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APPEALS TO COMMISSION IN COURT SESSION—

Against Decision of Board of Reference—

WATER, SEWERAGE AND DRAINAGE EMPLOYEES.

(Government.)

Award No. 22 of 1967.

(Re rate for welders and their assistants employed on the 54-inch main water line in the Riverton district.)

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 314 of 1968.

Between Minister for Water Supply and another, Appellants, and Government Water, Sewerage and Drainage Employees' Industrial Union of Workers and others, Respondents.

Before The Commission in Court Session.

Mr. Commissioners E. R. Kelly, D. E. Cort, and J. R. Flanagan.

The 18th day of October, 1968.

Mr. G. A. Johnson on behalf of the appellants.

Mr. B. Finlay on behalf of the Government Water, Sewerage and Drainage Employees' Industrial Union of Workers.

Mr. J. Mutton on behalf of the Coastal District Committee, Amalgamated Engineering Union, Association of Workers.

Judgment.

MR. COMMISSIONER KELLY: The Commission is satisfied unanimously that the appeal should be dismissed, though not necessarily for the same reasons; that is, each member of the Commission does not necessarily have the same reasons for so deciding.

I would dismiss the appeal on the first ground to begin with because I do not think there is any question of jurisdiction involved here at all. The Board has a discretion under the provisions of the award to determine a rate for whatever work is the subject of a dispute, and in exercising that discretion it cannot be said to have gone outside its jurisdiction. The next point which is raised and about which the parties before us seem to be in some doubt is the area over which the Board's determination operates. I am satisfied in my own mind that the dispute did relate to the whole of the waterline passing through Riverton. The respondents to this appeal are obviously of that view, and I really do not think there is any doubt that the Board itself considered that that was what it was dealing with. I am strengthened in that view by the fact that the appellant in the proceedings before the Board of Reference was at pains to draw the Board's attention to the good parts of the job and to how conditions would improve when the job had progressed beyond the particular point at which the work being viewed was then to be found. There would have been little point in that being drawn to the attention of the Board if the appellant—the respondent in the proceedings before the Board—had not understood that the Board was looking at the whole of the job; otherwise attention would have been concentrated on the work immediately in view.

Be that as it may, I am satisfied that the Board was viewing, and intended its determination to apply to, the whole of the job. I am also satisfied, as I have said, that the application was intended to apply to that work.

Turning then to the second ground of the appeal ("That the Board materially offended against the proper exercise of its discretionary power by awarding an amount of $3.50 per week") I can find nothing in the submissions advanced by the appellant which would enable us to conclude that there had been any material offence against the proper exercise by the Board of Reference of its discretion.

As Mr. Johnson has pointed out, the Board has not indicated in its decision what factors have weighed with it or to what extent they have

weighed with it in arriving at the decision; but the Board did pose itself a clear question in paragraph 6 of the Chairman's determination; "The second question is whether the nature and conditions of the work are such as justify a rate in excess of that prescribed by the award in Part 18A, clause 2 (a) (ii)?" Having posed that question, the Chairman answered it in the affirmative. In paragraph 8 he was satisfied that the nature and conditions of the work justified a rate in excess of $2.25. To what extent he considered other matters to be relevant is not clear, except that it is apparent that he had regard for all that was put to him by the parties on both sides.

I see nothing in any of this which reveals any offence against the exercise of a discretion, and I would dismiss the appeal.

I would add that if the appellant is in any doubt or remains in doubt about the extent to which the Board of Reference decision was intended to apply, then of course there is nothing to prevent it making application for a further Board of Reference in relation to the balance of the work which is to be done. In this way any doubt, as I say, which is in the mind of the appellant can be removed; but I emphasise in saying this that there is no doubt in my mind—and there appears to be none in the minds of the respondents.

MR. COMMISSIONER CORT: I also agree that the appeal should be dismissed.

This matter came before the Board by way of a reference from the Government Water Supply, Sewerage and Drainage Employees' Union when it informed the Registrar that a dispute "has arisen over the payment of the construction work allowance as prescribed in the award" and asked that a Board of Reference be constituted to deal with that dispute. The facts surrounding the dispute are as set out in the letter:—

> The welders and their assistants are engaged in constructing a 54-inch main waterline through Riverton.
>
> The nature of the work, the earth and the continued inflow of water into the work area justifies, in the opinion of the unions party to the award, a rate in excess of that set out in clause 2 (a) (ii).

and subsequently that was amended to include 2 (a) (i).

In my view, that was the dispute referred to the Board and it was the only dispute which could be dealt with by the Board.

From what has been said on behalf of the appellant this morning, he accepts the amount of $3.50 as being proper for what I regard as being the matter referred to the Board, and therefore it is not possible to do anything other than to dismiss the appeal. In my opinion work on the pipeline, in conditions other than those referred to in the letter, is work not covered by the decision.

It is true that the absence of specific reasons under paragraph 8 of the decision of the Board does not assist in ascertaining the factors which caused the $3.50 to be prescribed. In paragraph 6 the second question posed was: "Whether the nature and conditions of the work . . ." and in paragraph 8 the Board "was satisfied that the work in this instance is such as would bring a rate of allowance in excess of the $2.25". However, as indicated, I feel that these words should be qualified by the dispute which the Board had before it and the nature and conditions of that work.

I am not disposed to go into the various matters raised by the appellant, but I would indicate that I cannot agree that the Board exceeded its jurisdiction in that it failed to have regard to the limitations set by the Commission. It will be clear from what I have already said that if the Board had intended to go beyond the dispute referred to it, then it may have exceeded its jurisdiction—but not otherwise.

As to the second ground of the appeal, I would indicate that I would agree with at least one of the matters raised by the appellant. If the decision were based solely on the ground that welders working alongside other workers were to receive $3.50 as being a proper rate because those other workers were paid that amount, then this is a matter which was properly one to be determined by the Commission rather than the Board of Reference. However, the decision of the Commission has given the Board the right to look at the conditions and fix what it considers to be a proper rate. As the Board apparently had no material put before it by the appellant in this instance as to what was the starting point, the appellant can hardly complain if the Board considered that the job under review was one out of the ordinary; but, as I have indicated, the conditions actually seen by the Board were conditions which, in the appellant's view, warranted $3.50.

Apparently, from what has been said, the conditions are different from those which the Board was called upon to view. It follows that if the parties do not agree (as apparently they do not) as to the proper rate which should be paid under the conditions presently being experienced by welders, then the dispute should be referred to the Board of Reference for determination. The Board may then look at those conditions and determine whether $2.25 or $3.50 or some other amount is proper for the workers concerned in that dispute.

For these reasons, I would dismiss the appeal before the Commission.

MR. COMMISSIONER FLANAGAN: I would also dismiss the appeal. I would indicate that I endorse generally the comments of my colleagues in reaching this conclusion.

I would only add (and I think this has been referred to by my colleagues) that I did entertain some doubts as to the precise meaning of those parts of the decision which were not very specific; that is, when the Chairman speaks of "the work in this instance" and "having taken all relevant matters into consideration". These doubts, however, can be largely resolved if the appellant in these proceedings decides to apply for the Board of Reference to be re-constituted.

From a consideration of all the matters put to the Commission in Court Session, I am satisfied that, notwithstanding the phraseology, it was the intention of the Board to apply the rate to the whole of the job. As far as I am concerned, I am satisfied that this was its intention, although as previously stated I entertained some doubts when analysing the particular words to which I have referred. I consider the appeal should be dismissed.

MR. COMMISSIONER KELLY: The decision of the Commission in Court Session is unanimously that the appeal be dismissed. The opinion of the majority of the Commission is that the decision of the Board (and I mention this only so that there will be no doubts in the minds of the parties on this) applied to the whole of the job. It is in this

context that we point out that the appellant is at liberty to apply to the Board of Reference constituted under the award with respect to the balance of the work, if it is in doubt as to the extent of the operation of the original determination.

Decision accordingly.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 314 of 1968.

Between: Minister for Water Supply and another, Appellants, and Government Water, Sewerage and Drainage Employees' Industrial Union of Workers, and others, Respondents.

