

THE RURAL WORKERS' UNION

and

THE SOUTH AUSTRALIAN UNITED LABOURERS'
UNION

V.

THE EMPLOYERS, PARTIES TO THE TEMPORARY
AGREEMENT⁽¹⁾ REFERRED TO IN THE ORDER OF
THE PRESIDENT, DATED THE 1st DECEMBER, 1911,

THE MILDURA BRANCH OF THE AUSTRALIAN DRIED
FRUITS ASSOCIATION,

THE RENMARK FRUIT GROWERS' DEFENCE
ASSOCIATION,

THE RENMARK FRUIT PACKING UNION LIMITED,

THE RENMARK FRUIT GROWERS' ASSOCIATION.

Industrial Dispute—Conference under section 16A of Common-wealth Conciliation and Arbitration Act 1904-1911—Temporary agreement—Discrimination on basis of sex and of age—Piece-work—Travelling time—Proclamation of a union as an organization under the Act.

MILDURA.
May 30, 31.
June 3, 8, 10,
11.
RENMARK.
June 17, 20.
MELBOURNE.
June 27, 28.
The President.

Dispute referred into Court under section 19 (d) as no agreement reached in compulsory conference.

Award for casual seasonal labour of an unskilled character paid by the hour. In such a case "regard should be had to the short periods of employment, to the expenditure of money and of time in getting to the work, to the 'broken time' of the employees, to the fact that they are paid by the hours of actual work and to the general rise of wages in the community, whether effected by wages boards or awards or not." The principle of the Pastoralists' case ⁽²⁾, under which the wages of the shearers are fixed by the returns of the expedition, applied.

Undertaking given by union to give preference in accepting employment to the fruit-growers bound by the award.

⁽¹⁾ 5 C.A.R. p. 185, 186.

⁽²⁾ Australian Workers' Union v. Pastoralists' Federal Council and Others, 5 C.A.R. 48, at pp. 73-78.

1912.
 RURAL
 WORKERS'
 UNION
 AND SOUTH
 AUSTRALIAN
 UNITED
 LABOURERS'
 UNION
 v.
 MILDURA
 BRANCH OF THE
 AUSTRALIAN
 DRIED FRUITS
 ASSOCIATION
 AND OTHERS.

An employees' union and an employers' association proclaimed and made organizations under section 62.

Observations on minimum rates for female labour, and the claim of "equal pay for equal work."

The basic wage rests on the nominal needs of the average employee, including the need for domestic life. The man is under a legal obligation to maintain his family; the woman is not.

The minimum rate referred to in section 40 means the minimum rate for those who do work of a certain character.

If blacksmiths are the class of workers, the minimum rate must be such as recognises that blacksmiths are usually men; if fruit-pickers are the class, it must be such as recognises that most of the pickers are men; if milliners are the class, it must be such as recognises that all, or nearly all, milliners are women. Therefore blacksmiths and fruit-pickers should be paid on the same level of wages; but women in the packing sheds must be paid a woman's minimum wage, on the assumption that they have to find their own food, shelter, and clothing; not food, shelter, and clothing of a family.

In fruit-picking—a lower wage prescribed for persons under 18.

Observations on prohibiting piecework.

Observations as to case of prices being fixed by a trust.

Observations as to case of a union protesting against arbitration, and seeking abolition of the wages system.

On the application of D. L. McNamara, secretary of the Rural Workers' Union, the President summoned a Conference of the parties for Wednesday, the 29th November, 1911. There were present at the Conference:—W. B. Chaffey, J. J. T. Lever, and T. C. Rawlings, representing the Mildura growers; F. W. Cutlack, H. J. Bovill, and W. J. Moffatt, representing the Renmark growers; D. L. McNamara, H. Vivash and P. McDonald, representing the Rural Workers' Union; and F. W. Lundie, W. G. Yates, and J. M. Brand, representing the United Labourers' Union of South Australia.

Work had been carried on at Mildura during the preceding season under the agreement entered into as the result of the Conference summoned by the President in March, 1911, but at Renmark, as no agreement for the season was arranged, the strike had continued, and a large quantity of the crop was lost.

After discussion temporary arrangements were made for the approaching season for Mildura and Renmark, and the dispute was referred into Court under the provisions of section 19 (d) of the *Commonwealth Conciliation and Arbitration Act 1904-1911*.

The temporary arrangement for Mildura was subsequently executed as an agreement and filed. [The minutes of this agreement are set out in 5 C.A.R. at pages 185, 186.]

The arrangement for Renmark was not executed by all the parties and was not filed.

This was a dispute between certain members of an organization of employees registered under the *Commonwealth Conciliation and Arbitration Act* 1904-1911, and certain members of an association of employees proclaimed as an organization under section 62 of the Act of the one part, and various fruit-growers carrying on their operations in and around Mildura and Renmark of the other part.

1912.
RURAL
WORKERS'
UNION AND
UNITED
LABOURERS'
UNION
v.
MILDURA
BRANCH OF THE
AUSTRALIAN
DRIED FRUITS
ASSOCIATION
AND OTHERS.

The demands of the Rural Workers' Union were as follow:—

Hours per week—48, and are made up as follows:—7.30 a.m. to 5 p.m. on five days of the week, one hour for dinner each day; 7.30 a.m. to 1 p.m. on Saturdays.

Rates per day of eight hours—

	s.	d.
Men and women over 17 years	8	0
Dipper-men, barrow-men, and carriers out from dip	9	0
Boys and girls under 17 years	6	0
General factory hands	8	0
Lumpers	9	0
Factory hands under 17 years	6	0
Workers not classified	8	0

Overtime.—In daylight, 1s. 3d. per hour; after dark, and on Saturdays, 1s. 6d. per hour or part of an hour (after dark to mean from 8 p.m. to 7.30 a.m.)

Women, boys and girls not to be asked to work overtime. Piece-work or task system not to be permitted.

The demands of the United Labourers' Union were as follow:—

	Per day of Eight hours	
	s.	d.
Men and women over 18 years	8	0
Boys and girls 16 to 18 years	6	0
Gangers, dipper-men, barrow-men, and carriers out	9	0

Ordinary Overtime.—Time and a half.

Night-work Overtime.—(Sundays and gazetted holidays) double time.

Growers to provide accommodation, wood and water.

The demands of the Renmark Fruit-growers' Defence Association and the Renmark Fruit-packing Union were as follow:—

Wages—Men, 7s. per day; women, 5s. 6d.; boys, 17 to 19, 6s.; girls, 17 to 19, 4s. 6d.; boys, under 17, 5s.; girls, under 17, 4s.; truckers, 7s.; barrow-men and dippers, 8s.; gangers, not less than 8s. Days to be eight hours.

1912.
 RURAL
 WORKERS'
 UNION
 AND UNITED
 LABOURERS'
 UNION
 v.
 MILDURA
 BRANCH OF THE
 AUSTRALIAN
 DRIED FRUITS
 ASSOCIATION
 AND OTHERS.

Overtime.—In daylight, time and a quarter; after dark, time and a half.

Piece-work picking to be by arrangement.

Apricot Cutting.—3d. per box of 34 lbs.; small fruit, 3½d.

Peaches.—1½d.; small fruit, 2d.; clingstones, 4½d.

Nectarines.—3½d.; pears, by arrangement.

The above rates to constitute the full wage to be paid. In the event of hut accommodation being provided, or of wood or other allowances being made, the worker to be debited in that respect in wages account. This is to be by arrangement between the parties, or at the discretion of the arbitrator. Learners to be by arrangement, or as the arbitrator, if he prefer to direct, may determine.

D. L. McNamara (secretary), for the Rural Workers' Union.

W. G. Spence (president of the Australian Workers' Union), by permission of the Court, for those members of the Rural Workers' Union who were also members of the Australian Workers' Union.

W. R. Cater for the fruit-growers at Mildura (1).

F. W. Cutlack (chairman of the Renmark Fruit Packing Union Limited) for the fruit-growers at Renmark.

The executive of the United Labourers' Union of South Australia refused to be represented at the hearing of the case, but J. M. Brand (secretary of the Renmark branch of the Union) was allowed by the Court to call evidence at Renmark in support of the claimants' case.

