



Government Gazette

OF

WESTERN AUSTRALIA.

[Published by Authority.]

[REGISTERED AT THE GENERAL POST OFFICE, PERTH, FOR TRANSMISSION BY POST AS A NEWSPAPER.]

No. 33.]

PERTH: THURSDAY, JUNE 30.

[1910.]

COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 2/1910.

Between the Norseman Amalgamated Certificated Engine-drivers' Union of Workers of Western Australia (hereinafter referred to as "the Union"), applicant, and the Princess Royal Gold Mining Company, No-Liability; Cumberland Gold Mining Company, No-Liability; the Hampton Plains Estate (1906), Limited; Westralia Waihi Gold Mines, No-Liability; the Viking Gold Mines Syndicate; the Proprietors of the Lady Miller Gold Mine; the Proprietors of the Lady Mary Gold Mine; and the Proprietors of the New Moon Gold Mine (hereinafter referred to as "the Employers"), respondents.

AWARD.

The Court of Arbitration of Western Australia (hereinafter called "the Court") having taken into consideration the matter of the dispute between the above-named parties and having heard the union and the employers by their respective representatives duly appointed, and having heard the witnesses called and examined on behalf of the union and the employers respectively and cross-examined on behalf of the parties respectively, doth hereby order and award that as between the union and the members thereof and the employers and each of them the terms, conditions, and provisions contained in the schedule hereto shall be binding upon the union and every member thereof and upon the employers and each of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated into and declared to form part of this award: And further, that the union and every member thereof and the employers and each of them shall respectively do, observe, and perform every matter and thing by the said terms, conditions, and provisions on the part of the union and the members thereof, and on the part of the employers and each of them respectively required to be done, observed, and performed and shall not do anything in contravention of the said terms, conditions, and provisions but shall in all respects abide by and observe and perform the same: And the Court doth further order that the industry to which this award shall apply is the industry of engine-driving on gold mines, and that it shall operate from and inclusive of the sixteenth day of June,

One thousand nine hundred and ten until the sixteenth day of June, One thousand nine hundred and eleven, and thenceforward from year to year, subject to the right of any party interested to apply to amend, alter, or revise the same.

THE SCHEDULE HEREINBEFORE REFERRED TO.

1. The minimum rate of wages to be paid by the employers to the workers employed by them in the capacities hereinafter mentioned shall be as follows:—

To engine-drivers on surface winding engines . . . 14s. 4d per shift.

To engine-drivers on the surface other than winding engine-drivers, and to engine-drivers in charge of underground winding engines . . . 13s. 8d. per shift.

2. The week's work for all winding engine-drivers shall be forty-seven hours, and for all surface engine-drivers other than winding engine-drivers forty-eight hours, the seven or eight hour shift as the case may be to be inclusive of the customary allowance for crib.

3. All time worked beyond the hours hereinbefore mentioned, each day to stand by itself, shall be considered overtime, and shall be paid for at the following rates:—

For the first four hours after the ordinary time for ceasing work, time and a-quarter; after the first four hours and until the customary time for recommencing work, time and a-half.

Provided always that overtime rates shall not apply to work done on continuous process milling plants or pumping plants, or to any work necessitated by a break-down of machinery.

4. This award shall have effect over that portion of the Dundas Goldfield which is situated between 121 and 122½ degrees of East Longitude.

IN WITNESS WHEREOF this award has been signed by the President of the Court and the seal of the Court has been hereto affixed this sixteenth day of June, One thousand nine hundred and ten, the time for making this award having been extended to and inclusive of the present instant.

[Seal.]

(Sgd.) R. B. BURNSIDE,
President.

COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 3/1910.

Between Cumberland Gold Mining Company, No-Liability; Hampton-Uruguay, Limited (Lady Miller Gold Mine); Mararoa Gold Mining Company, No-Liability; Princess Royal Gold Mining Company, No-Liability; Westralia Waihi Gold Mines, No-Liability (Northern Star Gold Mine); and J. C. S. Hoffman & E. A. Hoffman (Oversight Gold Mine) (hereinafter included under the designation of "the employers"), Applicants, and Norseman Miners' Union of Workers (hereinafter included under the designation of "the Union"), Respondent.

AWARD.

The Court of Arbitration of Western Australia (hereinafter called "the Court") having taken into consideration the matter of the above-mentioned dispute, and having heard the employers and the union by their respective representatives duly appointed, and having heard the witnesses called and examined on behalf of the employers and the union respectively and cross-examined by the said parties respectively, doth hereby order and award that, as between the employers and each of them, and the union and the members thereof, the terms, conditions, and provisions contained in the schedule hereto shall be binding upon the employers and each of them, and upon the union and the members thereof, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated into and declared to form part of this award: And further, that the employers and each of them, and the union and every member thereof, shall respectively do, observe, and perform every matter and thing by the said terms, conditions, and provisions on the part of the employers and each of them and the union and the members thereof respectively required to be done, observed, and performed, and shall not do anything in contravention of the said terms, conditions, and provisions, but shall in all respects abide by and observe and perform the same: And the Court doth further order that the industry to which this award shall apply is the Gold-mining industry, and that it shall operate and remain in force from the fifteenth day of June, One thousand nine hundred and ten, until the fifteenth day of June, One thousand nine hundred and thirteen.

THE SCHEDULE HEREINBEFORE REFERRED TO.

1. In this award—

The term "Timbermen" means men who are usually employed in "putting in" timber, or "timbering up" in the mine, but is not meant to apply to any men who may be called in to assist in lifting or carrying timber.

The term "Surface labourer" shall mean and include pick and shovel men, lumpers, battery-feeders, breaker-feeders, slime, sand, and wood truckers, wood trimmers, and general labourers.

The term "Mechanics' labourers" shall mean and include blacksmiths' labourers, engineers' labourers, fitters' labourers, boilermakers' labourers, ironmoulders' labourers, and the labourers to a worker in sheet metal.

2. The minimum rate of wages to be paid by the employers to the workers employed by them in the capacities hereinafter mentioned shall be as follows:—

	s.	d.	
To rock-drill men in shafts	14	8	per shift.
To rock-drill men in rises	14	2	"
To rock-drill men in all other parts of the mine	13	8	"
To miners (hand labour) in shafts	13	0	"
To miners (hand labour) in rises	12	6	"
To miners (hand labour) in all other parts of the mine	12	0	"
To bracemen and platmen	12	0	"
To truckers, mullockers, shovellers, and tool-carriers working underground	11	2	"
To cyanide men working in the vat, and filter-press men	12	0	"
To timbermen	13	8	"
To surface labourers	10	8	"
To drill- and tool-sharpeners	13	0	"
To boiler-cleaners	12	2	"
To horse-drivers	10	8	"
To horse-drivers feeding and grooming (extra)	1	0	"
To mechanics' labourers	11	8	"
To skipmen	13	8	"

3. *Wet Ground.*—Men working in wet ground shall be paid 1s. 8d. per shift in addition to their ordinary rate of pay.

Should any dispute arise as to whether a mine is wet, such dispute shall be referred to a board constituted of a representative appointed by the owners of the mine in question, a representative appointed by the workers' union registered in respect of the locality in which the dispute arises, with the Warden of the Goldfield in which such mine is situated as chairman, whose decision shall be final.