HAVING heard Mr. G. A. Johnson on behalf of the appellants, Mr. B. Finlay on behalf of the Government Water, Sewerage and Drainage Employees' Industrial Union of Workers and Mr. J. Mutton on behalf of the Coastal District Committee, Amalgamated Engineering Union, Association of Workers, respondents, in the matter of an appeal against the decision of the Board of Reference given on the 2nd day of September, 1968, the Commission in Court Session, in pursuance of the powers contained in section 108C of the Industrial Arbitration Act, 1912-1966, doth hereby order—

That the appeal herein against the decision of the Board of Reference be dismissed.

Dated at Perth this 18th day of October, 1968.

By the Commission in Court Session,

(Sgd.) E. R. KELLY,

[L.S.] Commissioner.

AWARDS—Delivered—

ANIMAL WELFARE WORKERS.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 8 of 1968.

Between Federated Miscellaneous Workers' Union of Australia, West Australian Branch, Union of Workers, Applicant, and Royal Society for the Prevention of Cruelty to Animals, Melville Animal Hospital and others, Respondents.

Before Chief Industrial Commissioner B. M. O'Sullivan, Esq.

The 18th day of November, 1968.

Mr. W. S. Latter on behalf of the applicant.

Mr. H. J. deBurgh on behalf of the respondents.

Judgment.

THE COMMISSIONER: This is a Reference of Industrial Dispute between the Federated Miscellaneous Workers' Union of Australia, West Australian Branch, Union of Workers, and the Royal Society for the Prevention of Cruelty to Animals and the Melville Animal Hospital and others, wherein the union seeks an award to apply to workers engaged in the Animal Welfare Industry.

There has not been an award previously to cover workers in the industry and the applicant seeks an award for a term of twelve months only.

The parties have been able to reach agreement on all matters with the exception of the provision of "Preference to Unionists" and the rate of pay for "Inspectors" (clause 19).

Throughout this judgment I will record the respondent Society in the form it is so well known in the community, i.e., R.S.P.C.A.

The dispute as to the clause giving preference to unionists was not presented with any particular stress and the arguments rested upon the arguments of times presented to the Commission on the same matter of preference.

In support of the marginal rate claimed for inspectors, the applicant union called as witnesses the two inspectors employed by the R.S.P.C.A. Those witnesses described the nature of their duties and told the Commission of their experience prior to their appointments and their qualification for the appointment.

The respondent R.S.P.C.A. called its Secretary and he explained the work of the Society in the community and in particular how that work is affected by the two inspectors. The Secretary gave evidence of the financial ability of the Society.

I will proceed to deal with the two matters in the order in which they appear in the claim.

Preference to Unionists.

I believe that the claim should be included in its usual form but I remind the parties of the previously used expression, namely, "that the purpose of the preference clause is to assist the unions to fulfil their obligations under the Act".

Rates of Pay.

The only other instance mentioned of workers of the like, sought to be covered by this reference and being subject of award provisions, was in the case of the Animal Welfare (State) Award, N.S.W. No. 149 of 1968. It is noted that the award comes from the decision of a Conciliation Committee and so far as I am aware was made by consent.

The award was interesting but does not afford a real guide to the matter at present in hand. It is not shown what qualifications are required of an inspector nor are his duties make known. Further, there is no note of the reasons for assessment of the rate prescribed.

It was proposed by Mr. Latter, for the applicant union, that the margin appropriate for an inspector under the proposed award be the same as that for the inspector under the N.S.W. award, i.e., $23.05, but I cannot accede to his proposition when I consider the fact that I have not had evidence to cause me to conclude that the duties are of a similar nature and the further fact that neither of the witnesses could demonstrate in his evidence that he possessed any skill as a result of academic or practical training for the job as might be expected from a worker who seeks a margin more than $3 greater than a tradesman in the Metal Trades.

It was submitted on behalf of the union that the method of determination of rates as used by Mr. Commissioner Taylor in a Vehicle Builders' Case numbered 61 and 831/1968 of the Commonwealth Conciliation and Arbitration Commission is appropriate to the question before me. Mr. Commissioner Taylor made his assessment by applying eleven factors for consideration in the fixation of wage rates. I do not disagree with the submission of Mr. Latter and I have considered the factors presented in this instance and they have assisted me in my determination.

The answer made by the R.S.P.C.A. to this part of the claim offers the two workers involved the same amount as they at present receive and from

the evidence there does not appear to have been any real attempt made to assess properly the value of the work of the inspector.

In his evidence the Secretary of the Society explained that he had given full consideration to the wages paid to the inspectors and after receiving the claim and having seen the answer given he made a decision of what he believed the proper figure for the inspectors should be and he said that he believed that their wages should be $3 higher than it is at present. That would bring the margin of the inspectors to the figure of $9.40.

I have considered that figure with the figure agreed for the margin for the Animal Attendant (adult male). I have noted the parts of the transcript wherein the qualifications of the Animal Attendant and the Animal Nurses are discussed. I have paid regard to the fact that the inspectors are in constant touch with the public and that principally through them the work of the R.S.P.C.A. is demonstrated to the community as they move in their vehicles into all districts within the metropolitan area.

I have noted that the Society has carried on the practice of paying the rental for a telephone at each inspector's home and pays the sum of $10 to each inspector each six months to cover the cost of any telephone calls which might be made on behalf of the Society. That arrangement was made before the supply to the inspectors of a two-way radio in the motor vehicles and now the payment of the telephone rental and the $10 each six months is considered to be a perquisite of the job as the telephone is seldom needed to be used for the purpose of the business of the Society and if that circumstance prevails it could well be reviewed by the Society in view of this wages claim.

After considering the matter raised I have concluded that the rate appropriate for the inspectors is $9.40 per week.

The minutes of the proposed award will now issue in the form of agreed matters as submitted by the parties and amended by this judgment.

The special loading in clause 2A has been increased to $1.95 and the minimum wage rate in paragraph (a) of subclause (5) of clause 19 has been increased to $38.90, which is in conformity with the judgment of the Commission in Court Session given recently.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 8 of 1968.

Between Federated Miscellaneous Workers' Union of Australia, West Australian Branch, Union of Workers, Applicant, and Royal Society for the Prevention of Cruelty to Animals, Melville Animal Hospital and others as per schedule of respondents, Respondents.

CHIEF INDUSTRIAL COMMISSIONER B. M. O'SULLIVAN, in pursuance of the powers and jurisdiction conferred upon him by section 50 of the Industrial Arbitration Act, 1912-1966, doth hereby make the following award in connection with the industrial dispute between the above-named parties.

Award.

1.—Title.

This award shall be known as the Animal Welfare Industry Award.

2.—Arrangement.

1. Title.
2. Arrangement.
2A. Special Loading.
3. Scope.
4. Term.
5. Contract of Service.
6. Casual Workers.
7. Hours.
8. Overtime.
9. Meal Money.
10. Holidays and Annual Leave.
11. Absence Through Sickness.
12. Long Service Leave.
13. Right of Entry.
14. Under Rate Workers.
15. Board of Reference.
*16. Preference to Unionists.
17. Travelling Time and Expenses.
18. Time and Wages Record.
*19. Rates of Pay.
20. Protective Clothing.
21. Call Back.
22. Part Time Workers.
23. Work on Saturdays, Sundays and Public Holidays.
24. Night Work.
25. Definitions.

* Denotes disputed clauses.

2A.—Special Loading.

(1) Each ordinary wage rate prescribed elsewhere herein shall be increased—

(a) by one dollar and ninety-five cents per week if it is equal to or greater than the basic wage for males, or as the case may be, the basic wage for females; and

(b) in all other cases by an amount which bears the same relationship to one dollar and ninety-five cents as the ordinary wage rate bears to the basic wage for males, or as the case may be, the bsaic wage for females.

(2) For the purposes of subclause (1) of this clause and to give effect thereto, wherever a basic wage is prescribed herein it shall be deemed to be increased by one dollar and ninety-five cents per week.

3.—Scope.

This award shall apply to all workers employed in any calling in the industries of animal welfare, animal care, animal breeding or animal homes and to all employers employing such workers who are covered by the provisions of this award.

4.—Term.

The term of this award shall be for a period of one year from the beginning of the first pay period commencing after the date hereof.

5.—Contract of Service.

(1) Except in the case of casual workers, who shall be engaged on an hourly contract of service, the contract of employment of every worker shall be a weekly contract terminable by one week's notice on either side.

