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PERTH: SATURDAY, DECEMBER 24.

[1910.

COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 14 of 1910.

Between the Perth, W.A., Amalgamated Tailors' and Tailoresses' Industrial Union of Workers (hereinafter referred to as "the Union"), applicant, and James Coultas & Son, O. A. Grieg, Harald & Co., A. H. Hearnden, Healy & Fontaine, A. Lee & Co., McCashney & Gillies, McLean & Keating, Parker & Co., and Robertson & Moffat (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, examined, and cross-examined by and on behalf of the said parties respectively, and having considered the various exhibits respectively put in evidence by the said parties, 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 in 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 and declare that this award shall apply to the tailoring industry in the whole of the South-West industrial district of the State: And further, that it shall come into effect on the first day of January, One thousand nine hundred and eleven, and shall remain in force until the first day of January, One thousand nine hundred and twelve, 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. The tailoring industry, for the purpose of this Award, means the making of the garments set forth in the attached log from personal measurement or from chart.
2. Forty-eight hours shall constitute a week's work, and may be so arranged to allow that on five days more than eight hours may be worked and half a day on Saturday.
All time worked beyond the usual daily hours shall be deemed overtime, and shall be paid for at time and a-quarter. Each day shall stand by itself.
3. There shall be two classes of workers, journeymen (including journeywomen) and apprentices.
4. All workers employed in the industry shall receive the minimum weekly wage herein set forth, unless they are piece-workers or apprentices.
5. All work shall be done on the workshop premises of the employers set apart and used exclusively by them for such purpose.

6. The following shall be the minimum wages payable to workers working for weekly wages:—

	£	s.	d.
Coatmakers (male)	3	10	0
Coatmakers (female)	2	5	0
Trouser making, pressing, and alterations (male)	3	0	0
Trouser hand (female)	1	15	0
Vest hand (female)	1	15	0
Machinist (male), doing machining with human power for not more than twelve hands, exclusive of apprentices	3	10	0
Machinist (female), machining with human power for not more than eight hands, exclusive of apprentices	2	5	0
Machinist (male), with mechanical power	3	5	0
Machinist (female), with mechanical power	2	0	0
Presser (male), where only one is employed	3	0	0
Leading presser where more than one is employed	3	0	0
Under presser	2	10	0

If any under presser usually employed upon trousers or vests is employed for any period less than a week on coats, he shall be paid at the rate of 10s. per day or 1s. 3d. per hour.

7. (i.) Apprentices to the tailoring trades 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 issue of this award shall be interfered with.

(ii.) Male apprentices shall not exceed in number one to every four journeymen or fraction of four journeymen coat, vest, or trouser hands, or pressers, or machinists employed by each employer or firm of employers.

(iii.) Female apprentices shall not exceed in number one to every two journeywomen or fraction of two journeywomen coat, vest, or trouser hands, or machinists employed by each employer or firm of employers.

(iv.) For the purpose of determining the proportion of apprentices, the calculation shall be based upon a two-thirds full time employment for six months previous for the average of the journeymen or journeywomen employed.

(v.) Notwithstanding the foregoing provisions, if the proportion of persons employed either as improvers or apprentices to journeymen or journeywomen by any firm on the 1st January, 1910, is in excess of the number herein provided for, it shall be lawful for the persons so employed to continue in their employment; but no further apprentices shall be taken on until, by the expiry of the terms of those already employed, vacancies arise. Within thirty days after the introduction of this award, all employees, whether apprentices or improvers, shall register themselves with the Clerk of the Court of Arbitration, and the provisions of sub-clause (viii.) hereunder shall apply to such persons.

(vi.) The term of apprenticeship to coatmaking shall be five years, to vestmaking three years, to trouser making three years, to pressing three years, to coat, trousers, and vest machining three years. A probationary period previous to being bound shall be lawful in the case of coat apprentices of three months, and in the case of trouser or vest, or pressing or machining apprentices, one month. Such probationary period shall be deemed part 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 (Form 2 in the appendix hereto).

