomery, Alabama, and Connecticut. This brought the price of haircuts to an average of one dollar and-a-quarter in these two sections of the country. In New York City in 1955, two hundred leading shops increased their rates from one dollar and-a-quarter to one dollar and forty-five cents for haircuts and raised the price of shaves from sixty-five cents to seventy-five cents. In Saginaw, Michigan, barbers in 1955

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1. Local 212, Ventura, California and Napa County in California barbers voted to continue the \$1.50 rate for haircuts. Fullerton, California raised the price from \$1.50 to \$1.75. Fontana, California barbers increased the price for haircuts from \$1.25 to \$1.50 and Local 827 of Salinas County in California declined to increase existing rates.

raised their rates for haircuts from one dollar and twenty-five cents to one dollar and -a-half. In the same year Detroit, Mount Pleasant and Pontiac, Michigan union barbers raised the price of a haircut to one dollar and-a-half.<sup>1</sup>

#### Effects of a Price Increase

Since union barber service price hikes generally are accompanied by hikes in minimum guaranteed weekly wages, as well as by increased in union dues and initiation fees, the cost of these increased benefits in wages and working conditions are at least partially borne by the membership itself and certainly by the proprietor barbers who are, after all, part of the union membership. But by enlarge, the customer also bears a large portion of any increased cost through the increase in the barber service prices he must pay. The share the proprietor barber must himself bear and the effect increased service prices will have on his clientele is often a critical issue for the proprietor barber in determining whether the marginal services of the last barber hired can be economically sustained by the enterprise.<sup>2</sup>

The experience of many proprietor barbers seems to have been that during the recent period of rising costs and prices for all services and commodities, a price increase in barber services find the greatest consumer resistance during the first three months of the price increase. Following this introductory period of adjustment, the majority of customers seem to rationalize the

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1. The foregoing statistics on barber prices are by the Tonsorial Topics, Volume 2, No. 9 and 10, March and April, 1955.
  2. In hiking the price of haircuts in Alameda and Contra Costa Counties, Local 134 also increased its memberships union dues, initiation fees, and the guaranteed weekly rate proprietor barbers must pay to their union barbers.

the increased cost of the service as being worth more than the inconvenience of pursuing a more economical means of obtaining the barber services they require, or getting along without them. However, there does come a point in this period of adjustment, when the total business volume is likely to sag. Barber employees may find, therefore, that an increase in their minimum guaranteed weekly wage which is accompanied by a general price increase for their barber services to the public, may actually result in a decrease in their total income where their volume of business and the percentage of their dollar volume contribution to the shop from the number of barber services they perform, drops off following a price hike so that they actually are entitled only to the minimum guaranteed weekly wage. As was pointed out earlier, union contracts usually stipulate a minimum weekly wage or a certain percentage of the dollar volume of the shop or of the individual barber whichever is the greater. Then too, there is always the possibility that near-by neighboring barbers under another local may decide not to keep abreast of the prices of the local which has just decided to raise the price of its barber services. This places union barbers in near-by neighborhoods and communities in direct price competition with each other, and of course, may further contribute to the decline of business volume in the higher priced shops necessitating a reduction in the number of barbers employed. This latter possibility, however, would appear to require a shift of personnel to these neighboring market areas rather than a reduction of overall job opportunities. Nevertheless, there would undoubtedly be some loss

of income during the period of re-settlement.

#### Other Factors Involved in Stabilizing Prices

There are some important pressures that play stabilizing roles against the upward price movement in the establishment of union barber prices. Downward movements are diked largely by consumer-public acceptance of a given price schedule which comes to be thought of as a "necessary and reasonable" price to pay for barber services. These are accepted as such as long as employment and consumer income and the relative level of other prices remain in proportion to the established union prices for barber services. Whenever appreciable downward trends are evident in the general cost of living, or there is an upward movement in unemployment in any locale with reduced purchasing power, barber service prices are subject to irresistible downward pressure. In this sense, barber prices are fairly volatile, but the artificial supports of state barber boards with minimum prices and the union shop prices which are established by fairly long-term agreement, usually a year at least, serve to hold up any temporary downward pressures in abeyance and thus retard this downward movement until sufficient pressures are exerted by unemployment and downward spiraling living costs to make reductions in barber prices inevitable.

## UNION-MANAGEMENT RELATIONS

### Relative Strength in Organizing

The union local may give casual consideration to information available on business conditions in general, to barber business volume in particular and to profits realized in both non-union and union shops under jurisdiction of that local. The primary concern of the business agent in organizing a non-union shop, however, is the strength of the proprietor-barber to resist, rather than any serious study of economics. The business agent for the barber local generally approaches each non-union barber employee of a non-union shop. An attempt is made to secure individual backing in organizing the shop from the informal group leader, if one emerges, from the aggressive and outspoken employee, and from employees who are most sympathetic to the trade union movement. These barber employees are then used by the business agent in furthering the orientation and cooperation of other barber employees in a non-union shop. The business agent is now ready to approach the proprietor. His initial tactical approach usually is to attempt to sell the proprietor on the advantages of a union shop and the benefits the proprietor will derive from a union shop. He may also point out the disadvantages.

of maintaining a non-union shop and the future difficulties and losses the proprietor may sustain if he persists in operating a non-union shop. In making this organizing contact, the business agent may be accompanied by one or more local barbers, who may be personal acquaintances of the non-union barber shop proprietor, thus bringing a sort of personalized pressure upon the non-union proprietor barber.

If the non-union proprietor barber is obstinate and is determined to continue to operate a non-union shop, the business agent can usually look to the state barber board and its "inspection power" for effective assistance in creating a series of nuisances and inconveniences for the "offending" non-union proprietor barber. If violations of local or state regulations and laws are found the non-union proprietor's license may be legitimately revoked and his shop closed down. A constant and a careful scrutiny from state barber board inspectors, who have the legal authority to inspect the shop as often as they consider it necessary, may eventually prove too much for even the most adamant holdout. Since, as we have earlier noted, state barber boards are sometimes dominated by union members or pro-union interests and since, in some areas in particular, the union interests have a potent political influence, this procedure is a very formidable weapon in the hands of the union business agent. It is paradoxical, however, that in California where the service trades have long been heavily unionized, particularly in the urban areas, only about one third of the barbers practicing in California were unionized in 1953.<sup>1</sup> With the influence

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1. See reference to estimate of Associated Master Barber and Beauticians of America, March 30, 1953.

we might suppose the barber union could exert on and through the State Barber Board in California, one might expect to find a far greater percentage of unionized barbers in California.

#### Organizational Pressures

Picketing, boycott and strikes are economic pressures readily exerted by union in subduing and organizing reluctant non-union barber shop proprietors who cannot be otherwise persuaded. The presence of a picket is of particular value to the union and may result in a very substantial loss of patronage to the shop being picketed. This is especially helpful to the union and harmful to the non-union shop where the patronage comes from union workers, or in communities which are predominantly pro-union. Picketing is also effective when the establishment being picketed is in an area where other union craftsmen are employed. When these craftsmen are called upon to ply their trade in the establishment, such as a plumber, electricians, or a janitor, their refusal to cross the picket line may be a very effective means of coercion. Additional pressure may also be brought on the barber shop proprietor by the landlord or by other businesses housed in the same building or in the immediate area of the shop which is being picketed. Picketing is employed especially where there are stubborn hold-outs and where there is substantial union support. In such cases, a picket may be stationed in front of a shop throughout the hours of the day or night the shop remains open for business. The picket may be left there for weeks or months if the proprietor is equally adamant in his refusal to join the union. Picketing in

in the barbering business, however, is most successful when implemented and aided by other means of economic coercion. In California it is lawful to picket for organizational purposes if the picketing is peaceful.

Unions today are rather careful about the use of the boycott as a means of economic coercion in union organizing activities. While some states have restrained, restricted, or out-lawed the use of the boycott, it persists often in very subtle forms or surreptitiously, to remain a persuasive pressure in bringing a non-union hold-out into the union fold. A Berkeley, California barber operated a non-union shop for a number of years in one location. His prices conformed to minimum barber prices set by the state board, but they were below the union-shop prices. The union agent called upon the employees of this barber and then approached the proprietor barber himself. Both the employees and the proprietor barber refused to join the union although the proprietor barber expressed willingness to continue in his employ any barber who belonged or who might want to belong to the barber union. This, however, did not satisfy the union business agent and the shop was picketed unsuccessfully for several months. During the same period of time the shop was frequented almost daily by state barber board inspectors and by city health and sanitation and building code inspectors. When the lease on the shop location expired the non-union barber proprietor found that his landlord would not renew it. When the non-union proprietor barber eventually found

a new location, he experienced insurmountable difficulties in obtaining the required services of union plumbers and electricians in the installation of plumbing and electrical equipment in his new location. When this proprietor barber eventually capitulated and joined the barber union and was able to display a union shop card, he was able to get his equipment installed immediately and could open his shop for business practically over night.

The use of the strike as a means of coercing a proprietor barber to join a barber union and to employ only union barbers, while an effective instrument, is seldom employed. Its most practical use is against a large establishment employing large number of barbers, beauticians, and manicurists, or in an establishment that is located where a shut down of the barber services would unfavorably affect other affiliated businesses in the same building or area and which, in turn, would bring pressure to bear on the proprietor barber to make a deal with the union. A barber shop being picketed or struck in a large downtown hotel, for example, would no doubt have an adverse affect on the hotel bars, concessions, restaurant, and the hotel patronage itself, even though these businesses might be individually and independently operated, fully unionized, and have no relationship to or control over the struck barber shop concession. The use of the strike, of course, requires the support of a majority of the barber employees to go out on strike, and where the shop is not strategically located, it might require a much larger than average work force to be effective. The average sized shop is one ranging from one to three chairs in the non-urban

areas and from three to twelve chairs in the urban areas where one or more manicurist and two or more beauticians are employed per shop. This usually would not constitute a sufficient number of employees to be effective in a strike without considering the location of the shop and availability of other barbering services.

In pursuing a boycott, picket or strike, the union has to reckon with the interests of the non-union as well as the union barbers employed in the shop, whose support and cooperation may be of value in breaking the resistance of the non-union proprietor and in winning public support for the union's cause. Barbers employed in this shop may suffer an initial loss and substantial diminution of earnings through loss of patronage caused by the picketing, boycott or strike. Thus, the union might be expected to pursue steam-roller tactics in hurrying along the eventual collapse of proprietor resistance. The crucial point here, however, is whether the emphasis must of practical necessity be placed on organizing the barbers or in coercing the non-union proprietor barber to join the barber union.

"Barber holidays" have also been staged from time to time in various communities and in barber service marketing areas. These "holidays" are typically declared during special membership drives launched by unions to give special emphasis to union pressures already being exerted on the non-union shops. Quietly pre-arranged "holidays" find all union barber shops closed and union barbers divided into teams. These teams then call upon non-union shops which are open for business as usual. Union members of these

teams are customarily conspicuously identified as to their union affiliation, often with a large ribbon or union button, identifying their affiliation. Ostensibly, their objective is to "visit" the non-union shops and to "talk" with the proprietor barber and his employee barbers who are on the job in an attempt to "enlighten" these non-union barbers as to the advantages of union membership. Since these visits are conducted during the hours the non-union shops are open for business and therefore may have patrons in the shop or approaching the shop, the effect is to discourage customer patronage and to intimidate the non-union barbers and the non-union proprietor into joining the union. These "holidays" were staged during an earlier period of union organizing activity in the barbering trade in California. There were introduced in California during 1939 membership drives in Oakland and in other parts of Alameda County, but they have never been a very practical or successful method of coercion. The most valuable use made of this tactic has been in conjunction with picketing and the boycott. The effectiveness depends upon the degree of enthusiasm and active participation of the union barbers who must close their own shops and sacrifice personal income for the cause. To be effective, such pressure must have the support of other pressures and must be continuous and determined otherwise the reluctant non-union proprietor barber can also close his shop during the "holidays" and thus neutralize the effect of the plan. The non-union barber proprietor may also resort to various legal actions directed

against the individual union barbers as well as the barber union for illegal actions and damages that may result from the "holiday" visit.