June 20. On Thursday, 20th June, 1912, the President delivered the following judgment:—

This is a dispute which comes before me under the provisions of a valuable amendment made during last year to section 19 of the Act. A conference was called under section 16A of certain representative growers of Mildura (Victoria) and of Renmark (South Australia), on the one side, and of officials of the Rural Workers' Union of Australia and of the South Australian United Labourers' Union, on the other side. The parties could come to no agreement, but, in order to save the fruit harvest then at hand, the employers consented to make certain concessions by way of temporary agreements; and I thereupon referred the dispute into Court by an order dated 1st December 1911. The harvest which was then threatened by the dispute has turned out to be one of the most bountiful in the

(1) Mr. Cater is a solicitor, but is also a fruit-grower, and he claimed and was allowed to appear as such. (See *Commonwealth Conciliation and Arbitration Act 1904-1911*, section 27.)

history of these interesting and prosperous settlements, and it was happily saved as the result of the temporary agreements. As an inducement to the making of the agreements, I undertook to arbitrate on the points in dispute before the next harvesting season should come round, and I promised not to allow my mind to be influenced by the concessions made in the agreements. In fulfilment of my promise, I have adjourned the proceedings in the Tramways case, and have visited Mildura and Renmark, with a view of getting information at first hand and after personal examination. The industry concerned is well worthy of care and attention, not only as providing profits for the growers, and opportunities for making a livelihood to many workers, but also as providing wholesome food for the people and helping correlated industries. The annual output for Mildura alone is estimated at about £400,000; from Renmark at about £120,000. In Mildura, there are about 1,400 employees taken on for the season, of whom about 1,000 come from long distances. The acreage under cultivation is steadily, if not rapidly, increasing—it is now over 12,000 acres—and the harvest for 1912 has been one of the best. In Renmark, about 600 are engaged in the harvesting, 400 of whom come from other districts; and there are about 4,500 acres under cultivation.

1912.

RURAL
WORKERS'
UNION AND
UNITED
LABOURERS'
UNION

v.

MILDURA
BRANCH OF THE
AUSTRALIAN
DRIED FRUITS
ASSOCIATION
AND OTHERS.

The President.

The subject of contest is mainly wages. There was not at the time of my order, any wages board to deal with this industry in either of the States concerned. The Victorian Acts (No. 1975, section 8, and No. 2305) expressly exclude horticultural and viticultural pursuits from the operation of the Factories Acts. The South Australian Act of 1907 (with amendments) forbids wages boards for country districts, except on resolution passed by both Houses of the South Australian Parliament. After a previous conference with me in March 1911, the growers of Mildura endeavoured to get a wages board for Mildura, but in vain, in consequence of the express statutory prohibition. It appears, however, that after I made my order for arbitration on 1st December 1911, both Houses of Parliament in Adelaide passed the necessary resolutions; and on the 25th January, 1912, a wages board was proclaimed for Renmark and other similar districts. It is evident that there is a general desire on all sides—except on the part of the leaders of the United Labourers' Union in Adelaide, as distinguished from the Renmark members of that Union—to have some settlement of the dispute, some regulation of the wages, such as will give to the growers an assurance that their fruit will not be left to rot (as happened to a considerable extent in Renmark in the season before last), and afford to the workers reasonable protection in making their contracts with the growers.

There are some 550 fruit-growers in Mildura, and some 150 in Renmark, and most of these have already signed the temporary agreements, and thereby become parties to the dispute for the purposes of

1912.
RURAL
WORKERS'
UNION AND
UNITED
LABOURERS'
UNION

v.

MILDURA
BRANCH OF THE
AUSTRALIAN
DRIED FRUITS
ASSOCIATION
AND OTHERS.

The President.

the arbitration. The fruit-growers are not properly organized as yet, and those who desire arbitration find it difficult to get all the others to come into line with them, and to sign the temporary agreements. But I have felt justified in proceeding with the case, as the award rates will evidently become a working standard for the settlements, and the Rural Workers' Union has given me, at my request, an undertaking to give preference in accepting employment to those fruit-growers who are bound by the award. The Union also states that it intends to press, as soon as possible, for an award against the other growers. There is no power to make a common rule.

In order that the award may become binding and effective under the Act, the Governor-General has been pleased, on my recommendation, to declare by proclamation the Act to apply to the United Labourers' Union and to the Renmark Fruit-growers' Association. These associations, by virtue of the proclamation, become "organizations," and liable to the extent of their assets, and, if necessary, the assets of their members, for the fulfilment of the award.

The dispute in this case relates to the casual workers, the workers who help at the picking of the fruit and at the various operations of and incidental to picking, drying, and packing for transmission. The settlements are far from other centres of population, and most of the casual workers come from a long distance. The apricot picking in Mildura begins usually before the end of November, and lasts till about the end of December. The Renmark season is somewhat later. The grape picking—currants, sultanas, gordos—takes place during February and March. It is for the grape picking that so many hands are required from a distance, in addition to those resident in the settlements. The operations last, according to the circumstances of the block, some five, six, or seven weeks.

Now, the first thing to be noticed is that the work is not skilled work—not "skilled" in the sense in which the word is commonly used. Speed in an operation involves, of course, skill, in a sense; but if pick and shovel work is not to be treated as skilled, this work certainly is not. In the next place, the work is, with a few exceptions, light work; but it does not follow that the strain on the nerves and muscles is less. The lighter the work, the more the worker is expected to do in a given time. Thirdly, the work is not permanent, but casual—temporary—seasonal. Fourthly, the work is paid for by the hour. For picking, the worker has to be in time for the picking; but he is not paid for the time he may have to wait till the fruit is ready, nor for the time that the work ceases because of weather or other causes. It has been argued on behalf of the Unions that the dispute on which I have to adjudicate includes a dispute as to the system of payment by the hour, that it is open to me to award

that the hiring shall be by the week, or, at all events, by the day. I have considered this matter very carefully. If I were not precluded by the principles enunciated for my guidance by the High Court in the Bootmakers' case⁽¹⁾, I should think that the best and most permanent settlement of the dispute, the prevention of future friction and disputes, would involve the adoption of a weekly, or at all events, a daily wage, instead of an hourly wage; but although the words of the demands in themselves might indicate that the claim was for hiring by the day, I am satisfied that the system of payment by the day, as distinguished from the hour, was never distinctly brought, before these proceedings, by the Unions to the attention of employers. The minutes of the Unions before me have been put in, and their printed "policy" and correspondence, and not once from first to last is there any indication of any objection to payment by the hour—at all events until they prepared the printed log with a view to approaching this Court; and even the meaning of the log is doubtful. On this specific subject, therefore, of payment by the hour, I cannot find any dispute "fairly definite and of real substance" within the meaning of *Conway v. Wade* (1909 Appeal Cases, 506); but it is only fair to take into consideration in fixing the wages, the fact that employees here are paid only for their hours of actual work. Fifthly, the work is of a nature that must usually increase, not diminish, the vitality and health of the worker, not as in many factories and workshops. Sixthly, the cost of living is greater in Mildura and in Renmark than in Melbourne or in Adelaide, or in other places near the sea, or not so isolated. Seventhly, the cost of living is increasing since the last scale of wages was settled—increasing in Australia as in all civilized countries.

I have no hesitation in saying that the minimum wage should, as to all or nearly all the operations in question, be fixed on the level of the mere living or basic wage, without any addition for skill or other exceptional qualities; but I think that regard should be had to the short periods of employment, to the expenditure of money and of time in getting to the work, to the "broken time" of the employees, to the fact that they are paid by the hours of actual work, and to the general rise of wages in the community whether affected by wages boards or awards or not.

Two or three concrete cases will illustrate the position. In 1911, A, hearing from a commercial traveller at Sea Lake that there was plenty of work at Mildura, and that the harvest had begun, came to Mildura on the 19th January, tried for work, but could not get it till 6th February. He received 10½d. per hour, the ruling rate (equivalent to 7s. per day if a full day's work), and the work ended

192.
RURAL
WORKERS'
UNION AND
UNITED
LABOURERS'
UNION

v.
MILDURA
BRANCH OF THE
AUSTRALIAN
DRIED FRUITS
ASSOCIATION
AND OTHERS.

The President.

(1) *R. v. Commonwealth Court of Conciliation and Arbitration, ex parte Whybrow and Company and Others.* 11 C.L.R. 1.

