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[1910.]

COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 13/1910.

The W.A. Operative Bootmakers' Industrial Union of Workers, Perth (hereinafter referred to as "the union"), Applicant, v. Pearse Brothers; F. Clinton; A. J. Rogers; the W. A. Boot Company, and G. Wite (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 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 by and on behalf of the union and of 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 set out in the schedule hereto shall be binding upon the union and every member thereof, and upon the employers and each and every 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 and every 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 and every 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 Bootmaking industry, and shall be limited in its operation to the South-West Industrial District of the State: And further, that it shall come into operation on the second day of September, One thousand nine hundred and ten, and shall remain in force for the period of one year from the said date, and shall thenceforward continue in operation from year to year, subject to the right of any party to apply to amend, alter, or revise the same.

THE SCHEDULE HEREINBEFORE REFERRED TO.

1. *Employers shall find workshops, and light, and shall supply all grindery, colours, and all materials used in connection with the trade free of charge to the workers.*
2. *Forty-eight hours shall constitute a week's work.*
3. *Except as hereinafter provided, workers employed on time rate shall be entitled to payment at a rate of not less than 1s. 1½d. per hour: Provided always that the said minimum shall not entitle an employer to reduce such workers as are at the date of issue of this award in receipt of a higher wage.*
A "worker" shall mean any adult male or any person who has served a term of apprenticeship, or any person who has had five years' experience at the trade.
4. *All work performed after the usual knocking-off time up till 7 o'clock, p.m., shall be paid for at the rate of time and a-quarter; work performed between the hours of 7 p.m. and midnight shall be paid for at the rate of time and a-half; and work performed between midnight and 7.30 a.m. shall be paid for at double time rate.*
5. *Employers shall pay to their employees all moneys due at least once in each week.*
Any employee working only a portion of a week must be paid at the time of ceasing work for that week.

6. (i.) *The trade for the purpose of apprenticeship shall be divided into four sections, namely, clicking, stuff-cutting, making, and finishing.*

(ii.) *No lad not apprenticed shall be employed or retained in employment after he has attained the age of sixteen, or for a longer period than twelve months, or on any work except such as is comprised under the following heads:—Errands, sweeping, last-carrying, sorting, heel-nail feeding, drawing tacks, inking heels.*

(iii.) *An apprentice shall be taught the business or trade of clicker, stuff-cutter, maker or finisher (as the case may be), as carried on by the employer, and in all things incident or relating to such trade or business as carried on as aforesaid.*

(iv.) Apprentices 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 appendix hereto), with the Clerk of the Court of Arbitration. Except as aforesaid no legal agreement in existence at the date of issue of this award shall be interfered with.

(v.) They shall not exceed in number one to every four journeymen or fraction of four receiving not less than the minimum wage prescribed by this award employed by each employer or firm of employers for the nine consecutive months previous to engaging the apprentice. The apprentices shall be apportioned as nearly as possible to the number of journeymen engaged in each of the said sections of the trade.

(vi.) The term of apprenticeship shall be not less than four years. A probationary period of three months previous to being bound shall be lawful, and such probationary period shall be deemed portion of the term of apprenticeship.

(vii.) 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.

(viii.) 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 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 sub-clause (xv.) 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 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.

(c.) An employer shall be deemed to fail in his duty to 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).

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

	s.	d.	
First year	10	0	per week
Second year	20	0	„
Third year	30	0	„
Fourth year	40	0	„

(x.) 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 at least fourteen days before the termination of each yearly 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.

(xi.) 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.

(xii.) 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 facilitate the conduct of the examination.

(xiii.) The examination will be held during the month of October in each year, at 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 persons 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.

(xiv.) 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.

(xv.) It shall be lawful for the employer to withhold from any apprentice who fails to satisfy the Examiners the increase in wages accruing to the apprentice until the then next increase is due under the provisions of clause (ix.) hereof.

(xvi.) 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 reports may be received in evidence.

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

7. 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 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 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 said secretary 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 competent workers on the minimum wage in any factory.

8. *One day's notice of the termination of the service of the worker shall be given by the employer to the worker and by the worker to the employer, but notice given before noon on the day that it is intended to terminate the service shall be deemed a day's notice within the meaning of this clause.*

9. Every employer shall permit a copy of the conditions of labour to be posted up in an accessible place in the workroom of each department, and shall permit shop and union notices to be posted alongside of the conditions of labour.

10. *Any worker who has not received on the previous day notice, verbally or otherwise, of suspension of work, or that he will not be required to attend at the factory shall be paid for half a day whether worked or not, unless there is a stoppage of work arising from accident or breakdown of machinery. Workers shall give notice to their employers when they desire to be absent from work, except in cases of sickness or emergency beyond their control.*

11. *Workers shall be entitled to be paid double time for work performed on Sunday, Good Friday, or Christmas Day, or on any one of the following holidays when such are observed—*

New Year's Day, Anniversary Day, Easter Monday, Day of Combined Union Picnic, Eight Hours' Day, King's Birthday, and Boxing Day.

12. An authorised officer of a union shall have power to visit and inspect each department in any factory in which he considers a breach of the award is being made.

13. *The employer shall provide the workers with hot water free of charge for use at dinner time.*

14. *No sub-letting, contracting, or bonus system shall be allowed.*

15. *No female shall be employed in clicking, making or finishing or stuff-cutting departments, except in socking, dressing, or boxing.*

16. *Doors leading to lavatory shall be kept unlocked. All employees shall have absolutely free access to same during working hours, and shall not be required to record time occupied in using same.*

17. *No employer, his agent, or any of his family shall board or lodge any employee on his or any other premises, and no employee shall pay any employer, his agent, or his family any sum of money whatever for board and lodging, or give credit therefor.*

18. *With the exception of boot upper-machining no work shall be given out by the employer to be performed outside factory premises.*

19. No team system shall be allowed in hand working shops. Each employee shall make the boot throughout. The word "make" when used in this clause shall have the same meaning as in sub-clause 1 of clause 6 of this award.