Constitutionality of Organizational Picketing  
Under State and Federal Law

The California courts have held that peaceful picketing for organizational purposes does not violate state law, and have held that a union may picket and boycott an employer's business with the object of so discouraging public support of the business that the non-union workers will face the prospect of the loss of their jobs.<sup>1</sup> The California Supreme Court, however, has not as yet been faced with the specific proposition of defining or limiting the extent to which organizational picketing shall be permitted. It may be argued that such picketing should be restricted so as to have some reasonable relationship to the employees whom the union is trying to persuade to organize. It may be conversely argued that any form of peaceful organizational picketing is a reasonably form of economic coercion which the union may bring to bear for organizational purposes. It is also clear that organizational picketing is a "labor dispute" within the meaning of the Norris-LaGuardia Act so that the federal courts are without jurisdiction to issue an injunction in such cases.<sup>2</sup>

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1. Park & Tilford I. Corp. v. Int. Etc. of Teamsters (1946) 27 Cal. 2d 599  
C.S. Smith Met. Market Co. v Lyons (1940) 16 Cal. 2d 389  
McKay v. Retail Auto S.L. Union No. 1067 (1940) 16 Cal. 2d 311  
Shafer v Registered Pharmacists Union (1940) 16 Cal. 2d 379
  2. Lauf v E.G. Shinner & Co. (1937) 303 U.S. 323, 82 L. Ed 872  
Donnelly Garment Co. v Dubinsky (D.C.W.D. Mo. 1944) 55 F. Supp. 587, aff'd (8th Cir. 1946) 154 F. 2d 38  
Matson Nav. Co. v. Seafarers International Union (D.C. Md. 1951) 100 F. Supp. 730

It is clear too that picketing which is a protected concerted activity under the National Labor Relations Act may not be regulated by the state.<sup>1</sup> States may not regulate concerted activities affecting interstate commerce which are unfair labor practices under the National Labor Relations Act.<sup>2</sup> If the National Labor Relations Board refuses to exercise its jurisdiction in cases where picketing is an unfair labor practice under federal law the state court may enjoin the picketing if contrary to state law.<sup>3</sup> It has been held that state courts may regulate concerted activities neither protected nor forbidden

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1. International Union of U.A.A. & A. v. O'Brien (1949), 339 U.S. 454, 94 L. Ed. 978  
UMW v. Arkansas Oak Flooring Co. (U.S.S. Ct. 1956), 37 LRRM 2028
  2. Garner v. Teamsters, C. & H. Union (1953), 346 U.S. 485, 98 L. Ed. 228  
Building Trades Council v. Kinard Construction Co. (1954), U.S. 933, 98 L. Ed. 423  
(It appears that the concerted activities were prohibited by the state's common law rules and not by statute.)  
Weber v. Anheuser-Busch, Inc. (1954), 348, U.S. 468, 99 L. Ed. 546 (An unfair labor practice charge filed by employer was dismissed by N.L.R.B. before State injunction was granted. The court held that since there may have been other unfair labor practices committed as alleged the state court had no jurisdiction and could not determine whether any unfair labor practices had been committed.)
  3. Irving Subway Grating Co. v. Silverman (D.C.E.D. N.Y. 1953) 117 F. Supp. 671  
Your Food Stores v. Retail Clerk's Local No. 1564 (D.C.N.M. 1954) 124 F. Supp. 697, rev. on other grounds (1955), 225 F. 2d. 659  
NLRB v. Swift & Co. (D.C. E.D. Mo. 1955) 130 F. Supp. 214  
Garner v. San Diego Bldg. Trades Council (1955) 45 C 2d 657

by federal law.<sup>1</sup> The effect of the Garner case on these decisions is not completely clear. It has been held that state courts may still enjoin mass picketing, violence, or injury to person or property.<sup>2</sup> Prior to the Garner decision it was held that a state court was not deprived of jurisdiction by the federal law to enjoin the breach of a collective bargaining agreement.<sup>3</sup>

#### Proprietor Membership in a Union

Labor relations in the barbering business have long been aggravated over the issue of proprietor membership in a union, particularly where it is compulsory proprietor membership. The Journeymen's Barber, Hairdresser, Cosmetologist and Proprietor Union has historically attempted to require proprietor barbers to join and remain in that union. The supreme courts of practically every state in the union have ruled on cases contesting the legality of this practice. This union has amended its constitution to provide that any practitioner who works with the tools of the trade must become a member. The constitution requires that "all barbers working at the trade... shall be a member in good standing" in the union. The union constitution defines an employer as "any

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1. International Union v. Wisconsin Empl. Rel. Board (1949), 336 U.S. 245, 93 L. Ed. 651  
Allen-Bradley Local v. Wisconsin Empl. Rel. Board (1941), 315 U.S. 740, 86 L. Ed. 1154  
Goodwins, Inc. v. Hagedorn (N.Y. 1951), 101 N.E. 2d 697
  2. Johnston v. Colonial Provision Company (D.C. Mass. 1954), 128 F. Supp. 954  
Your Food Stores v. Retail Clerks Local No. 1564 (D.C. N.M. 1954), 121 F. Supp. 339
  3. Castle & Cooke Terminals v. Local 137, Etc. (D.C. Hawaii, 1953), 110 F. Supp. 247  
Associated Tel. Co. v. Communication Workers (S.D. Cal. 1953)

person or persons who either owns or operates a barber or beauty shop and employs steadily one or more full-time barbers or beauty operators." The provisions of the constitution make it clear that a non-active member is not entitled to vote, is not entitled to a seat at meetings, is ineligible to hold any office in the local or international, and cannot be a delegate to a convention or to represent the union before a government board or hearing.

The Associated Master Barbers and Beauticians of America have historically challenged the Journeymen's Barber, Hairdresser, Cosmetologist and Proprietor Union on this point. The Associated Master Barbers and Beauticians of America have conceded that any proprietor who wishes to join a union should have that privilege, while they have maintained that no proprietor should be subjected to any form of economic coercion for such a purpose, and that if he wishes to remain out of the union, he should likewise have that privilege. The Association Master Barbers and Beauticians of America have proposed that the local union bargain with all members of a chapter of the Association as a unit, while The Journeymen's Barber, Hairdresser, Cosmetologist and Proprietor Union has insisted that they will contract only with an individual shop owner. The Association has contended that more harmonious relations with barber unions are realized with greater mutual benefits achieved when the union recognizes the Association as a bargaining agent for all Association members, does not insist on proprietor membership in the union, and will agree to place the union shop card in barber

shops where the employees in those shops are union members, regardless of the union or non-union affiliation of the proprietor barber.

#### The Significance of the Union Shop Card

The issue usually comes to trial over the possession or re-possession of the union shop card as displayed in the proprietor's barber shop. The union shop card signifies a union shop, and it is presumed that where the union shop card is displayed sympathetic customers will be attracted from among other union members and from other pro-union service consumers. Thus, a particular value is derived from the union shop card by the proprietor barber who displays the card. When a union agent approaches a shop owner and threatens to remove the union shop card if the proprietor does not himself join the union and start paying union dues, the proprietor may elect to resist, and, as a matter of fact, usually does. He may demand that the agent get a court order to remove the card, taking the stand that the union is pursuing an "unlawful purpose" in trying to force him into the union with his employees while offering the proprietor barber only a limited membership which denies him all the rights accorded by the union to the employee of the proprietor. As we have pointed out, this usually means the denial of the right to vote or hold office or to be a delegate to a union convention. When the union agent goes to the courts in an effort to replevin the union shop card the proprietor commonly files counter action which, incidentally, gives him the opportunity of retaining possession of the shop

card while the matter is being carried through the courts. It is in this way that most of the court actions have originated. Now it is important to keep in mind that so long as the union shop card is displayed in the barbershop the union will not undertake pressure tactics against the shop such as picketing, strikes, posting labor hall notices calling the shop "unfair" to organized labor, boycotting, etc. The shop is considered to be a union shop so long as the union shop card is legally displayed in the shop.

Inherent in this struggle between the union and the proprietor barber is "the right to work" issue which has been written into state statutes of some thirty states. It is this "right to work" issue that the proprietor barber may stand on in countering a union attempt to force him into the union or to repossess his union shop card.<sup>1</sup> At the present time California does not have such a "right to work" statute or principle guaranteed by the State Constitution. Yet, there is an appreciable amount of legal decisions in support of the non-union proprietor barber who is being pressured into joining the union.<sup>2</sup>

It appears evident that an employer-worker is in competition with all the other barbers who are not employers, and without being subject to union sanctions for violating the wages, hours, and conditions of employment imposed upon union members, the employer-worker could gain an unfair advantage to the detriment of the union members. The California Labor Code (923), in the section declaring state policy on such questions, clearly indicates

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1. A recent decision by the U. S. Supreme Court upheld the "right to work" statute of the State of Virginia.

2. See appendix

that an attempt to compel an employer who works at the trade in competition with union members to join an employee organization, is a proper labor objective, being for the "mutual aid or protection" of employees as provided under this Labor Code. While the courts have generally held that it is lawful to attempt to "coerce peacefully" an employer who works at the trade to induce him to join the union, such activity is not lawful unless full membership rights in the union are offered. When the proprietors are induced to become entirely sterile members of a union, without the right of any voice in union affairs, and without a seat or voice in local meetings, being denied the right to hold any union office or to attend conventions as union delegates, there is an "intolerable discrimination" against a class of members of the union, the courts have generally held. This was the view, at least, of the California Court of Appeal in its decision in the Cafeteria Union vs. Angelos case earlier cited. Here the court held that this was the focal point of the case. California courts have held that a union has no lawful right to maintain both a closed shop agreement with the employers and an arbitrarily closed or partially closed union membership. In a case heard by the California Supreme Court, the union had sought to prevent Negro ship workers from being retained in the employ of Marinship on the ground that the negroes refused to join the union. The reason that the negroes refused to join the union was that the only membership privileges offered them was membership in an auxiliary branch of the parent union without the right to

participate in the determination of union policies. In this case the Supreme Court of California held that to offer such membership was subterfuge - that in spite of such an offer the union was maintaining an arbitrarily closed union, and that before the union could properly contend that it was not operating a closed union it would have to offer a complete membership to the group suffering the discrimination. This decision established the principle that it is not a lawful purpose to pursue any membership in a union on a discriminatory basis. It would follow that it is also unlawful to seek to compel employers who work at the trade to join a union on a discriminatory basis.

In cases concerned with picketing or threatening to picket, or to strike, and the withdrawal of the union shop card from a shop unless the proprietor himself joined the union without full benefit of membership privileges in that union the courts have generally upheld the objective as a lawful labor objective, but the attempt to coerce a proprietor barber to become a member of a union without full membership privileges and without the right to exercise these privileges have likewise constantly been held to be an unlawful labor practice.

#### Mutuality of Proprietor and Union <sup>..</sup>Interests "

The employer-barber and the barber union do have a certain mutuality of interests and we have evidence of concerted action on the part of these two groups on such issues as restriction of entrance into the trade, minimum price, standardized operating conditions, etc., which serve the proprietor-barber interests

as well as the union in coping with competitive business conditions in the operation of his shop. It is often only when the union becomes so strong as to exert sufficient power to insist that the proprietor barber pay for the advantages wrought by the strength and efforts of the union that the proprietor barber takes his case to the courts in an effort to restrain the union. Used by employer-barbers, barber unions thereby take on some of the characteristics of "dependent unionism" which has been characterized by Professor R. F. Hoxie as:<sup>1</sup>

A parasitic form of labor organization which requires for its existence the support of other labor groups or of employers who find that the existence of a union means certain advantages for them. Examples of the latter were unions kept going by employers to give the latter the privilege of putting the union label on their goods. Unions of barbers have been supported and encouraged by barbershop proprietors in order to standardize hours of work, etc.

#### Collective-Bargaining and Contract Administration

Contract negotiations are unique in the barbering trade where union shop proprietor barbers are members of the same union local with whom they negotiate an agreement principally concerned with three items - wages, prices, and working conditions. Other sections commonly found refer to union recognition and union shop as well as a procedure to handle union-management disputes and employee grievances. The services of the State or U.S. Conciliation Service are frequently provided for. Local unions in California have generally insisted upon requiring each proprietor to become an independent signatory to an area-wide agreement. While there exists a proprietor barber management association, the Associated Master Barbers and Beauticians of America, it has been ineffective

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1. "Trade Unionism in the United States, General Character and Types", Journal of Political Economy, Volume XXII (1954), pp. 203-226; See footnote, p. 381, Introduction to Labor Economics, Orme W. Phelps, McGraw-Hill Book Co., Inc., 1950, N.Y., 1st Ed.

as a bargaining agent for the most part. Union barber prices and wages in California are independently established by locals, following county geographical boundries, at regular or special membership meetings. Voting may be open or secret, and each member of the local is allowed one vote.

Administration of wages and prices or hours of operation agreements and settlement of grievances arising out of the employment of unionized barbers in a union shop, are matters handled by the local union business agent who maintains a central unionoffice headquarters and may have one or more assistants who regularly call on union shop establishments to collect union dues, and to check on compliance with union rules and regulations and agreements affecting prices and wages. The enforcement of the simplified agreement principally concerned with prices and wages and compliance with other union rules and regulations, often referred to as "working conditions", by a proprietor barber of a union shop is relatively simple since there are relatively few areas for misunderstanding or differences often experienced in interpreting and administering a collective-bargaining agreement and because the proprietor himself is a member of the union and subject to union fines or loss of his union shop card, as well as legal action for breach of contract.<sup>1</sup>

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1. See Appendices N and O for sample copies of collective-bargaining agreements.

#### IV.A CALIFORNIA BARBER SURVEY

A survey of California barbers made by the writer (see Appendix I) showed reported weekly gross earnings of the union and of non-union barber shops in northern and southern California ranged from \$88. to \$600. Union shops reported a wider range of weekly earnings, ranging from \$88. to \$600. Non-union shops weekly earnings ranged from \$160. to \$425. The total weekly earnings for shops, both union and non-union, with more than one barber, ranged from \$160. to \$600. with union shops with more than one barber reporting gross weekly earnings ranging from \$340. to \$600. Non-union shops with more than one barber reported gross weekly earnings ranging from \$160. to \$450. Comparing one-man shops and shops with more than one barber, it was observed that union shops with only a proprietor barber reported weekly gross earnings ranging from \$88. to \$340., while non-union shops operating with only a proprietor barber reported larger gross weekly earnings ranging from \$105. to \$290. Barber employees were reported to earn wages ranging from 30% to 85% of gross shop income with union shop proprietors reporting a range from 53% to 85% compared with a range of 32% to 80% for non-union proprietors.