1912.
 RURAL
 WORKERS'
 UNION AND
 UNITED
 LABOURERS'
 UNION
 v.
 MILDURA
 BRANCH OF THE
 AUSTRALIAN
 DRIED FRUITS
 ASSOCIATION
 AND OTHERS.
 The President.

on the 2nd March. The first week was wet, and he lost his time, except 12 hours 20 minutes. The second week had eight hours of wet. In the third, A had one hour of overtime. In the fourth, he had no break in the week. His receipts amounted to £13 7s. 3d. gross, that is, at the rate of £1 15s. 1d. per week as from the 6th February to 2nd March. But 1911 was an unusually wet year, and A had come to Mildura too soon, misled by his information. In another case B began picking grapes on the 12th February 1908, and continued until the 19th March. He lost in the meantime five days through the plant being insufficient for the number of persons employed, and one and a half days through wet weather. His receipts were, at 10½d. per hour, £8 19s. 11d. in all, or at the rate of £1 14s. per week. Again, C started on 6th February 1911, and ceased on 8th March. After the picking of the currants, he lost seven days before the sultanas became ripe. Then there were three wet days. His receipts were £5 3s. 2d., averaging £1 2s. 5d. per week. The usual practice, if the worker does not take his chance and come early so as to secure employment, is for the employer to name a day; but he does not guarantee that the work will begin on that day; and as he takes care to err, if at all, on the safe side, the worker, even if sent for, has often three or four days to wait. In some cases, the employer takes precautions to prevent such waste of time. Another, D, started on 3rd February 1910, and finished on 11th March. His gross earnings were £6 12s. 11½d., making his average per week £1 5s. 2d. Another, E, came from Horsham. Rail and expenses came to £1 8s. At his first employment he lost one day through rain. Between his first and his second employments he lost three days. Then he had eight days' work, no lost time.

Now, in the Pastoralists' case⁽¹⁾ I thought it right to fix the wages for the shearers by the returns of the expedition. The problem was to find what should be a fair return for a man starting on an expedition to shear at three or more stations, the time and expenses of going and returning being brought into the calculation. To a large extent, the same principle is applicable here. Most of the workers come from a distance, sometimes on their way to or from other work, sometimes no doubt through a desire for change of work and scene and food. As for the workers who live in the township of Mildura, the blocks are scattered over a settlement of more than nine square miles, and the worker has to travel both morning and evening distances on difficult roads, up to even eight or nine miles, and has to provide himself generally with a horse and trap, or a bicycle. One poor woman, a widow, goes with three children in a trap to work at the picking; and the horse has to be fed. In Renmark, the distance from the town to the work does not exceed three or four miles. A bicycle

(1) Australian Workers' Union v. Pastoralists' Federal Council and Others. 5 C.A.R. 48 at pages 73-78.

can be hired for 6s. or 7s. 6d. a week ; so that even if I were to look at the case of workers resident in the townships, it would be right to take into account their necessary time and expense in travelling. But I have to fix the wages by the circumstances of the majority, and the majority here come from a long distance.

As I have already said, the wages of nearly all the workers have to be fixed on the basis of unskilled labour ; and this is based on the cost of living. The cost of living in Mildura and in Renmark is substantially greater than the cost in Melbourne or other ports. Taking the lowest estimate—that of a Mildura storekeeper called by the respondents—the prices of store goods—and ordinary store goods are the least affected by the rise of prices—are from 5 per cent. to 10 per cent. higher than in Melbourne. According to the experience of Mr. de Garis, one of the chief employers, the difference is even greater. Bread is distinctly dearer—8d. for the 4-lb. loaf—and meat also. Rents in Mildura township for labourers' houses are higher than I found in and near Melbourne. The workers who come from a distance have no rent to pay, but they have generally to provide themselves with tents or other shelter, and with utensils. They have generally to camp on the block (if permitted) or on the roads near the place of their work, so as to be ready to help in case of change of weather or other emergency. In some cases the employer allows the employee to use his wood and water ; and this privilege when granted is evidently much appreciated. Looking at the net wages made per week by the employees, it is doubtful whether the average net return, even reckoning only from the start to finish of the employment, amounts to £1 15s. per week ; and, when the expenses and time of going and coming are taken into account, the net returns are even less. There does not seem to have been up to the present any serious difficulty in inducing a sufficient number of workers to come for the harvesting. The change of food and of work, the healthful conditions, must operate as a considerable inducement ; but during last season, from the 1st December 1911, to 1st May 1912, the workers received, under the temporary agreements, higher wages, 1s. per hour instead of the 10½d. per hour, which they had previously received ; and this fact explains largely the plentiful supply of workers, and the successful harvesting of the bountiful 1912 crop. I have, however, to keep in mind the necessity of securing, if possible, to the growers a steady flow to these settlements of willing workers during the seasons to come ; and it would be absurd to suppose that, when wages are rising elsewhere—when ordinary labourers generally receive elsewhere, not 42s., the minimum which I have prescribed, but 48s., or even 54s. per week, and for work more permanent and less broken—many men will be satisfied to return to their settlements for remuneration which is worth in money considerably less than 35s.

[1912.

RURAL
WORKERS'
UNION AND
UNITED
LABOURERS'
UNION

v.

MILDURA
BRANCH OF THE
AUSTRALIAN
DRIED FRUITS
ASSOCIATION
AND OTHERS.

The President.

1912.
RURAL
WORKERS'
UNION AND
UNITED
LABOURERS'
UNION

v.
MILDURA
BRANCH OF THE
AUSTRALIAN
DRIED FRUITS
ASSOCIATION
AND OTHERS.

The President.

per week. It is distinctly in the interests of the growers themselves that they should feel a reasonable certainty of sufficient willing hands to harvest their fruit at the critical time. Sometimes the delay of an hour may ruin the apricots or the grapes. The claim of the Union is for 1s. per hour for ordinary labour. The existing rate is 10½d. per hour; and I am of opinion that the claim of the Union ought to be conceded, at all events in the case of male workers.

DIPPER MEN, BARROW MEN, CARRIERS OUT FROM DIP, SWEAT LUMPERS, ETC.

It has been the practice in both settlements to pay men of these classes at the rate of 1s. per day more than for other labourers in the harvest, on the ground of the work being heavier, and, in the case of dipping, on account of the greater care and responsibility required. The work referred to is heavier, heavy weights have to be handled; but I am not satisfied that this fact by itself affords sufficient ground for making such a difference in the wages. As I have already said, the lighter the work, the more is expected to be done. The exertion, the expenditure of energy, when the whole day throughout is considered, is fairly equal. However, my function is to secure peace; and as I find the growers willing to accept the distinction, and the workers also, I think that I should make the award in accordance with the wishes of both parties. The higher wages will attract a higher class of men for this work. But the award on this point must not be treated as a precedent. Inasmuch as "sweat lumpers," two men who carry boxes of fruit weighing from 1¼ cwt. to 1½ cwt., get the extra pay, the men who in the factory carry boxes weighing ½ cwt., one man for each, claim the same extra pay. The employers object; and I do not think it right to treat these men as other than ordinary labourers.

DISCRIMINATION ON THE BASIS OF SEX.

Most of the workers concerned are men, even in the simple process of picking. In the process of packing at the factory, however, such work as wrapping citrus in paper, or trimming and laying paper in the boxes, of packing fruit in cartons, of giving a neat facing to the boxes to be exposed in shop windows, are carried out mainly—almost solely—by women or girls. I propose to deal with discrimination on the basis of age subsequently. This is the first time that this Court has had to deal directly with the problem of female labour. The Unions here insist on "equal pay for equal work." This phrase has an attractive sound, and seems to carry justice on its face; for, obviously, where a woman produces as good results as a man in the same kind of work, she ought not to get less remuneration. But the phrase is really ambiguous. If it means equal pay for those

who turn out the same result in quantity, it means piece-work—for 100 tins of fruit, so much pay; for 80 or 50 tins of fruit, so much less.* As Mr. Cater justly says, equal pay for equal work involves unequal pay for unequal work. Mr. Spence, in his thoughtful speech delivered on behalf of the Australian Workers' Union, expressly repudiated the phrase. It is also inconsistent with the other claim, made expressly by the Rural Workers' Union, and made by implication by the United Labourers' Union, that piece-work be not allowed. If, however, the phrase means that there shall be equal pay given to men and to women for work of the same character, its meaning is consistent with the prescribing of a minimum wage under section 40 of the Act. The employer is not bound to retain a woman in his employ if her work is not up to his standard; but if he do retain her, he practically admits that it is. But Parliament, recognising that an employer, with his tremendous power of giving or refusing bread, can often force an applicant for work to accept less than is just in order to get bread, prescribes—or allows this Court to prescribe—a minimum below which the employer must not go. It still leaves him free to dispense with the services of any worker who does not come up to his standard, and to give higher wages to exceptionally good workers whose services he desires to secure. Now, in fixing the minimum wage for a man, I have been forced to fix it by considerations other than those of mere earning power. I have based it, in the first instance—so far as regards the living or basic wage—on “the normal needs of the average employee regarded as a human being living in a civilized community” (see *Harvester Judgment*⁽¹⁾ 2 C.A.R. 3, and subsequent cases). No one has since urged that this is not a correct basis; some employers have expressly admitted that it is. I fixed the minimum in 1907 at 7s. per day by finding the sum which would meet the normal needs of an average employee, one of his normal needs being the need for domestic life. If he has a wife and children, he is under an obligation—even a legal obligation—to maintain them. How is such a minimum applicable to the case of a woman picker? She is not, unless perhaps in very exceptional circumstances, under any such obligation. The minimum cannot be based on exceptional cases. The employer cannot be told to pay a particular employee more because she happens to have parents and brothers and sisters dependent on her; nor can he be allowed to pay her less, because she has a legacy from her grand parents, or because she boards and lodges free with her parents, and merely wants some money for dress. The State cannot ask that an employer shall, in addition to all his other anxieties, make himself familiar with the domestic necessities of every employee; nor can it afford to let a girl with a comfortable home pull down the standard of wages to

1912.