(2) In the event of an employer or a worker failing to give the required notice one week's wages shall be paid or forfeited. In the case of casual workers one hour's pay shall be paid or forfeited as the case may be.

(3) Provided this shall not affect the right of an employer to dismiss an employee without notice for misconduct.

6.—Casual Workers.

(1) A casual worker means a worker engaged and paid as such.

(2) Casual workers shall be paid 15 per cent. of the ordinary rate in addition to the ordinary rate for the calling in which he is employed.

7.—Hours.

(1) Forty hours shall constitute a week's work and shall be worked on any five days of the week.

(2) Any worker who is not on duty and elects to remain on the employer's premises shall not be paid for such time.

(3) Any meal break shall not exceed one hour.

(4) Subject to clause 8 hereof the spread of shift shall not exceed twelve hours.

8.—Overtime.

(1) For all work done outside the rostered hours of duty, or outside the spread of hours referred to in clause 7 hereof, payment shall be at the rate of time and a half for the first four hours and double time thereafter.

(2) Work done after 12 noon on Saturdays or on Sundays or any of the holidays prescribed in clause 10 (1) hereof shall be paid for at double time rates.

(3) Notwithstanding anything contained herein:

(a) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(b) No organisation, party to this award or worker or workers covered by this award shall in any way, whether directly or indirectly, be party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.

(4) In the calculation of overtime each day's work shall stand alone.

9.—Meal Money.

(1) A worker required to work overtime for more than two hours, without being notified on the previous day or earlier, that he will be so required to work, shall be supplied with a meal by the employer or paid sixty-five cents for a meal.

(2) If the amount of overtime required to be worked necessitates a second or subsequent meal, the employer shall, unless he has notified the workers concerned on the previous day or earlier, that such a second or subsequent meal will also be required, provide such meals or pay an amount of forty-five cents for each second or subsequent meal.

(3) No such payments need be made to workers living in the same locality as their workshops who can reasonably return home for such meals.

(4) If a worker in consequence of receiving such notice has provided himself with a meal or meals and is not required to work overtime, or is required to work less overtime than notified, he shall be paid the amount above prescribed in respect of the meals not then required.

10.—Holidays and Annual Leave.

(1) The following days or the days observed in lieu shall, subject to clause 8 hereof, be allowed as holidays without deduction of pay, namely: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties in lieu of any of the days named in the subclause.

(2) Where Christmas Day, or New Year's Day falls on a Saturday or a Sunday, such holiday shall be observed on the next succeeding Monday and where Boxing Day falls on a Sunday or a Monday such holiday shall be observed on the next succeeding Tuesday. In each case the substituted day shall be deemed a holiday without deduction of pay in lieu of the days for which it is substituted.

(3) On any public holiday not prescribed as a holiday under this award, the employer's establishment or place of business may be closed, in which case a worker need not present himself for duty and payment may be deducted, but if work be done, ordinary rates of pay shall apply.

(4) Except as hereinafter provided, a period of three consecutive weeks' leave with payment of ordinary wages as prescribed shall be allowed annually to a worker by his employer after a period of twelve months' continuous service with that employer.

(5) If any award holiday falls within a worker's period of annual leave and is observed on a day which in the case of that worker would have been an ordinary working day there shall be added to that period one day being an ordinary working day for each such holiday observed as aforesaid.

(6) Any time in respect of which a worker is absent from work except time for which he is entitled to claim sick pay or time spent on holidays or annual leave as prescribed by this award shall not count for the purpose of determining his right to annual leave.

(7) In special circumstances and by mutual consent of the employer, the worker and the union concerned, annual leave may be taken in not more than two periods.

(8) Notwithstanding the provisions of this clause an employer who observes a Christmas closedown for the purpose of granting annual leave may require a worker to take his annual leave in not more than two periods, but neither of such periods shall be less than one week.

(9) In the event of a worker being employed by an employer for portion only of a year, he shall only be entitled, subject to subclause (10) of this clause, to such leave on full pay as is proportionate to his length of service during that period with such employer, and if such leave is not equal to the leave given to the other workers he shall not be entitled to work or pay whilst the other workers of such employer are on leave on full pay.

(10) If after one month's continuous service in any qualifying twelve monthly period a worker leaves his employment or his employment is terminated by his employer through no fault of the worker, the worker shall be paid one quarter of a week's pay at his ordinary rate of wage in respect of each completed month of service in that qualifying period.

(11) In addition to any payment to which he may be entitled under subclause (10) of this clause, a worker whose employment terminates after he has completed a twelve monthly qualifying period and who has not been allowed the leave prescribed under this award in respect of that qualifying period shall be given payment in lieu of that leave or, in a case to which subclauses (7) or (8) of this clause applies, in lieu of so much of that leave as has not been allowed, unless—

(a) he has been justifiably dismissed for misconduct; and

(b) the misconduct for which he has been dismissed occurred prior to the completion of that qualifying period.

(12) The provisions of this clause do not apply to casual workers.

11.—Absence Through Sickness.

(1) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health for one twelfth of a week for each completed month of service. Provided that payment for absence through such ill-health shall be limited to one week in each calendar year. Payment hereunder may be adjusted at the end of each calendar year, or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

(2) A worker shall not be entitled to receive any wages from his employer for any time lost through the result of an accident not arising out of or in the course of his employment or for any accident wherever sustained arising out of his own wilful default or for sickness arising out of his own wilful default.

(3) No worker shall be entitled to the benefits of this clause unless he produces proof satisfactory to his employer of sickness, but the employer shall not be entitled to a medical certificate unless the absence is for three days or more.

(4) Sick leave shall accumulate from year to year so that any balance for the period specified in subclause (1) of this clause which has in any year not been allowed to any worker by his employer as paid sick leave may be claimed by the worker and subject to the conditions hereinbefore prescribed shall be allowed by his employer in any subsequent year, without diminution of the sick leave prescribed in respect of that year. Provided that the sick leave which accumulates pursuant to this subclause shall be available to the worker for a period of two years but no longer from the end of the year in which it accrues.

(5) Notwithstanding the provisions of subclause (3) hereof, a worker, who has already been allowed paid sick leave on one occasion shall not be entitled to payment for any further absence in the same year unless during the ordinary working hours that the worker is absent the employer requests in writing the employee to produce on his return to work a medical certificate stating that he was unable to attend for duty on account of personal ill-health.

(6) The provisions of this clause do not apply to casual workers.

12.—Long Service Leave.

The Long Service Leave provisions published in Volume 44 of the *Western Australian Industrial Gazette* at pages 606 to 612 both inclusive are hereby incorporated in and shall be deemed to be part of this award except that the date of 1st April, 1968, in paragraph (2) of subclause (2) is to be amended to read 24th December, 1958.

13.—Right of Entry.

Accredited representatives of the union shall be permitted to interview the workers on the business premises of the employer during non-working times or meal breaks.

In the case of a dispute between the union and an employer which is likely to lead to a cessation of work or to an application to the Commission and which involves the inspection of workers or of machines in the process of production, such union representatives shall have right of entry into the factory at any time during which the workers or machines concerned are working.

14.—Under Rate Workers.

(1) Any worker who by reason of old age or infirmity is unable to earn the minimum wage, may be paid such lesser wage as may from time to time be agreed upon in writing between the union and the employer.

(2) In the event of no agreement being arrived at, the matter may be referred to the Board of Reference for determination.

(3) After application has been made to the Board, and pending the Board's decision, the worker shall be entitled to work for and be employed at the proposed lesser rate.

15.—Board of Reference.

(1) The Commission hereby appoints, for the purposes of this award, a Board of Reference consisting of a Chairman and two other members who shall be appointed pursuant to Regulation 80 of the Industrial Arbitration Act (Western Australian Industrial Commission) Regulations 1964.

(2) The Board of Reference is hereby assigned the function of determining any dispute between the parties in relation to any matter which, under this award, may be allowed, approved, fixed, determined or dealt with by a Board of Reference.

16.—Preference to Unionists.

(1) In this clause—

"the union" means the Federated Miscellaneous Workers' Union of Australia, West Australian Branch, Union of Workers;

"unionist" means a worker who is a member of the union;

"non-unionist" means a worker who is not a member of the union.