4. *Hours of Labour.*—The week's work for all men working one shift above ground shall consist of forty-eight hours actual work, exclusive of crib time. The week's work for all other men working shifts, whether above or under ground, shall consist of forty-seven hours including crib time.

Work shall commence at 1 a.m. on Monday and shall cease at 10 p.m. on Saturday. The night shift following the Sunday shall go on at 1 a.m. on Monday and shall cease work at 8 a.m. The day shift on Saturday shall commence work at 8 a.m. and cease work at 3 p.m. The afternoon shift on Saturday shall go on at 3 p.m. and shall cease work at 10 p.m.

5. *Area of operation.*—The award shall have effect over that portion of the Dundas Goldfield which is situated between 121 and 122½ degrees of East Longitude.

IN WITNESS WHEREOF this award has been signed by the President of the Court and the seal of the Court has been affixed hereto this sixteenth day of June, One thousand nine hundred and ten, the time for making this award having been extended to the seventeenth instant.

[Seal]

(Sgd) R. B. BURNSIDE,
President.

COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 4/1910.

Between Metropolitan Timber Merchants' Employees' Union of Workers (hereinafter referred to as "the Union"), Applicant, and the Coastal District Timber Merchants Industrial Union of Employers; Millars' Karri and Jarrah Company (1902), Limited; Whittaker Brothers; Bunning Brothers, Limited; J. M. Ferguson, Limited; Franklin & Finlay; Coombe, Wood & Company, Limited; and Port, Honey & Company (hereinafter included under the designation "the Employers"), Respondents.

AWARD.

The Court of Arbitration of Western Australia (hereinafter called "the Court") having taken into consideration the matter of the above-mentioned dispute, and having heard the Union and the Employers by their respective representatives duly appointed, and having heard the witnesses called and examined on behalf of the Union and the Employers respectively, and cross-examined by the said parties respectively, doth hereby order and award that as between the union and the members thereof, and the employers and each of them, the terms, conditions, and provisions contained in the schedule hereto shall be binding upon the union and the members thereof, and upon the employers and each of them, and that the said terms, conditions and provisions shall be deemed to be and are hereby incorporated into and declared to form part of this Award. And further, that the union and every member thereof, and the employers and each of them shall respectively do, observe, and perform every matter and thing by the said terms, conditions, and provisions

on the part of the union and the members thereof, and on the part of the employers, and each of them respectively required to be done, observed, and performed, and shall not do anything in contravention to the said terms, conditions, and provisions, but shall in all respects abide by, and observe, and perform the same: And the Court doth further order that this award shall apply to the timber industry, and that it shall come into effect on the sixteenth day of June, One thousand nine hundred and ten, and shall continue in force until the sixteenth day of June, One thousand nine hundred and eleven, and thenceforward from year to year until any party interested shall apply to amend, alter, or revise the same: And further, that it shall operate over the area comprised within a radius of fourteen miles from the General Post Office, Perth.

THE SCHEDULE HEREINBEFORE REFERRED TO.

1. Hours.—(a.) Forty-eight hours shall constitute a week's work for all workers in the industry, except those hereinafter specifically provided for.

(b.) The hours of labour for stablemen shall be 56 per week extending over seven days.

(c.) The hours of duty for night-watchmen shall not exceed seven days of twelve hours each week.

(d.) Forty-eight hours shall constitute a week's work for horse-drivers, such forty-eight hours to be exclusive of meal-time and also of such time as is required for grooming, harnessing, and unharnessing the horses. Three-quarters of an hour, clear, shall be allowed for meals on the first four working days of the week, and one hour clear on Friday.

2. Rates of Pay.—The following shall be the minimum rate of wage payable to the workers specified:—

	s.	d.	
General labourers	8	0	per day.
Timber sorters	8	0	"
Tallymen	8	6	"
Floor graders	8	0	"
Man who chooses timber for the sawing, dressing, moulding, or turning machine	10	0	"
Boy, under seventeen years of age, engaged in cleaning up the mill or tailing out from a small bench ..	5	0	"
Sawyers—No. 1 bench	10	0	"
No. 2 bench	9	0	"
No. 3 bench	9	0	"
Band saw	9	0	"
Frame saw	9	0	"
Tailer-out	8	6	"
Machinists—			
Shaper	11	6	"
General joiner	11	0	"
Chain morticer	10	6	"
Flooring machinist	10	0	"
Buzzer	8	6	"
Moulder, moulding over five inches	10	0	"
Moulder, moulding under five inches	9	0	"
Tenoner	9	0	"
Sand-paperer working a double machine	9	0	"
Sand-paperer working other machines	8	0	"
Morticer	8	6	"
Thicknesser	8	0	"
Horse-driver, driving one horse	48	0	per week.
Horse-driver, driving two horses	51	0	"
Stableman	48	0	"
Night-watchman	48	0	"

3. Horse-drivers.—(a.) When the horse-driver is engaged driving two horses for more than eight hours in any one week he shall be entitled to be paid at the rate of 1s. 0¼d. per hour for the whole of the time he is so engaged.

(b.) All drivers shall be entitled to the following holidays on full pay, namely:—Christmas Day, Boxing Day, Eight Hours' Day, Good Friday, Easter Monday, and New Year's Day. If required to work on any of the said days the driver shall be entitled to double rate for such day.

(c.) Drivers having the feeding of horses shall be paid extra for feeding and stabling according to the following scale:—

	s.	d.	
Drivers feeding and stabling one horse	2	0	per week.
" " two horses	3	0	"
" " three horses	3	6	"
" " four or more horses, 1s. per horse per week.			"

4. Stablemen.—(a.) Each stableman shall be allowed one Sunday off each month in respect of which no deduction shall be made from his weekly wages.

(b.) If the stableman is required to live at the stables the employer shall provide reasonable accommodation for him free of charge.

5. Night-watchmen, if called upon in the night time to do work other than that of tending to boiler-fires shall be paid at the rate of 6d. per hour for the time so occupied, in addition to the watchman's wage.

6. Overtime.—Overtime at the rate of time and a-quarter shall be paid for all time worked after the hour of 5 p.m. on Monday, Tuesday, Wednesday, Thursday, and Friday, and after the hour of noon on Saturday of each week.

Provided that in the case of horse-drivers, overtime shall not include time spent in harnessing and grooming the horse, and that overtime shall not be deemed to have commenced unless the driver shall be more than fifteen minutes late in returning to the yard.

[The Court is of opinion that, owing to the nature of the horse-driver's employment, there shall be a few minutes "give and take" on either side, hence the exemption in the latter portion of the foregoing proviso, but the said exemption is not to be deemed to confer upon the employer the arbitrary right of working the driver for an extra period of fifteen minutes per day.]

This clause shall not be deemed to apply to watchmen or stablemen.

7. Payment.—All wages shall be paid weekly immediately on the completion of the week's work.

8. Record.—Each employer shall keep a record of the time worked and the wages paid to each worker, including overtime, and the said record shall be available to the secretary or other person appointed by the union at least once in every month during working hours.

9. Incompetent Workmen.—A worker who is unable to earn the minimum rate hereby prescribed may be employed at a lesser rate which shall be agreed upon in writing between the worker and the secretary of the workers' union.

If within seven days after being notified in writing of the worker's desire to work at a lower rate of wage than that prescribed, the said secretary and worker are unable to agree upon a lower rate, then the worker may apply in writing to the nearest resident or police magistrate to fix such lower rate of wage.

