

Supplement to Government Gazette

O F

W E S T E R N A U S T R A L I A .

[Published by Authority.]

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

PERTH: FRIDAY, OCTOBER 14.

[1910.]

No. 18 of 1910.

COURT OF ARBITRATION, WESTERN AUSTRALIA.

Between the Tanners and Curriers' Industrial Union of Workers, Perth, W.A. (hereinafter referred to as "the union"), applicant, and B. Rosenstamm & Co.; Pearse Brothers; and Hugo Fischer & Co. (hereinafter included under the denomination "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 of Tanning and Currying, and shall operate over the area comprised within a radius of fourteen miles from the General Post Office of the City of Perth, and further that it shall come into force on the thirtieth day of September, One thousand nine hundred and ten, and 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. The employees in all tanneries shall be divided into three classes, namely, skilled operatives, apprentices, and labourers.
2. The minimum rate of wages payable by an employer to workers engaged in the capacities hereinafter mentioned shall be as follow:—

	per week.		
	£	s.	d.
Curriers	2	12	6
Band knife machine operators	2	12	6
Tablemen	2	10	0
Rollers	2	10	0
Drummers	2	8	0
Fleshers	2	12	6
Unhairers, scudders	2	8	0
Tanners	2	10	0
Tanners' labourers—			
Under twenty years of age	2	2	0
Twenty years of age and upwards	2	8	0

3. The week's work shall consist of forty-eight hours. Each day's work shall stand by itself.

The working hours on the first five working days of the week shall be between the hours of 7.30 a.m. and 5 p.m. with one hour off for meals; and on Saturday between the hours of 7.30 a.m. and noon.

4. Overtime shall be paid for all work performed after the usual knocking-off time up till 7 o'clock p.m. at the rate of time and a-quarter; for work performed between the hours of 7 p.m. and midnight, at the rate of time and a-half, and for work performed between midnight and 7.30 a.m., at double time rate.

Work done on Sunday, Good Friday, Christmas Day, New Year's Day, and Eight Hours' Day shall be paid for at double time rate.

5. A time and wages book shall be kept at each tannery, in which book shall be entered the name of each worker affected by this award, the time he starts and finishes work each day, the total hours worked, the amount of overtime worked by each worker, the wages paid, and the signatures for same.

The employer and worker 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.

6. A worker who on account of age, infirmity, or slowness 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 a period not exceeding 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 an employer shall not employ more than one such aged, infirm, or slow worker to every four workers paid at not less than the minimum rate prescribed in any tannery.

7. (i.) The trade for the purpose of apprenticeship shall be divided into three sections, namely, currying, tanning, and beam work.

(ii.) An apprentice shall be taught the business or trade of currying, tanning, and beam shed work as carried on by the employer, and all things incident or relating to such trade or business as carried on as aforesaid.

(iii.) 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.

(iv.) Apprentices 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.

(v.) The term of apprenticeship shall be—to the tanning three years, and to currying or beam shed work five 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.

(vi.) 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.

(vii.) 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, 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 subclause (xiv.) 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).

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

To tanning—15s. during first year of service; 30s. during second year of service, and 45s. during third year of service.

To currying and beam-work—	£	s.	d.
During the first year of service	0	12	6
During the second year of service	1	0	0
During the third year of service	1	7	6
During the fourth year of service	1	15	0
During the fifth year of service	2	5	0

(ix.) 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.

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

(xi.) The Clerk of the Court shall notify the Board of Examiners of the names and addresses of all candidates desirous of submitting themselves to examination.

The examination shall 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.

(xii.) The examination shall be held during the month of November in each year, on a date to be fixed by the Board of Examiners.

The Board of Examiners will consist of two persons skilled in the trade, one of whom shall be nominated by the union, and the other by a majority of the employers carrying on business within the area to which this award applies, or, failing such nominations, such person or 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 opportunity provided by the employer to each apprentice to learn.

(xiii.) The Board shall 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.

(xiv.) 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 subclause (ix.) hereof.

(xv.) 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 of the examiners may be received in evidence.

(xvi.) Such fees may 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 twenty-ninth day of September, One thousand nine hundred and ten.

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

APPENDIX.

Form 1. (Clause 7 (iii.) and (vii.) (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 Tanning and Currying trade, entered into the _____ day of 19____, between _____ (apprentice's name), and _____ (employer'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 follow:—
(Set out wages)

Dated the _____ day of _____, 19____.
..... (Employer's signature)
Witness to employer's signature.....
..... (Apprentice's signature).
Witness to apprentice's signature.....
..... (Signature of parent or guardian).
Witness.....

Form 2. (Clause 7, subclause (vii.) (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 7, subclause (vii.) (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 Tanning and Currying 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 7, subclause (ix.) 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 Tanning and Currying trade at the next examination.

I enclose fee of 2s. 6d.
Dated the _____ day of _____, 19____.
Name.....
Occupation.....
Address (where employed).....

Form 5. (Clause 7, subclauses (x.) and (xiii.) 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 Tanning and Currying trade.

Previous term served _____
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 named _____ as to his capabilities in the _____ branch of the Tanning and Currying trade and we find that he has (or has not) made such progress as to entitle him to the advance in wages under Clause 7, subclause (viii.) of the award.

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

Form 6. (Clause 7, subclauses (vii.), (b.) and (xiii.) 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 Tanning and Currying trade.
.....(Employer.)

This is to certify that the above-named _____ has passed all examinations in accordance with the award of the Court of Arbitration in respect to the _____ branch of the Tanning and Currying trade.

.....
.....
Board of Examiners.