

NORTHERN (AUCKLAND) INDUSTRIAL DISTRICT.

(10463.) NORTHERN INDUSTRIAL DISTRICT RETAIL CHEMISTS' ASSISTANTS.—AWARD.

In the Court of Arbitration of New Zealand, Northern 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 ") :—

All Night Dispensary (C. Hayward, Manager), Newton Road, Auckland
 Allen, G. D. E., Queen's Arcade, Auckland
 Allely, R. J., 594 New North Road, Auckland
 Anderson, W. H., 208 Great South Road, Remuera, Auckland
 Atwell, W. R., 763 New North Road, Auckland
 Auckland Public Hospital, Park Road, Auckland
 Barclay, S. (Bridge Drug Store), 3 Karangahape Road, Auckland
 Bartley, G. F., 529 Manukau Road, Auckland
 Bates, George, St. Kevin's Arcade, Newton, Auckland
 Blomfield, T. N., Glen Eden, Auckland
 Blott, F. G., 117 Remuera Road, Auckland
 Brown, B. L., Highbury Corner, Birkenhead, Auckland
 Burton, E. R., Howick, Auckland
 Carder, R. D., Three Lamps, Ponsonby, Auckland
 Carr, F. E., 30 St. George Street, Papatōetoe
 Central Pharmacy (W. H. McKinney, Proprietor), 289 Great North Road, Grey Lynn, Auckland
 Chapman, W. J., 120 Queen Street, Northcote, Auckland
 Clarke, W., 116 Victoria Street, Auckland
 Cooper, F. J., 103 Victoria Street, Auckland
 Cotterall, R., 279 Ponsonby Road, Auckland
 Coutts, E. S., 51 Queen Street, Auckland
 Crawshaw, L. G., 190 Symonds Street, Auckland
 Davidson, D. M., The Strand, Takapuna, Auckland
 Dawson, W. H., Queen Street, Auckland
 Day, L. C., Otahuhu, Auckland
 Delaney, C. A., Queen Street, Auckland
 Delaney and Menzies (H. J. Ashby, Manager), 230 Queen Street, Auckland
 Dickson, T. W., Karangahape Road, Auckland
 Downing, A. B., Park Road, Auckland
 Eccle's Pharmacy, Queen Street, Auckland
 Edgar, M. C., 36A Khyber Pass, Auckland
 Edwards, F., 419 Mount Eden Road, Auckland
 Fallwell, A. G., Station Road, Papatōetoe
 Franklin, J. J., Broadway, Newmarket, Auckland
 Friendly Societies' Dispensary (R. D. Jack, Manager), 53 Victoria Road, Devonport, Auckland
 George, J. R., Victoria Road, Devonport, Auckland
 Golding, E. H. A., Medical Hall, Onehunga, Auckland
 Gray, W. G., Remuera Terminus, Auckland
 Grey, L. G., Main Street, New Lynn, Auckland
 Haslett, W. H., 198 Eden Terrace, Auckland
 Hawken, P. H., Greenwood's Corner, Epsom, Auckland
 Hemus, H. C., 525 New North Road, Auckland
 Hepworth, H. W., Karangahape Road, Auckland
 Horsley's Pharmacy, 94 Queen Street, Auckland
 Irwin, T. W., 202 Ponsonby Road, Auckland