The worker shall give such secretary two days' notice in writing of his intention to apply to the magistrate, and the said secretary or his agent may attend and oppose the application.

The magistrate may fix the rate of wage, and his decision shall be final.

Any worker whose wage shall have been so fixed may work for and be employed by an employer for such wage for the period of six calendar months thereafter, and after the expiration of the said period until fourteen days' notice in writing shall have been given him by the secretary of the union requiring his wage to be again fixed in the manner prescribed by this clause.

Provided always that the employer shall not employ more than one such incompetent worker to every four fully-paid workers or fraction of the first four.

10. Apprentices.—(i.) Apprentices to the machining branch of the industry shall, unless bound by indentures, be engaged under the terms hereinafter set forth. All indentures shall be forthwith registered in the manner hereinafter provided for (Form 1 in Appendix hereto) with the Clerk of the Court of Arbitration. Except as aforesaid, no legal agreement in existence at the date of this award shall be interfered with.

(ii.) They shall not exceed in number one to every four machinists or portion of the first four employed by each employer or firm of employers for the twelve months previous to engaging the apprentice.

(iii.) The term of apprenticeship to the machining branch of the trade shall be five years. A probationary period of six months previous to being bound shall be lawful. Such probationary period shall be deemed portion of the term of apprenticeship.

(iv.) Should any employer from unforeseen circumstances be unable to carry out his obligations to the apprentice, he shall be allowed to transfer the apprentice to complete his term with another employer, but it shall be incumbent upon such former employer to notify the Clerk of the Court of Arbitration of the date of such transfer and when such apprenticeship commenced. (Form 2 in the Appendix hereto.)

(v.) In the absence of indentures, apprentices shall be bound for the term and on the conditions herein provided and subject to the following provisions:—

(a.) Any employer taking an apprentice shall give notice thereof to the Clerk of the Court of Arbitration in the form hereinafter provided (Form 1 in Appendix hereto), and shall be deemed to undertake the duty which he agrees to perform as a duty enforceable under this award, and shall, subject to the provisions of subclause (xii.) hereof, pay the apprentice the rate of wages herein provided.

(b.) At the end of the period of apprenticeship the employer shall give the apprentice a certificate (Form 6 in the Appendix hereto) to show that he has served his apprenticeship. Should the employer at any time before the termination of the apprenticeship desire to dispense with the services of the apprentice he may, with the consent of the apprentice, transfer him to another employer carrying on business within a reasonable distance of the original employer's place of business willing to continue to teach the apprentice and to pay the wages prescribed by this award according to the total length of time served, and, generally, to perform the obligations of the original employer. He shall also give to the apprentice a certificate of the time served and of the rate of wages paid, and shall give notice to the Clerk of the Court of Arbitration of such transfer in the form hereinafter provided (Form 2 in the Appendix hereto). It shall not be obligatory upon any employer to find any apprentice another employer if he shall so misconduct himself as to entitle the employer to discharge him, but he shall nevertheless give him a certificate for the time actually served.

(c.) An employer shall be deemed to fail in his duty towards his apprentice if he neglects to keep him constantly at work, but slackness of work may form a proper ground for transferring him to a master willing to undertake the responsibility of teaching him.

(d.) When an apprentice is discharged for cause, the employer shall send a notice in writing of the discharge and the cause thereof, to the Clerk of the Court of Arbitration (Form 3 in Appendix hereto).

(vi.) The minimum weekly wage payable to an apprentice to the machining branch of the timber industry shall be:—

	£	s.	d.
During the first year's service	0	12	6
" second "	0	17	6
" third "	1	2	6
" fourth "	1	10	0
" fifth "	2	0	0

(vii.) Every apprentice shall be bound to submit himself for examination by the Board of Examiners, hereinafter constituted, at the expiration of each period of twelve months of his service. Notice of his intention to submit himself for examination shall be given by the apprentice to the Clerk of the Court of Arbitration at least fourteen days before the termination of each twelve-monthly period, and may be given in the Form numbered 4 of the Appendix hereto. Every such notice shall be accompanied by a fee of 2s. 6d.

(viii.) Upon the receipt of such notice the Clerk of the Court of Arbitration will furnish the apprentice with an examination certificate in the Form 5 of the Appendix hereto.

(ix.) The Clerk of the Court will notify the Board of Examiners of the names and addresses of all candidates desirous of submitting themselves to examination. The examination will be held at the place where the apprentice is employed, and it shall be the duty of each employer to provide such necessary material and machinery as may be required, and in all respects to facilitate the conduct of the examination.

(x.) The examination will be held during the month of August in each year on a date to be fixed by the Board of Examiners. The Board of Examiners shall consist of two persons skilled in the machining branch of the industry, one to be nominated by the union and the other to be nominated by the employers. Failing any nomination by either of the parties referred to, a Board of Examiners may be constituted by the Court. In the event of a disagreement between the members of the Board the matter in dispute shall be referred to a third person agreed to by them or nominated by the Court or President thereof at the request of either member. The Board of Examiners will examine the work of and enquire into the diligence of each apprentice and as to the opportunities provided by the employer to each apprentice to learn.

(xi.) The Board will report to the Court in writing as to the result of each examination. Every apprentice shall be bound to produce to the Board of Examiners his examination certificate hereinbefore referred to, and the same shall be kept by the examiners and returned to the apprentice with the necessary endorsement at the conclusion of the examination.

(xii.) It shall be lawful for the employer to withhold the increase in wages accruing to the apprentice in accordance with the scale set forth in subclause (vi.) hereof from any apprentice who fails to satisfy the examiners.

(xiii.) If the Board of Examiners reports to the Court that any employer has not provided sufficient opportunity for the apprentice to learn, the employer shall be deemed *prima facie* guilty of a breach of this award under Section 88 of the Act, and may be summoned before the Court. Upon any such proceeding the report may be received in evidence.

(xiv.) Such fees shall be paid by the Clerk to the examiners as the Court shall allow.

IN WITNESS WHEREOF this Award has been signed by the President of the Court, and the seal of the Court has been hereto affixed this sixteenth day of June, One thousand nine hundred and ten, the time for making this award having been extended to and inclusive of the present instant.

[Seal.] (Sgd.) R. B. BURNSIDE,
President.

APPENDIX.

Form 1. (Clause 10, subclauses (i.) and (v.) (a.) of Award.)
To the Clerk of the Court of Arbitration.

You are requested to register the indenture of apprenticeship to the machining branch of the Timber industry, entered into the _____ day of _____, 19____, between _____ (employer's name) and _____ (apprentice's name) and _____ (parent or guardian).
The term of the said apprenticeship is _____ years from the _____ day of _____, 19____, and the wages agreed to be paid during the said term are as follow:--(Set out wages.)
Dated the _____ day of _____, 19____.
.....(Employer's signature).
Witness.....
.....(Apprentice's signature).
Witness.....
Signature of parent or guardian.....
Witness.....

Form 2. (Clause 10, subclauses (iv.) and (v.) (b.) of Award.)
To the Clerk of the Court of Arbitration.

Notice is hereby given that _____, who entered my employ as an apprentice on the _____ day of _____, 19____, has been transferred to the employment of _____.
Dated the _____ day of _____, 19____.
Signature of former employer.....
Signature of new employer.....
Witness.....