RURAL
WORKERS'
UNION AND
UNITED
LABOURERS'
UNION

v.

MILDURA
BRANCH OF THE
AUSTRALIAN
DRIED FRUITS
ASSOCIATION
AND OTHERS.

—
The President.

(1) *Ex parte H. V. McKay*. 2 C.A.R. 3.

1912.
RURAL
WORKERS'
UNION AND
UNITED
LABOURERS'
UNION

MILDURA
BRANCH OF THE
AUSTRALIAN
DRIED FRUITS
ASSOCIATION
AND OTHERS.
The President.

be paid to less fortunate girls who have to maintain themselves. Nothing is clearer than that the "minimum rate" referred to in section 40 means the minimum rate for a class of workers, those who do work of a certain character. If blacksmiths are the class of workers, the minimum rate must be such as recognises that blacksmiths are usually men. If fruit-pickers are the class of workers, the minimum rate must be such as recognises that, up to the present at least, most of the pickers are men (although women have been usually paid less), and that men and women are fairly in competition as to that class of work. If milliners are the class of workers, the minimum rate must, I think, be such as recognises that all or nearly all milliners are women, and that men are not usually in competition with them. There has been observed for a long time a tendency to substitute women for men in industries, even in occupations which are more suited for men; and in such occupations it is often the result of women being paid lower wages than men. Fortunately for society, however, the greater number of bread winners still are men. The women are not all dragged from the homes to work while the men loaf at home; and in this case the majority even of the fruit-pickers are men. As a result, I come to the conclusion that in the case of the pickers, men and women, being on a substantial level, should be paid on the same level of wages; and the employer will then be at liberty freely to select whichever sex and whichever person he prefers for the work. All this tends to greater efficiency in work, and to true and healthy competition—not competition as in a Dutch auction by taking lower remuneration, but competition by making oneself more useful to the employer. But in the case of the women in the packing sheds, the position is different. I have had the advantage of seeing the women performing the lighter operations of packing at a factory; and I have no doubt that the work is essentially adapted for women with their superior deftness and suppleness of fingers. The best test is, I suppose, that if the employers had to pay the same wages to women as to men, they would always, or nearly always, employ the women; and in such work as this, even if the wages for men and for women were the same, women would be employed in preference. The position is similar as to apricot cutting (or "pitting"). I must, therefore, endeavour to find a fair minimum wage for these women, assuming that they have to find their own food, shelter, and clothing.

MINIMUM WAGE FOR WOMEN PACKERS, ETC.

There has been little or no evidence adduced directly bearing on this subject, and my finding must be taken as tentative, liable to be corrected hereafter on better materials. By far the most of the women employed are resident in the township. The usual cost for

Solicitor to the Commissioners of the
Government Savings Bank of New South Wales.

73

board and lodging when it can be procured is stated to be 17s. or 18s. ; but this figure seems to be primarily applicable to males. There is considerable difference between males and females—say, from the age of fifteen onwards—in the expense of dress. Even in the packing sheds, the work is not constant throughout the year. There are usually big breaks from September to December ; and there are other breaks of greater or less frequency in the other months. The pay is by the hour ; so that in the hours when there is nothing for the women to do they earn nothing ; and yet the expenses of living go on as ever. The present pay is from 5½d. to 6¾d. per hour, or from 3s. 6d. to 4s. 6d. for a full day's work. It is somewhat higher—up to 7½d.—on the blocks. Under the temporary agreements, the employers consented to the full 8s. per day claimed ; but this consent was given on my distinct assurance that I would leave my mind open and unaffected by the rate which the employers conceded for peace at a critical time. As soon as the agreements expired, the old rates were resumed ; but the women were persuaded to continue working by the leaders of the organization pending the arbitration.

Here I may say incidentally that in every case in my experience, except in the case of this United Labourers' Union, the leaders of the Labour organizations are always found to exert their influence in favour of peace ; and as one of their chief arguments they hold out the prospect of relief from this Court or some wages board. This statement, based on actual and careful investigation made by an impartial tribunal, is contrary to the statements so often made by *a priori* theorists, who fancy that they know without enquiry that all labour troubles are due to "agitators," misleading unfortunate workers for their own ends. I do not hope to convince these theorists, but I think it well to let the public know what I find on close scrutiny of actual facts.

Now, in this case the increase from 3s. 6d., or even 4s. 6d. or 5s. for a full day, to 8s., certainly seems violent. It means, if twenty-six women are employed in the factory at 4s. 6d. a day, an increase of £4 11s. in the cost of an output of £72 per day. I have come to the conclusion that, under the circumstances, as the minimum for men and women pickers in competition is to be fixed at 1s. per hour, the minimum for women workers in these processes, in which men are hardly ever employed, should be fixed at 9d. per hour.

DISCRIMINATION ON THE BASIS OF AGE.

If the minimum wage for women be fixed at the same level as the minimum wage for men when they are doing work of the same character, it does not follow that the minimum wage for children should be put on the same level. In light labour, such as fruit picking, women can be fairly treated as competitors with men. The

1912.
RURAL
WORKERS'
UNION AND
UNITED
LABOURERS'
UNION
v.
MILDURA
BRANCH OF THE
AUSTRALIAN
DRIED FRUITS
ASSOCIATION
AND OTHERS.
The President.

1912.
RURAL
WORKERS'
UNION AND
UNITED
LABOURERS'
UNION

MILDURA
BRANCH OF THE
AUSTRALIAN
DRIED FRUITS
ASSOCIATION
AND OTHERS.

The President.

employers in Mildura seem to consider that they are, if anything, better than men, whereas in Renmark men are much preferred, and are employed nearly to the exclusion of women, because they are more useful for an emergency, as when fruit has to be hastily stacked on the approach of rain. Children, however, cannot, be fairly treated as competitors. A child of ten—and many work at picking under ten—has not the habit of steady application or perseverance, has not the feeling of responsibility, or the desire or need for pay, or the deftness of the hand and eye which arises from experience, such as men of 30 or 40 years possess. The work is easy; any child can pick grapes; but it cannot usually keep up 100 tins, or 80, or even 60, day after day. The difficulty arises in drawing the line of age between child and adult. The age of twenty-one is the time fixed by law as the end of infancy; but in this case I do not think I should be justified in drawing the line at twenty-one; for so far as I can find the young person of 18, 19, or 20 is usually as efficient as a full adult, and ought to get the same wages. If I were to prescribe a lower wage, there would be a tendency to employ girls under twenty-one, and at that age to pass them by, and take on other girls under twenty-one. The employer would thus get the same results for lower wages. But it seems fair to prescribe a lower rate for young people under eighteen, and still less for young people under fifteen. I should like it to be understood that I have no power in this dispute, even if it were expedient to do so, to prohibit the employment of children, however young; for there is no dispute, no claim, on that subject. This is a matter for the State Parliaments to deal with, taking into consideration on the one hand the lightness of the work and its open-air conditions, and on the other the strain on the growing child, and the heat of the months of picking. In the award, I make provision for relaxation of the rates with the consent of the Union, or of a board of reference. In specifying a minimum of 7½d. per hour for persons under fifteen years, of course I do not expect that small children will be paid on such a scale; but the ages and power of individual children vary so much that it is better to let each case be considered on its merits, and an appropriate wage agreed on, by those on the spot who know the case and its circumstances. The provision for relaxation of the rates applies also to any workers who are too old or too infirm to earn the specified rate.

