

WESTLAND INDUSTRIAL DISTRICT.

(10350.) WESTLAND SHOP-ASSISTANTS (GENERAL SECTION).—
AWARD.

In the Court of Arbitration of New Zealand, Westland Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1925; and in the matter of an industrial dispute between the undermentioned persons, firms, and companies (hereinafter called "the employers") :—

Greymouth.

Aitken and Peters, Drapers, Mawhera Quay
 Anderson, Robert, Ltd., Drapers, Mawhera Quay
 Ashby, Bergh, and Co., Ltd., Ironmongers, Mawhera Quay
 Beath's (T. Scott, Manager), Drapers, Mackay Street
 Bond, Thomas, Fancy-goods Importer, Mackay Street
 Burns, John, and Co., Ltd., Ironmongers, Mackay Street
 Chalk, J. W., Boot-importer, Mawhera Quay
 Crown Tailoring Co., Ltd., Mawhera Quay
 Dixon, B., Ltd., Stationers, Tainui Street
 Hallenstein Bros., Clothiers and Outfitters, Mawhera Quay
 Hannah and Co., Boot-importers, Tainui Street
 Harley and Co., Furniture-importers, Mackay Street
 Harrison, A., Mercer, Tainui Street
 Hayes, F., Furniture-dealer, Mawhera Quay
 Inkster, Ltd., Booksellers and Stationers, Mawhera Quay
 Kilgour, A. E., Stationer, Mackay Street
 Lawn and Fleming, Ltd., Mercers and Clothiers, Tainui Street
 Manson and Co., Mercers and Clothiers, Mawhera Quay
 McLean, Duncan, and Co., Ltd., Ironmongers
 Ogilvie, A., Draper, Mawhera Quay
 Peebles, C., Stationer, Mawhera Quay
 Perkins, W. H., Stationer, Albert Street
 Reid, W., Stationer, Mawhera Quay
 Schaef's (G. Schaef), Furniture-dealer, Herbert Street
 Scott, Walter, and Co., Ironmongers, Mackay Street
 Smith, C., and Co., Ltd., Drapers, Mawhera Quay
 Tate's Footwear Arcade, Boot-importers, Tainui Street
 The Bargain Store, Tainui Street
 The New Warehouse, Drapers, Mackay Street
 Thorpy's Ltd., Drapers, Mawhera Quay
 Truman, G. M., and Co., Drapers, Mackay Street
 Tymons and Co., Drapers, Mawhera Quay
 Walter Bros., Crockery and Fancy-goods Importers, Mackay Street
 White, Misses, Drapers, Tainui Street
 White, S., Furniture-dealer, Mackay Street
 Wholesale Boot Company (J. Steele), Boot-importer, Mackay Street
 Williams, Kim, Mercer and Clothier, Mawhera Quay

Westport.

Brown, Miss (Mrs. Harker), Draper and Fancy-goods Dealer
 Carey, Miss M., Draper, Palmerston Street
 Carr, W., Draper, Palmerston Street
 Cook, Cappy, Second-hand Dealer, Palmerston Street
 Cullen, J., Mercer, Palmerston Street
 Davies, A., Boot-importer, Palmerston Street

Fair, J. W., Draper, Palmerston Street
 Gibbard, D., Draper, Palmerston Street
 Green, A. J., Draper, Palmerston Street
 Greenwood, J. H., Stationer, Palmerston Street
 Hallenstein Bros., Boot-importers, Palmerston Street
 Hansby, Mrs., Fancy-goods Dealer, Palmerston Street
 Hansen and Co., Furnishing Emporium, Palmerston Street
 Harker, J. W., Fancy-goods dealer, Palmerston Street
 Henley, W., Fancy-goods Dealer, Palmerston Street
 Hockford, R., Mercer, Palmerston Street
 Larsen, Mrs., Draper, Palmerston Street
 Lawson, J. J., and Co., Boot and Shoe Importers, Palmerston Street
 Lynch, F., Draper, Palmerston Street
 Martin and Co., Ironmongers, Palmerston Street
 McElwee, G. H., Boot-importers, Palmerston Street
 Miller, J. B. (Mrs. Wicks, Manageress), Draper, Palmerston Street
 Morgan, F., Fancy-goods Dealer, Palmerston Street
 Palmer, M. H., Stationer, Palmerston Street
 Palmer, Mrs., Fancy-goods importer, Palmerston Street
 Parkhouse, T., Stationer, Palmerston Street
 Patterson and O'Dea, Ironmongers, Palmerston Street
 Shaw, F., Fancy-goods Dealer, Palmerston Street
 Smith, G., Draper, Palmerston Street
 Struthers, W., and Co., Ironmongers, Palmerston Street
 Te Aro House (A. R. Duthie), Draper, Palmerston Street
 Thorpy's Ltd., Drapers, Palmerston Street
 Tregurtha, P. L., Ironmonger, Palmerston Street
 Walker, C., Fancy-goods Dealer, Palmerston Street
 Walsh, Miss M., Draper, Palmerston Street
 Weekes, T. J., Draper, Palmerston Street
 Wholesale Boot and Shoe Co., Palmerston Street
 Wood, J. J. Lawson, Boot-importer, Palmerston Street
 Woods, E. R., Mercer, Palmerston Street