Form 3. (Clause 10, subclause (v.) (d.) of Award.)
To the Clerk of the Court of Arbitration.

I hereby give notice that I have this day discharged from my employment as an apprentice to the machining branch of the Timber industry who entered my service on the _____ day of _____ 19
The cause of the said discharge was _____
Dated the _____ day of _____ 19 _____
.....(Signature of Employer).

Form 4. (Clause 10, subclause (vii.) of Award.)
To the Clerk of the Court of Arbitration.

I hereby give notice of my desire to be examined in the trade of machining in the Timber industry, at the next examination.
I enclose fee of 2s. 6d.
Dated this _____ day of _____, 19 _____
Name.....
Occupation.....
Address (where employed).....

Form 5. (Clause 10, subclause (viii.) of Award.)
Examination Certificate.

The bearer, _____, is entitled to submit himself for examination at the ensuing examination as an apprentice to the machining branch of the Timber industry.
Previous term served _____ years _____ months.
Dated this _____ day of _____, 19 _____
.....
Clerk of the Court of Arbitration.

To the Board of Examiners.

Endorsement.

We certify that we have examined the within mentioned _____ as to his capabilities in the machining branch of the Timber industry, and we find that he has (or has not) made such progress as to entitle him to the allowance in wages under Clause 10, subclause (vi.) of the Award of 1910.
The reason for such incapacity is, in our opinion, due to the fault of the _____

Form 6. (Clause 10, subclauses (v.) (b.) and (xi.) of Award.)
Western Australia.
Certificate of Competency.

This is to certify that _____ of _____ has served his full term of apprenticeship to the machining branch of the Timber industry.

Signature of Employer.....

This is to certify that the above-named apprentice has passed all examinations in accordance with the award of the Court of Arbitration.

Dated the _____ day of _____, 19 _____
.....
.....

Signature of Board of Examiners.

COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 5/1910.

Between Perth Electric Tramway Employees' Union of Workers (hereinafter referred to as "the Union"), Applicant, and Perth Electric Tramways, Limited, (hereinafter included under the designation "the employer"), Respondent.

AWARD.

The Court of Arbitration of Western Australia (hereinafter called "the Court") having taken into consideration the matter of the above-mentioned dispute, and having heard the union and the employer by their respective representatives duly appointed, and having heard the witnesses called and examined on behalf of the union and the employer, and cross-examined by the parties respectively, doth hereby order and award that as between the union and the members thereof and the employer the terms, conditions, and provisions contained in the schedule hereto shall be binding upon the union and the members thereof and upon the employer, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated into and declared to form part of this award: And further that the union and every member thereof and the employer shall respectively do, observe, and perform every matter and thing by the said terms, conditions, and provisions on the part of the union and the members thereof and on the part of the employer respectively required to be done, observed, and performed, and shall not do anything in contravention of the said terms, conditions, and provisions, but shall in all respects abide by and observe and perform the same: And the Court

doth further order that this award shall apply to Tramway employees, and that it shall operate as from the first day of July, One thousand nine hundred and ten, until the first day of July, One thousand nine hundred and eleven, and thenceforward from year to year, subject to the right of any party interested to apply to amend, alter, or revise the same.

THE SCHEDULE HEREINBEFORE REFERRED TO.

1. *Hours*.—Ninety-six hours shall constitute a fortnight's work. No employee shall work more than five hours between meals.

2. *Wages*.—Motormen and conductors after passing the necessary examination and on being passed into the employer's service shall receive a minimum wage of One shilling per hour.

A man in charge of a one-man car shall be paid an additional One shilling per shift.

Car examiners, controller cleaners, brake gear hands, pit hands, car washers, and track hands shall be paid not less than One shilling per hour.

Employees engaged to work upon "specials" after 12.30 a.m. shall be paid at least a sum equivalent to four hours' ordinary pay.

3. *Overtime*.—Overtime shall be paid for at the rate of time and a-quarter and shall be deemed to have commenced immediately after the worker shall have completed ten hours in any one day, or ninety-six hours in the fortnight.

4. *Meal-time*.—One hour shall be the recognised meal-time, but under special circumstances the meal-time may be reduced to thirty minutes.

5. *Night Shifts*.—No motorman or conductor shall be required to work on night shifts for more than six consecutive nights.

No employee shall be called upon to work more than twelve hours in any one day.

All motormen and conductors shall take their turn in rotation on Sunday shifts.

6. *Specials*.—Where an employee is called upon to work a "special" within one hour after having worked his shift he shall be paid from the time his last shift ended up to the time he works the special. In the case of crews kept on duty for special events they shall be paid for such time as they are held, irrespective of whether the cars are running or not.

7. *Time inspecting Cars*.—Five minutes shall be allowed for taking cars out of the barn on first shift up to 9 a.m. to enable crews to see they are in good working order. Ten minutes each way shall be allowed on Beaufort Street cars in addition to the above.

8. *Sunday Emergency*.—Employees reporting for Sunday emergency work shall be paid for time reporting—One shilling in the morning, One shilling and sixpence in the day, and Two shillings in the evening, in addition to the time worked, if any.

9. *Shed hands acting as Motormen*.—If a shed hand acts as a motorman or conductor after having worked a shift in the shed he shall be paid at overtime rates.

10. *Pay Days*.—Wages shall be paid on alternate Thursdays and shall include all wages for the two weeks ending on the previous Sunday night.

11. *Holidays*.—Every employee shall be entitled to a holiday of seven continuous days (including Sunday) on full pay each year, and also, if an employee so desires, to another seven continuous days without pay, making fourteen continuous days in all.

In case the period of service is less than one year the employee shall be entitled to an equivalent of a half-day for each month served.

12. *Examinations*.—All students shall be examined within one month of starting and shall be passed into the service as soon as qualified.

13. *Change*.—Whenever students require change the necessary cash shall be supplied by the employer.

14. *Trailers*.—If a sudden rush of traffic should make it necessary to attach one trailer to a bogie car, or two trailers to an ordinary car, the conductor shall run a trip without increase to his payment, but if it is necessary to run more than one trip with a trailer attached he shall be given assistance, or be paid 1s. 6d. for each trip with a trailer.

15. *Badges*.—When off duty and travelling free it shall not be incumbent upon employees to wear badges, but they must exhibit such badges when required by the conductor.

Should the employer alter the present method of collecting fares to a ticket system this clause shall not apply.

16. *Reports*.—For the employer's detail work twelve hours shall be allowed the employees to furnish their report, but accidents involving injury to persons or property shall be reported at the earliest moment.

17. *Uniforms*.—The employer shall supply free of cost uniforms as follow:—

To conductors and motormen after the first six months' service: One navy-blue uniform consisting of coat, vest, and trousers, and two blue uniform caps, every twelve months; one rain coat every two years.

To those who are willing to wear them and keep them clean, two white coats every two years. (It will be compulsory for those who take the white coats to wear them during the hot summer months.)

To motormen: One sou'-wester every three years. (It will be compulsory for motormen to wear either the cap or sou'-wester at all times on duty.)

Should the worker leave the employer's service within six months after receiving any of the aforesaid items of uniform, he shall pay the employer half the cost thereof, and return the buttons, and he shall then be entitled to retain the uniform.