Union and non-union California proprietor barbers reported weekly earnings as ranging from \$75. to \$250. The weekly weighted average income was approximately \$129. If this latter average were given an hourly equivalent based on a 40 hour work week, the hourly rate would be \$3.223. Proprietor barbers in union shops reported a weekly income ranging from \$60. to \$210. while proprietor barbers in non-union shops reported weekly earnings from \$65. to \$250.

Computed on a 40 hour weekly basis in the former instance, this would give an equivalent of \$3.21 per hour, while in the latter the equivalent would be \$3.25 per hour. Proprietor barber weekly earnings in northern California ranged from \$60. to \$250., giving an hourly equivalent of \$3.31. In southern California, proprietor barbers reported weekly earnings ranging from \$65. to \$140. for an hourly equivalent of \$3.01. These statistics would seem to indicate that generally speaking proprietor barbers in southern California have a higher income. Comparing union versus non-union proprietor barbers in California, those in northern California reported weekly earnings ranging from \$60. to \$210. with an hourly equivalent of \$3.35. Non-union proprietor barbers in northern California reported weekly earnings ranging from \$75. to \$250. with an hourly equivalent of \$3.69. The union proprietor barbers in southern California reported earnings ranging from \$78. to \$195.

Turning our attention to reported weekly income for non-proprietor barbers, both from union and non-union shops in northern and southern California, the survey indicated a range from a low of \$45. to a high of \$160. per week, with a larger range reported in non-union shops. Shops with more than one barber reported weekly earnings for non-proprietor barbers which ranged from \$52. to \$160., giving an hourly equivalent rate of \$2.20. Union shops with more than one barber reported a weekly income for non-proprietor barbers ranging from \$75. to \$95. with an hourly equivalent of \$2.04. Non-union shops with more than one barber reported weekly earnings for non-proprietor barbers ranging from \$50. to \$160.

with an hourly equivalent of \$260., indicating higher earnings for non-union employee barbers throughout California.

Employee barber earnings as reported for barbers working in northern California have a greater range than that reported for barbers working in southern California. In northern California the range was from \$75. to \$410. a week, whereas in southern California, the weekly range as reported was \$50. to \$160., for an hourly equivalent in northern California of \$2.38 versus \$2.44 in southern California. Even though there is a wider range as reported for barbers working in northern California their average reported income was slightly less than that for barbers working in southern California.

Comparing union versus non-union rates in northern California, the range of earnings as reported for union employee barbers was \$75. to \$80. per week, versus a range of \$75. to \$140. for non-union employee barbers in northern California, giving us an hourly equivalent rate of \$1.91 for union barbers versus \$2.96 for non-union barbers based on average earnings.

Comparing the earnings of union barber employees versus non-union employees in southern California the survey indicated a range for union employee-barbers from \$90. to \$125. with an average hourly equivalent of \$2.49, whereas non-union employee barbers in southern California were reported as having weekly earnings ranging from \$45. to \$160. with an average hourly equivalent of \$2.31. The earnings reported for all employee barbers (both union and non-union) in southern California ranged from \$50. to \$160. per week, giving an hourly average wage of \$2.44 versus a range of \$75. to \$410. per week with an hourly equivalent of \$2.38 for all barbers working in southern California.

Comparison of Employee-Barber Earnings With the  
Earnings of Other Personal Service Crafts  
and Trades

A review of a dozen personal service crafts and trades, including optometrists, embalmers, grave diggers, grocery clerks, waiters, waitresses, cooks, bakers (both restaurant and bakery bakers), laundry workers, painters, carpenters and plumbers, obtained from employer's association in San Francisco and Los Angeles in the fall of 1956, revealed unionized rates for these trades which generally ranked ahead of the hourly equivalent rate for union barbers in ten of the twelve rates surveyed. Union barbers in California ranked in tenth place with an hourly average equivalent of \$1.91 as revealed by the writer's wage survey on practicing barbers in California. California union barbers ranked ahead of union laundry workers receiving \$1.54-3/4 per hour behind the class "B" restaurant bakers who receive \$1.97-3/4 per hour in the northern California area. (Ranked in order of their hourly rate were: plumbers, \$3.45; carpenters, \$3.125; painters, \$3.10; embalmers, (Master journeymen), \$2.654; optometrists, \$2.395; grocery store clerks, \$2.225; cooks (class "A" restaurant), \$2.08; bakers (class "A"), \$2.08; bakers, \$1.911; laundry workers, \$1.543; waiters and waitresses, \$1.24-7/10ths (excluding tips).) These are the rates in northern California. In southern California the hourly rates for all but two of these crafts, that is bakers in bakeries in Los Angeles, receive 6/10ths of a cent an hour more than bakers in San Francisco and carpenters in Los Angeles receive 7½ cents an hour more than carpenters in San Francisco. Otherwise hourly rates for these crafts are below the rates for the same

crafts in northern California, principally the San Francisco area. The income survey of California barbers indicated higher earnings in southern California for the unionized barbers. The hourly equivalent for non-union barbers in northern California places barbers in fourth place in the rates of the twelve personal service trades and crafts reviewed. Only plumbers, carpenters, and painters earn higher hourly rates in northern California. Union barbers in southern California reported a considerably higher income than union barbers in northern California. Union barbers in southern California reported a considerably higher income than union barbers in northern California. California ranks in third place when compared with the rates of other unionized service trades, (Union rates used in southern California are: painters, \$2.01; carpenters, \$3.00; barbers, \$2.958; bakers in bakeries, \$2.64; bakers in restaurants, (Class "A") \$1.745; grocery clerks, \$2.15; cooks, \$1.79-6/10ths. Rates are incomplete for the remaining crafts and trades used for comparison).

Non-union barbers in southern California reported a higher income and consequently a higher hourly equivalent than non-union barbers in northern California. Since, as we noted, the hourly rates for these personal crafts and trades are generally somewhat lower in southern California than they are in northern California, it would appear that the relative earnings of barbers are higher in southern California when compared with other personal crafts and trades.<sup>1</sup>

#### Summary of Survey Results

Nothing definite can be safely concluded from the survey the writer conducted, if for no other reason, because the sampling response was limited and it was not possible to determine

1. See table in Appendix showing wage rate comparisons.

the validity or reliability of the information volunteered in those questionnaires returned. It seems apparent, however, that barbers do not receive wages and fringe benefits surpassing those of other crafts and trades in the services or related industries. Conversely, their reported equivalent hourly earnings rank below the majority of hourly (union) rates in effect for some twelve other service industry job categories studied.

Proprietor barbers in union shops in California reportedly make less than proprietor barbers in non-union shops, although the differential as reported is very small. Union shop proprietor barbers in Los Angeles reported earnings of some 52½ cents an hour or \$21. a week more than non-union shop proprietor barbers in San Francisco. Union proprietor barbers in San Francisco reported 33.8 cents an hour or \$13.50 a week less than what non-union proprietor barbers reported, but in Los Angeles this was reversed. Los Angeles union proprietor barbers reported earnings averaging 56.5 cents an hour or \$23.50 a week more than non-union proprietor barbers reported.

Employee barbers in union shops in California as a whole were reported to have less hourly and less weekly earnings than non-union barbers. Union barbers were reported as having earnings of 56 cents an hour and as much as \$58.50 a week below the earnings reported for non-union barbers. In San Francisco union barber-employees were reported as having hourly equivalent earnings of as much as \$1.047 under that reported for non-union barbers, or some \$41.83 a week below non-union barbers. In Los Angeles, however,

union barbers were reported as having earnings above non-union barbers. Union employee-barbers in Los Angeles were reported as having hourly earnings of .174 cents above the hourly average or about \$7. a week more than that reported for non-union employee barbers.

From these statistics it is difficult to establish what effect trade union activities have had on barber income in California. It would appear from this evidence that, on the whole, there is presently little difference, if any, in the gross income of union versus non-union barbers working at their trade in California. Union barbers in the San Francisco would appear to have lower earnings than non-union barbers. This is despite the fact that barber union activities have a longer history in the San Francisco area and where union activity is generally effective and widespread in other trades. In the Los Angeles area the survey indicates union barbers make some \$23. per week more than the non-union barbers. This too was unexpected and seemed out of pattern because the writer had assumed that trade union activity had less penetration and influence in all trades found in Los Angeles than what prevailed in San Francisco. (The survey also indicates that non-union barbers in the San Francisco area make more money than non-union barbers in the Los Angeles area.) This prima facie evidence would make it appear that the effect of trade union activity has been rather ineffectual throughout the state in raising the income of unionized barbers.

For those service occupations for which the writer was able to obtain current comparative rates between San Francisco and Los Angeles, as of the fall of 1956, grocery clerks receive a union rate in Los Angeles below that of the union rate for grocery

clerks in San Francisco, as do waiters and waitresses, bakers, painters and carpenters. Union plumbers receive a slightly higher rate in San Francisco. But the pattern, it would appear, for other unionized service crafts would bear out a higher union wage rate in San Francisco than in Los Angeles. If this pattern can be accepted, and the writer submits that it is generally true, the higher gross income reported by union barbers in Los Angeles over that reported by union barbers in San Francisco is out of pattern. It may seem difficult to understand, when one considers the history of unionization in the barbering trade in California with its origins in northern California in the San Francisco and Oakland areas and the intensity of unionization in barber shops and other service industries in San Francisco and Oakland, why this wage pattern in the barbering trade should exist. It is difficult to definitely ascertain the direct influence of union activity on the wage pattern of barbers as it is for most any of the other service industries.

Barber earnings are undoubtedly influenced by the extent and vigor of union activity, which varies from one local to another and from one part of the state to another. The geographical pattern is naturally influenced by the large numbers of people moving into southern California, both as to the number of barbers available and volume of business for the number of practicing barbers in the area. It is under-

standable that there should be a lag in unionizing barbers  
in such a dynamic market area as the Los Angeles area.

#### CONCLUDING REMARKS

Through the restrictive nature of the entrance into the barbering trade imposed through the combined efforts of unions, barber associations and the state barber board, and influenced by the opportunities for greater security, income and advancement offered in other lines of endeavor, the number of barbers per capita in California has steadily been declining since World War I in the face of the steadily and rapidly rising population. The barber supply has, however, kept pace with the demand in most areas in California. This can be explained by the change in the nature of the demands for barber services with a virtual separation of male barber services and female barber services, the latter being serviced by the beauticians. Time consuming barber services such as mustache trimming, shaves, and shampoos, except in the more specialized or custom shops, are becoming a smaller and smaller percentage of the business of a barber. This is nothing for which unionism can be held responsible, although some argument might be made that the upward pressure of union pricing has encouraged "do-it-yourself" or do without practices for certain of these services.

In the barbering business prices are directly related to barber wages. The unions have demonstrated much interest in the price structure of barber services in negotiating with proprietor-barbers. It is also characteristic for negotiated price increases in barber services to be passed directly on to the customer-consumer. The California State Barber Board bolsters

the upward movement of the price structure by setting a minimum price for barber services. This regulation has the close attention of organized labor in the barber business. During the history of this minimum price fixing in California there has never been a reduction in the minimum price although the minimum price has been upped several times. It is, of course, very possible for this minimum price to be lowered, and if general prices in the economy declined significantly, conceivably the State Barber Board would take such action. The proprietor-barber is as much concerned as the union is with the price structure of his services, especially because the greatest share of his gross income must be paid out in wages to his employee-barbers.

Collective-bargaining in the barber business is unique in that the proprietor barbers of union shops are, of necessity union members themselves and as such they are put in the position of bargaining with themselves in negotiations with the union. In the past the unions have attempted to still or restrict the voice of proprietor barbers. While the union has insisted they must belong to the union before a union shop card will be granted, the union also insisted upon giving these proprietor barbers only restricted membership privileges. Special local union membership meetings are called by the union business representative to conduct these negotiations. The primary issues involved in contract negotiations are the issues of wages and prices. There is usually a contract document; the agreements reached in the negotiations between

the proprietor-barber and the union are relatively simple and not as complicated as the usual collective-bargaining agreements. While wages and prices are really the principal issues, other issues involved include such things as holidays to be celebrated and hours of operation. Health and welfare and pension plans and other such fringe benefits which are common in the average contract negotiations, have never been serious issues in the barber contract negotiations in California, or in fact, in other areas of the country. Union recognition and union shop "security" clauses and grievance procedures are, however, issues commonly found in barber collective-bargaining agreements. Provisions for shift differentials, or complicated contract provisions concerning work jurisdiction so common in many contract are not usually involved.

Although unionization in the barbering business in California has a long and active history, there are still great segments and areas of the trade in California where there is relatively little unionization and there are areas of weak union representation. We find a considerable saturation of unionization in the urban areas in northern California but at the same time there are many areas open for unionization in the urban areas of southern California where the unionization of barbers has not kept pace with the population increase and with the increase in the number of barbers practicing in this area.