- Jefferson, J. M., 7 Khyber Pass, Auckland
 Johnson, E., 252 Sandringham Road, Auckland
 Johnston, I. F., Papakura
 King, H. T., 431 Mount Eden Road, Auckland
 Lamb, A. S. J., 10 Karangahape Road, Auckland
 Le Quesne, A. W. G., 6 Jervois Road, Ponsonby, Auckland
 Little, H., Otahuhu, Auckland
 Long's Pharmacy, Kingsland, Auckland
 McKinney's Pharmacy, W. H., Point Chevalier, Auckland
 McKinney, W. H., 218 Jervois Road, Herne Bay, Auckland
 McMillan, J. C., 29 Parnell Road, Auckland
 Macklow, J. W. T., Onehunga, Auckland
 McShane, H. W., Richmond Avenue, Grey Lynn, Auckland
 Mainland, D. F., 210 Broadway, Newmarket, Auckland
 Manning, H. W., 220 Karangahape Road, Auckland
 Marriage, A. R., 177 Queen Street, Auckland
 Martin, G., 87 Mount Eden Road, Auckland
 Mason, R. B., St. Heliers Bay, Auckland
 Maxwell, A. F., Great North Road, Auckland
 Melvern's Great Household Stores, Karangahape Road, Auckland
 Meredith, A. G., Manurewa
 Moir, C. E., 702 Dominion Road, Auckland
 Moon, I. C., Kitchener Road, Milford, Auckland
 Moore, F. H., 89D Great South Road, Auckland
 Muir, R., Mount Eden Tram Terminus, Auckland
 Murray, F. S., 87 Manukau Road, Parnell, Auckland
 Ogle, G., 194 Great North Road, Auckland
 Parr, E. A., Victoria Avenue, Remuera, Auckland
 Phillips, I., Dominion Pharmacy, Newton, Auckland
 Priestley, M. T., 277 Great South Road, Auckland
 Prince, E. J., 102 Sandringham Road, Auckland
 Prince, E. J., Kitchener Road, Sandringham
 Rees, George J. (W. T. B. Armitage, Manager), Hurstmere Road,
 Takapuna, Auckland
 Rickerby, L. S., Dominion Road, Mount Eden, Auckland
 Roberts, A., 128 Karangahape Road, Auckland
 Roche, N. R., 728 Manukau Road, Auckland
 Rowbottom, S., 13 Grey's Avenue, Auckland
 Royal Oak Pharmacy (L. W. Butler), Onehunga, Auckland
 Saintry, G. N., Mount Albert Road, Three Kings, Auckland
 Sanft, B. G., Queen Street, Auckland
 Sanft, R. W. F., 239 Symonds Street, Auckland
 Schmidt, H. D., 268 Queen Street, Auckland
 Scott, I. E., Station Road, Henderson, Auckland
 Sharland, J. C., Shortland Street, Auckland
 Sharland, J. C. (Lister Pharmacy), Lister Building, Victoria Street,
 Auckland
 Shaw, C. F., corner Queen and Customs Street, Auckland
 Sheaves, S. A., Westmere Pharmacy, 154 Garnet Road, Auckland
 Smith, E., 103 Karangahape Road, Auckland
 Smyth, R. P., 2 Emmett Street, Auckland
 Southwick, J. H., 7 Wellesley Street, Auckland
 Spitz, Mendel, 99 Richmond Road, Auckland
 Spitz, L., 382 Dominion Road, Auckland
 Teape, W. H. R., 245 Hobson Street, Auckland
 Teed's Ltd., Newmarket, Auckland
 Trebilcock, J. C., Panmure Road, Ellerslie, Auckland
 Tristram, J. E., 258 Broadway, Newmarket, Auckland
 Turnbull, T. C., Queen Street, Onehunga, Auckland

United Friendly Societies' Dispensary (G. Ironside), Karangahape Road, Auckland
 United Friendly Societies, 231 Dominion Road, Auckland
 Wainhouse, R. L., 130 Great North Road, Grey Lynn, Auckland
 Walker, S. A., 218 Ponsonby Road, Auckland
 Waymouth, P. J., 427 Manukau Road, Auckland
 Weatherell, J., Dominion Road, Auckland
 Westwood, E. C., 599 Mount Eden Road, Auckland
 White, K. W., Mount Albert Terminus, Auckland
 White, R. O., Hauraki Street, Birkenhead, Auckland
 Wiles, O. S., Parnell Road, Auckland
 Wiles, R. C., 117 Ponsonby Road, Auckland
 Williams, H. P., Ellerslie Pharmacy, Auckland
 Winkelmann, A. C. T., The Strand, Kohimarama, Auckland
 Woollams, W. H., 213 Symonds Street, Auckland
 Woollams' Pharmacies, Ltd., Queen Street, Auckland
 Woollams and Smith, Great South Road, Otahuhu, Auckland
 Wylie, R. D., corner Remuera Road and Victoria Avenue, Auckland

COUNTRY.