18. *Exchanging*.—In cases where any two employees agree between themselves to exchange shifts it shall be permissible for them to do so, provided they give reasonable notice thereof at the office of the employer.

19. *Area*.—This Award shall have effect over that portion of the metropolitan and suburban area as is operated over by the employer's tramways.

IN WITNESS WHEREOF this award has been signed by the President of the Court, and the seal of the Court has been hereto affixed this sixteenth day of June, One thousand nine hundred and ten, the time for making this award having been extended to and inclusive of the present instant.

[Seal]

(Sgd) R. B. BURNSIDE,
President,

COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 9/1910.

Between Australasian Federated Butchers' Employees' Union, West Australian Branch, Perth, W.A. (hereinafter referred to as "the Union"), Applicant, and Fuller, Naughton & Company, Limited; W. Nixon; W. Allen; Holmes Brothers & Company, Limited; W. Neil; D. T. Bantock; W.A. Meat Company; and H. G. Baker (hereinafter included under the designation "the employers"), Respondents.

AWARD.

The Court of Arbitration of Western Australia (hereinafter called "the Court") having taken into consideration the matter of the above-mentioned dispute, and having heard the union and the employers by their respective representatives duly appointed, and having heard the witnesses called and examined on behalf of the union and the employers and cross-examined by the said parties respectively, doth hereby order and award that, as between the union and the members thereof and the employers and each of them, the terms, conditions, and provisions contained in the schedule hereto shall be binding upon the union and the members thereof and the employers and each of them, and that the said terms, conditions, and provisions shall be and they are hereby incorporated into and declared to form part of this award: And further, that the union and the members thereof and the employers and each of them shall respectively do, observe, and perform every matter and thing by the said, terms, conditions, and provisions on the part of the union and the members thereof and on the part of the employers and each of them respectively required to be done, observed, and performed, and shall not do anything in contravention of the said terms, conditions, and provisions, but shall in all respects abide by and observe and perform the same: And the Court doth further order that this award shall apply to the trade or industry of retail butchering, and that it shall come into operation on the sixteenth day of June, One thousand nine hundred and ten, and remain in force for the space of one year from the said date and thenceforward from year to year until any party interested shall apply to amend, alter, or revise the same.

THE SCHEDULE HEREINBEFORE REFERRED TO.

1. The hours of labour for all workers except grooms shall be fifty-five per week, distributed as follows:—

- (a.) On Monday ten hours, with an allowance of two hours for meals.
- (b.) On Tuesday, Thursday, and Friday, eleven hours, with a similar allowance of two hours for meals.
- (c.) On Wednesday eight hours, with an allowance of one hour for breakfast.
- (d.) On Saturday sixteen hours, with an allowance of three hours for meals.

The hours of labour shall commence when required by the employer but shall cease not later than six o'clock p.m. on Monday, Tuesday, Thursday, and Friday; one o'clock p.m. on Wednesday, and nine o'clock p.m. on Saturday.

The hours of labour for a groom and the hours of cessation shall be as arranged by the employer and the groom in each case.

2. The labour of all classes of carters shall be continuous as provided by Clause 3. The labour of other workers shall, at the option of the employer, be continuous as provided by Clause 3, or be broken as provided by Clause 4.

3. Continuous labour shall commence at the hour or hours required by the employer and continue without a break (except for meals) until the hours of labour provided by Clause 1 for the day are completed. No labour, however, shall be continued after the hours of cessation mentioned in that clause.

4. The employers may require any worker or workers (except a carter) to perform his or their hours of labour for any day (except a Wednesday or Saturday) in broken periods, subject to the following provisions:—

- (a.) Such worker or workers shall attend and start work at the hour required by the employer, and shall work during the day when and as so required, but shall cease work not later than the hours of cessation mentioned in Clause 1.
- (b.) The hours of actual work per day shall not exceed those mentioned in Clause 1.
- (c.) No worker shall be required to work as provided by this clause for any less period than a full week, and to each worker so required to work the employer shall pay an extra wage of 5s. per week whilst so working.
- (d.) No worker shall be required to attend for longer than thirteen hours in any one day between 31st October and 1st May, nor longer than twelve hours in any one day at other times.

5. Each employer shall keep at his shop, or at each of them if more than one, a book containing a record of:—

- (a.) The names of all workers employed by him and to whom this award applies;
- (b.) The class of work performed and the wages paid to each such worker;
- (c.) The hours between which the worker is required to attend under Clause 4, and also the hours of work under Clauses 2 and 4.

Such books may be inspected once a week on any week-day except Wednesday and Saturday between the hours of 10 a.m. and 4 p.m.

6. The minimum rate of wage payable weekly in cash to each worker shall be as follows:—

	£	s.	d.
First shopman, first smallgoods man	3	10	0
Other shopmen, smallgoodsmen, and salter	3	0	0
Cutting cart hand who practically conducts a butchering business from a cart	3	0	0
Cart or order hand who cuts orders and delivers and also assists in shop	2	15	0
Carter, groom, and all other workers	2	10	0

Casual hands shall be paid seventeen shillings per day on Saturdays and thirteen shillings per day on other days.

7. Where no groom is employed the carter or carters of whatever class shall attend to the stabling and care of the horses used by them.

8. All work done on Sunday, Good Friday, Easter Monday, Christmas Day, Boxing Day, King's Birthday, Union Picnic Day, and Eight Hours' Day (herein called holidays) shall be subject to the following conditions:—

- (a.) All work done by any worker, except a carter (of any class) and a groom shall be paid for at double rate for the time he is actually employed, but in no case for less than one hour.
- (b.) Carters of all classes shall feed and water the horses used at or in connection with any shop or shops where no groom is kept; provided that each such carter shall perform the work in rotation, and where one carter only is employed he shall be entitled to each alternate holiday.
- (c.) Grooms shall make their own arrangements with their employer.

9. All work done after 1 o'clock p.m. on Wednesday (herein called the half-holiday) shall be subject to the following conditions:—

- (a.) Where a worker, other than a carter of any class and a groom, is employed during the half-holiday he shall be allowed a compensating half-holiday from 1 o'clock on one other day of the week.
- (b.) No worker other than a groom is to be regularly employed on the half-holiday, and the employers shall use their best endeavours to carry out this intention.
- (c.) Carters of all classes shall perform the duties and be subject to similar conditions to those in the preceding clause.
- (d.) Grooms shall make their own arrangements with the employer.

10. No worker who considers himself unable to earn the prescribed minimum (herein called an incapable worker) shall be employed unless on the following conditions:—

- (a.) Such worker shall apply to the secretary of the workers' union stating the class of work he desires to do and the rate he proposes to ask.
- (b.) Within twenty-four hours the said secretary may agree to such worker being so employed. If the secretary omits or refuses to agree, the worker may refer the question to the Chairman of the Conciliation Board of the South-West Industrial District, who, after notice to the worker and secretary, shall decide the question.
- (c.) Such worker may thereupon be employed at the wage and for the work agreed to or decided for a term of six calendar months, and thereafter until fourteen days' written notice to the then employer from the said secretary requiring the worker to re-apply under this clause.

11. *Apprentices.*—(i.) Apprentices to the retail butchering trade shall, unless bound by indentures, be engaged under the terms hereinafter set forth. All indentures shall be forthwith registered in the manner hereinafter provided (Form 1 in the Appendix hereto), with the Clerk of the Court of Arbitration. Except as aforesaid no legal agreement in existence at the date of the issue of this award shall be interfered with.