Hokitika.

Addisons, Drapers, Hamilton Street
 Caliani, C., Furniture-dealer
 Hackell, Mrs., Lydia, Stationer
 Hallenstein Bros., Drapers
 Heenan, Mrs. Alice, Boot-importer
 Lakin, John George, Boot-importer
 McKay and Sons, Drapers
 McLeod and Smith, Drapers
 Oliver and Duff, Boot-importers
 Preston, S. J., Draper
 Renton and Co., Ironmongers
 Robinson and Co., Stationers
 Ross, Angus, Fancy-goods Importer
 Schroder and Co., Drapers
 Stephens, P., and Co., Fancy-goods Dealer
 Stopforth, William, Draper, Revell Street
 Thompson, F., Miss, Draper, Revell Street
 Yarrall's Wonderland (A. W. Yarrall), Fancy-goods Importer

Reefton.

Carroll and O'Brien (T. E. O'Brien), Furniture-dealers
 Chalk, J. W., Boot-importer, Broadway Street
 Cohen, Miss Kate, Stationer

Dellaca, Thomas A., Boot-importer
 Forsyth and Masters, Ironmongers
 Lawn, N., Stationer
 Prentice, William, Draper
 Williams, Mrs. S., Draper
 Wills, J., Draper

Miscellaneous.

Abbie and Ramage, Drapers, Cobden
 Armstrong, W., Draper, Ngakawau and Stockton
 Carmine, L. J., Draper, Granity
 Cole, Mrs. Christina, Draper, Waiuta
 Dolamore, W., Draper, Millerton
 Evans, Samuel, Draper, Ross
 Findlay, A., Draper, Denniston
 Hamer, H., Draper, Kumara
 Heedson, J. B., Draper, Denniston
 Hempseed, Robert, Draper, Waiuta
 Hill, Miss E., Draper, Blackball
 Hodgson, J., Draper, Millerton
 Kerr, A., Draper, Granity
 Kerr, Mrs., Draper, Granity
 McCormack, W. M., Fancy-goods Dealer, Granity
 McDonald and Rowley, Ltd., Drapers, Granity and Millerton
 McDonald, Mrs. V., Draper, Waiuta
 Moore, M., Draper, Denniston
 Moore, Mrs. W., Fancy-goods Dealer, Granity
 Patterson and O'Dea, Ironmongers, Denniston
 Pullar, J., Draper, Burnett's Face
 Runanga Co-operative Society, Drapers, Runanga
 Saraty, A., Draper, Blackball
 Smith, J., Fancy-goods Dealer, Millerton
 Smith, Mrs., Fancy-goods Dealer, Waimangaroa
 Spiers, R., Stationer, Kumara
 Te Aro House (A. R. Duthie), Drapers, Denniston
 Thompson, Robert, Draper, Ngakawau
 Walker, W., Fancy-goods Dealer, Waimangaroa
 Way, G. B., Draper, Kumara
 Williams, D. J., Draper, Denniston
 Willson, E., Draper, Granity
 Wilson, Mrs., Draper, Granity
 Wise, F., Draper, Kumara

and

The Westland Retail Shop-assistants Industrial Union of Workers
 (hereinafter called "the union").