HOURS AND OVERTIME.

It is eminently better, more conducive to peace, that definite hours of work for each day should be prescribed; but the growers should be allowed to call on their employees for overtime work even

on Saturday afternoons, Sundays, or holidays, on payment of moderate extra rates. The rates claimed by the United Labourers' Union are too prohibitive. There are cases in which, owing to the coming of rain or other emergencies, delay in operations may ruin the crop or reduce it to a lower grade; and in the case of apricots especially I am told an hour's delay may involve very serious loss. But children should not be required to put in more than eight and a-half hours work in one day. I propose to make the overtime rate 1s. 3d. an hour, but when any one is called out in the night, 1s. 6d. per hour, and not less than 1s. 6d. for even a fraction of an hour. There is no doubt that a little foresight on the part of employers prevents the necessity for much overtime, and the fact that they have to pay for overtime will tend to induce such foresight.

PIECE-WORK.

In Mildura, there has been little piece-work. In Renmark there is much, in certain classes of work. The Rural Workers' Union expressly asks that piece-work shall be prohibited; and the United Labourers' Union asks for rates which from their very nature exclude piece-work. Both in Mildura and in Renmark the employers desire that they should be free to get the work done by piece-work if they so choose. From the nature of the case, the employee is forced to greater speed when he is paid by results than when he is paid by time; and saving of time is saving of money to the grower. On the other hand, the piece-worker has a greater temptation to "scamp" his work than the worker by time. If the one tends to loiter, the other tends to "scamp"; but the employer or his foreman is on the spot to correct both tendencies. On piece-work an exceptionally capable worker earns good wages, better than he can earn at time-work. The employees point out to me, however, that in agreeing as to the price for piece-work the two parties contracting—the grower and the labourer—do not stand on the same contractual level. The grower negotiates with a much better knowledge than the labourer has of the age of the vines, the density of the crop, the plant and facilities for working, &c. Moreover, a child can hardly be expected to make a fair contract for a piece-work rate. There seems to me to be much force in these considerations; but I do not like to tie the hands of growers so that they cannot use the system of piece-work in order to get their operations quickly over. I dislike interfering with the discretion of an employer as to the system of carrying on his business, of making his business pay, so long as the employees are treated fairly as to wages and conditions. At present, I think the case can be met by prescribing, in effect, that whether the work done be done by piece-work or by time-work the remuneration shall not fall below the hourly rates prescribed. I am glad to say that some of the employees who came to

1912.

RURAL
WORKERS'
UNION AND
UNITED
LABOURERS'
UNION

v.

MILDURA
BRANCH OF THE
AUSTRALIAN
DRIED FRUITS
ASSOCIATION
AND OTHERS.

The President.

1912.
RURAL
WORKERS'
UNION AND
UNITED
LABOURERS'
UNION

v.

MILDURA
BRANCH OF THE
AUSTRALIAN
DRIED FRUITS
ASSOCIATION
AND OTHERS.

The President.

the box most bitterly opposed to piece-work admitted either that they could see no injustice in this proposal, or that the system would be less objectionable than simple piece-work.

GENERAL.

There is, fortunately, no danger in this case that such improvements in wages as are now awarded will in any way cripple the industry or seriously affect its profits. It has been expressly admitted on behalf of the growers that the industry would be capable of bearing even the increases demanded by the Unions. This admission makes it unnecessary for me to study the finances of the growers, and has also relieved my mind of the fear that this great and growing industry might be stifled by the wages bill, and these unique settlements injured, settlements which are a monument to the foresight, enterprise and pluck of the founders and pioneers. These founders and pioneers—both settlements were laid out by the Chaffey Brothers—have passed through most trying crises, and surmounted desperate difficulties. They are at last seeing some handsome returns for their labours, returns which nobody should grudge them. They want, however, the certainty of a plentiful supply of willing labour in the harvest seasons; and I have reason to believe that the award will help them to secure it. The returns for the last season, 1911-1912, are not complete yet; but it is admitted on all sides that the season was one of the best that the settlements have known. I have taken care not to base my award on a season so exceptional. Lean years must come, I suppose; and in fat years there may be an increasing difficulty in disposing of fruit which the distillery and the markets are insufficient to absorb. The growers are at present protected as to the prices—the prices are fixed—by what is called “the Trust”—by an agreement made between the factory owners and certain agents for sale. It is not for me to consider the problems which may arise in relation to this agreement; but I have been impressed by the fact that the growers themselves are not parties to the agreement. Mr. Lever, one of the three gentlemen who constitute the executive of the Trust, has furnished me with most interesting averages as to the receipts and expenditure of the growers from the various crops of fruit. As the capacity of the industry to bear the increased wages is admitted, it does not fall within my duty to examine these averages in detail; but, as the growers have no objection to publication of these averages, I should like to commend them to the attention of the leaders of the Unions. When workers see a great crop and the good prices obtained, they do not see, they have usually no means of investigating, the expenditure, even the annual expenditure, involved, which must be paid out of the proceeds. After securing the land, there are the expenses of

clearing, fencing, planting and cultivation, of upkeep, the cost of plant (which depreciates year by year), the expenses of picking and drying and incidental operations, the expenses of conveying in suitable boxes to the factory, and of packing and sending by rail to the ports. The freights are all borne by the growers; and then in the city come the commissions payable to the agents, and then to the merchants (who make a profit in addition), the expenses of storage, Inter-State charges, &c. The Unions have an opportunity in this case of seeing how the proceeds out of which wages must come are depleted, how many mice are nibbling at the other end of the crust, and of seeing the forces which are behind the producers impelling them to economy in wages. If I may judge from the employers whom I have had the opportunity of seeing in the witness box, they want to be fair to their employees; and this award must not be regarded as a condemnation of their conduct. They are often as much the victims of extraneous forces as the employees. Some would gladly pay higher wages, but they act for others, and do not like to be liberal with others' money; some are influenced by a sentiment of fidelity towards fellow-growers. If other employers could see their way to take the Unions and the public into their confidence, even to the extent that the Trust has taken them, I can see that much bitterness would often be avoided between employers and employed, and the way would be opened for a better mutual understanding.

UNDERTAKINGS.

I do not include any provision in the award binding growers to provide accommodation, wood and water—as sought by the United Labourers' Union. It is now conceded that there is no substantial difficulty as to accommodation (by which word leave to camp on the block may be meant, not necessarily a dwelling), or as to the taking of water from the tanks if the irrigation channels are low; and, as to the taking of wood, the growers have voluntarily offered an undertaking, which I propose to embody in the preface to the award, to permit the employees to take wood. The employers in the packing sheds and factories have also promised to try to make the place more comfortable for the women on cold mornings; but the promise cannot be made so definite or rigid as to find a place in the undertakings recited. Moreover, at my suggestion, the growers have abandoned the objection, which some have felt, to recognising the Union, and have promised to make arrangements with the Union whereby they can communicate their requirements to Union officials, and get the benefit of the Union's knowledge and machinery as to suitable and available workers. The Union can, in short, be treated as a kind of free registry office. I feel confident that the promise, as well as the undertakings, will be carried out. There are clear

1912.
RURAL
WORKERS'
UNION AND
UNITED
LABOURERS'
UNION

v.
MILDURA
BRANCH OF THE
AUSTRALIAN
DRIED FRUITS
ASSOCIATION
AND OTHERS.

The President.

1912
RURAL
WORKERS'
UNION AND
UNITED
LABOURERS'
UNION

v.

MILDURA
BRANCH OF THE
AUSTRALIAN
DRIED FRUITS
ASSOCIATION
AND OTHERS.

The President.

indications that the close discussion of details on this arbitration has brought the parties to see each other's difficulties, and to understand each other's conduct, better than heretofore; and the proceedings end with a better mutual appreciation, such as befits practical and generous Australian people.

THE UNITED LABOURERS' UNION.