(ii.) The term of apprenticeship shall be five years. A probationary period of three months previous to being bound shall be lawful. Such probationary period shall be deemed portion of the term of apprenticeship.

(iii.) Should any employer from unforeseen circumstances be unable to carry out his obligations to the apprentice, he shall be allowed to transfer the apprentice to complete his term with another employer; but it shall be incumbent on such former employer to notify the Clerk of the Court of Arbitration of the date of such transfer and when such apprenticeship commenced. (Form 2 in the Appendix hereto.)

(iv.) In the absence of indentures, apprentices shall be bound for the terms and on the conditions herein provided and subject to the following provisions:—

- (a.) Any employer taking an apprentice shall give notice thereof to the Clerk of the Court of Arbitration in the form hereinafter provided (Form 1 in the Appendix hereto) and shall be deemed to undertake the duty which he agrees to perform as a duty enforceable under this award, and shall, subject to the provisions of subclause (xi.) hereof pay the apprentice the rate of wage herein provided.
- (b.) At the end of the period of apprenticeship the employer shall give the apprentice a certificate (Form 6 in the Appendix hereto), to show that he has served his apprenticeship. Should the employer at any time before the termination of the apprenticeship desire to dispense with the services of the apprentice he may, with the consent of the apprentice, transfer him to another employer carrying on business within a reasonable distance of the original employer's place of business, willing to continue to teach the apprentice and to pay the wage prescribed by this award according to the total length of time served, and generally to perform the obligations of the original employer. He shall also give to the apprentice a certificate of the time served and of the rate of wages paid and shall give notice to the Clerk of the Court of Arbitration of such transfer in the form hereinafter provided (Form 2 in Appendix hereto). It shall not be obligatory upon any employer to find an apprentice another employer if he shall so misconduct himself as to entitle the employer to discharge him, but he shall nevertheless give him a certificate for the time actually served.
- (c.) An employer shall be deemed to fail in his duty towards the apprentice if he neglects to keep him constantly at work, but slackness of work may form a proper ground for transferring him to a master willing to undertake the responsibility of teaching him.

- (d.) When an apprentice is discharged for cause the employer shall send notice in writing of the discharge and the cause thereof to the Clerk of the Court of Arbitration (Form 3 in the Appendix hereto).
- (v.) The minimum weekly wage payable to an apprentice shall be:—

	£	s.	d.
During the first year of service	0	10	0
During the second year of service	1	0	0
During the third year of service	1	10	0
During the fourth year of service	2	0	0
During the fifth year of service	2	10	0

(vi.) Every apprentice shall be bound to submit himself for examination by a Board of Examiners hereinafter constituted at the expiration of each period of twelve months of his service. Notice of his intention to submit himself for examination shall be given by the apprentice to the Clerk of the Court of Arbitration at least fourteen days before the termination of each twelve-monthly period and may be given in the form numbered 4 of the Appendix hereto. Every such notice shall be accompanied by a fee of 2s. 6d.

(vii.) Upon the receipt of such notice the Clerk of the Court of Arbitration will furnish the apprentice with an examination certificate in the form 5 of the Appendix hereto.

(viii.) The Clerk of the Court will notify the Board of Examiners of the names and addresses of all candidates desirous of submitting themselves to examination. The examination will be held at the place where the apprentice is employed, and it shall be the duty of each employer to provide such necessary material and machinery as may be required, and in all ways to facilitate the examination.

(ix.) The examination will be held during the month of August in each year on a date to be fixed by the Examiners.

The Board of Examiners shall consist of the secretary of the workers' union, or such other person as may be nominated by the union in his stead, and a person skilled in the trade to be nominated by the majority of the employers carrying on business within the area to which this award applies, or failing such nomination, such person as may be appointed for that purpose by the Court. In the event of a disagreement between the members of the Board the matter in dispute shall be referred to a third person agreed to by them or nominated by the Court or the President thereof at the request of either member. The Board of Examiners will examine the work of and enquire into the diligence of each apprentice and as to the opportunities provided by the employer to each apprentice to learn.

(x.) The Board will report to the Court in writing as to the result of each examination. Every apprentice shall be bound to produce to the Board of Examiners his examination certificate hereinbefore referred to, and the same shall be kept by the examiners and returned to the apprentice with the necessary endorsement at the conclusion of the examination.

(xi.) It shall be lawful for the employer to withhold the increase in wages accruing to the apprentice in accordance with the scale set forth in subclause (v.) hereof from any apprentice who fails to satisfy the examiners.

(xii.) If the Board of Examiners reports to the Court that any employer has not provided sufficient opportunity for the apprentice to learn, the employer shall be deemed to be *prima facie* guilty of a breach of this award under Section 88 of the Act, and may be summoned before the Court. Upon any such proceeding the report may be received in evidence.

(xiii.) Such fees shall be paid by the Clerk to the Examiners as the Court shall allow.

12. No employer shall employ more than one apprentice, improver, or incapable worker unless he employs more than three fully-paid workers, in which case such employer may employ an apprentice, improver, or incapable worker for each two fully-paid workers employed by him.

IN WITNESS WHEREOF this Award has been signed by the President of the Court and the seal of the Court was hereto affixed this sixteenth day of June, One thousand nine hundred and ten.

[Seal]

(Sgd) R. B. BURNSIDE,
President.

APPENDIX.

Form 1. (Clause 11, Subclauses (i.) and (iv.) (a.) of Award.

To the Clerk of the Court of Arbitration.

You are requested to register the indenture of apprenticeship to the Retail Butchering trade entered into the _____ day of _____, 19____, between (Employer's name) and _____ (Apprentice's name) and (Parent or Guardian).

The term of the said apprenticeship is _____ years from the _____ day of _____, 19____, and the wages agreed to be paid during the said term are as follow:—

(Set out wages.)
Dated the _____ day of _____, 19____.
.....Employer's Signature.
Witness.....Apprentice's signature.
Witness.....Signature of Parent or Guardian.
Witness.....

Form 2. (Clause 11, Subclauses (iii.) and (iv.) (b.) of Award).

To the Clerk of the Court of Arbitration.

Notice is hereby given that _____ who entered my employ as an apprentice on the _____ day of _____, 19____, has been transferred to the employment of _____

Dated the _____ day of _____, 19____.
Signature of former employer.....
Signature of new employer.....
Witness.....

Form 3. (Clause 11, Subclause (iv.) (d.) of Award).

To the Clerk of the Court of Arbitration.

I hereby give notice that I have this day discharged from my employment as an apprentice to the Retail Butchering trade who entered my service on the day of , 19 . The cause of the said discharge was Dated the day of 19 . Signature of employer.

Form 4. (Clause 11, Subclause (vi.) of Award).

To the Clerk of the Court of Arbitration.

I hereby give notice of my desire to be examined in the art or trade of Retail Butchering at the next examination. I enclose fee of 2s. 6d. Dated this day of 19 . Name Occupation Address (where employed)

Form 5. (Clause 11, Subclause (vii.) of Award).

Examination Certificate.

The bearer, is entitled to submit himself for examination at the ensuing examination as an apprentice to the Retail Butchering trade. Previous time served years months. Dated the day of 19 . Clerk of the Court of Arbitration.