THE Court of Arbitration of New Zealand (hereinafter called "the Court"), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and having also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award:—

That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding

upon the union and upon every member thereof and upon the employers and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and by the said terms, conditions, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that a penalty as by law provided shall be payable by any party or person in respect thereof. And the Court doth further order that this award shall take effect as hereinafter provided and shall continue in force until the 16th day of October, 1933, and thereafter as provided by subsection (1) (d) of section 89 of the Industrial Conciliation and Arbitration Act, 1925.

In witness whereof the seal of the Court of Arbitration hath hereto been affixed, and the Judge of the Court hath hereunto set his hand, this 15th day of December, 1932.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Interpretation.

1. (a) For the purposes of this award every person shall be deemed to be a shop-assistant who is engaged in any capacity in connection with the reception, display, sale, or delivery of goods or orders for goods in or for the retail establishments of those employers who are bound by this award, but this shall not include persons engaged in office work.

(b) Nothing in this award shall affect any worker employed in the shop of any employer bound by any award or industrial agreement relating to grocers' assistants if such worker is substantially employed in connection with the grocery department of such shop.

Classification of Workers.

2. (a) Shop assistants shall be classified as follows: Window-dressers, travellers, seniors, juniors, storemen and packers, and (where not provided for under any other award or industrial agreement) porters.

(b) A "window-dresser" is an employee wholly or substantially employed in the display of goods in the window or shop for public inspection.

(c) A "traveller" is an employee engaged in canvassing for orders for goods, or selling orders for goods, or in collecting moneys.

(d) A "senior" is any assistant, male or female, twenty-three years of age or over: Provided that a shop-assistant under twenty-three years of age who receives not less than the rate of wages prescribed by this award for an assistant of the age of twenty-three years (entering the trade under seventeen years of age) shall be regarded as a senior for the purposes of this award.

(e) A "junior" is any assistant, male or female, under the age of twenty-three years.

(f) A "storeman" or "packer" is an employee engaged solely or generally in packing or unpacking goods.

(g) A "porter" is a worker employed by an employer party to this award whose duties are substantially cleaning, delivering parcels by hand, running messages, and other duties of a general nature usually performed by porters. This definition shall not be deemed to include persons, firms, and companies that undertake cleaning by contract.

Hours of Work.

3. (a) The ordinary hours of work shall not exceed forty-eight in any week, and, save as hereinafter provided, shall be worked between 8.15 a.m. and 5.30 p.m. on four days of the week, 8.15 a.m. and 12 noon on one day of the week, and 8.15 a.m. and 9 p.m. on one day of the week: Provided that this clause shall not operate to prevent an employer from retaining his assistants until 10 p.m. on Christmas Eve and New Year's Eve.

(b) Outside the boroughs of Greymouth and Westport the hour of 6 p.m. shall be substituted for the hour of 5.30 p.m.

(c) Notwithstanding anything to the contrary herein contained, an employer may require his employees to commence work at an earlier hour than those provided for in subclause (a) hereof, provided that equivalent time off shall be given at the end of any working day or days in the same week, and notice of the commencing and finishing hours of such workers is given to the Inspector of Awards by the employer concerned within three days after such hours shall have been put into operation.

(d) The provisions of section 5 of the Shops and Offices Act, 1921-22, shall apply to this award: Provided, however, that an assistant, if not required to attend to customers or replace goods that have been displayed to customers, may commence to put on covers or wrappers five minutes before the time appointed for ceasing work for the day.

(e) Notwithstanding anything contained in this clause, the provisions of section 3 (2) of the Shops and Offices Act, 1921-22, shall apply as if the hours of employment of shop-assistants had not been specifically provided for herein.

Closing of Shops.

4. (a) All shops in the combined district of Greymouth and Cobden carrying on any of the businesses covered by this award shall close at 5.30 p.m. on four days of the week, at 9 p.m. on the day of the late night, and at 12 noon on the day of the weekly half-holiday: Provided that this clause shall not operate so as to prevent an employer from keeping his shop open until 10 p.m. on Christmas Eve and New Year's Eve. In that portion of the combined district of Greymouth and Cobden which lies outside the Borough of Greymouth the hour of 6 p.m. shall be substituted for 5.30 p.m.

(b) All the said shops shall be closed from the hour of 7 a.m. on each of the days prescribed by this award as holidays (including days lawfully observed in lieu of any prescribed).

(c) Exemptions granted under the last expired award shall continue in force as if granted under the provisions of this award.

Weekly Half-holiday.