It is very difficult to determine the direct effect of unionization on barber income because it is impossible to determine and isolate all the inter-dependent cause and effect factors. Furthermore there is insufficient evidence to indicate that the effect of trade unionism in the barbering business has resulted in unreasonably high prices to the consumer-public. Nor does it appear that

barber income is unreasonably high, either for proprietor-barbers or employee-barbers. Conversely it would seem that barbers suffer the same earning power discrimination that other "white color" workers have experienced during the post war years. Considering the influence one might expect to find the union exerting, it would seem that barber unions have not taken full advantage of the potential they have at their command. The writer gained the impression through the interviews he had with union local leaders and union members that in general, neither the union leaders nor the union membership have been as active or as aggressive as they might be expected to be considering the potential they have to exploit. By increasing union membership in the barbering trade throughout the State by exerting the influence they might through the State Barber Board, and through local politics and with sympathetic assistance from other trade union officials and their membership, trade union activity in the barbering business could conceivably have a tremendous influence in controlling barber earnings and the price of barber services.

The barbering business is very competitive and obviously, the countering pressures and forces from supply and demand for barber services and support to be counted on from the unions have had an important effect on the holding down of barber prices. The writer is not of the opinion that barber union leaders are complacent or indifferent to the matter of increasing the barber membership or barber wages. Barber locals usually follow artificial geographical boundaries. In California, for example, local organization is by counties, while the locals are unified by state confederation, prices and

wages are determined in each local often in competition, each with the other. The barbering industry, being a "perishable" trade, barbers realize that they cannot recouperate on lost business. The individual barber is, therefore, especially careful and anxious not to be priced out of business. This, of course, serves as a drag on both price and wage hikes which an active union leadership and barber membership in a more favorable competitive position would not have to tolerate. Thus, it is that a proposal to raise the price of any barber service is invariably opposed by the rank and file membership. It is usually necessary to propose a price hike on haircuts, for example, several times over a period of weeks or months before a majority necessary to approve the proposed hike can be won over. This opposition comes from both the proprietor barber and the employee-barber, the former realizing that a price in barber service prices will be accompanied by a wage hike and thus in his cost of doing business. He shares with his employee-barber the fear that the increased cost of his barber service will actually result in customer resistance and thus in an overall decline in the gross income of the shop and a decline in net earnings.

There is no doubt that the influence that the union has had on the barbering business in California and the country in general, has been predominately on the credit side for the proprietor barber, the employee-barber, and the public as well. Regardless of what other motives may have prompted the barber unions in supporting state barber boards and state and local

regulations on barber activities, the public's health and welfare have been served and very likely without such concerted and determined efforts the barbering trade would not offer the same high standards of efficiency, cleanliness and stability that we find in barbering today. Union administration at both the local, regional and national level has the appearance of being respectable and modest and a credit to the spirit and purpose of trade unionism in America. Perhaps the most critical things that could be said about barber unions, particularly in California, is that they have not been as active and as aggressive as they could have been in developing barber union membership and in pursuing higher wages and greater fringe benefits for members. This, however, could only have been accomplished at a much greater expense to the public, who in the end, must pay for all of these things which go to make up the price of a haircut.

## APPENDIX A

### STATE BARBER BOARD MAKE-UP AND FUNCTION

State barber boards generally consist of from three to five members. The members are usually appointed by the Governor. California's barber board consists of three barbers, appointed by the Governor. These members are appointed for a term of four years. Their appointments are so staggered that the term of one member expires annually every January fifteenth. The Governor has the power to remove a member of the board for cause. This is a common provision in state barber statutes and has often been invoked. (Two members of the Florida State Barber Board recently resigned and a third was removed by Governor LeRoy Collins following evidence that state barbering licenses were being sold.) The California State Board of Barber Examiners, as the state barber board is officially called, is an administrative branch of the State Department of Professional and Vocational Standards. Each member of the California Board must be a "practical" barber who has practiced barbering in the State for at least five years immediately prior to his appointment. It is required that one or more of these appointees be a proprietor barber employing one or more journeymen barbers.

The members of the Board in California elect a president and a secretary. The secretary may or may not be a member of the board. A majority of the members assembled is required to exercise the powers and duties of the California Board. The Board also has the authority to employ investigators, clerks, and other personnel necessary to carry out the duties and responsibilities imposed upon it by the state legislature in enforcing barber legislation.

Board members in California receive a salary and an expense account for expenses incurred in the performance of their duty as Board members. The California statute, as do many state statutes, provides that the expense of the barber board is to be met from fees and fines collected in the administration of the state barber laws.

When investigation by the Board indicates a violation or lack of conformance to Board standards and requirements, all persons likely to be affected by orders to be made by the Board following the investigation are given an opportunity to defend themselves in a public hearing at which the defendants may be represented by counsel.

The refusal to issue or renew or to suspend a certificate for disciplinary reasons is usually contingent upon the public hearing. Such things as conviction of a felony, mal-practice or incompetency, or continued practice by a barber knowingly having an infectious, contagious or communicable disease are common justifiable causes for disciplinary action by the board.

Other reasons which state barber boards commonly consider as valid reasons for disciplinary action include advertising by means of knowingly false or deceptive statements, or advertising, practicing or attempting to practice barbering under another's name or another's trade name. Habitual drunkenness or habitual addiction to the use of habit forming drugs, immoral conduct, obtaining or attempting to obtain a certificate of registration for money over and above the required fee, or fraudulent misrepresentation, are usually considered causes for disciplinary action by the state barber boards.

The use of a room or place for barbering which is also used for residential or other business purposes is illegal in the State of California. A proprietor barber in California is held responsible by the state barber board for keeping the furniture, equipment, tools, utensils, floors, walls, and ceilings of his shop in a clean and sanitary condition and to keep the shop well lighted and well ventilated. He must have the cuspidors cleaned daily, have at least two receptacles available for each chair, see to it that every barber in his shop displays his certificate of registration in a conspicuous place in the shop, and washes his hands immediately before serving each patron. Shaving mugs and brushes must be washed with hot water before each customer is served. Hot running water and cold running water must be available. A recognized sign, clearly visible at the main entrance to the shop must be displayed indicating the place of business is a barber shop.

Each customer is to be served with a clean towel and the head rest of the barber chair must be provided with a clean towel or paper for each customer. A clean strip of cotton, towel or neck band must be placed around each patron's neck so that the haircloth does not come in contact with the neck or skin of the patron's body. The use of styptic pencils, finger bowls, sponges, lump alum or powder puffs are prohibited in the practice of barbering in California. The possession of a styptic pencil, finger bowl, sponge, lump alum or powder puff in California shops is prima facie evidence that these forbidden articles are being used in the practice of barbering. The use of razors, shears, scissors, tweezers, combs, rubber disks, or parts of vibrators used on customers must be kept in a closed compartment and sterilized immediately before use on another customer.

## APPENDIX B

### REVISION OF BY-LAWS

#### ARTICLE I TITLE OF ORGANIZATION

This Union shall be known as Journeyman Barbers, Hairdressers and Cosmetologist's International Union of America, Local #134, Oakland, California, and it shall recognize the provisions of Article 1, Section 1, of the Constitution of the International Union. It shall hereinafter be referred to as the Local Union.

#### ARTICLE II OFFICERS

The officers of the Local Union shall consist of a President, Vice-President, Secretary-Treasurer, Recorder, Guide, Guardian, Business Representative, and a Finance Committee of three (3) members of the Local Union, serving with the Recorder as ex-officio chairman. The Local Union shall elect its quota of delegates to the Central Labor Council and to the Bay Area District Council of Journeyman Barbers, Hairdressers and Cosmetologists, the Secretary-Treasurer and Business Representative serving ex-officio on each delegation without pay. The Local Union Executive Board shall consist of the President, Vice-President, Secretary-Treasurer, Recorder, and Guide, with the Business Representative serving in an advisory capacity. The Local Union Executive Board shall function as provided in Article XI, Section 4, of the International Constitution.

#### ARTICLE III ELECTIONS

a. Nomination of candidates for elective offices shall be made at the regular meeting in November and the election held at the regular meeting in December of each year.

b. The Australian Ballot shall be used at all regular elections. The election shall be governed by a clerk and two tellers appointed by the President. Polls to be open at a time and place selected by the Executive Board.

c. In the event of a vacancy of an elective office due to death, resignation, suspension, or any other cause, the Executive Board shall appoint a member to hold office until the next regular meeting, when nomination and election of a successor shall be held.

d. The installation of officers shall be made at the regular meeting in January, as a special order of business under unfinished business.

e. The members of the Local Union shall be notified through the mail by the Secretary-Treasurer of the nomination of officers and election of officers.

#### ARTICLE IV DUTIES OF OFFICERS

##### PRESIDENT

The President shall perform his duties according to the International Constitution and By-Laws.

#### ARTICLE V SECRETARY-TREASURER

Duties of the Secretary-Treasurer are governed by Article XII, Sections 1 to 11, of the International Constitution. The Secretary-Treasurer shall inform all applicants for membership in the Local Union, either by initiation, re-admission or retiring card, after all fees have been paid in full, to be present at the next meeting after such payment of fees, for initiation or to take the oath of re-admission. Failure of the applicant to appear for the above purpose for the two meetings subsequent to notification shall cause the cancellation of the application unless the applicant presents a doctor's certificate of illness. No applicant shall be considered a member of the Local Union until initiation at a regular or special meeting. Jurisdictional members shall be exempted from the above enumerated provisions upon signature of International Obligation forms. (See Article 6, Section 14, International Constitution, Page 24.) (See Section 16, Page 25.) For Argument if necessary.

##### BONDS

The Secretary-Treasurer shall furnish a bond in the sum of two thousand (\$2,000.) dollars, the expense shall be paid by the Union.

##### VACATIONS

Vacation of the Secretary-Treasurer and Business Representative, shall be at the pleasure of the Local Executive Board as to time.

#### ARTICLE VI VICE-PRESIDENT

The Vice-President shall perform his duties according to the International Constitution and By-Laws.

#### ARTICLE VII RECORDER

The Recorder shall perform his duties according to the International Constitution and By-Laws, Article XII, Section 12.

## ARTICLE VIII GUIDE

The Guide shall perform his duties according to the International Constitution and By-Laws.

## ARTICLE IX GUARDIAN

The Guardian shall perform his duties according to the International Constitution and By-Laws.

## ARTICLE X BUSINESS REPRESENTATIVE

The Business Representative shall collect dues at regular intervals, assist the officers of the Local Union to conduct organizing efforts, apprehend infractions of price and hour regulations and bring charges against violators. He shall also perform other duties for the interest of the Local Union.

## ARTICLE XI FINANCE COMMITTEE

The Finance Committee shall perform their duties according to the International Constitution and By-Laws.

## ARTICLE XII MEETINGS

Regular meetings of the Local Union shall be held on the fourth Thursday of each month at 8:00 P.M. Seven members in good standing shall constitute a quorum for the transaction of all business at any regular meeting. Any member actively engaged full time at the barber business must attend at least one meeting in each quarter of the year or be fined One Dollar (\$1.00) in each quarter for non attendance.

In case of illness, where member cannot attend meetings, the fine may be suspended upon the presentation of a doctors certificate to the Executive Board the month following the quarter during which fine is levied.

The President of the Local Union, upon written request, signed by twenty-five (25) members in good standing, shall be empowered to call a special meeting. The Executive Board of the Local Union shall be empowered to call a special meeting for good and sufficient reasons. Twenty-five (25) members in good standing shall constitute a quorum for the transaction of the stated business of the special called meeting. Calls for special meetings by the President or the Executive Board of the Local Union shall be in writing and shall state the business of the special meeting and shall be issued by mail.

ARTICLE XIII  
SALARIED AND ALLOWANCES

For the faithful performance of their duties, the following officers, committeemen and delegates shall receive compensation as follows:

President	-----	\$18.00	Expenses per month
Vice-President	-----	\$ 9.00	Expenses per month
Secretary	-----	\$60.00	Salary per week
Business Representative	-----	\$60.00	Salary per week
Recorder	-----	\$18.00	Expenses per month
Guide	-----	\$ 5.00	Expenses per month
Guardian	-----	\$ 3.00	Expenses per month
Delegate Label League	-----	\$2.00	Expenses per month
Delegate Labor Council	-----	\$ 1.00	per meeting attended
Finance Committee Members	-----	\$ 3.00	Expenses per month

The Secretary-Treasurer and Business Representative shall receive an expense account of twenty dollars (\$20.00) per week. The members of the Executive Board and Chairman of Finance Committee shall receive no extra compensation for meetings attended. Executive Board members shall have one dollar (\$1.00) deducted from their compensation for each meeting they fail to attend.

ARTICLE XIV  
REPLACING OFFICERS

If an officer, delegate or committeeman absent himself from three consecutive meetings, without an excuse acceptable to the Local Union, his office shall be declared vacant and his successor elected at the next meeting in accordance with Article III, Section c.