(2) Subject to the provisions of this clause it is a condition of employment under this award that each non-unionist shall

(a) unless he has already applied for membership of the union in the manner prescribed by the rules of the union, apply for such membership in the manner so prescribed within seven days of receiving, from an accredited representative of the union, a copy of those rules, a copy of this clause and an application form for membership;

(b) upon being notified that he has been accepted as a member of the union, do such things as may be required under the rules of the union in relation to his admission to membership; and

(c) thereafter remain a unionist while so employed.

(3) Subclause (2) of this clause does not apply to any worker—

(a) who holds a certificate of exemption from membership of the union issued and in force pursuant to section 61B of the Industrial Arbitration Act, 1912-1966;

(b) who prior to the expiration of the seven days referred to in that subclause, has applied for such a certificate of exemption, unless and until that application is finally determined under that section; or

(c) for the unexpired portion of any period in respect of which he has, prior to commencing employment under this award, paid membership fees on his own behalf to another union.

(4) (a) Where the Secretary of the union has notified an employer that a non-unionist to whom the provisions of subclause (2) of this clause apply has failed or refused to comply with those provisions, that non-unionist shall not be retained in employment by that employer for more than twenty-four hours to the exclusion of any well-conducted unionist who is employed by, or who applies for employment with that employer and who is adequately experienced and otherwise competent in the work performed by that non-unionist, and is of the sex to which that work is allotted by this award or, where the award makes no such provision, by custom.

(b) Where paragraph (a) of this subclause operates so as to require the dismissal of a non-unionist by his employer the provisions of subclause (2) of clause 5 of this award are hereby declared inoperative in respect of that dismissal but only if—

(i) a unionist is engaged to commence work in the place of the non-unionist; and

(ii) that the dismissal does not become effective before the unionist has so commenced.

(5) A non-unionist shall not be engaged for any work to the exclusion of a well-conducted unionist if that unionist—

(a) is adequately experienced in and competent to perform that work;

(b) applies to that employer, for employment on that work—

(i) not later than the time at which the non-unionist applies; or

(ii) within the time specified by that employer in any advertisement calling for such applications,

whichever is the later;

(c) is able to commence work at the time required by the employer; and

(d) is of the sex to which the work concerned is allotted by this award or, where the award makes no such provisions, by custom.

(6) Subclause (5) of this clause does not apply to a non-unionist—

(a) who holds a certificate of exemption from membership of the union issued and in force pursuant to section 61B of the Industrial Arbitration Act, 1912-1966; or

(b) for the period between the date on which he applies for such a certificate and the date on which that application is finally determined under that section.

17.—Travelling Time and Expenses.

Where an employee is sent to work from an employer's recognised place of business the employer shall pay all travelling time from such place of business to the job and if the employee is required to return the same day to the employer's place of business the employer shall pay travelling to the place of business. An employee sent for duty to a place other than his regular place of duty or required to attend a court or any enquiry in connection with his employment shall be paid travelling expenses.

18.—Time and Wages Record.

(1) The employer shall keep, or cause to be kept, a record in which shall be entered weekly—

(a) the name of each worker to whom this award applies;

(b) the nature of the work performed;

(c) the hours worked each day;

(d) the amount of wages and overtime (if any) received by the worker each week.

(2) The said record shall be signed by the worker if correct.

(3) Such record shall be open for inspection at the employer's business premises by a duly accredited representative of the union during working hours: Provided that if the representative does not give twenty-four hours' notice of his intention to inspect the record and the record be not available when the representative calls, it shall be made available for inspection within twenty-four hours at the employer's business premises.

19.—Rates of Pay.

The minimum rates of wages payable to workers covered by this award shall be as follows:—

	$
(1) Basic Wage (per week):	
Adult Males	33.50
Adult Females	25.13
(2) Margins—Adult Males (per week):	
Animal Attendant	7.50
Inspector	9.40
Kennel Hand and Food Preparer	4.50
All Others	3.00
(3) Margins—Adult Females (per week):	
Animal Nurse—	
(a) First year	8.65
(b) Second year	9.70
Animal Attendant	7.00
Kennel Hand and Food Preparer	3.00
All Others	2.50
(4) Junior Workers (per cent. of male or female basic wage per week):	
Males—	%
Under 16 years of age	35
16 to 17 years of age	45
17 to 18 years of age	55
18 to 19 years of age	70
19 to 20 years of age	85
20 to 21 years of age	100

Females—	%
Under 16 years of age	35
16 to 17 years of age	45
17 to 18 years of age	55
18 to 19 years of age	70
19 to 20 years of age	80
20 to 21 years of age	90

(5) (1) Notwithstanding the provisions of this clause, no adult male worker shall be paid less than thirty-eight dollars ninety cents per week as ordinary rates of pay in respect of the ordinary hours of work prescribed by this award.

(2) Where a minimum rate of pay as aforesaid is applicable to a worker for work in ordinary hours the same rate shall be applicable to the calculation of overtime and all other penalty rates, payment during sick leave and annual leave and for all other purposes of this award.

20.—Protective Clothing.

(1) Workers shall be supplied with overalls or other suitable protective clothing and where necessary rubber boots and gloves.

(2) Where an employee is required to work in inclement weather he shall when necessary be supplied with suitable wet weather clothing.

21.—Call Back.

When a worker is recalled to work after leaving the job—

(1) He shall be paid for at least three hours at overtime rates;

(2) Time reasonably spent in getting to and from work shall be counted as time worked.

22.—Part Time Workers.

(1) Notwithstanding anything contained in this award workers may be regularly employed to work less hours per week than are prescribed in clause 7 hereof, and such workers shall be remunerated at a weekly rate *pro rata* to the rate prescribed for the class of work on which they are engaged in the proportion which their hours of work bear to the hours fixed by clause 7 hereof for their class of work.

(2) When a worker is employed under the provisions of this clause, he shall receive payment for wages, for annual leave, for holidays and for sick leave on a *pro rata* basis in the same proportion as the number of hours regularly worked each week bears to forty hours.

(3) The Secretary of the union shall be advised within twenty-eight days of the date of this award of all employees employed in a part-time capacity.

(4) The Secretary of the union shall be advised within seven days of any part-time position created after the date of this award.

(5) Any dispute as to whether a part-time position is necessary shall be referred to the Board of Reference.

23.—Work on Saturdays, Sundays and Public Holidays.

(1) All ordinary hours of work on Saturdays shall be paid at the rate of ordinary time plus 25 per cent.

(2) All ordinary hours of work on Sundays shall be paid at the rate of ordinary time plus 50 per cent.

(3) The foregoing penalties shall be in substitution for night work penalties where the latter would otherwise have application.

24.—Night Work.

(1) Workers employed where the ordinary hours of duty extend beyond 8 p.m. shall be paid an extra five per cent. for each shift so worked.

(2) Workers employed where the ordinary hours of duty extend beyond midnight shall be paid an extra ten per cent. for each shift so worked.

25.—Definitions.

"Animal Nurse" shall mean a worker who holds a Diploma of the Registered Animal Nursing Auxiliary Association or equivalent with at least two years' instruction.

"Animal Attendant" shall mean a worker who has completed six months' service under the supervision of a qualified veterinary surgeon and is considered by the employer to be competent to assist a veterinary surgeon in animal welfare and to be capable of handling clinical records.

In witness whereof this award has been signed by the said Commissioner this 19th day of November, 1968.

(Sgd.) B. M. O'SULLIVAN,
[L.S.] Commissioner.

Schedule of Respondents.

Mr. P. S. Adams—1524 Albany Highway, Cannington.

Ascot Veterinary Hospital—63 Epsom Avenue, Belmont.

St. Francis Veterinary Hospital—7 Main Street, Osborne Park.

Mr. P. M. A. Harwood—20 Henry Street, Fremantle.

Mr. A. R. Hugh—Dalry Road, Darlington.

Mr. K. J. Kent—31 Kintail Road, Applecross.

Mr. R. K. Kent—6 Strome Road, Applecross.

Melville Animal Hospital—34a Rome Road, Melville.

Messrs. I. J. Miller and M. J. Grandison—2 Devon Road, Swanbourne.

Mr. C. P. Owens—72 Canning Highway, South Perth.

Royal Society for the Prevention of Cruelty to Animals—49 St. George's Terrace, Perth.

Mr. A. F. Smits—597 Stirling Highway, Cottesloe.