To the Board of Examiners.

Endorsement.

We certify that we have examined the within-mentioned as to his capabilities in the Retail Butchering trade and we find that he has (or has not) made such progress as to entitle him to the allowance in wages under Clause 11, Sub-clause (v.) of the Award of 1910. The reason for such incapacity is, in our opinion, due to the fault of the

Form 6. (Clause 11, Subclauses (iv.) (b.) and (x.) of Award).

Western Australia.

Certificate of Competency.

This is to certify that has served his full term of apprenticeship to the Retail Butchering trade. Signature of Employer This is to certify that the above-named apprentice passed all examinations in accordance with the award of the Court of Arbitration. Dated the day of 19 . Signature of Board of Examiners.

COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 9/1910.

Between the Australasian Federated Butchers' Employees' Union, West Australian Branch, Perth, W.A. (hereinafter referred to as "the Union"), Applicant, and Baker Brothers; W. Neil; Copley & Company; Forrest, Emanuel & Company, Limited; and Connor, Doherty & Durack, Limited (hereinafter included under the designation "the Employers"), Respondents.

AWARD.

The Court of Arbitration of Western Australia (hereinafter called "the Court") having taken into consideration the matter of the above-mentioned dispute, and having heard the union and the employers by their respective representatives duly appointed, and having heard the witnesses called and examined on behalf of the union and of the employers and cross-examined by the said parties respectively, doth hereby order and award that, as between the union and the members thereof and the employers and each of them, the terms, conditions, and provisions contained in the schedule hereto shall be binding upon the union and the members thereof and upon the employers and each of them, and that the said terms, conditions, and provisions shall be deemed to be and they are hereby incorporated into and declared to form part of this award: And further, that the union and the members thereof and the employers and each of them shall respectively do, observe, and perform every matter and thing by the said terms, conditions, and provisions on the part of the union and the members thereof and on the part of the employers and each of them respectively required to be done, observed, and performed, and shall not do anything in contravention of the said terms, conditions, and provisions, but shall in all respects abide by and observe and perform the same: And the Court doth further order that this award shall apply to the Slaughtering trade, and that it

shall operate and have effect over an area comprised within a radius of twenty-five miles from the General Post Office of the City of Perth: And further, that this award shall have effect from the sixteenth day of June, One thousand nine hundred and ten, until the sixteenth day of June, One thousand nine hundred and eleven, and shall operate thenceforward from year to year, subject to the right of any party interested to apply to amend, alter, or revise the same.

THE SCHEDULE HEREINBEFORE REFERRED TO.

1. In this Award—

The term "Slaughterman" shall mean one who kills and skins oxen, sheep, and lambs for the purpose of local consumption or for export.

The term "Scalder" shall mean one who scalds, dresses calves' heads, tripes, cow-heels, trotters, etc.

The term "Tallowman" shall mean one who attends to the digester, boiler, or other means adopted to render fat.

The terms "Trolleyman," "Beef-carters," and "Other carters," referred to in Clause 4 of this award, are intended to apply only to men who do the actual beef-carting work, including the loading, unloading, and driving of the cart; and the wages prescribed in the said clause are not intended to apply to a boy or other person who, after a cart has been loaded, merely drives it to its destination and back again, nor to a person who is engaged in driving a horse and cart about a slaughter-yard or in carting material other than beef.

2. The hours of work for slaughtermen and for all other employees engaged in the slaughtering industry, save and except those whose hours are hereinafter specifically mentioned, shall be forty-eight per week; provided that in the case of slaughtermen, scalders, and tallowmen, not more than ten hours shall be worked on any one day, except on payment of overtime rate as hereinafter mentioned.

The hours of work for slaughtermen's assistants shall be fifty-three per week; provided always that not more than ten hours shall be worked in any one day, except on payment of the overtime rate hereinafter prescribed for all time worked in excess of ten hours.

The hours of work for trolleyman and beef-carters shall be sixty per week; provided always that not more than twelve hours shall be worked in one day, except on payment of the overtime rate hereinafter prescribed for all time worked in excess of twelve hours.

The mid-day meal hour shall be between 12 noon and 1 p.m.

3. Work shall commence during the summer months when practicable, provided that should the employer deem it advisable to delay the start until after the hour of 10 a.m., he shall pay the worker one quarter of an hour's pay for every hour's delay after 10 a.m.

During the winter months work shall commence at 8 a.m. "Winter" shall be deemed to be from 1st May to 30th September, both inclusive.

4. The minimum wage payable by an employer to a worker shall be as follows:—

	£	s.	d.	
Slaughterman	3	10	0	per week
Slaughterman's Assistant	2	8	0	"
Scalder, Tallowman	2	8	0	"
Scalder who kills and dresses pigs	2	10	0	"
Trolleyman, Beef-carter (driving 2 horses)	3	0	0	"
Other Carters	2	15	0	"
Casual Slaughterman	0	12	0	per day of eight hours
Casual Scalder	0	10	0	"
Casual Labourer	0	8	0	"

Any person required to do beef lumping shall be paid 6d. per hour in addition to his ordinary wage for all time so engaged.

5. Overtime at the rate of time and a-half shall be paid for—

- (a.) All time worked by slaughtermen, scalders, and tallowmen beyond ten hours in any one day;
- (b.) All time worked by slaughtermen's assistants beyond ten hours in any one day;
- (c.) All time worked by trolleyman and beef carters beyond twelve hours in any one day;
- (d.) All time in excess of eight hours in any one day worked by any casual employee.

6. All work done on Eight Hours' Day, Christmas Day, New Year's Day, Saturday, and Butchers' Picnic Day (which shall be on some day between the 1st May and 1st September) shall be paid for at double time rates.

7. A worker who is unable to earn the minimum rate of wage hereby prescribed may be employed at a lesser rate of wage, which shall be agreed on in writing between the worker and the secretary of the workers' union.

If within seven days after being notified in writing of the worker's desire to work at a lower rate of wages than that prescribed the said secretary and worker are unable to agree upon a lower rate, then the worker may apply in writing to the nearest resident or police magistrate to fix such lower rate of wage.

The worker shall give such secretary two days' notice in writing of his intention to apply to the magistrate, and the said secretary or his agent may attend and oppose the application.

The magistrate may fix the rate of wage, and his decision shall be final.

Any worker whose wage shall have been so fixed may work for and be employed by an employer for such less wage for the period of six calendar months thereafter, and after the expiration of the said period until fourteen days' notice in writing shall have been given him by the secretary of the union requiring his wage to be again fixed in the manner prescribed by this clause.

8. Apprentices.—(i.) Apprentices to the slaughtering trade shall, unless bound by indentures, be engaged under the terms hereinafter set forth. All indentures shall be forthwith registered in the manner hereinafter provided for (Form 1 in Appendix hereto) with the Clerk of the Court of Arbitration. Except as aforesaid no legal agreement in existence at the date of this award shall be interfered with.

(ii.) They shall not exceed in number one to every four slaughtermen employed, or one apprentice to every two slaughtermen where less than four slaughtermen are employed by each employer or firm of employers for the twelve months previous to engaging the apprentice.

(iii.) The term of apprenticeship to the slaughtering trade shall be five years. A probationary period of six months previous to being bound shall be lawful. Such probationary period shall be deemed portion of the term of apprenticeship.