20. Split and kip navvies' work shall not be made in connection with the lasting machine.

21. A time and wages book shall be kept at each shop which shall show the name of each worker, 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 representatives of the union during working hours.

22. *Where the piecework system is adopted the piecework rates payable shall be those prescribed by the award of the Court made on the 21st day of December, 1903, and reported in Volume II. of the Reports of the Proceedings, pages 134 to 148, inclusive: Provided always that the said piece work rates shall not be considered or used as a basis or means for reducing wages.*

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 30th day of August, One thousand nine hundred and ten, the time for making this award having been extended to the 31st instant.

[Seal.]

(Signed) R. B. BURNSIDE,

President.

Note.—Those portions of the award in italics were agreed to by the parties, and were at their request incorporated by the Court into the award.

APPENDIX.

Form 1 (Clause 6 (iv.) and (viii.) (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 bootmaking 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 to employer's signature

Witness to employer's signature

Signature of parent or guardian.....
Witness.....

Form 2 (Clause 6, sub-clause (viii.) (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 former employer.....
Witness.....

Form 3 (Clause 6, sub-clause (viii.) (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 bootmaking 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 6, sub-clause (x.) of Award).

To the Clerk of the Court of Arbitration.

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

Form 5 (Clause 6, sub-clauses (xi.) and (xiv.) of Award).

To the Clerk of the Court of Arbitration.

Examination Certificate.

The bearer, _____, is entitled to submit
himself for examination at the ensuing examination as an apprentice to the
branch of the bootmaking trade.

Previous term served _____
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 bootmaking trade, and we
find that he has (or has not) made such progress as to entitle him to the allowance in
wages under clause 6, sub-clause (ix.) of the Award.

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

Form 6 (Clause 6, sub-clauses (viii.), (b.), and (xiv.) of Award).

Western Australia.

Certificate of Competency.

This is to certify that _____, of _____,
has served his full term of apprenticeship to the _____ branch of the
bootmaking trade, and has passed all examinations in accordance with the award of the
Court of Arbitration.

Dated the _____ day of _____, 19____
Signature of Employer.....
Countersignature of Board of Examiners.....

COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 10/1910.

Between the Meekatharra Miners' Union of Workers, A.W.A. (hereinafter referred to as "the union"), Applicant, and the Ingliston Extended Gold Mines, Limited; the Ingliston Consols Extended Gold Mining Syndicate; the Fenian Gold Mining Syndicate; the Marmont Gold Mining Syndicate, and the Karangahake Mines, Limited (hereinafter included under the designation "the employers"), Respondents.

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 by and 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 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 of Gold-mining, and that it shall operate and be in force as from the thirtieth day of August, One thousand nine hundred and ten, until the thirtieth day of August, One thousand nine hundred and eleven, 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. In this award—

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

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

2. The minimum rate of wages which shall be paid by the employers to the persons employed by such employers, in the capacities hereinafter mentioned, shall be as follows:—

Class of Worker.	Rate of Wage.	
	On the Fenian Mine.	On all other Mines subject to this Award.
	s. d.	s. d.
Miners (hand labour)	13 4	13 0 per shift
Bracemen and platmen	12 6	12 6 "
Mullockers, shovellers, truckers, working underground	12 6	11 10 "
Men working in cyanide vats, and filter press men	13 6	12 6 "
Timber men	15 0	13 10 "
Surface labourers	12 6	11 4 "
Boiler cleaners	13 0 "
Horse-drivers	12 6	11 4 "
If it be portion of the driver's duty to feed and groom his horse he shall be paid in addition ...	1 0	1 0 "
Mechanics' labourers	12 6	12 4 "
Drill and tool sharpeners	14 3	14 3 "
Men on cracker	12 6	12 6 "
Solution hands	13 4	13 4 "

If rock-drill machines are introduced into the mines, subject to this award, the men employed on such machines shall be paid a rate of wage bearing the same proportion to that herein awarded to "miners" as exists under the Cue-Namine Miners' Industrial Agreement at present in operation, that is to say the rates shall be:—

Rock drill men in shafts	15 4	15 0 per shift.
Rock drill men in rises	14 10	14 6 "
Rock drill men in all other parts of the mine ...	14 2	13 10 "

3. Men working in wet ground shall be paid tenpence per shift in addition to the 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 employer, a representative appointed by the miners' 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. Forty-seven hours, inclusive of crib time, shall constitute a week's work for all men working underground.

For men working single shifts on the surface (day shift only) forty-eight hours, exclusive of crib time, shall constitute a week's work.

For men working shifts on the surface forty-seven hours, inclusive of crib time, shall constitute the week's work.

5. This award, excepting such portion thereof as prescribes the minimum wages to be paid on the Fenian Gold Mine (which portion is limited to the area comprised within the leases now worked by the Fenian Gold Mining Syndicate, at Meekatharra), shall have effect over that portion of the Nannine District of the Murchison Goldfield as is situated ten miles on each side and from the end of the Nannine-Meekatharra Railway line, except such portion as is not included in the Cue-Nannine Industrial Agreement.

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 thirtieth day of August, One thousand nine hundred and ten, the time for making this award having been extended to the present instant.

[Seal.]

(Signed) R. B. BURNSIDE,