The only hitch is found in the attitude of the South Australian United Labourers' Union. The members in Renmark are overwhelmingly in favour of arbitration, but the central executive, sitting in Adelaide, is not. Although the chief officials of the Union attended the conference which I held, and although the General President, as well as the Chairman of the Renmark branch, signed the temporary agreements, which saved the harvest, the executive has refused to appoint any representative to act for the Union in the arbitration, and (according to a letter purporting to be signed by the "Acting Secretary") protests against the arbitration. I have been able, however, to get useful evidence in Renmark, on the side of the workers, without the favour of the executive; and the Chairman of the Renmark branch has afforded me much assistance, with Mr. McNamara, who represents the few members of the Rural Workers' Union in Renmark. The United Labourers' Union has been proclaimed as an organization under section 62, and will be subject to the burden, as well as entitled to the benefit, of the award. No reason has been given for the hostile attitude of the leaders of this Union; but I understand that it does not approve of arbitration. In this view, it agrees with certain employers; extremes meet. The ultimate object of the Union is stated as being "The emancipation of labor by the abolition of the wage system"; but if this is the ultimate object, what is to be done in the meantime? Why not, to be consistent, refuse wages as well as refuse arbitration? If by means of arbitration or of wages boards the wages are kept at a better level, why not make use of these expedients? By its opposition the Union has merely deprived its members of the benefit of having its case argued before me by some responsible official. There has been no instance yet of any award of this Court being flouted or disobeyed by either employers or employees—no instance of any strike or of any lockout in defiance of any award. But if this Union should accept the higher wages, and then strike for more during the term of the award, I have power to vary the award, and I shall probably find it my duty to vary it, as regards the members of the Union, by lowering the minimum wage. Certainly, it would not be fair to keep the employers bound by the award, if the members of the Union act as if it imposed no obligation on them—if they take the benefit of the award, and reject the burden. They must surely

take the award as a whole, and not the agreeable parts only. The variation would apply to the members of the recalcitrant Union, not to the members of the other Union. I trust that the warning which I have given will turn out to have been unnecessary; but I am forced to look ahead by the action of the United Labourers' Union itself.

1912.
RURAL
WORKERS'
UNION AND
UNITED
LABOURERS'
UNION

v.

MILDURA
BRANCH OF THE
AUSTRALIAN
DRIED FRUITS
ASSOCIATION
AND OTHERS.

The President.

Here the President read the minutes of the award as he proposed to make it.

After the parties had spoken to the minutes of the award on the 27th June, 1912, the President supplemented his judgment on Friday, the 28th June, as follows:—

At the earnest request of Mr. Cater, who appears for the growers, I make the term of the award three years, not five years, from its date. I have also acceded to his request for clearer expression in clause 2 where it forbids more than eight and a half hours for children; and in clause 2 I have defined "forwarding operations." I do not at all agree with the contention that no forwarding operations of any kind were within the ambit of the dispute. Mr. Cater was not present at the conference at which the dispute was discussed. The demands of the Rural Workers' Union and of the United Labourers' Union are very general in their terms, and certainly include the men who, as incidental to the harvest, take the fruit from the factory to the railway or to the boat or other means of transport. *Primâ facie* the demands would even include men who are engaged as "permanent hands" throughout the year; but I do not think that the dispute really related to these men. It is quite true that the temporary agreements were limited to the 1st May; I could not get the parties to agree for a longer time; but the dispute was of a wider range, and included all operations connected with the harvesting of any fruit during the year.

I have also, though rather against my own judgment, accepted Mr. Cater's suggestion that there should be a lower rate provided for very young female pitters. I had hoped that the provision allowing the rates to be lowered in any individual case with the consent of the Union or of the board of reference would have been sufficient. It is only because the growers wish it that I discriminate also between male workers in the packing shed over eighteen, and those under eighteen; and between female workers in the packing shed over fifteen, and those under fifteen. I assume that female workers will be kept to their distinctive work, as heretofore. If an attempt be made to put them to work which is now entrusted, and properly entrusted, to males, I may have to reconsider the clause on an application to vary it.

1912.
 RURAL
 WORKERS'
 UNION AND
 UNITED
 LABOURERS'
 UNION
 v.
 MILDURA
 BRANCH OF THE
 AUSTRALIAN
 DRIED FRUITS
 ASSOCIATION
 AND OTHERS.
 The President.

There is considerable difficulty in applying the provisions as to overtime to cases in which the worker is employed at piece-work rates with the time-work minimum. I have come to the conclusion, however, that the simplest system, on the whole, is the fairest, and the most likely to lead to efficiency and punctuality. I make the overtime of the piece-worker begin at the same time as it begins for the time-worker. The piece-worker is expected to turn up for work at 7.30 a.m., with the time-workers; and if he is not punctual, the employer has just the same right as in the case of the time-workers to dispense with his services immediately. Time is of the essence of the contract with the employer; and slackness in attendance on the part of the piece-worker is to be discouraged.

I accept the nominees of the parties for the boards of reference. There is some difficulty as to one of the Renmark employers' nominees; and unless the matter be settled within the next few days, I shall have to make the selection myself, and have the names inserted in the formal order when drawn up.

I make the award as on this day, the 28th of June 1912.

AWARD.

The claimant, the Rural Workers' Union, undertaking that its individual members will, in accepting employment, and as between the employers who have signed the temporary agreements referred to in the said order, or who are bound by the award, on the one hand, and the employers who have not signed the agreements, or who are not so bound on the other hand, give preference to the former over the latter, And the Australian Workers' Union, through W. G. Spence, its President, undertaking to make on behalf of its members an agreement with the employers who have signed the said temporary agreements, or who are bound by the award, to the same effect as appearing in the award, And the respondents undertaking to permit their respective harvesting employees, if not resident in Mildura or in Renmark, to take such wood cut or felled as may be necessary for their purposes during their employment,

AWARD, ORDER, AND PRESCRIBE.

1. The following minimum rates of wages shall be paid by or on behalf of the fruit-growers at the Mildura and Renmark settlements to persons employed in or in connexion with the harvesting, packing, and forwarding operations (whether employed on time-work or on piece-work), if they are members of the Rural Workers' Union of Australia or of the South Australian United Labourers' Union :—

	Per Hour.	
	s.	d.
To dipper-men, barrow-men, carriers out from dip, gangers ...	1	1½
To females for cutting or pitting stone fruit—		
If over 15 years of age	0	9
If under 15	0	7½
To other employees, whether male or female, in or in connexion with the harvesting operations—		
If over 18 years of age	1	0
If over 15 and under 18	0	10½
If under 15	0	7½
To sweat lumpers	1	1½

	Per Hour.	1912.
	s.	d.
To other employees in or in connexion with the packing or forwarding operations—		
If male and over 18 years of age	1	0
If male and under 18	0	10½
If female and over 15	0	9
If female and under 15	0	7½

RURAL WORKERS' UNION AND UNITED LABOURERS' UNION
 v.
 MILDURA BRANCH OF THE AUSTRALIAN DRIED FRUITS ASSOCIATION AND OTHERS.
 The President.

These rates may be lowered in individual cases with the consent of the appropriate Union in writing signed by the Secretary of the branch, or, if the Union refuses consent, with the consent of the appropriate board of reference.

“Forwarding operations” include all forwarding as far as the railway in Mildura, or as far as the boat in Renmark, or as far as any other system of transportation over which the respondent has no control.

2. The “hours of work” shall be between 7.30 a.m. and 5 p.m. on Monday, Tuesday, Wednesday, Thursday, Friday, and between 7.30 a.m. and 1 p.m. on Saturday.

No employee under eighteen years of age shall be required or allowed to work beyond eight and a-half hours in any one day, and no other employee shall be required to work beyond twelve hours in any one day, but (subject to these prohibitions) an employee may be required to work at any time for overtime payment.

For any work beyond the “hours of work,” or for any work on Sundays or public holidays, overtime payment shall be made at the rate of time and a quarter.

But for work between 8 p.m. and 7.30 a.m. the payment shall not be less than 1s. 6d. or (if for more than one hour) 1s. 6d. per hour.

In calculating the amount payable to piece-workers on a time basis, overtime shall be reckoned, and overtime payment made, for any work beyond the “hours of work” above mentioned.

3. No fruit-grower shall permit any of the operations to be carried on or functions exercised, so far as regards his fruit, or on his property, by a contractor, or factory owner, or packer, or other person, except in accordance with this award, as if the contractor, or factory owner, or packer, or other person were himself a respondent and bound by the award.

BOARD OF REFERENCE.

4. The Court by this award and on the application of all the parties (except the South Australian United Labourers' Union) appoints for the purpose of the award, a board of reference for Mildura and a board of reference for Renmark.

The Board of reference for Mildura shall consist of William Benjamin Chaffey, of Mildura, fruit-grower, and T. C. Rawlings, of Mildura, fruit-grower (representing the employers), and Vincent Colin Moloney, labourer, of Mildura, and Peter McDonald, of Mildura, labourer, or other the secretary for the time being of the Mildura branch to the said Union (representing the employees) and (in case the board be equally divided on any question or questions or call in his assistance) the Industrial Registrar or such other person as the Court shall name.