Armstrong, H. A., Gisborne
 Baillie's Pharmacy, Hamilton
 Baker, C. W., Owen Street, Warkworth
 Barron, G., Seddon Street, Waihi
 Bishop, H., Frankton Junction
 Bongard's Pharmacy, Pollen Street, Thames
 Booker, L., Te Puke
 Boyce, E. N., Opotiki
 Boyd, A. A., George Street, Tuakau
 Boyd, H. J., Grey Street, Hamilton East
 Bramwell, I. D., Gladstone Road, Gisborne
 Brooks, J. F., Alexandra Street, Te Awamutu
 Burfoot, J., Cameron Street, Whangarei
 Catton, R. H., Paeroa
 Clark, E. A., Waihi
 Clarke, J. D., Church Street, Opotiki
 Corbett, J., The Pharmacy, Matamata
 Crawford, E. H., Arawa Street, Rotorua
 Crawford, T. A., 60 Gladstone Road, Gisborne
 Crompton, J. W., Te Aroha
 De Montalk, J. M., Frankton Junction
 Dewar, H. M., Whakatane
 Dobbell, P. G., Kohukohu
 Drummond's, Dargaville
 Fairley, J., Omanahanui, Wairoa
 Fallwell, H., Victoria Street, Hamilton
 Farmer, F., Whangarei
 Fisher, L., Fenton Street, Rotorua
 Forsythe, H. N., 97 Victoria Street, Hamilton
 Franklin Pharmacy (H. W. Estall), Pukekohe
 Fyson, A. F., Queen Street, Wairoa
 Garbett, C., The Pharmacy, Kaitia
 Garrett, T. H., Gladstone Road, Gisborne
 Gaukrodger, H. W., Dargaville
 Gifford, A., Thames Street, Morrinsville
 Gillespie, J. R., Wairoa
 Glenny, A. G., 75 Hautapu Street, Gisborne
 Godfrey, L. G., Taumarunui
 Gorbey, A. R., The Pharmacy, Wellsford, North Auckland

Hallett, F. J. P., Ngatea, Hauraki Plains
 Harper, W. S. B., Rora Street, Te Kuiti
 Hamilton Public Hospital, Hamilton
 Hay, R. H., Tauranga
 Hawker, J. R., Victoria Street, Hamilton
 Hedge, S. J., Belmont Road, Paeroa
 Hobson, G. C. E., Premier Pharmacy, Papakura
 Hunger, W., Bell's Buildings, Te Aroha
 Hull, T. B., Raglan
 Irvine, J. N., Victoria Street, Hamilton
 Jackson, C. A., Otorohanga
 Jeffery, W., Te Awamutu
 Johnson, F. W. G., Otorohanga
 Johnston, F. W. G., Otorohanga
 Johnstone, J. F., The Pharmacy, Papakura
 Joy, J. D., Jesmond Street, Ngaruawahia
 Kenderdine, A. G. (two shops), Taumarunui
 Kerr, S. H., Kawakawa, Bay of Islands
 Lawrence, T., Putaruru
 McAlister, E. (W. J. Smellie, Manager), Thames and Cambridge
 McDonald, W. W., Tokomaru Bay
 McLennan, A. D., Te Kuiti
 McGaffin, A. A., Waiuku
 Macklow, F. G., Whakatane
 Mann, A. W. J., Gisborne
 Manning's Pharmacy, Victoria Street, Hamilton
 Marfell, L. S., Pukekohe
 Meerilias, A. J., Tauranga
 Menzies, H. F., Bank Street, Whangarei
 Merrinkin, —, Morrinsville
 Meyer, B. A., Pollen Street, Thames
 Middlebrook, N. B., Central Chambers, Pollen Street, Thames
 Morris, W. B., Dargaville
 Pierson, C. W., Whittaker Street, Te Aroha
 Possenniskie, H. L., Cambridge
 Ratjen, C. J. F., Pukekohe
 Reed and Co., Cambridge
 Reed, W. H., Tauranga
 Ross, E., 22 Peel Street, Gisborne
 Sadler, W., Broadwood, Hokianga
 Sandin, C. G., Commercial Road, Helensville
 Sands, R. J., Ngaruawahia
 Sheaf, D. E., Tutanekei Street, Rotorua
 Simcock, J. L., Huntly
 Simons, W. H., South British Building, Victoria Street, Hamilton
 Smith's Pharmacy, Gladstone Road, Gisborne
 Spear, Mrs. M. J., Tutanekei Street, Rotorua
 Stretton, A., 74 Bank Street, Whangarei
 Thomson, A. N., Victoria Street, Hamilton
 Todd, R. W., Normanby Road, Paeroa
 Tudehope, J. S. T., 61 Bank Street, Whangarei
 Tyerman, H. B., 173 Gladstone Road, Gisborne
 United Friendly Societies' Dispensary, Hamilton
 United Friendly Societies' Dispensary, Taumarunui
 Valentine, T. F., Putaruru
 Warn, J. B., Katikati
 Williamson, G., Broadway, Kaikohe
 Wood, A. B., Tutanekei Street, Rotorua
 Wood, A., Claudelands, Hamilton