ARTICLE XV  
WORKING CONDITIONS, VIOLATIONS, TRIALS

a. The Local Union shall maintain a wage scale, schedule of working hours, recognized holidays, and a price list, all of which are a part of these By-Laws.

b. Any member failing to leave a barber shop for non-compliance with provisions of the wage scale, schedule of working hours, list of recognized holidays or the price list, shall upon trial and conviction before the Trial Committee as constituted by Article XIII, Section 1, of the International Constitution, shall be fined Ten Dollars (\$10.00) upon conviction of the first offense, and shall be suspended upon the conviction of the second offense.

c. Removal of a shop card shall cause members of the Local Union employed therein to be governed by the provisions of Article VII of the International Constitution. They shall leave the premises of the aforementioned shop forthwith. Removal of shop cards is authorized by Article VII, Section 8, of the International Constitution.

d. Should any member of the Local Union quit a weekly job before performing a weeks work, he shall be paid by the employer sixty-six and two thirds per cent of the total receipts from his chair.

e. When any member shall be discharged before expiration of the work week, the daily guarantee shall be paid plus commission on over monies taken in by said chair.

f. Charges of misconduct, malfeasance, or other unfitness shall be proffered against any officer or member of the Local Union in writing and a copy shall be provided the accused, before such charges are read before the regular meeting of the Local Union. Such charges shall be treated in accordance with Article XII, Section 1, of the International Constitution.

#### ARTICLE XVI MEMBERSHIP FEES AND DUES

a. Application for membership in the Local Union shall be governed by the International Constitution. Local Admission fee shall be fifteen dollars (\$15.00), Re-admission fee twenty-dollars (\$20.00), second re-admission twenty-five dollars (\$25.00) third re-admission thirty dollars (\$30.00) or more, at the discretion of the Secretary-Treasurer. Retiring Card fee Ten dollars (\$10.00). An Apprentice registration card shall be issued upon the payment of a fee of ten dollars (\$10.00). The monthly fee for Apprentices shall be one dollar and fifty cents (\$1.50) per month for at least one (1) year. The Journeyman Initiation fee shall be ten dollars (\$10.00). Apprentices shall be governed by Article XIV, Sections 1, 2, 3 and 4 of the International Constitution. The Secretary-Treasurer of the Local Union shall be responsible for the collection of all fees and dues.

b. Local Union dues for beneficiary barbers shall be two dollars (\$2.00) per month in advance, Local Union dues for beneficiary beauticians shall be two dollars (\$2.00) per month in advance. Local Union dues for non-beneficiary barbers shall be one dollar and fifty cents (\$1.50) per month in advance. Local Union dues for non-beneficiary beauticians shall be one dollar and twenty-five cents (\$1.25) per month in advance. The Secretary-Treasurer shall be responsible for the collection of all dues, with the assistance of the Business Representative.

#### ARTICLE XVII GENERAL FUND

All monies in the general fund shall be deposited in the name of Journeyman Barbers, Hairdressers and Cosmetologist's International Union of America, Local #134, Oakland, California, in the authorized banking institution of the Local Union.

ARTICLE XVIII  
LOCAL SICK BENEFIT

Any member who has continuously for one year paid to the local union his or her dues as provided in Section 18 of these By-Laws and who is not under any restriction of the By-Laws or of the International Constitution, shall be entitled to a sick benefit of Five Dollars (\$5.00) per week, to be paid to him out of the General Fund, such payment to be governed by the provisions of the International Constitution.

ARTICLE XIX  
LOCAL DEATH BENEFIT

The Local Union shall organize and maintain a voluntary death benefit group.

2. The voluntary death benefit group shall be known as the Voluntary Death Benefit Group, or as the V.D.B.G. The officers of the V.D.B.G. shall be the Secretary-Treasurer, Business Representative, and the members of the Local Union Finance Committee.

3. Members of the Local Union may elect upon initiation and at no other time, to become members of the V.D.B.G. The Secretary-Treasurer of the Local Union shall provide new members of the Local Union with a copy of the agreement binding upon all members of the V.D.B.G. which, when signed, shall be binding also upon the said new member.

4. Members of the V.D.B.G. shall be paid the current assessment upon initiation and one dollar (\$1.00) thereafter, as assessed, upon the death of each member of the V.D.B.G.

5. Members of the V.D.B.G. shall, during the first year of membership in the V.D.B.G., be eligible for a death benefit of One Hundred Dollars (\$100.00), if all assessments and dues are paid. Said benefit to be paid from reserve death benefit fund constituted in Section 7B without assessment of members. During and after the second consecutive year of membership shall be eligible for death benefit as provided in Section 7.

6. For the purpose of this Article, persons re-entering the Local Union by retiring card or transfer shall be considered as new members, shall sign an agreement form and be eligible under the first year provisions.

7. Funds from the assessments collected for the V.D.B.G. shall be apportioned as follows:

a. Of every one dollar (\$1.00) assessed and collected, ninety cents (90¢) shall be paid the designated beneficiary for each member enrolled in the V.D.B.G. on the first day of the month preceding decease of the member, in full settlement of all claims against the V.D.B.G. The death benefit at no time

shall exceed Five Hundred Dollars (\$500.00).

b. Of every one dollar (\$1.00) assessed and collected, five per cent shall be credited to the general fund for administration expenses, the balance shall be entered in the death benefit reserve fund.

8. The Secretary-Treasurer of the Local Union is hereby authorized to disburse death benefits in a manner to conform to the above provisions upon the presentation of a bona fide death certificate signed by the attending physician or the county coroner. A copy of the death certificate shall become part of the records of the V.D.B.G.

9. If member of the V.D.B.G. wilfully fails or refuses to pay assessments due, he shall forfeit all rights and claims under the provisions of this Article 18 and shall sign a waiver releasing the V.D.B.G. and the Local Union from all claims and benefits under this Article XIX. If a member conducting himself as above described again desires to become a member of the V.D.B.G., he shall be considered a new member of the V.D.B.G. as provided in sub-section 5 of this Article XIX. The waiver mentioned above shall not be destroyed until the current assessment is paid.

10. The Local Union and the V.D.B.G. shall have the power and does hereby reserve the right to suspend or deny payment of death benefits in the event of epidemic disease, group accident or in the event of discovery of the falseness of any facts or statements made by a member of the V.D.B.G. made to obtain the aforesaid benefits. The Local Union or V.D.B.G. shall be liable for payment of benefits only to the extent of the funds in the Death Benefit Reserve Fund.

11. When the Secretary-Treasurer finds any deserving member near suspension for non-payment of dues, the member having a good record in the past, he is hereby authorized to draw on the General Fund of the Local Union to keep such member in benefit standing for one month. Members receiving sums on such conditions shall reimburse the Local Union.

#### ARTICLE XX LOCAL OFFICE

The Local Union shall maintain an office, centrally located, and open for the transaction of official business between the hours of 9:00 a.m. and 12:00 noon and 1:00 p.m. and 4:00 p.m. on Wednesdays. The office shall be closed on all holidays enumerated in the schedule of recognized holidays which is a part of these By-Laws. The Secretary-Treasurer is hereby authorized to contract for reasonable expenses for rental and additional clerical assistance.

ARTICLE XXI  
AMENDMENTS

Amendments or additions to these By-Laws shall be presented to the Secretary-Treasurer in writing, signed by at least twenty-five (25) members in good standing, at any regular or special meeting, in which case, the motion shall constitute the first reading of the amendment or addition. The motion shall be read twice more before coming to a vote at a regular or special meeting. Any amendment or addition to the By-Laws accepted by vote shall be in effect on the Monday following its acceptance, unless otherwise provided by a vote of the membership.

ARTICLE XXII  
AUTHORITY

No provision of these By-Laws shall be construed to supplant, modify or substitute for any Article or Section of the International Constitution. Where a question shall arise, the International Constitution shall be the final authority.

APPENDIX C  
A RESOLUTION DEALING WITH THE  
HOUR TERM REQUIREMENTS  
IN BARBER SCHOOLS

WHEREAS, We believe that the standards of workmanship and service in the profession of barbering have risen during the years since the adoption of the provisions of Chapter 6, Section 6535, of the barber law, and;

WHEREAS, we believe that the standards of workmanship and service in the profession of barbering can be maintained by the amendment of the above requirements of Chapter 6, Section 6535 of the barber law to require 1500 hours of attendance in a Barber School; therefore be it

RESOLVED, first, that the provision of Chapter 6, Section 6535 of the barber law be amended to require 1500 hours of attendance in a Barber School; and

RESOLVED, second, that the legislative committee of this association shall hereby be instructed to inform the State Board of Barber Examiners of the sense of this resolution, and

RESOLVED, third, that the legislative committee of this association shall sponsor at the next succeeding session of the California State legislature legislation to accomplish amendment of the State Barber Law, Chapter 6, Section 6535, to provide that 1500 hours' attendance to required of students in a Barber School.

## APPENDIX D

### CURRICULUM FOR AMERICAN BARBER COLLEGES

Los Angeles - Long Beach - Pasadena

#### COURSE #1

Type of Course - Full 1000-hour Student Course to be completed within six months at not more than eight hours in any working day.

Methods of Instruction: Lectured, Demonstrations, Class Work and Supervised Practical Work.

#### SUBJECTS:

PRACTICAL -----750 hours

Haircutting	500 hours
Shaving	175 hours
Shampoo	25 hours
Scalp Treatments	25 hours
Facials	25 hours
	<u>750 hours</u>

A minimum of 750 hours is devoted to the above subjects under "Practical".

THEORY-----100 hours

Cells  
Digestion  
Circulation  
Bones of the Head, Face and Neck  
The Muscles  
The Nervous System  
The Skin and its Appendages  
Blood Supply to Face and Scalp  
Shedding and Regrowth of Hair  
Light Therapy  
Cosmetics and Elementary Chemistry  
Skin and Scalp Ailments  
Hygiene, Sanitation and Bacteriology  
Scientific Rest Facial  
Theory of Massaging  
Scalp Manipulation and Shampoo  
Fingerwaving and Paper Curling  
Dying of Hair  
Ethics and State Laws  
History of Barbering

A minimum of 100 hours is devoted to the above subjects under "Theory".

MISCELLANEOUS AND GENERAL REVIEW -----150 hours

APPROVED BY THE CALIFORNIA STATE BOARD OF BARBER EXAMINERS JUNE 8, 1951, TO BECOME EFFECTIVE JULY 1, 1951.

## APPENDIX E

### CURRICULUM FOR AMERICAN BARBER COLLEGES

Los Angeles - Long Beach - Pasadena

#### COURSE #3

Type of Course: 500-hour Reviewing or Reenrollment Course to be completed within three months at not more than eight hours in any one working day. This course is for the student who has completed the 1000-hour course and failed to pass the State Examination.

Methods of Instruction: Lectures, Demonstrations, Class Work and Supervised Practical Work.

#### SUBJECTS:

#### PRACTICAL-----375 hours

Haircutting	250 hours
Shaving	95 hours
Shampoo	10 hours
Scalp Treatments	10 hours
Facials	10 hours

A minimum of 375 hours is devoted to the above subjects under "Practical".

#### THEORY----- 50 hours

Cells  
Digestion  
Circulation  
Bones of the Head, Face and Neck  
The Muscles  
The Nervous System  
The Skin and its Appendages  
Blood Supply to Face and Scalp  
Shedding and Regrowth of Hair  
Light Therapy  
Cosmetics and Elementary Chemistry  
Skin and Scalp Ailments  
Hygiene, Sanitation and Bacteriology  
Scientific Rest Facial  
Theory of Massaging  
Scalp Manipulation and Shampoo  
Fingerwaving and Paper Curling  
Dyeing of Hair  
Ethics and State Laws  
History of Barbering

A minimum of 50 hours is devoted to the above subjects under "Theory".

MISCELLANEOUS AND GENERAL REVIEW-----75 hours

APPROVED BY THE CALIFORNIA STATE BOARD OF BARBER EXAMINERS  
JUNE 8, 1951, TO BECOME EFFECTIVE JULY 1, 1951.

# APPENDIX F

## AMERICAN BARBER COLLEGES

### Main Office

349 S. Hill St., Los Angeles

### COURSE DESCRIPTION

Name of Course: Barbering

Length in Days: 125 Number of Hours per Week:

Class: 5 (6)

Practical: 43 (42)

Total Hours Per Course: 1000

Length in Weeks: 21 Total Hours Per Week: 48

Course Objective: Train students to work in licensed barber shops.

### COURSE OUTLINE

PRACTICAL ----- Hours  
875

Haircutting -----550 (The breakdown of sub-  
Shampoos----- 50 jects into hours is only  
Shaving-----175 an APPROXIMATION.)  
Facials----- 50  
Scalp Treatments ----- 50

THEORY ----- 125

Bacteria----- 4  
Bones ----- 4  
Business Management----- 2  
Cells ----- 2  
Circulation----- 6  
Cosmetics ----- 4  
Digestion ----- 2  
Dyeing - Bleaching----- 2  
Electrical Appliances----- 2  
Ethics ----- 2  
Hair (Trichology) ----- 4  
History of Barbering----- 2  
Hot Oil Shampoo ----- 2  
Laws and Regulations----- 2  
Light Therapy ----- 2  
Magazine and Dictionary Day 2  
Muscles ----- 8  
Nerves ----- 8

Outside Speaker -----	5
Review and Final Examination -	5
Sanitation -----	2
Skin (Dermatology)-----	10
Syphilis -----	2
Theory of Massage -----	2
Waving - Curling -----	2

LECTURE-DEMONSTRATIONS --- 40

Facials -----	15
Haircutting ---	2
Massaging -----	2
Scalp Treatment	15
Shampoos -----	4
Shaving-----	2

## APPENDIX G

### CASES CITED INVOLVING THE LEGALITY OF UNION ATTEMPTS TO UNIONIZE PROPRIETOR- BARBERS

A case in point which reached the District Court of Appeal in the State of California concerned a barber shop doing business in San Francisco. The barber shop proprietors worked as barbers in their own shop, and in addition, hired as assistants other barbers who were union barbers. The union threatened to withdraw its union card and union members from the barber shop unless the proprietors themselves agreed to sign an agreement that would compel them to become non-active members in the union. The proprietors brought a proceeding to restrain this threatened action and asked for an injunction against the union.