(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 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 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 the appendix hereto), to show that the apprenticeship has been served. Should the employer at any time before the termination of the apprenticeship desire to dispense with the service of the apprentice, he may, with the consent of the apprentice, transfer him or her 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 the apprentice shall so misconduct himself or herself as to entitle the employer to discharge him or her, but he shall nevertheless give the apprentice 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 or her constantly at work, but slackness of work may form a proper ground for transferring the apprentice to a master willing to undertake the responsibility of teaching him or her.

(d.) When an apprentice is discharged for cause, the employers 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 for an apprentice shall be:—

To the Coat Making.

	£	s.	d.
First six months	0	5	0
Second six months	0	7	6
Third six months	0	10	0
Fourth six months	0	12	6
Fifth six months	0	15	0
Sixth six months	0	17	6
Seventh six months	1	0	0
Eighth six months	1	5	0
Ninth six months	1	7	6
Tenth six months	1	10	0

To the Vest or Trouser Making.

First six months	0	5	0
Second six months	0	7	6
Third six months	0	10	0
Fourth six months	0	12	6
Fifth six months	0	15	0
Sixth six months	1	0	0

To the Pressing or Machining.

First six months	0	7	6
Second six months	0	10	0
Third six months	0	15	0
Fourth six months	1	0	0
Fifth six months	1	5	0
Sixth six months	1	10	0

(x.) Every apprentice shall be bound to submit himself or herself to examination by the Board of Examiners hereinafter constituted at the expiration of each period of six months of service. Notice of intention to submit himself or herself 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 six-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.

(xi.) Upon the receipt of such notice the Clerk of the Court 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 to facilitate the conduct of the examination.

(xiii.) The examination will be held on some day in July and January in each year fixed by the Board of Examiners. The Board of Examiners will consist of the secretary of the employers' union and the secretary of the workers' union, or of such other persons respectively, as may be nominated in their stead by their respective unions. 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 or her 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 the increase in wages accruing to the apprentice in accordance with the scale set forth in sub-clause (ix.) hereof, from any apprentice who fails to satisfy the examiners.

(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.

8. A weekly worker, who is unable to earn the minimum rate of wage hereby prescribed, may be employed at a lower rate, which shall be fixed in the manner hereinafter set forth:—

(a.) If the worker is to be employed at any place situate within twenty miles of Perth, such lower rate 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 than the prescribed rate of wage 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 or her 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, and his decision shall be final.

- (b.) If the worker is to be employed at any place more than twenty miles from Perth, the lower rate shall be fixed by the Resident or Police Magistrate of the Magisterial District in which the worker will be employed on the application of the worker. The worker shall give the secretary of the workers' union at Perth seven days' notice in writing of the place where and the date when he or she proposes applying 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.
- (c.) The worker shall not work at a lower rate than that prescribed for more than one day before notifying the said secretary of his or her desire to work at such lower rate or of his or her intention to apply to a Magistrate to fix a lower rate as aforesaid.
- (d.) It shall be the duty of the employer to see that the notices and applications required to be given and made by the worker he proposes to employ at a rate less than the prescribed minimum are duly made and given.
- (e.) All notices required to be given under this clause may be given by registered letter.
- (f.) A worker whose wage has been agreed to or fixed in the manner aforesaid may work for such lesser wage for six months, and after the expiration of that period until notice in writing is given him or her by the said secretary requiring him or her to have his or her wage again fixed in the manner prescribed by this clause, and for fourteen days after receipt of such notice. In the meantime the worker shall take the prescribed mode of having his or her wage again fixed or agreed to in the manner aforesaid.
- (g.) The proportion of workers allowed to work for less than the minimum wage under this clause, shall not exceed one to every three or fraction of three competent workmen or workwomen in the employment of the same employer.

9. Should any dispute arise as to the payment due under this award to any pieceworker, it shall be submitted to a Board consisting of the secretary of the employers' union and the secretary of the workers' union who shall, if necessary, elect a chairman. In case the said secretaries fail to agree upon some person as chairman, the President or the Court will appoint a chairman.