Woodhouse, F., Arawa Street, Matamata
 Woods, L. E., Tauranga
 Woolley, J. S., Cameron Street, Whangarei
 Wrigley, J. J., Devonport Road, Tauranga

and

the Auckland Retail Chemists' Employees' 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 9th day of April, 1934, 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 18th day of May, 1933.

[L.S.]

F. V. FRAZER, Judge.

SCHEDULE.

Hours of Work.

1. (a) The weekly hours shall be forty-eight, and shall be worked in accordance with the provisions of the Shops and Offices Act, 1921-22.

(b) One hour shall be allowed for dinner on all days except the statutory half-holiday.

(c) The employment shall be a weekly employment, except in the case of casuals, and no deduction shall be made from the week's wages for public holidays or the annual holiday.

(d) Time lost by a worker through his own default or by reason of sickness may be deducted from his wages.

(e) One week's notice shall be given to terminate an engagement, except in the case of casual hands or in the case of dismissal for misconduct.

Wages.

2. (a) Managers: A manager is a registered chemist who is legally enrolled as the manager of a pharmacy. Managers shall be paid not less than £5 7s. 6d. per week, but shall not otherwise be subject to the terms of this award, except that he shall be allowed a fortnight's holiday on full pay annually, at a time to be agreed upon between employer and employee.

(b) The minimum rate of wages shall be as follow:—

			Per Week.		
			£	s.	d.
Registered assistants	..	..	4	7	6
Unregistered assistants	..	..	3	10	0
Improvers, first year	..	..	2	10	0
Improvers, second year	..	..	3	0	0

(c) Casual or relieving assistants employed for two weeks or less may be employed at not less than the following scale:—

	Per Week.			Per Day.			Per Hour.		
	£	s.	d.	s.	d.	s.	d.	s.	d.
Registered assistants..	4	17	6	17	6	2	6		
Unregistered assistants	4	0	0	15	0	2	0		

(d) Relieving assistants' travelling-expenses shall be paid in addition to wages, if employed outside a radius of five miles from the chief post-office in any town.

Such assistants who are required to live away from their permanent homes shall receive a board allowance of £1 per week, or the employer may provide board and lodging in lieu thereof.

(e) No person, other than a registered or unregistered assistant or improver or apprentice, shall be engaged in the manufacture or dispensing of drugs or medicines.

