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[1910.

COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 11/1910.

Between the Coastal Painters' and Paperhangers' Industrial Union of Workers (hereinafter called "the union") Applicant, and Wasley Bros.; F. Fleming; Thos. Scale; P. Goatcher; P. Dillon, and J. Foster (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 an industrial 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 by and 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 set out 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 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 industry or trades of painting, glazing and decorating, paper-hanging and sign-writing, and shall operate over an area comprised within a radius of twenty miles from the General Post Office of the City of Perth: And further that it shall come into operation on the eighteenth day of July, One thousand nine hundred and ten,

and shall continue in force for the period of one year from the said date and shall operate thenceforward from year to year subject to the right of any party thereto to apply, to amend, alter or revise the same.

THE SCHEDULE HEREINBEFORE REFERRED TO.

1. Forty-eight hours shall constitute a week's work.
2. The minimum rate of pay for all workers other than signwriters shall be one shilling and threepence per hour.
Signwriting shall be paid at the rate of 1s. 6d. per hour.
3. Overtime shall be worked when considered necessary by the employer, and shall be paid for at the following rates:—
For the first two hours after the usual knocking off time, time and a-quarter;
After the first two hours until midnight, time and a-half;
After midnight until the usual time for starting in the morning, double time.
4. Workers shall be paid at the shop or on the job within fifteen minutes after ceasing work. When a worker is discharged before the usual pay time he shall be paid when he ceases work the wages then due to him.
5. Meal money of 1s. shall be paid to all workers who are required to work overtime for more than two hours after leaving-off time unless they have been notified the day before.
6. Workers shall be employed by the hour only.
7. Any worker required to travel to any job outside a radius of one mile from the employer's premises shall have his fare by tram, train, or boat paid by the employer; and where a job is outside a radius of twenty miles from the General Post Office, Perth, or if the distance is inconvenient for daily travelling, the worker shall be paid 1s. per day in addition to his daily wage.
8. 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.
9. (i) Apprentices to the painting and decorating, paperhanging or signwriting shall, unless bound by indentures, be engaged under the terms hereinafter set forth. All indentures shall be registered within thirty days in the manner hereinafter provided (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 the issue of this award shall be interfered with.
(ii) They shall not exceed in number one to every four or fraction of four journeymen employed by each employer or firm of employers at the trades of painting and decorating, paper-hanging or signwriting, for the twelve consecutive months previous to engaging the apprentice.
The apprentices shall be apportioned to the number of journeymen engaged in each branch of the trade.
(iii) The term of apprenticeship to the painting, glazing and decorating, paperhanging or signwriting trade 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.
(iv) Should any employer from unforeseen circumstances be unable to carry out his obligations to the apprentice, he shall be allowed to transfer the apprenticeship 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 terms and on the conditions herein provided and subject to the following provisions:—
(a) Any employer taking an apprentice shall within thirty days thereafter 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 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 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.

- (e) 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 notice in writing of the discharge and the cause thereof to the said 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 of his term	10	0
During the second year of his term	15	0
During the third year of his term	20	0
During the fourth year of his term	25	0
During the fifth year of his term	35	0

(vii) Every apprentice shall be bound to submit himself to examination by the Board of Examiners hereinafter constituted, at the expiration of each period of one year of his service. Notice of his intention to submit himself to examination shall be given by the apprentice to the Clerk of the Court of Arbitration in form numbered 4 of the appendix hereto at least fourteen days before the termination of each yearly period. 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 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 ways to facilitate the conduct of the examination.

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

(xv) If facilities are provided at the Technical College any apprentice shall, during at least two years of his apprenticeship, attend on at least two nights in each week the classes in painting, decorating, or other branches of the trade at the said College, the fees thereof to be paid by the employer, and shall not be admitted as a journeyman unless he obtains certificates from the Technical College of having so attended.

9. Double time rate shall be paid for work performed on the following days:—

Good Friday, Eight Hours' Day, Christmas Day, Boxing Day, New Year's Day, and Sunday.

10. The workers shall be required to provide themselves with the following tools:—

Putty knives, strippers, scissors, duster, paper-hanging brush, roller, and two-foot rule.

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 eighteenth day of July, One thousand nine hundred and ten.

[SEAL.]

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

APPENDIX.

FORM 1. (Clause 9 (i) and (v) (a) of Award).

To the Clerk of the Court of Arbitration.