Mr. L. W. Spiers—3 Riverview Road, East Victoria Park.

Mr. B. Stein—52 Salvado Road, Wembley.

GARDENERS.

(Education Department.)

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 46 of 1968.

Between the West Australian Cleaners, Caretakers, Lift Attendants, Window Cleaners, Attendants and Watchmen's Industrial Union of Workers (Perth), Applicant, and the Hon. Minister for Education of Western Australia, Respondent.

WHEREAS an industrial dispute existed between the abovenamed parties, and whereas the said dispute was referred to The Western Australian

Industrial Commission for the purpose of hearing and determination, and whereas the said reference of industrial dispute was allocated pursuant to section 54 of the Industrial Arbitration Act, 1912-1966, to Commissioner D. E. Cort, and whereas the parties subsequently met and conferred and have arrived at agreement on all matters in difference and whereas the parties have this day appeared before the said Commissioner by their respective representatives and requested the said Commissioner to make the said agreement an award of the Commission: Now, therefore, the said Commissioner, pursuant to section 65 of the said Act and all other powers therein enabling him, hereby declares the memorandum hereunder written to have the same effect as and be deemed an award of the Commission.

Memorandum of Agreement.

(Note: Wherever the word "award" occurs herein, it shall be taken to mean and include "agreement".)

1.—Title.

This award shall be known as the Gardeners (Education Department) Award 1968 and replaces Award No. 16 of 1965.

2.—Arrangement.

1. Title.
2. Arrangement.
2A. Special Loading.
3. Scope.
4. Term.
5. Definitions.
6. Contract of Service.
7. Hours.
8. Overtime.
9. Annual Leave.
10. Public Holidays.
11. Sick Leave.
12. Long Service Leave.
13. Time and Wages Book.
14. Higher Duties.
15. Appliances and Materials.
16. Change and Meal Rooms.
17. Fares, Travelling Time and Transport.
18. Board of Reference.
19. District Allowance.
20. Preference to Unionists.
21. Wages.

2A.—Special Loading.

(1) Each ordinary wage rate prescribed elsewhere herein shall be increased—

(a) by $1.95 per week if it is equal to or greater than the basic wage for males or, as the case may be, the basic wage for females; and

(b) in all other cases by an amount which bears the same relationship to $1.95 as the ordinary wage rate bears to the basic wage for males or, as the case may be, the basic wage for females.

(2) For the purposes of subclause (1) of this clause and to give effect thereto, wherever a basic wage is prescribed herein it shall be deemed to be increased by $1.95 per week.

3.—Scope.

This award shall apply to the workers employed by the respondent in the classifications mentioned in clause 21 of this award.

4.—Term.

This award shall be for a period of three years as from the beginning of the first pay period commencing on or after the date hereof.

5.—Definitions.

"Senior Gardener Grade 1" means a worker who is placed in charge of the garden of any school and one or more gardeners or gardener's assistants.

"Senior Gardener Grade 2" means a worker who is placed in charge of the garden of any school or any two schools of close proximity. For the purpose of this definition where a primary school is adjacent to an infants school, both schools shall be counted as one school.

"Gardener" means a worker working under the direction of a Senior Gardener Grade 1 who carries out the usual duties of gardening.

"Assistant Gardener" means a worker who is not required to exercise the skill of a gardener.

6.—Contact of Service.

(1) (a) All casual workers shall be entitled to a minimum engagement of two hours, or pay for such period in lieu thereof.

(b) Subject to paragraph (a) hereof the engagement of a casual worker may be terminated at any time and all wages due shall be paid at the termination of such engagement.

(2) Except as hereinbefore provided the contract of service shall be by the week and shall be terminable by one week's notice on either side.

(3) In lieu of giving the notice prescribed herein the employer may pay or the worker forfeit a week's wages as the case may be.

(4) Any worker on a weekly engagement who is ready, willing and available for work shall be provided with a full week's work by the employer. If a full week's work is not provided the worker shall be entitled to be paid not less than the minimum weekly wage prescribed herein for his class of work.

(5) Nothing contained herein shall affect the employer's right to dismiss for misconduct, and in such cases wages shall be paid up to the time of dismissal only.

(6) The employer shall be under no obligation to pay for any day not worked upon which the worker is required to present himself for duty, except when such absence from work is due to illness coming within the provisions of clause 11 or is on account of holidays to which the worker is entitled under this award.

7.—Hours.

(1) The ordinary hours of work shall not exceed forty hours in any one week, Monday to Friday, and shall be worked between the hours of 6 a.m. and 5 p.m.

(2) Every worker covered by this award shall be allowed ten minutes each day for changing clothes, and such time shall be counted as part of the week's work.

(3) Each worker shall be allowed one hour for a meal between hours of 12 noon and 2 p.m.

8.—Overtime.

(1) All time worked in excess of or outside of the usual hours or outside the daily spread shall be paid for at the rate of time and one-half for the first four hours and double time thereafter.

(2) All time worked on Sundays shall be paid for at the rate of double time.

(3) The employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

9.—Annual Leave.

(1) Except as hereinafter provided a period of three consecutive weeks' leave with payment of ordinary wages as prescribed shall be allowed annually to a worker by his employer after a period of twelve months' continuous service with such employer.

(2) If any award holiday falls within a worker's period of annual leave and is observed on a day which in the case of that worker would have been an ordinary working day there shall be added to that period one day being an ordinary working day for each such holiday observed as aforesaid.

(3)(a) Subject to paragraph (b) of this subclause, when computing the annual leave due under this clause no deduction shall be made from such leave in respect of the period that a worker is on annual leave and/or holidays. Provided that no deductions shall be made for any approved period a worker is absent from duty through sickness with or without pay unless the absence exceeds three calendar months, in which case deduction may be made for such excess only.

(b) Approved periods of absence from work caused through accident sustained in the course of employment shall not be considered breaks in continuity of service, but the first six months only of any such period shall count as service for the purpose of computing annual leave.

(4) After one month's continuous service in any qualifying twelve monthly period a worker whose employment lawfully terminates shall be paid, in respect of each completed month of continuous service in that qualifying period, one quarter of a week's pay at his ordinary rate of wage.

(5) Any worker who may resign or be dismissed from the service for any cause, other than for peculation or theft, shall be entitled to receive payment for any annual leave which may have been due up to the time of leaving the service, provided always that if the worker has been dismissed for peculation or theft no claim for annual leave shall be recognised. Misconduct herein referred to shall not affect accumulated annual leave or payment therefor.

(6) When work is closed down for the purpose of allowing annual leave to be taken, workers with less than a full year's service shall only be entitled to payment during such period for the number of days' leave due to them.

(7) "Ordinary wages" for the purpose of subclause (1) hereof shall mean the rate of wage the worker has received for the greatest proportion of the calendar month prior to his taking the leave.

(8) The provisions of this clause shall not apply to casual workers.

10.—Public Holidays.

(1) (a) The following days or the days observed in lieu shall, subject as hereinafter provided, be allowed as holidays, without deduction of pay, namely: New Year's Day, Australia Day (26th January), Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day: Provided that another day may be taken as a holiday by arrangement between the parties in lieu of any of the days named in the subclause.

(b) Where Christmas Day or New Year's Day falls on a Saturday or a Sunday, such holiday shall be observed on the next succeeding Monday and where Boxing Day falls on a Sunday or a Monday such holiday shall be observed on the next succeeding Tuesday; in each case the substituted day shall be deemed a holiday without deduction of pay in lieu of the day for which it is substituted.

(2) Whenever any holiday falls on a worker's ordinary working day and the worker is not required to work on such day he shall be paid for the ordinary hours he would have worked on such day if it had not been a holiday. If he is required to work on a holiday he shall be paid for the time worked as if it was an ordinary working day and shall, in addition, be allowed a day's leave with pay to be added to the annual leave or to be taken at some subsequent day if the worker so agrees.

(3) When a worker is off duty owing to leave without pay or sickness, including accidents on or off duty, except time for which he is entitled to claim sick pay, any holiday falling during such absence shall not be treated as a paid holiday. Where the worker is on duty or available on the working day immediately preceding a holiday, or resumes duty, or is available on the working day immediately following a holiday as prescribed in this clause, the worker shall be entitled to a paid holiday on all such holidays.