(f) Females may be employed as shop-assistants subject to the payment of the following wages:—

			Per Week.		
			£	s.	d.
For the first year	..	..	0	10	0
For the second year	..	..	0	15	0
For the third year	..	..	1	0	0
For the fourth year	..	..	1	5	0
For the fifth year	..	..	1	10	0
And thereafter	..	..	2	0	0

Payment of Wages and Overtime.

3. All wages and overtime shall be paid weekly.

Overtime shall be paid for at the rate of time and a half in accordance with the Shops and Offices Act, 1921-22.

Wages and Time Book.

4. (a) The occupier of a shop in which one or more shop-assistants are employed shall at all times keep, in the prescribed form, or in such other form as may be approved by the Inspector of Awards, a record in English (called the "wages and time book") showing, in the case of each assistant—(i) The name of the assistant, together with his age if under twenty-one years of age; (ii) the kind of work on which he is usually employed; (iii) the hours during which he has actually been employed on each day; (iv) the wages paid on each pay-day and the date thereof; and (v) such other particulars as are prescribed by regulations.

(b) The entry of the particulars hereinbefore referred to, or a memorandum in writing containing such particulars, shall be signed by the assistant at the time of the payment of his wages, and such signature shall operate as a receipt for such payment, and also as a *prima facie* certificate of the correctness of the particulars entered with respect to that assistant.

(c) The wages and time book in use for the time being, and any such book used within the preceding two years, shall at all times be open to the inspection of an Inspector of Awards.

(d) Every assistant who fails to sign the record as provided in this clause, or who wilfully signs an incorrect record, is liable to a fine not exceeding £5.

(e) An Inspector of Awards may at any time require the occupier to verify the entries in the wages and time book, in such form as may be prescribed.

Weekly Half-holiday.

5. (a) The hours of work on Saturday, or the day of the statutory half-holiday where Saturday is not observed, shall be between the hours of 8 a.m. and 1 p.m., and 7 p.m. and 9 p.m.

(b) Workers may be employed upon Saturday night or the night of the half-holiday, where Saturday is not observed, between the hours of 7 p.m. and 9 p.m., provided that forty-eight hours is not exceeded in any week, without payment of overtime.

All-night Pharmacies.

6. Nothing in this award shall apply to assistants employed in chemists' shops which are open all night under the provisions of section 35 of the Shops and Offices Act, 1921-22, but assistants employed in such shops shall receive not less than the minimum rates of wages prescribed by this award.

Holidays.

7. (a) The following shall be the recognized holidays : New Year's Day, the day following, Anniversary Day, Good Friday, Easter Monday, Anzac Day, Sovereign's Birthday, Labour Day, Christmas Day, and Boxing Day. Employees if required shall work not more than three and a half hours on any holiday without extra pay. Workers shall be credited on each of the above-mentioned holidays in this clause for eight hours' work, notwithstanding that the hours above mentioned only may have been worked.

(b) If any day shall be generally observed in lieu of any of the above-mentioned holidays, such day for the purposes of this award may be substituted for the specified holiday.

(c) Should any of the above holidays, except Anzac Day, fall on a Sunday then, for the purposes of this award, such holiday shall be observed on the following day.

(d) If any of the above holidays are not generally observed in any district another holiday may be observed in lieu thereof : Provided that in no case shall the number of holidays be reduced by this clause.

(e) A fortnight's holiday on full pay shall be granted to each worker at the termination of each year of service, or *pro rata*, if the employment shall be terminated after six month's service.

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

Apprentices.

8. (a) If any employer takes an apprentice, articles of apprenticeship as required by the Pharmacy Act of New Zealand shall be entered into and, in addition to such provisions as may be mutually agreed upon and not inconsistent with the provisions hereinafter set forth, shall contain the following provisions.

(b) The employer shall pay such apprentice not less than the undermentioned rate of wages : For the first year, 12s. 6d. per week ; for the second year, 17s. 6d. per week ; for the third year, £1 2s. 6d. per week ; for the fourth year, £1 12s. 6d. per week.