5. Subject to the provisions of section 26 (2) of the Shops and Offices Act, 1921-22, no assistant shall be employed after 12.30 p.m. on the statutory half-holiday, except in the week in which Good Friday falls, and the week preceding Christmas Day when Christmas Day falls on a Sunday or Monday, and any week in which two whole holidays other than award holidays fall. No overtime or extended hours shall be worked on any such half-holiday. Any assistant who has been employed for the major portion of the week shall be entitled to be paid for his or her half-holiday during such week.

Overtime.

6. All time worked in excess of or outside the maximum daily hours prescribed by this award shall be paid for at the rate of time and a half, with a minimum payment of 9d. per hour in the case of females and 1s. per hour in the case of males.

Notice of Overtime and Tea-money.

7. (a) Wherever possible, notice shall be given before noon to any worker who shall be required to work overtime, and assistants working overtime shall be paid 1s. 6d. tea-money, provided such assistant cannot reasonably get home for a meal.

(b) Under exceptional circumstances shorter notice may be given by mutual arrangement between the worker and the employer, and in such case provided the worker cannot reasonably get home for a meal, 2s. tea-money shall be paid.

Wages.

8. The minimum rates of wages payable to shop-assistants shall be as follows :—

MALES.

Age commencing Trade.	First Year.	Second Year.	Third Year.	Fourth Year.	Fifth Year.	Sixth Year.	Seventh Year.	Eighth Year.	Thereafter.
Under seventeen ..	12/6	17/6	22/6	27/6	32/6	37/6	45/-	60/-	85/6
Seventeen to eighteen ..	15/-	20/-	25/-	30/-	37/6	45/-	57/6	85/6	85/6
Eighteen to nineteen ..	17/6	22/6	30/-	40/-	50/-	60/-	85/6	85/6	85/6
Nineteen to twenty ..	22/6	27/6	37/6	47/6	57/6	85/6	85/6	85/6	85/6
Twenty and over ..	27/6	32/6	40/-	52/6	85/6	85/6	85/6	85/6	85/6

FEMALES.

Age commencing Trade.	First Year.	Second Year.	Third Year.	Fourth Year.	Fifth Year.	Sixth Year.	Seventh Year.	Thereafter.
Under seventeen ..	10/-	15/-	20/-	25/-	30/-	32/6	37/6	46/-
Seventeen to eighteen ..	12/6	17/6	22/6	27/6	32/6	37/6	46/-	46/-
Eighteen to nineteen ..	15/-	20/-	25/-	30/-	35/-	46/-	46/-	46/-
Nineteen to twenty ..	17/6	22/6	27/6	35/-	46/-	46/-	46/-	46/-
Twenty and over ..	20/-	25/-	32/6	46/-	46/-	46/-	46/-	46/-

Wages : Storemen, Packers, Porters, and Messengers.

9. Storemen and packers over the age of twenty-one years shall be paid not less than the following wages, namely :—

(a)	Per Week.
	£ s. d.
Storeman or packer in charge of two or more men other than casuals	4 5 6
Other adult storemen and packers	3 16 6
Adult porters	3 16 6
Junior storemen, packers, porters, or messengers—	
Under fifteen years of age	0 10 0
Fifteen to sixteen years of age	0 15 0
Sixteen to seventeen years of age	1 0 0
Seventeen to eighteen years of age	1 5 0
Eighteen to nineteen years of age	1 12 6
Nineteen to twenty years of age	2 0 0
Twenty to twenty-one years of age	2 10 0
And thereafter	3 16 6

(b) Juniors entering on the duties of storemen, packers, porters, or messengers between the ages of fifteen and sixteen years :—

	Per Week.		
	£	s.	d.
During first year of service	0	15	0
During second year of service	1	0	0
During third year of service	1	5	0
During fourth year of service	1	12	6
During fifth year of service	2	0	0
During sixth year of service	2	10	0
Thereafter the adult minimum wage ..	3	16	6

(c) Juniors entering on the duties of storemen, packers, porters, or messengers between the ages of sixteen and seventeen years :—

	Per Week.		
	£	s.	d.
During first year of service	0	17	6
During second year of service	1	2	6
During third year of service	1	12	6
During fourth year of service	2	0	0
During fifth year of service	2	10	0
Thereafter the adult minimum wage ..	3	16	6