(iv.) Should any employer from unforeseen circumstances be unable to carry out his obligations to the apprentice, he shall be allowed to transfer the apprentice to complete his term with another employer, but it shall be incumbent on such former employer to notify the Clerk of the Court of Arbitration of the date of such transfer and when such apprenticeship commenced. (Form 2 in the Appendix hereto.)

(v.) In the absence of indentures, apprentices shall be bound for the terms and on the conditions herein provided and subject to the following provisions:—

(a.) Any employer taking an apprentice shall give notice thereof to the Clerk of the Court of Arbitration in the form hereinafter provided (Form 1 in Appendix hereto), and shall be deemed to undertake the duty which he agrees to perform as a duty enforceable under this award, and shall, subject to the provisions of subclause (xii.) hereof pay the apprentice the rate of wages herein provided.

(b.) At the end of the period of apprenticeship the employer shall give the apprentice a certificate (Form 6 in the Appendix hereto), to show that he has served his apprenticeship. Should the employer at any time before the termination of the apprenticeship desire to dispense with the services of the apprentice he may, with the consent of the apprentice, transfer him to another employer carrying on business within a reasonable distance of the original employer's place of business willing to continue to teach the apprentice and to pay the wages prescribed by this award according to the total length of time served and, generally, to perform the obligations of the original employer. He shall also give to the apprentice a certificate of the time served, and of the rate of wages paid, and shall give notice to the Clerk of the Court of Arbitration of such transfer in the form hereinafter provided (Form 2 in the Appendix hereto). It shall not be obligatory upon any employer to find the apprentice another employer if he shall so misconduct himself as to entitle the employer to discharge him, but he shall nevertheless give him a certificate for the time actually served.

(c.) An employer shall be deemed to fail in his duty towards his apprentice if he neglects to keep him constantly at work, but slackness of work may form a proper ground for transferring him to a master willing to undertake the responsibility of teaching him.

(d.) When an apprentice is discharged for cause, the employer shall send a notice in writing of the discharge and the cause thereof to the Clerk of the Court of Arbitration (Form 3 in Appendix hereto).

(vi.) The minimum weekly wage payable to an apprentice shall be:—

	£	s.	d.
During the first year's service	1	0	0
During the second year's service	1	10	0
During the third year's service	2	0	0
During the fourth year's service	2	10	0
During the fifth year's service	3	0	0

(vii.) Every apprentice shall be bound to submit himself for examination by the Board of Examiners hereinafter constituted at the end of each period of twelve months of his service. Notice of his intention to submit himself for the examination shall be given by the apprentice to the Clerk of the Court of Arbitration at least fourteen days before the termination of each twelve-monthly period, and may be given in the form numbered 4 of the Appendix hereto. Every such notice shall be accompanied by a fee of 2s. 6d.

(viii.) Upon receipt of such notice the Clerk of the Court of Arbitration will furnish the apprentice with the examination certificate in the Form 5 of the Appendix hereto.

(ix.) The Clerk of the Court of Arbitration will notify the Board of Examiners of the names and addresses of all candidates desirous of submitting themselves for examination. The examination will be held at the place where the apprentice is employed, and it shall be the duty of each employer to provide such necessary material and machinery as may be required, and in all ways to facilitate the conduct of the examination.

(x.) The examination will be held in the month of August in each year on a date to be fixed by the Board of Examiners. The Board of Examiners shall consist of two persons skilled in the slaughtering trade, one to be nominated by the union and the other to be nominated by the employers. Failing any nomination by either of the parties referred to, a Board of Examiners may be constituted by the Court. In the event of a disagreement between the members of the Board the matter in dispute shall be referred to a third person agreed to by them or nominated by the Court or the President thereof at the request of either member. The Board of Examiners will examine the work of, and inquire into the diligence of each apprentice and as to the opportunities provided by the employer to each apprentice to learn.

(xi.) The Board will report to the Court in writing as to the result of each examination. Every apprentice shall be bound to produce to the Board of Examiners his Examination Certificate hereinbefore referred to, and the same shall be kept by the examiners and returned to the apprentice with the necessary endorsement at the conclusion of the examination.

(xii.) It shall be lawful for the employer to withhold the increase in wages accruing to the apprentice in accordance with the scale set forth in subclause (vi.) hereof, from any apprentice who fails to satisfy the Examiners.

(xiii.) If the Board of Examiners reports to the Court that any employer has not provided sufficient opportunity for the apprentice to learn, the employer shall be deemed *prima facie* guilty of a breach of this award under Section 88 of the Act, and may be summoned before the Court. Upon any such proceeding the report may be received in evidence.

(xiv.) Such fees shall be paid by the Clerk to the Examiners as the Court shall allow.

IN WITNESS WHEREOF this award has been signed by the President of the Court and the seal of the Court has been hereto affixed this sixteenth day of June, One thousand nine hundred and ten.

[Seal] (Sgd) R. B. BURNSIDE, President.

APPENDIX.

Form 1. (Clause 8, Subclauses (i.) and (v.) (a.) of the Award.) To the Clerk of the Court of Arbitration.

You are requested to register the indenture of apprenticeship to the Slaughtering trade entered into the day of between and and (Employer's name) (Apprentice's name) Parent or Guardian.

The term of the said apprenticeship is years from the day of 19 and the wages agreed to be paid during the said term are as follows:—

(Set out wages). Dated the day of 19 (Employer's signature). Witness (Apprentice's signature) Witness Signature of Parent or Guardian Witness

Form 2. (Clause 8, Subclauses (iv.) and (v.) (b.) of Award.) To the Clerk of the Court of Arbitration.

Notice is hereby given that who entered my employ as an apprentice on the day of 19 has been transferred to the employment of Dated the day of 19 Signature of former Employer Signature of new Employer Witness

Form 3. (Clause 8, Subclause (v.) (d.) of Award.) To the Clerk of the Court of Arbitration.

I hereby give notice that I have this day discharged from my employment as an apprentice to the Slaughtering trade who entered my service on the day of 19 The cause of the said discharge was Dated the day of 19 Signature of Employer

Form 4. (Clause 8, Subclause (vii.) of Award.) To the Clerk of the Court of Arbitration.

I hereby give notice of my desire to be examined in the trade of Slaughtering, at the next examination. I enclose fee of 2s. 6d. Dated this day of 19 Name Occupation Address where employed

Form 5. (Clause 8, Subclause (viii.) of Award.) Examination Certificate.

The bearer is entitled to submit himself for examination at the ensuing examination as an apprentice to the Slaughtering trade. Previous term served years months. Dated this day of 19 Clerk of Court of Arbitration.

To the Board of Examiners.

Endorsement.

We certify that we have examined the within-mentioned as to his capabilities in the Slaughtering trade, and we find that he has (or has not) made such progress as to entitle him to the allowance in wages under Clause 8, Subclause (vi.) of the Award of 1910.

The reason for such incapacity is in our opinion due to the fault of the

Form 6. (Clause 8, Subclauses (v.) (b.) and (xi.) of Award.) Western Australia. Certificate of Competency.

This is to certify that of has served his full term of apprenticeship to the Slaughtering trade. Signature of Employer This is to certify that the above-named apprentice has passed all examinations in accordance with the Award of the Court of Arbitration. Dated the day of 19 Signature of Board of Examiners.