The board of reference for Renmark shall consist of Edward Russell Olorenshaw, of Renmark, and Herbert Douglas Howie, of Renmark (representing the employers), and of Benjamin D. Norton, of Renmark, labourer,

1912.

RURAL
WORKERS'
UNION AND
UNITED
LABOURERS'
UNION

v.

MILDURA
BRANCH OF THE
AUSTRALIAN
DRIED FRUITS
ASSOCIATION
AND OTHERS.

The President.

and James Murray Brand or other the chairman for the time being of the Renmark branch of the South Australian United Labourers' Union (representing the employees), and (in case the board be equally divided on any question or questions or call his assistance) the Industrial Registrar or such other person as the Court shall name for the purpose.

The Court assigns to each board the function of allowing, fixing, or determining a lower rate of wages in the case of any employee who is unable to earn the minimum wage prescribed for him by this award, and as to whom the appropriate Union, through its secretary, has refused to give its written consent to the lower rate offered.

The Court also assigns to the Mildura board the function of determining any question arising under this award as between the Rural Workers' Union or any of its members and the employers' parties to this award or any of them.

And to the Renmark board the function of determining any question arising under this award as between the South Australian United Labourers' Union, or the Rural Workers' Union, or any of the members of the said unions and the employers or bodies, parties, to this award, or any of them. And the determination of each board shall be conclusive as between the parties to the reference.

Each board shall sit at such time and place as the members may agree, or as the Registrar shall determine. Each member shall be duly notified of any meeting, and two members shall be sufficient for a quorum.

The following fruit-growers and others are bound by this award:—

THE MILDURA BRANCH OF THE AUSTRALIAN DRIED FRUITS ASSOCIATION.

THE RENMARK FRUIT GROWERS' DEFENCE ASSOCIATION.

THE RENMARK FRUIT PACKING UNION LIMITED.

THE RENMARK FRUIT GROWERS' ASSOCIATION.

MILDURA.

APPLEBY, ALFRED	BEVERLEY, GERALD W.
ARNOLD, MRS. H.	BARNES, H. H.
ARNOLD, W.	BELL, J. H.
ARLOW, W. J.	BOND, CHAS P.
ALLEN, THOS. A.	BARTON, A. P.
ALEXANDER, JAS.	BARTON, L. L.
ALEXANDER, E. F.	BROWN, EDWARD
ARNOLD, MARY	BURRELL, JAS. W.
APPLEBY, G.	BARTER, FRED W.
ADAMS, J. R.	BURROW, W. H.
ADAMSON, L.	BECHER, M.
BURROUGH, F.	BOTTOMS, JAS.
BUTCHART, R. R.	BUTLER, G. E.
BUTCHART, F. A.	BURBURY, A. H.
Box, J. F.	BELL, P. R.

BURBURY, ALBERT R.
 BLEESER, FELIX
 BARNES, L. W.
 BROADSTOCK, J. A.
 BEAUMONT, CHAS.
 BURROWS, WILLIAM
 BARNES, W. J.
 BUTCHART, LILLIAS
 BARRACLOUGH, M. H.
 BROMBY, T.
 BUSH, C. T.
 BURBURY, F. H.
 BROWN, ISSAC
 BROWN, HENRY E.
 CAMPBELL, JAS. H.
 CASEY, E. J.
 CHAFFEY, W. B.
 CHAFFEY, A. E.
 COX, W. H.
 COX, R.
 CAWSE, H. P.
 CUDMORE, R. H.
 CARTER, I. C.
 CROLL, C.
 CUTTS, HERBERT W.
 CANDLISH, M.
 COWRA PACKING CO.
 CREATON, E. S.
 COX, F. J.
 CONNOLLY, W. J.
 CORBOULD, R. R.
 CAMPBELL, G. A.
 CATER, W. RUPERT
 CAMERON, JAMES

CASE, W. A.
 CORBOULD, H. S.
 CORBOULD, C. I.
 CHAPMAN, FRANK
 CROCKETT, J. H.
 COLLINSON, WM.
 CHAPMAN, J. M.
 CASEY, WILFORD J.
 CAMPBELL, A. J.
 CAMPBELL, COLIN
 CROCKETT, W. P.
 CONNOR, W. E.
 COX, G.
 CHAFFEY, H. S.
 CONSIDINE, RAY
 CLIFFORD, J. R.
 CRAMP, F. J.
 CAMERON, ALEX. K.
 CON, LOUEY
 CAMERON, MARGARET
 CREATON, M.
 D'ARCY, WILLIAM
 DOWNING, LILY
 DOWNING, W. H.
 DOUGLAS, WM. P.
 DOVE, T.
 DESAILLY, GEORGE
 DUDFIELD, F. W. G.
 DEAN, THOS. S.
 DOBIE, W. C.
 EASTMAN, CHAS. F.
 EDMONDSTONE, J.
 EINEN, G. C. VON-
 FOSTER, F. G.

1912.
 RURAL
 WORKERS'
 UNION AND
 UNITED
 LABOURERS'
 UNION

D.
 MILDURA
 BRANCH OF THE
 AUSTRALIAN
 DRIED FRUITS
 ASSOCIATION
 AND OTHERS.

The President.

1912.
RURAL
WORKERS'
UNION AND
UNITED
LABOURERS'
UNION

9.

MILDURA
BRANCH OF THE
AUSTRALIAN
DRIED FRUITS
ASSOCIATION
AND OTHERS.

The President.

FISHER, F. G.	HOPKINS, WILLIAM
FORBES, J. A.	HOPKINS, WILLIAM, JUR.
FITZROY, F. T.	HENDERSON, E. T.
FITZPATRICK, M.	HILL, G. A.
FRASER, T. G.	HENSHILWOOD JOHN
GRANT, JOHN	HENSHILWOOD, W. S.
GLAZIER, ROBT.	HAMDORF, CHAS. L.
GODKIN, GEORGE	HIGHTON, ALFRED H.
GOTHORP, C.	HEWSON, F. W.
GOTHORP, JOHN JAMES	HUDSON, JAMES
GOTHORP, WILLIAM	HARPER, JAMES
GLOVER, E. H.	HALL, G. A.
GOOCH, T. H. N.	HALL, H. E.
GOLDIE, H. A.	HARROP, A.
GRANT, A. C.	HOE, P. B.
HOLLICK, E. C.	HOLLICK, P. RUSSELL
HOLLICK, M. I.	HARRIMAN, G. H.
HUNT BROS	HUNTER, G. H.
HENSGEN, R. L.	HOLLICK, HERBERT R.
HALL BROS.	HEDLEY, W. R.
HENSHILWOOD, JAS.	IREDALE, L. H.
HALL, CHAS.	IRYMPLE VALLEY SYND.
HIGHTON, GERARD A.	INMAN, M. L.
HENDERSON, A. S.	JENNER, A.
HOOPS, ROBT. S.	JENNINGS FRED J.
HENSGEN, A.	JEFFREY, W.
HOWARD, E. J.	JAMES, H. G.
HAWSON, SYDNEY	JONES, ALFRED C.
HOLLICK, PERCY T.	JOHNSTONE, A. L.
HAWKSWORTH, J. C.	JENNINGS, W. G.
HOOPS, GUY STAVELEY	JAMES, E.
HOWARD, A.	JONES, FRED
HARRIMAN, B.	JONES, RALPH T.
HALLIDAY, JAS.	JOHNSTON, A. A.
HEDLEY, J. W.	JOHNSTON, A. M.

JOHNSON, H. A.
 JOHNSTON, HUGH
 JUTSON, A. E.
 KEIL, J. J.
 KELLY, T. F.
 KEATING, H. A.
 KNIGHT, A.
 KLUGH, H. R.
 KNIGHT, A. HALSTEAD
 LINDSAY, F. G.
 LOCK, W.
 LLOYD, E. J.
 LOCHHEAD, A. S.
 LILLEY, L. W.
 LEVER, J. J. T.
 LEVIEN, HAROLD F.
 LINTON, R. W.
 LEVER, JOHN
 LILLEY, S.
 LOCHHEAD, JAS.
 LEVER, A.
 LAWLOR, H. M.
 LLOYD, HAROLD
 LLOYD, R. G.
 LANCASTER, THOS.
 LLOYD, W. B.
 LAWSON, P.
 MORPHETT, WILLIAM
 MILLER, H. R.
 MIDGLEY, J. S.
 MILDURA CO-OP. FRUIT CO.
 MAYE, JOHN
 MIERS, W.
 MURRAY, P. M.
 MACGREGOR, G.