(c) The proportion of apprentices shall not exceed one to each establishment and one to every two assistants : Provided that it shall be permissible for an apprentice being taken on in excess of this proportion for six months previous to any apprentice completing his time.

(d) Should the employer at any time before the termination of the apprenticeship wish for any reason to dispense with the services of the apprentice he shall endorse his articles as to the time served, and, if the apprentice requires it, procure him another employer carrying on business within a reasonable distance of the original employer's place of business, who will continue to teach the apprentice, to pay him the wages prescribed by this award according to the total length of time he has served, and generally to perform the obligation of the original

employer: Provided that it shall not be necessary for an employer to find the apprentice another employer if he shall so misconduct himself as to entitle the employer to discharge him.

(e) An employer shall not be deemed to discharge his duty towards his apprentice if he fails to keep him at work owing to slackness of work, but such slackness may form a proper ground for transferring him to a master willing to undertake the responsibility of teaching him.

(f) An employer taking an apprentice shall give notice thereof and of the name of the apprentice to the Inspector of Awards within one week after the expiration of the period of probation, and an employer transferring an apprentice shall similarly within one week thereof give notice of such transfer to such Inspector.

(g) When an apprentice is discharged for cause the employer shall send notice of the discharge and of the cause thereof to the Inspector of Awards, who shall notify the secretary of the union.

(h) All time lost through his own default or through sickness in any year of his apprenticeship shall be made up before such apprentice shall be considered as having entered upon the next succeeding year of his apprenticeship, or if such time is lost in the fourth year of his apprenticeship such time shall be made up before the apprenticeship shall be deemed to be completed.

(i) An employer shall not be bound to pay an apprentice for time lost through sickness or through the default of the apprentice, or by his voluntary absence from work with the consent of the employer.

Clerks.

9. Nothing in this award shall apply to clerks, cashiers, or any other persons solely in the office-work of the employer and not engaged in the work of the shop in any capacity.

Reference.

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

(b) Original reference shall remain the property of the employee, and shall be returned within forty-eight hours after engagement.

Definition of Workers.

11. (a) A "chemist's assistant" for the purposes of this award shall be deemed to be a worker who is engaged in any capacity in connection with the manufacturing or dispensing of medicines in the retail shops of those employers who are bound by the provisions of this award.

(b) An "apprentice" is a person who has served less than four years at the profession.

(c) A "registered assistant" is a pharmacist registered under the Pharmacy Act, 1908, and its amendments.

(d) An "unregistered assistant" is a person who is engaged in the business of the pharmacy, not registered under the Pharmacy Act, 1908.

(e) A "casual" is an assistant who is engaged for a period of two weeks or less.

(f) An "improver" shall be deemed to be a worker who has served an apprenticeship of four years to a registered chemist.

(g) It shall be optional for any apprentice, who has completed his full term of apprenticeship, to elect to serve a further period, not exceeding two years as an improver.

Under-rate Workers.

12. (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 Factories 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.

Matters not provided for.

13. Any dispute in connection with any matter not provided for in this award shall be settled between the particular employer concerned and the secretary or an accredited representative of the union, and in default of any agreement being arrived at then such dispute

shall be referred to the Inspector of Awards, who may either decide the same or refer the matter to the Court. Either party, if dissatisfied with the decision of the Inspector of Awards, may appeal to the Court upon giving written notice of such appeal to the other party within seven days after such decision shall have been communicated to the party desiring to appeal.

Preference.

14. (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 seven 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.

(b) The provisions of the foregoing clause shall operate only if and so long as the rules of the union shall permit any worker coming within the scope of this award of good character and sober habits to become a member of the union upon payment of an entrance fee not exceeding 5s. upon a written application, without ballot or other election, and to continue a member upon payment of subsequent contributions not exceeding 6d. per week.

Scope of Award.

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

Term of Award.

16. This award, in so far as it relates to wages, shall be deemed to have come into force on the 10th day of April, 1933, 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 9th day of April, 1934.

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 18th day of May, 1933.

[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.