(4) A casual worker shall not be entitled to payment for any holiday referred to in this clause.

11.—Sick Leave.

(1) (a) A worker shall be entitled to payment for non-attendance on the ground of personal ill health for one-sixth of a week's pay for each completed month of service.

(b) If, in any calendar year any absence through sickness exceeds the worker's current entitlement, and, by service subsequent to the sickness the worker becomes entitled to further sick leave with pay, payment may be adjusted at the end of that calendar year or at the time the worker leaves the service of the employer; whichever is the sooner.

(c) Any unused portion of the sick leave herein prescribed up to a maximum of one week in respect of each calendar year shall be allowed to accumulate and may be availed of in the next or any succeeding year.

(2) This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

(3) No worker shall be entitled to the benefits of this clause unless he produces proof satisfactory to the employer, or his representative, of sickness, but the employer shall not be entitled to a medical certificate unless the absence is for more than two days.

(4) No payment will be made for any absence due to the worker's own fault, neglect or misconduct.

12.—Long Service Leave.

The conditions governing the granting of long service leave to full time Government wages workers generally shall apply to workers covered by this award.

13.—Time and Wages Book.

(1) The employer shall keep or cause to be kept a time book and wages sheet, in either of which shall be entered—

(a) the name of each worker to whom this award applies;

(b) the nature of the work performed;

(c) the hours worked each day;

(d) the wages and overtime (if any) paid to each worker.

Workers shall record their starting and finishing times daily in the time book; and shall sign the wages sheet on receipt of their wages.

(2) The time book with all entries therein shall on demand be produced for inspection by the secretary or duly authorised official of the union at any reasonable time. The wages sheet shall be similarly produced on demand during ordinary office hours.

14.—Higher Duties.

(1) Any worker performing work carrying a higher minimum rate than his regular rate of wage shall be paid for the time so employed at such higher minimum rate. Provided that acting time of less than twenty minutes in any one day shall not be counted.

(2) Any worker required to perform work in a lower grade on any day or portion thereof shall not be reduced in wages whilst employed in such lower capacity.

15.—Appliances and Materials.

(1) All materials, appliances and tools required in connection with the performance of the worker's duties shall be supplied to such worker by the employer without charge.

(2) Rubber boots or face masks shall be supplied when considered necessary by the employer without charge. In the event of a dispute, the question of supply shall be determined by a Board of Reference.

(3) Any worker who is required to work in the rain shall be supplied with suitable protective clothing by the employer, without charge.

16.—Change and Meal Rooms.

(1) Suitable dressing accommodation shall where practicable be provided by the employer where workers may change their clothes. Tools and appliances shall not be kept in the dressing room.

(2) Workers shall be permitted to eat their meals in a convenient and clean place, protected from the weather, and each worker shall remove all litter and foodstuffs after use.

(3) All workers shall be provided with facilities for boiling water.

17.—Fares, Travelling Time and Transport.

(1) When a worker is sent to work from an employer's recognised place of business, the employer shall pay all travelling time from such place of business to the job, and if the worker is required to return the same day to the employer's place of business, the employer shall pay travelling time to the place of business.

(2) A worker sent to a job away from his regular place of duty shall be paid for any fares in excess of those incurred in travelling from his home to his regular place of duty and return.

(3) Where a worker is required to travel from one school to another and return on the same day, time spent in travelling shall be in the employer's time.

(4) Where a worker is required to work before the commencement or after the cessation of public transport, the employer shall, if reasonably necessary, provide the means of transport to enable the worker to travel from his place of residence to the job or return.

18.—Board of Reference.

(1) The Commission hereby appoints, for the purposes of this award, a Board of Reference consisting of a chairman and two other members who shall be appointed pursuant to regulation 80 of the Industrial Arbitration Act (Western Australian Industrial Commission) Regulations, 1964.

(2) The Board of Reference is hereby assigned the function of allowing, approving, fixing, determining or dealing with any matter of difference between the parties in relation to any matter which, under this award, may be allowed, approved, fixed, determined or dealt with by a Board of Reference.

19.—District Allowance.

District Allowances as specified below shall be paid to workers employed in the undermentioned localities namely:—

Boundaries of Districts.	Allowance Per Week. $
(1) The area within a line commencing on the coast; thence east along lat. 28 to Tallering Peak; then southeast to Mt. Gibson and Burracoppin; thence to a point southeast at the junction of lat. 32 and long. 119; thence south along long. 119 to coast	Nil.
(2) The area within a line commencing on the coast at lat. 27, then east to a point on long. 119, then south along long. 119 to lat. 28, then east along lat. 28 to a point north of Mt. Redcliffe, thence due south along to a point on lat. 30; thence east along lat. 30 to long. 123; thence south along long. 123 to the coast; thence along the coast to the boundary of No. 1 district	00.50
(3) The area within a line commencing on the coast at lat. 26; thence along lat. 26 to long. 123; thence south along long. 123 to the boundary of No. 2 district	00.90
(4) The area within a line commencing on the coast at lat. 24; thence east to the South Australian border; thence south to the coast; thence along the coast to long. 123; thence north to the intersection of lat. 26; thence west along lat. 26 to the coast	3.00
(5) That area of the State situated between latitude 24° and latitude 22°	6.00
(6) That area of the State north of a line running east from Carnot Bay to the South Australian border	7.00

20.—Preference to Unionists.

(1) In this clause—

"the union" means the West Australian Cleaners, Caretakers, Lift Attendants, Window Cleaners, Attendants and Watchmen's Industrial Union of Workers, Perth.

"unionist" means a worker who is a member of the union;

"non-unionist" means a worker who is not a member of the union.

(2) Subject to the provisions of this clause it is a condition of employment under this award that each non-unionist shall—

(a) unless he has already applied for membership of the union in the manner prescribed by the rules of the union, apply for such membership in the manner so prescribed within seven days of receiving, from an accredited representative of the union, a copy of those rules, a copy of this clause and an application form for membership;

(b) upon being notified that he has been accepted as a member of the union, do such things as may be required under the rules of the union in relation to his admission to membership; and

(c) thereafter remain a unionist while so employed.

(3) Subclause (2) of this clause does not apply to any worker—

(a) who holds a certificate of exemption from membership of the union issued and in force pursuant to section 61B of the Industrial Arbitration Act, 1912-1966;

(b) who, prior to the expiration of the seven days referred to in that subclause, has applied for such a certificate of exemption, unless and until that application is finally determined under that section; or

(c) for the unexpired portion of any period in respect of which he has, prior to commencing employment under this award, paid membership fees on his own behalf to another union.

(4) (a) Where the secretary of the union has notified an employer that a non-unionist to whom the provisions of subclause (2) of this clause apply has failed or refused to comply with those provisions, that non-unionist shall not be retained in employment by that employer for more than twenty-four hours to the exclusion of any well-conducted unionist who is employed by or who applies for employment, with that employer and who is adequateliy experienced and otherwise competent in the work performed by that non-unionist, and is of the sex to which that work is allotted by this award or, where the award makes no such provision, by custom.

(b) Where paragraph (a) of this subclause operates so as to require the dismissal of a non-unionist by his employer the provisions of clause 6 of this award are hereby declared inoperative in respect of that dismissal but only if—

(i) a unionist is engaged to commence work in the place of the non-unionist; and

(ii) that the dismissal does not become effective before the unionist has so commenced.

(5) A non-unionist shall not be engaged for any work to the exclusion of a well-conducted unionist if that unionist—

(a) is adequately experienced in and competent to perform that work;

(b) applies to that employer for employment on that work—

(i) not later than the time at which the non-unionist applies; or

(ii) within the time specified by that employer in any advertisement calling for such applications,

whichever is the later;

(c) is able to commence work at the time required by the employer; and

(d) is of the sex to which the work concerned is allotted by this award or, where the award makes no such provision, by custom.

(6) Sub-clause (5) of this clause does not apply to a non-unionist—

(a) who holds a certificate of exemption from membership of the union issued and in force pursuant to section 61B of the Industrial Arbitration Act, 1912-1966; or

(b) for the period between the date on which he applies for such a certificate and the date on which that application is finally determined under that section.

21.—Wages.