The Appeal Court granted an injunction in this case on the grounds that there had been, and was, no dispute between the employees of this shop and the proprietors over wages, hours of work, or conditions of employment.

In a similar case, the Wisconsin Employment Relations Board, in July, 1949, ruled on a union attempt to require proprietor barbers to become non-active members of their union upon threat of refusing to negotiate an agreement with them and to withdraw their union card. When the proprietor barbers refused the union card was withdrawn. Again, there was no dispute between the proprietor barbers and the union over wages, hours, or any other condition of employment. The only dispute was over the question of whether the proprietor barbers must become and remain members of the union as a condition of the union entering into a collective-bargaining agreement with them. In this case, the board held that the union had committed an unfair labor practice "by attempting to coerce, intimidate and induce" the barber employees "to contribute financial support to the union." In some states the union efforts to unionize proprietor barbers has come into conflict with points of established law. The State Employment Relations Board of Wisconsin, 1948 and 1949, ruled on two cases on this type. These were the cases of Vern J. Gantzer and Kenosha Beauty Shop Owners Association vs. Journeymen Barbers, Hairdresser and Cosmetologists' International Union of America, Local 379B, (1948) and Joseph T. Landree, Louie Kocian, Archie McMasters and Association Master Barbers and Beauticians of America, Chapter 643 vs. Journeymen Barbers, Hairdressers and Cosmetologists' International Union of America, Local 115, (1949).

In the first case the board found illegal practice on the part of the union and its officials. The Wisconsin Board held that picketing was being carried on for the purpose of inducing the proprietor to enter into a collective-bargaining agreement containing an all-union shop provision and for the purpose of inducing the proprietor to become a member of and to contribute to the financial support of a union, contrary to public law (Wisconsin "Little Wagner Act" as amended).

In the second case the board held that the union and its officials were guilty of an unfair labor practice by "attempting to coerce, intimidate and induce" those barber employers involved to contribute financial support to the union, which practice would constitute an unfair labor practice if undertaken by him on his own initiative.

In another California case (Bautista vs. Jones, 25 Cal. 2d 746), the proprietors were independent distributors of milk and operated their business entirely by themselves. The Milk Drivers' Union proposed to these independent distributors that union members be hired to operate the trucks. The independent distributors refused to do this, but applied for union membership. The union denied the applications and threatened to strike, picket and boycott the brokers who sold the independent distributors milk unless such sales immediately ceased. An injunction was sought by the proprietors of the business and was secured, preventing such threatened action, but the Supreme Court affirmed mainly on the ground that the union had refused the self-employed distributors membership.

The Supreme Court cited the case of the Cafeteria Union vs. Angelos (320 U.S. 293), in supporting its holding in Bautista vs. Jones that:

The business-man worker operating in an industry or field in which he competes with organized workmen may likewise be subject to the same means of persuasion as any other workman to join the union and conform to the conditions regulating union labor.

In the Cafeteria Union vs. Angelos case the proprietors owned<sup>1</sup>/<sub>2</sub> and operated, without employee assistance, a cafeteria and the labor union sought to "organize" the cafeteria and undertook to organize the cafeteria by picketing. An injunction was asked for and granted on the ground that such a dispute was not a "labor dispute." This judgment was affirmed by the appellate courts of New York, but reversed by the United States Supreme Court. In reversing the judgment the Supreme Court declared:

The court here, as in the Swing case, was probably let into error by assuming that if a controversy does not come within the scope of state legislation limiting the issue of injunctions, efforts to make known one side of an industrial controversy by peaceful means may be enjoined. But as we have heretofore decided, a state cannot exclude workingmen in a particular industry from putting their case to the public in a peaceful way: "by drawing the circle of economic competition between employers and workers so small as to contain only an employer and those directly employed by him. (Coons vs. Journeymen Barbers, 23N.W. 2d 345).

Thus, the Angelos case stood for the principle that a union may picket lawfully to induce an operator or owner of a business, who works for himself, to join in a union.

On the precedent established by the Angelos case, the Supreme Court of Minnesota, hearing a case similar in nature, affirmed a denial of a similar injunction. (The Labor Management Relations Act of 1947 (Taft-Hartley Bill) applies only to business or industries engaged in inter-state commerce. Insofar as intra-state matters are concerned, Congress had no power to settle the public policy of any state. The practice of the barber trade within a state has never been successfully claimed to be other than intra-state commerce). The same union involved in the Angelos case sought to compel the operator of a one man barber shop to join their union, and when he refused, began to picket his shop. The proprietor-barber sought to enjoin the picketing, but the Trial Court refused to enjoin, and was affirmed in this action by the Minnesota Supreme Court. This Court concluded that the case stood for the principle that it is a lawful labor objective to attempt to compel an employer-worker to become a member of a union in his trade of business.

A case following closely upon the decision in the Riviello vs. Journeymen Barbers union case was one brought in the District Court of Iowa in Linn County (Russell Thomas, A.E. Morehouse, H.L. Coates, W. M. Phillips and Linn County Master Barbers Chapter 164 of the Associated Master Barbers and Beauticians of America vs. Journeymen Barbers, Hairdresser, Cosmetologists and Proprietors International of America, Local 97, Clarence Huff, Earl Eaton and Williams Convey). The court saw as the basis of the controversy "the demand of the union that the proprietor barbers join the union or that the proprietors might elect the option afforded by the union, of joining an "employers guild", which the court interpreted as being "set up by the union apparently to meet objections raised in Riviello vs. Journeymen Barbers Union (199, p. 2d 400, as previously quoted). That is, to circumvent the objection raised to discriminating against any group of members in a union, especially when compelled to join the union to pursue a livelihood in their trade or business.

The court held that the rights of the guild members and its connection with the union were poorly and meagerly defined and pointed out that according to the International Constitution of the union, mere membership in a guild would not suffice (AFL Journeymen Barbers, Hairdressers and Cosmetologists International Union. No shop card shall be displayed in a barber or beauty shop unless all persons working in the shop with the tools of the trade are members of the union in good standing. Article VIII, Section 3 provides: That employers who are working with tools of the trade must become proprietor members of the local union and International Union of Barbers or Beauticians).

The court carefully spelled out its thinking in rendering its decision in denying the case of the union and in summarizing the many issues involved in this and similar disputes involving concerted pressure to bring proprietor-barbers into the union.

The penalty with which the plaintiffs are threatened is withdrawal of the union shop card. The procedure here is, under the provisions of the International Constitution, that members of the union can work only in shops which display this card. This means that they are completely unionized shops, and this included the proprietor if he works with the tools of the trade. It is true in a very limited sense that the card belongs to the union, but it has no value in and of itself except as a symbol. Its loss would mean that all employees of plaintiffs would necessarily quit their employment.

It is true that a strike for a proper labor objective is entirely legal. Any injury which may follow is merely incidental. The scope of permissible conduct by working men acting in concert to improve their economic condition has steadily expanded for half a century or more past. The question here involved, which necessarily inheres in some of the rulings on the motion to strike, however, is whether the purpose of the demand that plaintiffs join the union or in the alternative lose their shop card and thereby incur a strike, is a legitimate one. One question that arises is what benefit to the union would be incurred by compelling plaintiffs to accede to its demand. Other than the payment of dues the advantage to the union is not apparent. It is true that if the plaintiffs were conducting individual businesses without union help, particularly if they were conducting one man shops they would be in competition with the members of the union and accordingly it would be to the advantage of the union to secure their membership. This can be understood. But in the instant case each of the plaintiffs is already operating a union shop and complying with a contract with the union. They are charging union fixed prices, paying union approved wages, and maintaining proper working conditions. There is no apparent way in which they can compete with members of the union to the latter's detriment.

The Iowa Court cited the Minnesota case (Coons vs. Journeymen Barbers, etc., 23 N.W. 2d, 345), in which:

The plaintiff was operating a one-man shop. It was there held that the union might properly picket his place of business to compel him to join. In the Riviello case, cited herein, the plaintiffs worked in their own shop and employed other barbers who were members of the union. In that case it was held that picketing to compel an employer who worked at the trade to join the union was proper.

In the Riviello case, however, an injunction was granted because the constitution of the union (The same union (AFL) as involved in the case under consideration above) prevented the local from giving the proprietor barbers full membership privileges. The Iowa Court went on to comment that:

It is already to apparent that the present relations between master barbers and the union has resulted in stifling of all competition of the trade. Competition is referred to ... as the lifeblood of industry; yet we find the union and plaintiffs entering into contracts which fix prices to be charged customers generally throughout the City of Cedar Rapids. This is not a valid, proper nor worthy objective. It seems to inhere in the defendants' constitution that they may fix prices, and, apparently whether with or without the wholehearted approval of the plaintiffs did not appear, they have done so.

Then, citing Iowa barber statutes (Chapter 296, Section 3, of the laws of the 52nd General Assembly), the Court noted that:

It shall be unlawful for any person, firm, association, corporation or labor organization to enter into any understanding, contract, or agreement, whether written or oral, to exclude from employment members of a labor union, organization or association, or persons who do not belong to, or who refuse to join, a labor union, organization or association, or because of resignation or withdrawal therefrom.

The Iowa Court interpreted "employment" to include those "self-employed" persons, and cited several U.S. Supreme Court actions which upheld the state's right to determine such policy for itself (See: Lincoln Federal Labor Union vs. N.W. Iron & Metal Co., 335, U.S. 530; Whittaker vs. N.C., 335; American Fed. of Labor vs. American Sash & Door Co., 335, U.S. 530).

The District Court of Iowa then ruled that:

It is the conclusion of the Court that the allegations... fairly show that plaintiffs have been given the option of joining the union or surrendering their shop cards. The rulings upon the motion to strike have been predicated upon these major determinations of the applicable law: (1) That such action of the defendants is in contravention of the principles of collective-bargaining, which has been so firmly established in our labor relations laws in the past two decades; because plaintiffs as employers and members of the union could not oppose the action of the union in establishing prices, wages, etc. Even though defendant's answer alleges that plaintiffs would be free to take part in collective-bargaining it is most evident that such could not be free and uncoerced bargaining, the threat of union rules and regulations being always in the background and available for use if plaintiffs proved recalcitrant. (2) Defendant's planned procedure is in contravention both of the spirit and the letter of the present Iowa statutes governing certain phases of labor relations. (3) It would be competition inasmuch as the union under its constitution could fix prices to be charged in all shops in a given community (which for that matter seems to be the present procedure under existing contract). (4) The plaintiffs as members of the union would be discriminated against in several important particulars, as above pointed out (November 16, 1949).

## APPENDIX H

### OAKLAND MUNICIPAL CODE

#### BARBER SHOPS

SEC. 5-6.05. BARBER SHOPS. PERMITS. For the purpose of this section, "barber shop" shall include any premises, building, or parts of building, or place whereupon or wherein any of, or any combination of the following practices are carried on for hire or reward; shaving or trimming of the beard or cutting the hair; giving facial and scalp massages or treatments with oils, creams, lotions, or other preparations, either by hand or mechanical device; singeing, shampooing or dyeing the hair, or applying hair tonics; applying cosmetics, antiseptics, powder, oils, clay or lotions to the scalp, face or neck. It shall be unlawful for any person to do any of the above mentioned acts for hire or reward, before the hour of 8 o'clock A.M. or after the hour of 6 o'clock P.M. on every day and it shall be unlawful to do any of the above mentioned acts, for hire and reward on Sundays, or the following holidays, to-wit: New Year's Day, Washington's Birthday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. All barber shops must post in a conspicuous place inside the premises a maximum price list.

It shall be unlawful for any person to engage in the business of conducting or operating a barber shop unless there exists a valid permit therefor granted and existing in compliance with the provisions of Article 2 of this chapter. The application for such permit shall set forth in addition to the requirements specified in Section 5-2.02 of this Chapter, and such permit shall set forth the proposed number of barber chairs or other chairs, stools or contrivances upon which persons are to sit or lie for the purpose of receiving any of the services rendered by such barber shop; and the number of the state certificate of registration, if the applicant is a registered barber. The investigating official referred to in Section 5-2.03 of this chapter, to whom the application shall be referred, shall be the Health Officer. In addition to the grounds specified in Section 5-2.07 of this chapter, any permit granted hereunder may be revoked or suspended for the violation of any provisions of the California Barber Law, or if such shop is not properly conducted in a clean and sanitary manner.