(d) Juniors entering on the duties of storemen, packers, porters, or messengers between the ages of seventeen and eighteen years :—

	Per Week.		
	£	s.	d.
During first year of service	1	0	0
During second year of service	1	7	6
During third year of service	1	15	0
During fourth year of service	2	10	0
Thereafter the adult minimum wage ..	3	16	6

(e) Juniors entering on the duties of storemen, packers, porters, or messengers between the ages of eighteen and nineteen years :—

	Per Week.		
	£	s.	d.
During first year of service	1	5	0
During second year of service	1	12	6
During third year of service	2	2	6
During fourth year of service	2	10	0
Thereafter the adult minimum wage ..	3	16	6

(f) Juniors entering on the duties of storemen, packers, porters, or messengers between the ages of nineteen and twenty years :—

	Per Week.		
	£	s.	d.
During first year of service	1	15	0
During second year of service	2	2	6
During third year of service	2	15	0
Thereafter the adult minimum wage ..	3	16	6

(g) Juniors entering on the duties of storemen, packers, porters, or messengers between the ages of twenty and twenty-one years :—

	Per Week.		
	£	s.	d.
During first year of service	2	5	0
During second year of service	2	15	0
Thereafter the adult minimum wage ..	3	16	6

(h) Storemen, packers, porters, or messengers who have been substantially employed as such shall not be entitled to count such experience should they enter the trade as shop-assistants.

(i) This award shall not apply to storemen and packers covered by any Wholesale Merchants' Storemen and Packers' award.

Proportion.

10. (a) The number of juniors in any shop shall not exceed two to the first senior and one additional junior to each additional senior, provided that for every five seniors one additional junior may be employed. For the purposes of this clause an employer actively engaged in the management of his business may be classified as a senior.

(b) The proportion of junior storemen and packers to seniors shall be the same as that fixed in the preceding subclause.

Temporary or Casual Hands.

11. (a) Casual hands shall be paid 20 per cent. in addition to the rate prescribed in the wages clause or at an hourly rate equivalent thereto with a minimum payment of 1s. per hour.

(b) An assistant shall be deemed to be a casual hand when employed for less than one week.

(c) During half-yearly sale time, permanent workroom hands may be transferred to the shop for one day or longer, provided they are paid not less than the minimum rates prescribed in this award for permanent hands and not less than the wages they receive as workroom hands, whichever is the greater.

Payment of Wages.

12. (a) All wages and overtime shall be paid weekly or fortnightly, and in cash, at any time during the period before 12 noon on Saturday.

(b) All bonuses, premiums, or commissions earned by assistants shall be paid in addition to the weekly wages specified; and on no account shall any deduction be made from the latter.

Weekly Employment.

13. (a) The employment shall be deemed to be a weekly one, and no deduction shall be made from the wages provided herein, except for time lost through the worker's sickness, default, or accident, or through causes over which the employer has no control.

(b) Except in the case of casual hands, not less than seven days' notice of termination of employment shall be given by either party, and nothing shall prevent an employer from summarily dismissing a worker for misconduct.

Holidays.

14. (a) The following days shall be observed as full holidays: Christmas Day, Boxing Day, New Year's Day and the day following that on which New Year's Day is observed, Good Friday, Easter Monday, Labour Day, and the Sovereign's Birthday. Should any of the above holidays fall on a Sunday, they shall be observed on the following Monday.

Half-holidays shall be observed as follows:—

(i) Picnic-day on the morning of the weekly half-holiday if a trade's picnic is held.

(ii) On Show Day from 12 noon on any day other than Saturday.

(b) Notwithstanding anything to the contrary herein contained, it shall be competent for the local union and the employers concerned in any particular locality to mutually agree that any award holiday shall be observed on a day other than that upon which it is otherwise required by this award to be observed.

(c) Any work done on Sundays, Christmas Day, Good Friday, or Anzac Day shall be paid for at double rates. Work done on any of the other holidays shall be paid for at time and a half rates. The said payments shall be in addition to the ordinary weekly wage, and shall be calculated on a basis of a forty-eight hour week.

(d) One holiday of one week on full pay shall be granted to each worker under this award on completion of each year of service, and at a time to be mutually arranged between the employer and worker. Such holiday shall be exclusive of the holidays specified in subclause (a) of this clause.