You are requested to register the indentures of apprenticeship to the branch of the Painting trade, entered into the _____ day of _____, 19____, between _____ (employer's name) and _____ (apprentice's name) and _____ (parent or guardian's name).

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—
.....

FORM 2. (Clause 9 (iv) and (v) (b) of Award).
To the Clerk of the Court of Arbitration.
 Notice is hereby given that _____, who entered my employment 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 9 (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 _____ branch of the Painting 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 9 (vii) 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 _____ at the next examination.
 I enclose fee of 2s. 6d.
 Dated the _____ day of _____, 19____.
 Name.....
 Occupation.....
 Address (where employed).....

FORM 5. (Clause 9 (viii) of Award).
Examination Certificate.
 The bearer, _____, is entitled to submit himself for examination at the ensuing examination as an apprentice to the _____ branch of the Painting trade.
 Previous term served, _____ months.
 Dated the _____ 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 _____ branch of the Painting trade, and we find that he has (or has not) made such progress as to entitle him to the allowance in wages under clause 4, 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 9 (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 _____ branch of the Painting trade.

 Signature of Employer.
 This is to certify that the above named 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. 12/1910.

Between the Perth, Fremantle, and Suburban Bread-carters' Industrial Union of Workers (hereinafter called "the union"). Applicant, and Coastal District Master Bakers' Industrial Union of Employers of Western Australia (hereinafter referred to as "the employers") Respondent.

AWARD.

The Court of Arbitration of Western Australia (hereinafter called "the Court") having taken into consideration the matter of a 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 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 in-

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 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 have effect over the area comprised within a radius of fourteen miles from the General Post Office of the City of Perth, and shall come into effect on the eighteenth day of July, One thousand nine hundred and ten, and that it shall remain in force for the period of one year from the said date, and thenceforward from year to year subject to the right of any party thereto to apply to amend, alter, or revise the same.

THE SCHEDULE HEREINBEFORE REFERRED TO.

1. Fifty-four hours of labour, inclusive of the time necessary for stabling and loading, but exclusive of the time occupied for meals, shall constitute the week's work.
2. The day's work shall commence at the time the bread-carter arrives at his employer's premises and terminates when he finally leaves them, but the hour of commencing shall not be before 6 a.m.
3. All time worked in excess of fifty-four hours per week shall be paid for as overtime at the rate of time and a-quarter.
4. The minimum rate of wage to be paid to a bread-carter shall be £2 10s. per week.
5. Wages shall be paid weekly.
6. A bread-carter shall be allowed at least one hour per day for meals.
7. There shall be no deduction of pay for the statutory monthly holidays, nor for Christmas Day, Good Friday, and Eight Hours' Day. Provided, however, that with regard to the holiday on Eight Hours' Day this shall depend upon an agreement being arrived at between the operative bakers, the bread-carters, and the employers; failing such an agreement, then the day following Eight Hours' Day shall be observed as a holiday and paid for.
- On Easter Monday and New Year's Day no worker shall be employed to deliver bread before the hour of 6 a.m. or after the hour of 9 a.m.
- Any bread-carter called upon to work upon Good Friday or Christmas Day shall be paid at double time rate for work done on those days.
8. Except in the case of parent and son, a bread-carter shall not board or lodge with his employer or on his premises.
9. Sunday work shall consist of attendance on horses only. When carters are compelled to do Sunday work they shall be paid at the overtime rate.
10. A bread-carter shall not be held responsible for shortages in moneys or bread unless notified by the employer or his authorised servant in respect of same within twenty-four hours of such appearing on the face of his delivery book or bread book. Sunday and holidays shall not be reckoned in the twenty-four hours.
11. A time and wages book shall be kept at each bakery which shall show the name of each bread-carter, the time he starts and finishes work each day, total hours, amount of overtime, wages, and signature for same.
- The employer and employee shall be jointly responsible for the proper posting of the book daily.
- The book shall be supplied by the union, and shall be open to the inspection of the representative of the union during working hours.
12. The provisions of clause 2 of this award as to starting time shall not apply to deliveries to ships at Fremantle.
13. This award shall apply to the Bread-carting industry.

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 eighteenth day of July, One thousand nine hundred and ten.

[SEAL.]

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

ERRATUM.

In the Coastal Butchers' award, published in *Government Gazette* issued on 30th June ultimo, the following words should appear after the words "and that it shall," in line 28 of page 1571: "have effect over the area comprised within a radius of twenty-five miles from the General Post Office, Perth, and further, that it shall."

T. F. DAVIES,
Clerk of Court of Arbitration.