The minimum rates of wages payable under this award shall be as follows:—

	$
(1) Basic Wage (per week)	33.50
(2) Margins (per week)—	
(a) Senior Gardener Grade 1	8.80
(b) Senior Gardener Grade 2	7.50
(c) Gardener	6.00
(d) Gardener's Assistant	4.50

(3) A Senior Gardener who is required to maintain turf wickets at any school shall be paid in addition to the rates herein prescribed $1.25 per week. Occasional off-season attention shall not qualify a worker for payment under this subclause.

(4) Casual workers shall be paid fifteen per cent. in addition to the rates payable under this award.

I certify, pursuant to section 65 of the Industrial Arbitration Act, 1912-1966, that the foregoing is a copy of the agreement arrived at between the parties mentioned above.

Dated at Perth this 7th day of November, 1968.

(Sgd.) D. CORT,
Commissioner.

[L.S.]

Filed at my office this 7th day of November, 1968.

R. BOWYER,
Registrar.

AWARDS—Amendment of—

COMMERCIAL TRAVELLERS.

Award No. 43 of 1961.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 385 of 1968.

Between Western Australian Commercial Travellers' Guild (Industrial Union of Workers), Applicant, and Henry Berry and Co. (Australasia) Ltd. and others, Respondents.

HAVING heard Mr. R. G. Taylor on behalf of the applicant and Mr. J. M. Ince on behalf of the respondents, and by consent, I, the undersigned, Commissioner of The Western Australian Industrial Commission, in pursuance of an allocation to me under section 54 of the Industrial Arbitration Act, 1912-1966, and in pursuance of the powers contained in section 92 of the said Act, and all other powers therein enabling me, do hereby order and declare—

That the Commercial Travellers' Award, No. 43 of 1961, as amended, be and the same is hereby further amended in accordance with the following schedule and that such amendment shall take effect as from the beginning of the first pay period commencing on or after the date hereof.

Dated at Perth this 1st day of November, 1968.

(Sgd.) E. R. KELLY,
[L.S.] Commissioner.

Schedule.

Clause 2A.—Special Loading: Delete the figures and word "60 cents" wherever they appear and insert in lieu thereof the words "one dollar and ninety-five cents."

DREDGE WORKERS.

(Government.)

Award No. 24 of 1956.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 389 of 1968.

Between Amalgamated Seamen and Dockers' Union of Western Australia, Union of Workers, Applicant, and Minister for Works, Respondent.

HAVING heard Mr. D. K. Dans on behalf of the applicant and Mr. L. Pilgrim on behalf of the respondent, and by consent, I, the undersigned, Commissioner of The Western Australian Industrial Commission, in pursuance of an allocation to me under section 54 of the Industrial Arbitration Act, 1912-1966, and in pursuance of the powers contained in section 92 of the said Act, and all other powers therein enabling me, do hereby order and declare—

That the Government Dredges Award No. 24 of 1956, as amended, be and the same is hereby further amended in accordance with the following schedule and that such amendment shall take effect as from the beginning of the first pay period commencing on or after the date hereof.

Dated at Perth this 4th day of November, 1968.

(Sgd.) E. R. KELLY,
[L.S.] Commissioner.

Schedule.

1. Clause 2A—Special Loading: Delete existing clause and insert in lieu thereof:—

Clause 2A.—Special Loading.

(1) Each ordinary wage rate prescribed elsewhere herein shall be increased—

(a) by $1.95 per week if it is equal to or greater than the basic wage for males or, as the case may be, the basic wage for females; and

(b) in all other cases by an amount which bears the same relationship to $1.95 as the ordinary wage rate bears to the basic wage for males or, as the case may be, the basic wage for females.

(2) For the purposes of subclause (1) of this clause and to give effect thereto, wherever a basic wage is prescribed herein it shall be deemed to be increased by $1.95 per week.

2. Clause 3—Wages: Delete subclause (b) and insert in lieu thereof:—

(b) Margins per week—	$
Quartermaster	13.25
Deckhands	12.40
Greaser	13.20

Casual watchmen on dredge in Commission —deckhands ordinary rate plus 20 per cent. for shift of eight hours.

Provided that members of the crew shall be paid ordinary rate plus 10 per cent. for shift of eight hours.

ELECTRICAL TRADES.

(Gold Mining.)

Award No. 59 of 1948.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 303 of 1968.

Between Electrical Trades Union of Workers of Australia (Western Australian Goldfields Sub-Branch), Kalgoorlie, Applicant, and Lake View and Star Ltd., and others, Respondents.

HAVING heard Mr. O. K. Salmon on behalf of the applicant and Mr. G. J. Martin on behalf of the respondents, and by consent, I, the undersigned, Commissioner of The Western Australian Industrial Commission, in pursuance of an allocation to me under section 54 of the Industrial Arbitration Act, 1912-1966, and in pursuance of the powers contained in section 92 of the said Act, and all other powers therein enabling me, do hereby order and declare—

That the Electrical Trades (Gold Mining) Award No. 59 of 1948, as amended and consolidated, be and the same is hereby further amended in accordance with the following schedule and that such amendment shall take effect as from the beginning of the first pay period commencing on or after the date hereof.

Dated at Perth this 20th day of September, 1968.

(Sgd.) J. R. FLANAGAN,
[L.S.] Commissioner.

Schedule.

1. Clause 5—Wages: Delete subclause (c) of this clause and insert in lieu thereof:—

(c) Occupation (margin per week)	$
Motor and battery attendant	6.35
Electrical wireman or lineman	10.75
Electrical fitter	19.40

2. Clause 20—Special Rates and Provisions: Delete subclause (c) of this clause and insert in lieu thereof:—

(c) Leading Hands: Leading hands in charge of—

not less than three and not more than ten workers shall be paid at the rate of two dollars and seventy cents per week extra;

more than ten and not more than twenty workers at the rate of four dollars and eighty-five cents per week extra;

more than twenty workers at the rate of seven dollars and fifteen cents per week extra.

HAIRDRESSERS.

(Ladies.)

Award No. 30 of 1962.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 398 of 1968.

Between The West Australian Hairdressers and Wigmakers' Employees' Union of Workers, Applicant, and The Master Ladies' Hairdressers' Industrial Union of Employers of W.A. and others, Respondents.

HAVING heard Mr. H. A. Backshall on behalf of the applicant and Mr. H. J. de Burgh on behalf of the respondents, and by consent, I, the undersigned, Commissioner of The Western Australian Industrial Commission, in pursuance of an allocation to me under section 54 of the Industrial Arbitration Act, 1912-1966, and in pursuance of the powers contained in section 92 of the said Act, and all other powers therein enabling me, do hereby order and declare—

That the Ladies' Hairdressers' Award No. 30 of 1962, as amended, be and the same is hereby further amended in accordance with the following schedule and that such amendment shall take effect as from the beginning of the first pay period commencing on or after the date hereof.

Dated at Perth this 7th day of November, 1968.

(Sgd.) D. CORT,
[L.S.] Commissioner.

Schedule.

Clause 2A.—Special Loading.

Delete the figures and word "60 cents" wherever they appear and insert in lieu thereof the words "one dollar and ninety-five cents".

HAIRDRESSERS.

(Male.)

Award No. 17 of 1963.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 396 of 1968.

Between The West Australian Hairdressers and Wigmakers' Employees Union of Workers, Applicant, and Master Gentlemen's Hairdressers' Association of W.A., Union of Employers, Perth, Respondent.

HAVING heard Mr. H. A. Backshall on behalf of the applicant and Mr. H. J. de Burgh on behalf of the respondent, and by consent, I, the undersigned, Commissioner of The Western Australian Industrial Commission, in pursuance of an allocation to me under section 54 of the Industrial Arbitration Act, 1912-1966, and in pursuance of the powers contained in section 92 of the said Act, and all other powers therein enabling me, do hereby order and declare—

That the Male Hairdressers' Award No. 17 of 1963, as amended, be and the same is hereby further amended in accordance with the following schedule and that such amendment shall take effect as from the beginning of the first pay period commencing on or after the date hereof.

Dated at Perth this 7th day of November, 1968.

(Sgd.) D. CORT,
[L.S.] Commissioner.

Schedule.

Clause 2A.—Special Loading.

Delete the figures and word "60 cents" wherever they appear and insert in lieu thereof the words "one dollar and ninety-five cents".

HOSPITAL EMPLOYEES.