(e) A worker who has completed six months' service leaving the service of an employer shall be granted pay in lieu of the holidays mentioned in the preceding subclause in proportion to his length of service.

(f) Subclause (e) hereof shall not apply in the case of any worker dismissed for misconduct.

Females employed in Special Departments.

15. Any female who is employed wholly or substantially in furnishing-drapery (excepting curtain nets), men's and boys' clothing, mercery, men's hats, men's hosiery, carpets, linoleums, bedding, furniture, builders' ironmongery, and men's boots department shall be paid one-half more than the wages hereinbefore specified for females: Provided that no females so employed shall receive under this clause more than the equivalent male rate as set out in clause 8 hereof.

Salvage Stocks.

16. Any worker who is required to handle salvage stocks which are wet or in a dirty condition, shall be paid 50 per cent. in addition to his or her ordinary wages during such time as he or she may be so employed.

Travelling Time.

17. Any firm transferring a worker from one town to another shall pay such worker's fare, first-class, rail or boat, to the place where such worker is transferred.

Accommodation of Females.

18. In shops where not less than six females are employed reasonable dining-room accommodation shall be provided, if required, also a cloak-room or enclosure in which reasonable privacy is secured for dressing. There shall also be provided, where practicable, a room with suitable couch accommodation for rest in cases of temporary indisposition; but, where it is impracticable to set a room apart for that purpose, it shall be sufficient if a couch or couches are provided in a portion of the cloak-room screened off from the place where clothing is hung.

References.

19. (a) Each employee on leaving or being discharged from his or her employment shall, on his or her request, be given within forty-eight hours thereafter a reference in writing stating the position held and the length of service.

(b) Original references shall be the property of employees and, on request, shall be returned within forty-eight hours after engagement.

Under-rate Workers.

20. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this award may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such Inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such Inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such Inspector or other person shall determine, and after the expiration of such period shall continue in force until fourteen days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage

is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such Inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Preference.

21. (a) If any employer shall hereafter engage any worker coming within the scope of this award who shall not be a member of the union, and who shall not become a member thereof within fourteen days after his engagement and remain such member, the employer shall dismiss such worker from his service if requested to do so by the union, provided there is then a member of the union equally qualified to perform the particular work required to be done, and ready and willing to undertake the same. The provisions of this subclause relating to the dismissal of workers shall apply, with equal effect, to any worker coming within the scope of this award engaged since the 17th day of October, 1927, but before the coming into force of this award, who is not a member of the union during the currency of this award.

(b) The provisions of this clause shall operate only if and so long as the rules of the union shall permit any worker coming within the scope of this award of good character and sober habits to become a member of the union, upon payment of an entrance fee not exceeding 5s., upon a written application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 1s. per week, for the first month's membership, and thereafter 13s. per quarter or £2 per annum at the option of the member and such fines as may be lawfully imposed on him for non-attendance without reasonable excuse at a specially called meeting of the union, of which written notice has been given to him or sent to him by post at his last address as notified by him to the union, or for misconduct at a meeting of the union, or for being more than three months in arrear, without reasonable excuse, in his contributions to the union: Provided that the maximum fine shall not exceed 2s. 6d. for non-attendance at a meeting of the union or for being in arrear with his contributions, and £1 for misconduct at a meeting of the union. The contribution of 13s. per quarter or £2 per annum shall not be payable until after the expiration of one month after joining the union.

Scope of Award.

22. This award shall operate throughout the Westland Industrial District, and shall relate only to the softgoods, boot and shoe, fancy-goods, hardware, crockery, books and stationery, and furniture and

furnishing trades, but shall not affect any worker employed in the shop of any employer bound by any award or industrial agreement relating to grocers' assistants if such worker is substantially employed in connection with the grocery department of such shop.

Term of Award.

23. This award, in so far as it relates to wages, shall be deemed to have come into force on the 17th day of October, 1932, and so far as all the other conditions of this award are concerned it shall come into force on the day of the date hereof; and this award shall continue in force until the 16th day of October, 1933.

In witness whereof the seal of the Court of Arbitration hath hereto been put and affixed, and the Judge of the Court hath hereunto set his hand, this 15th day of December, 1932.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

The only matter referred to the Court related to under-rate workers. In other respects the award embodies the recommendations of the Conciliation Council, which the parties agreed to accept.

F. V. FRAZER, Judge.