MACGREGOR, DONALD
 MITTING, W. O.
 MUIR, W. G.
 MANSELL, REUBEN
 MANSELL, REUBEN, Jun.
 MAYNE, WILLIAM
 MURRAY, JOHN
 MURRAY, BERT F.
 MURDOCH, J. T.
 MITTING, A. E.
 MURRAY, C. A.
 MUNRO, JOHN
 MIERS, GEO. E.
 McDONALD, C.
 McLAREN, J. M.
 McNEE, A.
 McEACHERN, W.
 McKENZIE, R. M.
 McKENZIE, A. P.
 McCOLL, JOHN
 McKAY, A.
 McKENZIE, A.
 McKAY, J.
 McDougall, ALEX.
 NEWTON BROS.
 NETTLETON, S. F.
 NETTLETON, F. C.
 NEWMAN, EDWARD
 NEWMAN, M. E.
 NETTLETON, A. M.
 NASH, H. J.
 OXLEY, J. E.
 PAULSON, C. H.
 PETERSON, K.
 PARDY, W. G.

1912.

RURAL
 WORKERS'
 UNION AND
 UNITED
 LABOURERS'
 UNION

v.

MILDURA
 BRANCH OF THE
 AUSTRALIAN
 DRIED FRUITS
 ASSOCIATION
 AND OTHERS.

The President.

1912.
RURAL
WORKERS'
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UNION

v.
MILDURA
BRANCH OF THE
AUSTRALIAN
DRIED FRUITS
ASSOCIATION
AND OTHERS.

The President.

PRICE, W. T.	ROWE, M. C.
PATERSON, W. W.	SHARLAND, E. C.
PARK, PERCY T.	SKINNER, H. M.
PENNIFOLD, F. J.	SURGEY, E. B.
PUGSLEY, L. V.	SCOTT, G. M.
PITTMAN, H. E.	SAWYER, C. B.
PLUMMER, C. H.	SOUTHEE, L. J.
PAUL, H. F.	SETFORD, OSWOLD C.
ROBERTS, E.	STEVENS, HENRY T.
RICHARDSON, F. T.	SYMONDS, A. E.
READ and HARROP	SMITH, JOHN
RAINBOW, J.	SMART, JOHN
ROGERS, THOS. F.	SCOTT, GEORGE
RODWELL, C. W.	SHEEHAN, JOHN
RAWLINGS, THOS. C.	SMITH, ARCHIBALD
RIDDELL, J. P.	SEMMENS (Exors. of)
ROWCROFT, T. W.	SARNIA PACKING PTY. LTD
RITCHIE, J. C.	SMITH, JAMES
RUSSELL, ROBT.	SMITH, W. M.
ROUND, S. A.	SEMMENS, STEPHEN H.
RAILWAY PACKING Co.	SHILLIDAY, JOHN H.
ROBERTS, E. J.	SKINNER, C. JNO.
RAINBOW, S.	SKINNER, P. P.
ROBERTS, C. W.	SMITH, D. M.
RAWLINGS, MARY M.	SHERRING, S. J. H.
RAWLINGS, ALFRED	SMITH, LESLIE J.
ROBERTS VICTOR L.	SMITH, BURNLEY
ROBERTS, M.	STEDMAN, GEORGE
ROBERTSON, R. BLAIR	SMITH, FRANK L.
ROBERTSON, T. W.	SURGEY, JOHN H.
READ, E. T.	SURGEY, TOM E.
ROWE, R. M.	SURGEY, M. L.
RODWELL, C. W.	STEDMAN, A. F.
READER, A. G.	SAWYER, W. J.
ROWE, W. J.	SMALES, R. A.

*Solicitor to the Commissioners of the
Government Stamp Duties in South Wales.*

87

STEVENS, W. E.
SMITH, JAMES
STEPHENSON, T. A.
TOWNSEND, T. H.
TOWNSEND, A. H.
THOMPSON, H. P.
THOMAS, T. H.
TREVATT, S. A.
THOMSON, D. S.
TELFORD, ANDREW R.
TELFORD ROBT. G.
TREVATT, CHAS.
THOMSON, ROSE
TAIT, ANDREW
TAYLOR, A.
THATCHER, F.
THOMSON, G. W.
VENDELEUR, F. E.
WALPOLE, E.
WALPOLE, M.
WADDINGTON, H. M.
WITTMAN, GEORGE
WALKER, GEORGE, JUN.
WRIGHT, H. A.
WATMUFF, E. L.

WOOD, LESLIE H. S.
WOODS, R. K.
WRIGHT, H. W.
WHITLEY, CHAS. S.
WOODS, W. K.
WILLCOCK, S. A.
WORMWELL, ENOCH
WOO YONG
WILES, H.
WHITE CLIFFORD C.
WEBSTER, W.
WATMUFF, J. B.
WISHART, A. M.
WOOD, J.
WATMUFF BROS.
WALKER, W.
WALKER, GEO., Sen.
WHARTON, JAS.
WILKINSON, ELLEN
WILKINSON, THOS.
WILKINSON, AMY E.
WAUGH, —
YOUNG, JOHN
YOUNG, M.

1912.
RURAL
WORKERS'
UNION AND
UNITED
LABOURERS'
UNION
v.
MILDURA
BRANCH OF THE
AUSTRALIAN
DRIED FRUITS
ASSOCIATION
AND OTHERS.
The President.

RENMARK.

ANDERSON, G.
BASEY, F. H.
BLACK, JOHN
BOVILL, HARRY J.
BUCHAN, JOSEPH I.
CHRISTIAN, GEO.
CLARK, J. W.
COX, SYDNEY RAMSAY
CRESWELL, CHAS. R.

CUNNINGHAM, F. A.
CUTLACK, FRANK W.
CUTTLE, W. G.
DAVIES, A. E.
DAVIES, D. L.
DE WITTE, HENRY
FISHER, H. M.
FLECK, F. M.
GENESTE, M. B.

1912.
RURAL
WORKERS'
UNION AND
UNITED
LABOURERS'
UNION

v.
MILDURA
BRANCH OF THE
AUSTRALIAN
DRIED FRUITS
ASSOCIATION
AND OTHERS

The President.

GIBBONS, A. J.	PATERSON, JNO. M.
GUINAND, P., M.D.	PIKE, H. STANLEY
HAY, JOHN R. C.	PITT, EDWIN
HOWIE, H. D.	PRICE, D. W.
HUTTON, ED. E.	PRICE, H. C.
JAMES, R. P.	ROGERS, W. G.
JOHNS, A. S.	ROPER, ALFRED
KILBURN, H.	ROSE, C. R.
LAIDLAW, J. A.	SCUTTER, W.
LEWIS, FRED	SHOWELL, H.
LITTLE, H. R.	SIMPSON, K.
LOW, D. A.	SMITH, D. L.
MALCOLM, A.	SMITH, JOSEPH MICHELL
MALCOLM, H.	STEWART, T.
MALCOLM, J.	(For Deramore Estate)
MALYCHA & SMELT	STEWART, WILLIAM
MCDUGALL, FRANK L.	SYMENS, N.
MCGARVIE, JAMES I.	THOMPSON, ALFRED
MCGREGOR, CHAS. WM.	TREVOR, G. F. A.
MEAD, E. J.	<i>per</i> A. ROPER
MILLAR, CHAS. R.	TUCKER, M. J.
MORANT, A. F.	TURNER, CHAS. E.
MORANT, C. A. L.	TURNER, FRANCIS
MORRES, P. H.	WATERS, W. H.
MUSPRATT, WALTER E.	WEBB, A. C.
NEEDHAM, STAFFORD H.	WESTE, OSCAR
ODGERS, VICTOR P.	WILSON, N. B.
OGILVY, G. BALFOUR	WILLIAMS BROS. & SNOW
OGILVY, H. BALFOUR	WILLS, E. M.
OGILVY, J. BALFOUR	WOODHAM, W. R.
OLORENSHAW, F. R.	WYLLIE, FRANK A. P.
OLORENSHAW, F. J.	WYLLIE, FRANK S.
OLORENSHAW, H. E.	WYLLIE, W. V.
OLSSSEN, B.	

This award is made and dated the 28th day of June, 1912, and is to continue in force for three years from its date.