10. Workers employed on piecework shall be paid in accordance with the piecework log published in connection with the previous award, and reported in Volume VII. of the Arbitration Reports, pages 65 to 124 inclusive. Where there is any difference in any rates for extras specified in the log of piecework rates for tailors' work previously recognised in the trade (a copy of which is annexed to the said piecework log), and those specified in the log set out in the said award of the Court, the former shall prevail; but where there is no item and rate specified in the said previous log, then, if such item and rate appear in the said award, same shall be paid; should any item appear in the old log which is omitted from the said award log same shall be paid as in such old log.

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

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

APPENDIX.

FORM 1.

To the Clerk, Court of Arbitration,
 You are requested to register the indenture of apprenticeship to the _____ day of _____, 19____, between _____ (apprentice's name), and _____ (employer'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 name).

FORM 2.

To the Clerk, 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.

To the Clerk, Court of Arbitration,

I hereby give notice that I have this day discharged from my employment, as an apprentice to the who entered my service on the day of

The cause of the said discharge is Dated the day of , 19

Signature of Employer.....

FORM 4.

To the Clerk, Court of Arbitration,

I hereby give notice of my desire to be examined in the art of at the next examination.

I enclose fee of 2s. 6d. Dated this day of , 19

Name

Occupation.....

Address (where employed).....

FORM 5.

Examination Certificate.

The bearer is entitled to submit himself or herself to examination at the ensuing examination as an apprentice to the branch of the tailoring 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 (or her) capabilities in the branch of the tailoring trade, and we find that he or she has (or has not) made such progress as to entitle him or her to the advance in wages under Clause 7 (ix.) of the Award of 1910.

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

FORM 6.

WESTERN AUSTRALIA.

The Industrial Conciliation and Arbitration Act, 1902.

CERTIFICATE OF COMPETENCY.

This is to certify that has served his full term of apprenticeship of to the branch of the tailoring trade.

.....Signature of employer.

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

Dated the day of , 19

Counter signature of Board of Examiners—

.....

COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 20 of 1910.

Between the Amalgamated Society of Carpenters' and Joiners' Industrial Union of Workers, Perth, No. 798 (hereinafter referred to as "the Union"), applicant, and A. T. Brine, S. B. Alexander, Hawkins & Son, W. Fairweather, Whittaker Bros., J. Huck, Millars' Karri and Jarrah Company, (1902), Limited, A. C. Findley, Franklin & Finlay, The Wunderlich Company, McCrae & Chapman, and R. A. Gamble (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 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 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 industry of carpentry and joinery, and that it 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 effect on the first day of January, One thousand nine hundred and eleven, and shall continue in force until the first day of January, One thousand nine hundred and twelve, and shall operate thenceforward from year to year, subject to the right of any party thereto to apply to amend, revise, or alter the same.

THE SCHEDULE HEREBEFORE REFERRED TO.

1. Forty-eight hours shall constitute a week's work.
2. The minimum rate of pay shall be 1s. 4½d. per hour.
3. Overtime shall be paid for work performed after the usual hour for ceasing work on the first five working days of the week at the rate of—
Time and a-half for the first five hours, and double time thereafter until the ordinary starting time next morning.
4. All work performed on Sunday, New Year's Day, Good Friday, Eight Hours' Day, and Christmas Day shall be paid for at double time rates.
5. 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.
6. The worker shall be allowed one hour's pay or time equivalent for the reinstatement of tools upon being discharged after six days' employment; and two hours pay or time equivalent upon being discharged after serving not less than twelve days.
7. The employer shall provide a place for the storing and safe keeping of the worker's tools when not in use.
8. A worker who is unable to earn the minimum rate hereby prescribed may be employed at a lesser rate which may 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 carpentry and joinery trade 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 the 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.

(ii.) Apprentices shall not exceed in number one to every four or fraction of four journeymen employed by each employer or firm of employers during the twelve consecutive months previous to engaging the apprentice.

(iii.) 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.

(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 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, 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 sub-clause (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 4 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 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—

During the first year of his term, 10s. per week
During the second year of his term, 15s. per week
During the third year of his term, 25s. per week
During the fourth year of his term, 35s. per week
During the fifth year of his term, 50s. per week.

(vii.) Every apprentice shall be bound to submit himself to examination as hereinafter provided at the end of each twelve-monthly period.