SEC. 5-6.07 BARBER SHOPS. REGULATIONS. It shall be unlawful for any person conducting, managing or operating any barber shop as provided for in Section 5-6.05 of this Chapter, or for any person assisting in maintenance or operation thereof, or employed therein, to violate, or permit to be violated, any of the following regulations:

(a) Every such shop and establishment employing both men and women shall maintain separate toilets for each sex:

(b) Only clean and unused towels shall be used upon any customer, and in no instance shall the same towels be used on more than one person:

(c) All operators and barbers while serving a customer must wear washable outer linen gowns or coats, which must be changed clean and fresh, not less than twice a week:

(d) All razors, shears, scissors, tweezers, combs, rubber disks or parts or vibrators must be sterilized and immersed in boiling water not less than twenty minutes or immersed in a solution of not less than 5 per cent phenol (United States Pharmacopocia), or its equivalent or sterilized by any method bacteriologically affective approved by the health officer, immediately before each use:

(e) All linens, towels, and cloths must be kept in an enclosed receptacle; the clean and soiled articles must be kept separate:

(f) No barber or operator shall use any alum or septic pencil on any customer, the use of finger bowls, sponges or powder is forbidden:

(g) No hair cloth may be placed around the neck of any customer unless the same is placed over a fresh towel, sani-tag cloth or other material, such towel, sani-tag cloth or other material so used shall not be used on a second customer:

(h) Every such shop or establishment shall have running hot and cold water:

(i) The use of the operating room of the barber shop as a living, dining or sleeping quarters is prohibited:

(j) All walls, floors, furniture, receptacles, jardineres, cuspidors and all furnishings of a barber shop must be kept in a clean and sanitary condition at all times:

(k) A certificate of registration as a registered barber or a registered apprentice, issued by the Board of Barber Examiners, shall be framed and placed in a conspicuous place for public inspection in the barber shop in which he or she is employed:

(l) Unless otherwise provided any violation of this Chapter is a misdemeanor punishable upon conviction by a fine or not less than twenty-five dollars (\$25.00) nor more than two hundred dollars (\$200.00). Each days violation of this Chapter constitutes a separate violation.

## APPENDIX I

### MECHANICS OF CALIFORNIA BARBER SURVEY

The writer conducted a survey of 500 of the 8,229 barber shops in the State of California during September and October of 1956. This included 125 shops in San Francisco; 100 in Oakland, Alameda, San Leandro, Berkeley, El Cerrito and Richmond; 175 in Los Angeles, Hollywood and Santa Monica; 25 in San Jose and Santa Clara; 25 in Sacramento. This represented a sampling of approximately 6% of all registered barber shops in California. Of the 500 questionnaires mailed out to the proprietors of these barber shops, selected at random from local telephone directories, there were a total of 109 replies, or an overall sampling response of approximately 22%. This is 1.3% of the total registered barber shops in California.

There were 26 replies received from the 125 questionnaires mailed to proprietors of shops in San Francisco, representing 21% of those shops queried. There were 21 responses to the 100 questionnaires mailed to proprietor barbers in Oakland, El Cerrito, San Leandro, Berkeley, Richmond and Alameda. Nine of these came from Oakland, 5 from Berkeley, 3 from Alameda, 2 from Richmond and 1 each from El Cerrito and San Leandro, giving a sampling response of 21%.

The sampling response from proprietor barbers in San Jose and Santa Clara was approximately 32% with 8 responses out of 25 questionnaires mailed. Seven of these responses were from San Jose.

#### Limitations of the Sampling

The sampling was limited to 500 questionnaires because of the time and expense involved (return self-addressed and stamped envelopes were provided). Only 109 of the 500 questionnaires were returned. The replies were scattered returns from the entire geographical area samples. There was some apparent confusion and inconsistency involved in some of the answers to questions on the questionnaire which necessitated the elimination of those answers for consideration. Some questionnaires were returned only partially answered. There were very meager returns from Sacramento, Bakersfield and Fresno.

#### Review of General Nature of Sampling Reports

Twenty-nine decimal forty-one percent of the questionnaires returned were from non-union shops, the other 70.59% were from Union shops. Of the 61 shops reported as having one barber (the proprietor), 32 were San Francisco, 22 of which were union and 10 non-union. Twenty-four were in Los Angeles, 9 of which were union and 15 non-union. Five were in Oakland, all union; 2 in San Leandro, both union; 4 in San Jose, all union; and 1 each in Bakersfield and Fresno, both union shops. Sacramento reported 2 shops both of which were union.

Out of 25 questionnaires mailed to proprietors of shops in Bakersfield, 25 Sacramento and 25 to Fresno, there were two replies from Bakersfield, 3 from Sacramento, and 1 from Fresno. From 175 questionnaires mailed to proprietors of shops in Los Angeles, Hollywood and Santa Monica, 49 replies were received, a percentage response of some 28%. Forty-one answers came from shops in Los Angeles, 4 from Hollywood and 4 from Santa Monica.

Questionnaires were returned by shops showing from one to five barber employees. The survey indicated that the mean average barber shop in the State of California has 2.4 barbers including the proprietor barber. The larger shops were reported in Los Angeles and San Francisco.

The questionnaire posed several basic questions. These questions identified the city where the shop was located, the number of barbers employed, including their sex, information as to whether the shop was union or non-union, and the average gross weekly income of the proprietor-barber and barbers employed in the shop. The survey was designed to acquire information which might provide a reliable basis for realistically determining income range with some kind of an average income figure for proprietor and non-proprietor, union and non-union barbers. It was also hoped that the statistical information might make possible a geographical comparison of barber income between union and non-union barbers, in the larger urban areas as well as in the small urban areas. It was also hoped that the survey would reveal some indication as to the role of the female barber in the industry in California.

No questionnaire returned reported any female barbers as being employed in shops in California. Seven of the questionnaires reported part time barbers working a part of the day and/or on Saturdays only. Three of these shops were reported as being union shops.

# APPENDIX J

## TABLE OF CALIFORNIA BARBER INCOME AS INDICATED FROM SAMPLING RESULTS

September, 1956

WEIGHTED AVERAGES OF SAMPLING RESULTS	PROPRIETOR BARBERS		EMPLOYEE BARBERS	
	Hourly	Weekly	Hourly	Weekly
Union	3.213	128.50	2.040	81.50
Non-Union	3.250	130.00	2.600	140.00
NORTH				
Union	3.350	134.00	1.911	76.47
Non-Union	3.688	147.50	2.958	118.30
SOUTH				
Union	3.875	155.00	2.488	99.50
Non-Union	3.310	132.50	2.314	92.50
Hourly rate is based on the total weekly earnings divided by 40.				

# APPENDIX K

## COMPARISON OF CALIFORNIA-EMPLOYEE-BARBER EQUIVALENT WAGE RATES WITH THOSE WAGE RATES OF OTHER PERSONAL SERVICE CRAFTS AND TRADES IN CALIFORNIA\*

Service Trade	Location	Rate	Barber Union	Rate Non-Union
1. OPTOMETRISTS	Northern Calif.	\$2.395	\$1.911	\$2.958
2. EMBALMERS:	Northern Calif.			
Journeyman		2.270	1.911	2.958
One Year		2.488	1.911	2.958
Master Journeyman		2.654	1.911	2.958
3. GRAVE DIGGERS:	Northern Calif.	2.175	1.911	2.958
4. GROCERY CLERKS	Northern Calif.	2.225	1.911	2.958
	Southern Calif.	2.150	2.488	2.314
5. WAITERS & WAITRESSES:				
7½ hours in 8	Northern Calif.	1.24-7/10	1.911	2.958
7½ hours in 12	Southern Calif.	.975	2.488	2.314
6. COOKS:	Northern Calif.			
Class "A" Restaurant		2.08	1.911	2.958
Class "B" Restaurant		1.97-3/10	1.911	2.958
	Southern Calif.			
Class "A" Restaurant		1.90-3/10	2.488	2.314
Class "B" Restaurant		1.79-6/10	2.488	2.314
7. BAKERS:	Northern Calif.			
Class "A" Restaurant		2.08	1.911	2.958
Class "B" Restaurant		1.97-3/10	1.911	2.958
	Southern Calif.			
Class "A" Restaurant		1.74½	2.488	2.314
Class "B" Restaurant		1.62-4/10	2.488	2.314
8. BAKERS IN BAKERIES:	Northern Calif.	2.63-4/10	1.911	2.958
	Southern Calif.	2.64	2.488	2.314
9. LAUNDRY WORKERS: (Washers)	Northern Calif.	1.54-3/4	1.911	2.958
10. PAINTERS:	Northern Calif.	3.10	1.911	2.958
	Southern Calif.	3.01	2.488	2.314
11. CARPENTERS:	Northern Calif.	3.12½	1.911	2.958
	Southern Calif.	3.00	2.488	2.314
12. PLUMBERS	Northern Calif.	3.45	1.911	2.958
	Southern Calif.	3.52½	2.488	2.314

These are the prevailing Union rates for the service crafts and trades listed obtained through the assistance of employer organizations in San Francisco and Los Angeles, September, 1956.

# APPENDIX L

Service Category	Union Wage Rate
1. Optometrists, Technical, Journeyman-benchmen After 4 years	2,395 per hour - San Francisco No information Los Angeles
2. Embalmers - Journeymen 1st year 2nd year Master Journeymen	415.00 per month - 2.27 430.00 per month - 2.488 460.00 per month - 2.654 - SF
3. Grave Diggers	2.175 per hour - San Francisco No information Los Angeles
4. Grocery Clerks (experienced)	2.225 per hour - San Francisco 2.15 per hour - Los Angeles
5. Waiters & Waitresses 7½ hours in 8 7½ hours in 12	1.24-7/10 per hour - San Francisco .975 per hour - Los Angeles
6. Cooks - Class A Restaurant Class B Restaurant	2.08 per hour - San Francisco 1.90-3/10 per hour - Los Angeles 1.97-3/10 per hour - San Francisco 1.79-6/10 per hour - Los Angeles
7. Bakers - Class A Restaurant Class B Restaurant	2.08 per hour - San Francisco 1.74½ per hour - Los Angeles 1.97-3/10 per hour - San Francisco 1.62-4/10 per hour - Los Angeles
8. Bakers in Bakeries (Benchmen)	2.63-4/10 per hour - San Francisco 2.64 per hour - Los Angeles
9. Laundry Workers (Washers)	1.53-3/4 per hour - San Francisco No information Los Angeles
10. Painters	3.10 - San Francisco 3.01 - Los Angeles
11. Carpenters	3.12½ per hour - San Francisco 3.00 per hour - Los Angeles
12. Plumbers	3.45 per hour - San Francisco 3.52½ per hour - Los Angeles

# APPENDIX M

## BARBERS, APPRENTICES AND BARBERSHOPS LICENSED TO OPERATE IN CALIFORNIA

June 30, 1945 to June 30, 1954<sup>1</sup>

Registration in State			Registration in Alameda County <sup>2</sup>	
Year	Barbers	Shops	Barbers	Shops
1945	14,187	7,400	1,888	564
1946	-	-	1,225	611
1947	15,271	7,726	1,220	583
1948	15,197	7,720	1,197	586
1949	15,700	7,842	1,193	596
1950	16,049	8,152	1,203	630
1951	16,315	8,340	1,180	643
1952	16,616	8,299	1,185	652
1953	16,420	8,520	1,188	641
1954	16,691	8,684	1,169	635
1955*	16,710	8,767	1,161	656
*Ending June 30, 1955.				

1. From the Annual Reports of the Board of Barber Examiners, State of California, State Department of Professional and Vocational Standards, 1945 - 1955.
2. Alameda County ranks third in the number of barbers, apprentices, shops, and in population (Los Angeles County, San Francisco County, Alameda County).

## APPENDIX N

### AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 194\_ by and between \_\_\_\_\_, A (here insert whether corporation, partnership or individual) First Party, hereinafter called Employer, and BARBERS UNION LOCAL 134, affiliated with the American Federation of Labor through the Journeymen Barbers' International Union of America.

### WITNESSETH

In consideration of the promises and of the respective promises, agreements and covenants of the said parties hereto, they do hereby mutually agreed as follows, to wit:

SECTION I. RECOGNITION OF THE UNION: The Employer hereby recognizes the Union as the sole collective-bargaining agency for all employees working for the employer and within the jurisdiction of the union, as long as said union is affiliated with the American Federation of Labor.

SECTION II. EMPLOYMENT OF UNION MEMBERS: The employer shall employ only members of the union in good standing and through the office of the union, provided, however, that in the event the said union cannot meet the request of the employer for an employee as hereinafter set forth, the employer may hire a person not affiliated with the union.

(a) The union shall maintain a list of unemployed members together with their qualifications. In the event said list contains no members satisfactory to the employer, the employer may hire a non-member of the union, but only in compliance with the following rules:

1. Non-union applicants for employment before actually being employed shall be required to report to the office of the union for the purpose of registering, and shall upon registering make application for membership in the union.
2. Upon the union accepting the application of any such person for membership it shall issue to such person a temporary working card entitling such person to be employed pending his or her admission to the union. The employer agrees not to put any such person to work without the presentation by him or her of such working card.
3. The union shall not initiate such employee within five(5) days from the date of his or her employment unless approved by the employer and the union, it being understood that said waiting period is a probationary period to determine whether or not such person can satisfactorily perform the work required by him or her and by reason thereof to be retained in the employ of the employer.

4. Upon the expiration of said five day period such employee must present himself or herself, when required by the union, for initiation, and failing to do so, the employer shall upon notice from the union discontinue the employment of said person.
5. The employer shall pay any such person so employed during the period said person is not a member of the union at the regular union wage provided for in this agreement for the class of work said person is doing, and shall in all other respects require said person to work under the live up to all union rules and regulations covering the employment as set forth in this agreement.
6. In the event the working card of such person is revoked by the union, the employer shall upon notice from the union discontinue the employment of said person.

SECTION III. DISCHARGE OF AND DISCRIMINATION AGAINST EMPLOYEES: The employer shall not discharge or discriminate against an employee for upholding union principles, serving on a committee of the union or any organization affiliated therewith, and failing and refusing to purchase stocks, bonds, securities or interest in any partnership, corporation and/or company. Upon the discharge of any employee the employer shall within twenty-four hours thereafter notify the union of such discharge, and within seven days notice from the union the employer shall discontinue the employment of any member who has been suspended or expelled from the union.

SECTION IV. WAGES, HOURS AND WORKING CONDITIONS: No employee shall be paid less than the minimum wages, or be worked more than the maximum hours, or be worked in violation of the working conditions hereinafter set forth:

(A) The following shall be the minimum wage scale as noted below:

	\$40.00 & 65% on all monies taken in over \$52.00						
APPRENTICE	\$25.00 & 65%	"	"	"	"	"	\$35.00
Saturday Man	\$12.00 & 65%	"	"	"	"	"	\$15.00
One week Man	\$ 8.00 & 65%	"	"	"	"	"	\$10.00
Extra Man	75% of all monies taken in.						

Journeymen must be notified of any change in their wage scale not later than Monday of the current week, or the proceeding weeks scale will be in effect.

The above wage scale has been computed on the following prices, and the employer agrees to maintain said prices in order to guarantee wages and commission as here-to agreed upon:

Hair cutting (Adults)	-----	\$1.00
Shaving	-----	\$.75
Haircut and Shave	-----	\$1.50

Children Hair Cut (Under 12 years)-----	\$ .75
Children Hair Cut (On Sat. & days before holidays)---	\$1.00
Tonic-----	\$ .25
Neck Clip (Ladies only)-----	\$ .50
Plain Shampoo-----	\$ .75
Plain Massage-----	\$ .75
Singeing-----	\$ .50
Tonic Shampoo-----	\$1.00
Oil Shampoo-----	\$1.00
Clay Pack Facial-----	\$1.00
Scientific Facial-----	\$1.00

(B) The present wages of any employee, if in excess of the scale provided for in paragraph (A) hereof, shall in no wise be affected by this agreement.

(C) The employer shall furnish all barber supplies reasonably used by the employee upon any customer of the employer.

(D) Where the employee is instructed by the employer to report for work for any given time but is not given work, the employer nevertheless shall pay the employee \$2.00 for loss of time.

(E) Standard week is defined to be the regular established hours worked per week in the place of employment, but in no event in excess of forty-eight hours per week. Eight hours work performed within nine consecutive hours shall constitute a days work. Each employee shall be required and allowed to take a lunch period of not less than one hour.

(F) The following holidays are to be observed: Sunday, New Years Day, Washington's Birthday, Declaration Day, Fourth of July, Labor Day, Armistice Day, Thanksgiving Day and Christmas Day.

(G) Holidays falling on a Sunday shall be observed on the following Monday.

(H) All employees employed by the week shall receive pay for the above mentioned holidays.

SECTION V: SHOP CARDS: The union agrees that during the term of this agreement, it shall lend to the employer a union barber shop card issued by the Journeymen Barbers International Union of America for the purpose of display by the employer, in accordance with rules governing the display of union shop cards, as may now exist, or hereafter be provided by the Journeyman Barbers International Union of America, and only so long as the employer does not violate any of the terms of this agreement, in which event said card will be cancelled.

SECTION VI. ARBITRATION: It is the desire of both parties to this agreement that matters of difference shall be settled

amicably. For this purpose, it is agreed that when mutual adjustment in such matters cannot be arrived at, both parties may proceed to create an arbitration board for the purpose of submitting to it such matter of difference, and in such event this arbitration board shall be composed of three representatives appointed by the employer. A majority vote of all members of the board shall be necessary for any action. If the majority of the board does not agree upon such a matter submitted to it within twenty-four hours after final submission, the board shall call in a disinterested party as the seventh arbitrator acceptable to the majority of the board, or by a majority vote may refer the matter at issue to a sole arbitrator. In the event that a seventh arbitrator is called in the vote of four out of seven arbitrators shall be necessary for a decision. The expense of the board of arbitration shall be borne equally by the parties hereto. The decision of the board upon the matter submitted to it shall be final and conclusive and binding upon all the parties hereto, who agree to abide thereby.

SECTION VII: TERM OF AGREEMENT: The term of this agreement shall be from the date of the signing hereof to \_\_\_\_\_, provided, however, that this agreement may be renewed thereafter for like periods of one year as is or with changes or amendments, in the manner following:

(a) If during any term of this contract, neither party prior to 30 days before the expiration thereof, notifies the other party in writing of its desire to rescind or make any change or amendment in said contract, then said contract shall be automatically extended and renewed for the following year.

(b) In the event that either party is desirous of the renewal of same with any change or amendment, the party desiring such change or amendment shall give notice of the same to the other party not less than 30 days before the expiration of the term then in existence, and shall specify in said notice the change or amendment desired. In the event that such change or amendment is agreed to by both parties hereto before the expiration of the term then in existence, it shall be incorporated into and made a part of this contract; but in the event said parties cannot mutually agree to the acceptance of said change or amendment; or any other change or amendment to take the place of that proposed, this contract shall not be renewed for another year, and shall terminate and become null and void upon the expiration of the term then in existence, unless the parties hereto agree to submit the matter in controversy to arbitration. In the latter instance it may be agreed to continue the existing agreement during the time the arbitration proceedings are pending.

(c) The effective date of this agreement is \_\_\_\_\_, 194\_.

(d) This agreement shall be binding upon the heirs, executors  
and assigns of the parties hereto.

By \_\_\_\_\_

BARBERS UNION LOCAL 134

By \_\_\_\_\_

Store Card No. \_\_\_\_\_

owu #20744  
AFL (633)

## APPENDIX 0

### SAMPLE AGREEMENT FORM

Approved by the  
General Executive Board  
of the A.M.B.B.A.

THESE ARTICLES OF AGREEMENT are hereby entered into this \_\_\_\_\_ day of \_\_\_\_\_, 194\_\_\_\_, by and between Chapter \_\_\_\_\_, Associated Master Barbers and Beauticians of America, hereinafter called "Association", and representing proprietors and managers of barber and beauty shops doing business in \_\_\_\_\_, County, State of \_\_\_\_\_ and Local No. \_\_\_\_\_, Journeymen Barbers Hairdressers and Cosmetologists International Union of America, representing the employees, hereinafter called "Local No. \_\_\_\_\_".

Since the barbering and hairdressing professions are devoted to rendering personal services to the public, and since such services reflect upon the health, comfort and well-being of the patrons served by the professions, it is therefore essential that such services be rendered in keeping with the highest standards of sanitation, backed by expert professional training and efficiency.

Therefore, in order that such standards shall be maintained within the profession, it is necessary that a schedule of reasonable service charges be recommended to insure the operation of barber shops and beauty parlors on the highest possible standards of sanitation and cleanliness necessary to safeguard the health of patrons as well as the shops' personnel.

The herein-contained schedule of reasonable service charges are also required to enable the barber and beauty shop proprietors and managers to pay to their employees wages sufficient to meet the living costs in accordance with the day-to-day cost of living, and decent working conditions.

Therefore, after careful investigation, the parties named herein represent and agree that the conditions set forth in this contract, concerning hours, prices and wages, are necessary for the mutual welfare and benefit of all parties concerned, including the general public.

#### ARTICLE 1.

Section 1. Chapter No. \_\_\_\_\_, Associated Master Barbers and Beauticians of America, recognizes Local No. \_\_\_\_\_, J.B.H.C.I.U.A. as the sole collective-bargaining agent for its employee members. All said employees must be members in good standing of Local No. \_\_\_\_\_, and new employees shall make application for membership in Local No. \_\_\_\_\_ within two (2) weeks after the commencement of their employment, and must thereafter remain in good standing.

Section 2. In consideration of the provisions set forth in Section 1, Local No. \_\_\_\_ agrees that none of its members shall be employed in any barber shop, or beauty parlor, of which the proprietor is not a member of Chapter No. \_\_\_\_ A.M.B.B.A. in good standing.

## ARTICLE II.

Section 1. It is acknowledged that all proprietors of shops bound by this agreement are members of Chapter No. \_\_\_\_, Associated Master Barbers and Beauticians of America, or will make immediate application for membership and, in either event, will maintain their membership in good standing.

Section 2. Any member of the Association who is bound by this contract shall be eligible to display the J.B.H.C.I.U.A. Union shop card.

Section 3. It is acknowledged that any member of Local No. \_\_\_\_ upon becoming a shop owner or a manager and being designated as the official owner or manager of the shop, shall be retired from Local No. \_\_\_\_, or be transferred to J.B.H.C.I.U.A. non-active membership and shall be required to join the Association with all the rights and privileges of this agreement. Any member of the Association who ceases to be a shop owner and becomes an employee, and is employed in this industry, either shall be retired from the Association or shall transfer to non-active membership and shall immediately become a member of Local No. \_\_\_\_.

## ARTICLE III.

Section 1. There shall be a joint committee of five (5) members permanently appointed from each body to meet as often as necessary in order to adjust any differences that may arise out of this contract, or to determine policies on new conditions that may arise from time to time. A.M.B.B.A. Committee members must be employers of one or more active journeymen. J.B.H.C.I.U.A. Committee members must be bona fide employers only.

Section 2. Should the joint committee fail to agree, or should there be a tie-vote among the members of the joint committee, they shall call an eleventh party in, who shall be disinterested and acceptable to the members of the joint committee, to act as referee, and in the findings of the referee shall be final and binding on the parties affected by this contract.

Section 3. Should this joint committee be unable to agree upon a satisfactory referee, then the parties agree that an arbitrator shall be named by the Director of the United States Conciliation Service, Department of Labor, and the arbitrator's decision shall be binding and final on the parties hereto.

The above Sections 1, 2 and 3 of Article III shall under no circumstances be subject to amendment or alteration upon the expiration of this agreement, and the entering into of a new agreement. Sections 1, 2 and 3 of Article III must become a part of all future agreements, without alternation.

#### ARTICLE IV.

Shops shall operate daily between the hours of \_\_\_\_ A.M., and \_\_\_\_ P.M. Employees shall have one-half day off each week except during weeks in which an official holiday occurs. Shops shall close all day on New Years' Day, Memorial Day, July 4th, Labor Day, Thanksgiving and Christmas.

#### ARTICLE V.

Section 1. Employees who are available for work on all days of the week for the days provided in Article IV shall receive a guarantee of \$\_\_\_\_ and in addition thereto shall receive \_\_\_\_% over and above \$\_\_\_\_ taken in by said individual each week.

Section 2. Journeymen barbers or beauty operators shall receive one hour off for lunch at the convenience of the employer and employee. Employees will perform the work requested by all patrons who enter the shop before closing time.

Section 3. Men and women employed, on Saturday only, shall receive a guarantee of \$\_\_\_\_ and \_\_\_\_% commission over and above \$\_\_\_\_ taken in by said individual. Evening men shall receive a guarantee and percentage as agreed upon by both parties.

#### ARTICLE VI.

To guarantee the wage as set forth in Article V, Section 1, the following prices are recommended:

Haircut	_____
Children under ____ years	_____
of age	_____
Shave	_____
Plain Shampoo	_____
Tonic Shampoo	_____
Egg Shampoo	_____
Mange Shampoo	_____
Olive Oil Shampoo	_____
Face Massage	_____
Double Massage	_____
Facial Pack	_____
Hair Tonic	_____
Beard Trim	_____
Ladies' Neck Clip	_____

#### ARTICLE VII.

Any claimed violation or dispute in connection with any part of this agreement will be referred to the respective secretary-treasurer of Chapter No. \_\_\_\_ and Local No. \_\_\_\_\_. The claim must be in writing and must be filed within twenty (20) days of the date of alleged violation. If the claim cannot then be adjusted in a satisfactory manner, the matter shall be referred to the joint committee for determination as therein seen fit and proper. It is acknowledged that the union shop insignia is the sole property of the J.B.H.C.I.U.A. and may be removed for just cause by an

authorized union representative. The shop card of the Association is further acknowledged to be the sole property of the A.M.B.B.A. and may be removed for cause by an authorized Association representative. Any attempt at alleged improper removal of a shop card shall not be resisted but shall be referred to the secretary of the aggrieved organization for handling, as is any other dispute.

#### ARTICLE VIII.

This contract shall be effective as of the date of signing and shall continue to the 1st day of \_\_\_\_\_, 194\_\_\_\_, and thereafter from year to year unless either party gives notice in writing to the other, thirty (30) days in advance of the annual renewal date, of its intention to re-open this contract for the purpose of discussing changes in any of the Articles, except Sections 1, 2 and 3 of Article III.

CHAPTER NO. \_\_\_\_\_, ASSOCIATED MASTER  
BARBERS AND BEAUTICIANS OF AMERICA.

BY \_\_\_\_\_

BY \_\_\_\_\_

JOURNEYMEN BARBERS, HAIRDRESSERS &  
COSMETOLOGISTS INTERNATIONAL UNION OF  
AMERICA. LOCAL NO. \_\_\_\_\_.

BY \_\_\_\_\_

BY \_\_\_\_\_

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