(viii.) The first examination shall take place during the month of November, 1911, and every subsequent examination annually thereafter on such date as may be arranged by the Director of Technical Education, the Builders and Contractors' Association, and the union.

(ix.) The examination shall take place at the Technical School, Perth, and shall include theory and practice as applied in the art of carpentry and joinery in connection with building construction.

(x.) The examination shall be conducted by the officers of the Technical School, who shall issue a certificate to each pupil indicating his degree of proficiency, taking into consideration the term of apprenticeship served. A duplicate of such certificate shall be filed by each apprentice with the Clerk of the Court of Arbitration.

(xi.) If facilities are provided at the Technical School the employer shall allow each apprentice to attend the evening classes at the said school on at least two nights in each week during school terms, the fees therefor to be paid by the employer, and no apprentice shall be admitted as a journeyman carpenter or joiner unless he obtains from the said school certificates that he has made 75 per cent. of the possible attendances and has passed the annual 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.) An employer shall be deemed to have committed a breach of the award if he fails to give his apprentice a reasonable opportunity to learn.

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 nineteenth day of December, One thousand nine hundred and ten.

(Sgd.) R. B. BURNSIDE.

[Seal.]

President.

APPENDIX.

FORM 1—(CLAUSE 9 (i.) AND (v.) OF AWARD.)

To the Clerk of the Court of Arbitration,
 You are requested to register the indenture of apprenticeship to the Carpentry and Joinery trade, entered into the _____ day of _____, 19____, between _____ (apprentice's name), and _____ (employer'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 9 (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 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 Carpentry and Joinery 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 (v.), (b.) OF AWARD.)

WESTERN AUSTRALIA.

CERTIFICATE OF APPRENTICESHIP.

This is to certify that _____ of _____ has served his full term of apprenticeship to the Carpentry and Joinery trade in accordance with the provisions of the award of the Court of Arbitration.

Dated the _____ day of _____, 19____, _____ Signature of Employer.....

COURT OF ARBITRATION, WESTERN AUSTRALIA.

No. 23 of 1910.

Between the Coastal Dairymen's Employees' Union of Workers (hereinafter referred to as "the Union"), applicant, and Currie Brothers, J. Rome, J. Delamere, Robert Bruce, John Shiel, Liddelow Brothers, J. McFetridge, J. Kregor, Lane & Fletcher, C. Kenworthy, G. Pung, D. Keane, G. Thompson, and H. Hampton (hereinafter included under the denomination "the employers"), respondents.

AWARD.

The Court of Arbitration of Western Australia (hereinafter referred to as 'the Court') have 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 that of dairying, and that it shall have effect over the area comprised within a radius of fourteen miles from the General Post Office in the City of Perth: And further that it shall operate from and inclusive of the first day of January, One thousand nine hundred and eleven until the first day of January, One thousand nine hundred and twelve, 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 week's work shall consist of sixty hours actual work, exclusive of holidays and meal hours.
2. All time worked in excess of the usual working hours in any one day or beyond sixty hours in the week shall be considered overtime, and shall be paid for at the rate of time and a-half.
3. The worker shall be allowed a half-holiday on Christmas Day, Boxing Day, Good Friday, Easter Monday, New Year's Day, Eight Hours' Day, and every Sunday, and on some day during each week as shall be mutually agreed upon between the employer and the worker.
Should the worker be called upon to work more than six hours on any of the aforesaid days he shall in addition to his weekly wage be paid at the rate of 1s. 6d. per hour or fraction of an hour for all time during which he is so engaged.
4. The minimum rate of pay for milk carters and yardmen shall be £2 10s. per week.
5. Each employer shall keep a time and wages book, which shall show the name of each worker, the time he starts and finishes work each day, the total hours and the amount of overtime worked, the wages paid, and the employee's signature for same. The employer and worker shall both be responsible for the proper posting of the book daily. The said book shall be available for inspection by the representative of the union at least once in each month during working hours.
6. A worker, who on account of old 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 no employer shall employ more than one such aged, infirm, or slow worker to every four workers in his employ paid at not less than the minimum rate hereinbefore prescribed.

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 nineteenth day of December, One thousand nine hundred and ten.

[Seal.]

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