(Domestics—Government.)

Award No. 21 of 1966.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 344 of 1968.

Between Hospital Employees' Industrial Union of Workers, W.A., Applicant, and Minister for Health and others, Respondents.

HAVING heard Mr. C. R. Warner on behalf of the applicant and Mr. L. Y. Hitchen on behalf of the respondents, and by consent, I, the undersigned, Commissioner of The Western Australian Industrial Commission, in pursuance of an allocation to me under section 54 of the Industrial Arbitration Act, 1912-1966, and in pursuance of the powers contained in section 92 of the said Act, and all other powers therein enabling me, do hereby order and declare—

That the Hospital Domestics (Government) Award No. 21 of 1966, as amended be and the same is hereby further amended in accordance with the following schedule.

Dated at Perth this 14th day of November, 1968.

(Sgd.) J. R. FLANAGAN,
[L.S.] Commissioner.

Schedule.

Clause 36.—Wages: Delete classification (h) (viii) of subclause (2) and insert in lieu thereof:—

	$
(viii) Electrician—	
Mental hospitals	19.40
Where required to sign permits	20.40

LAUNDRY WORKERS.

Award No. 8 of 1963.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 397 of 1968.

Between Metropolitan Laundry Employees' Industrial Union of Workers, Applicant, and Monarch Laundry Pty. Ltd. and others, Respondents.

HAVING heard Mr. H. A. Backshall on behalf of the applicant and Mr. H. J. de Burgh on behalf of the respondents, and by consent, I, the undersigned, Commissioner of The Western Australian Industrial Commission, in pursuance of an allocation to me under section 54 of the Industrial Arbitration Act, 1912-1966, and in pursuance of the powers contained in section 92 of the said Act, and all other powers therein enabling me, do hereby order and declare—

That the Laundry Workers' Award No. 8 of 1963, as amended, be and the same is hereby further amended in accordance with the following schedule and that such amendment shall take effect as from the beginning of the first pay period commencing on or after the date hereof.

Dated at Perth this 7th day of November, 1968.

(Sgd.) D. CORT,
[L.S.] Commissioner.

Schedule.

Clause 2A.—Special Loading.

Delete the figures and word "60 cents" wherever they appear and insert in lieu thereof the words "one dollar and ninety-five cents".

MARINE STORES.

Award No. 13 of 1958.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 1083 of 1967.

Between the Federated Miscellaneous Workers Union of Australia, West Australian Branch, Union of Workers, Applicant, and Hayes Bros. Pty. Ltd. and others, Respondents.

HAVING heard Mr. W. S. Latter on behalf of the applicant and Mr. G. Black on behalf of the respondents, and by consent, I, the undersigned, Commissioner of The Western Australian Industrial Commission, in pursuance of an allocation to me under section 54 of the Industrial Arbitration Act, 1912-1966, and in pursuance of the powers contained in section 92 of the said Act, and all other powers therein enabling me, do hereby order and declare—

That the Marine Stores Award No. 13 of 1958, as amended, be and the same is hereby further amended in accordance with the following schedule and that such amendment shall take effect as from the beginning of the first pay period commencing on or after the date hereof.

Dated at Perth this 7th day of November, 1968.

(Sgd.) D. CORT,
[L.S.] Commissioner.

Schedule.

Clause 6—Rates of Pay: Delete this clause and insert in lieu thereof:—

6.—Rates of Pay.

	$
(a) Basic Wage Whole of State (per week):	
Males	33.50
Females	25.13
(b) Adult Males (margin over male basic wage per week)	5.60
(c) Adult Females (margin over female basic wage per week)	4.00
(d) Junior Males (per cent. of male basic wage per week):	%
14 to 15 years of age	25
15 to 16 years of age	35
16 to 17 years of age	45
17 to 18 years of age	55
18 to 19 years of age	70
19 to 20 years of age	80
20 to 21 years of age	95
(e) Junior Females (per cent of female basic wage per week):	
15 to 16 years of age	35
16 to 17 years of age	45
17 to 18 years of age	55
18 to 19 years of age	70
19 to 20 years of age	80
20 to 21 years of age	95

MINING.

(Nickel Mining and Processing) (Building and Engineering Trades.)

Award No. 20 of 1968.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 305 of 1968.

Between Amalgamated Engineering Union of Workers, Kalgoorlie Branch and others, Applicants, and Western Mining Corporation Limited, Respondent.

HAVING heard Mr. J. H. Mutton on behalf of the Amalgamated Engineering Union of Workers, Kalgoorlie Branch, Mr. O. K. Salmon on behalf of the Electrical Trades Union of Workers of Australia (Western Australian Branch), Perth, and Mr. F. W. Bastow on behalf of the Boilermakers' Society of Australia, Union of Workers, Kalgoorlie Branch, No. 11, on behalf of the applicants, and Mr. G. J. Martin on behalf of the respondent, and by consent, I, the undersigned, Commissioner of The Western Australian Industrial Commission, in pursuance of an allocation to me under section 54 of the Industrial Arbitration Act, 1912-1966, and in pursuance of the powers contained in section 92 of the said Act, and all other powers therein enabling me, do hereby order and declare—

That the Building and Engineering Trades (Nickel Mining and Processing) Award No. 20 of 1968, be and the same is hereby amended in accordance with the following schedule and

that such amendment shall take effect as from the beginning of the first pay period commencing on or after the date hereof.

Dated at Perth this 20th day of September, 1968.

(Sgd.) J. R. FLANAGAN,
[L.S.] Commissioner.

Schedule.

Schedule 1—Rates of Wages.

1. Engineering Division: Delete sub parts (a) and (b) and insert in lieu thereof:—

(a) Classification and margin over male basic wage per week:	$
Blacksmith	19.40
Boilermaker	19.40
Boilermaker-welder	19.40
Boilermaker and/or angle iron smith	20.45
Borer	19.40
Coppersmith	19.70
Driller and/or screwer	6.35
Driller using cutter bar	19.40
Drill doctor	10.75
Electrical fitter	19.40
Electrical installer	19.40
Linesman—	
Grade 1—i.e., with not less than 3 years' experience as a linesman	17.40
Grade 2—i.e., with less than 3 years' experience as a linesman	15.55
Motor and battery attendant	6.35
Switchboard attendant	6.35
Fitter	19.40
Miller	19.40
Motor mechanic	19.40
Motor attendant	6.35
Oxy acetylene and electrical welder	19.40
Planer	19.40
Pipe fitter	10.85
Shaper	19.40
Slotter	19.40
Switchboard operator	6.35
Turner	19.40
Tradesman, the greater part of whose time is occupied in marking off and template making	20.80

(b) Any tradesman moulder employed in a foundry where no other jobbing moulder is employed shall be paid at the rate prescribed for leading hands in charge of not less than three and not more than 10 other workers.

2. Leading Hands: Delete this part and insert in lieu thereof:—

Leading Hands: In addition to the appropriate margin prescribed in this schedule, shall be paid—

(a) if placed in charge of not less than three and not more than ten other workers—$2.70;

(b) if placed in charge of more than ten and not more than twenty other workers—$4.85;

(c) if placed in charge of more than twenty other workers—$7.15.

MUNICIPAL EMPLOYEES.
(Outside Workers—Country Districts.)
Award No. 77 of 1948.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 1088 of 1967.

Between the Western Australian Municipal Road Boards, Parks and Race Course Employees' Union of Workers, Perth, Applicant, and Town of Albany, and others, Respondents.

HAVING heard Mr. G. Dench on behalf of the applicant and Mr. G. J. Martin on behalf of the respondents, and by consent, I, the undersigned, Commissioner of The Western Australian Industrial Commission, in pursuance of an allocation to me under section 54 of the Industrial Arbitration Act, 1912-1966, and in pursuance of the powers contained in section 92 of the said Act, and all other powers therein enabling me, do hereby order and declare—

That the Municipal Outside Workers (Country Districts) Award No. 77 of 1948, as amended and consolidated, be and the same is hereby further amended and consolidated in accordance with the following schedule and that such amendment shall take effect as from the beginning of the first pay period commencing on or after the date hereof.

Dated at Perth this 19th day of September, 1968.

(Sgd.) J. R. FLANAGAN,
[L.S.] Commissioner.

Schedule.

1.—Title.

This award shall be known as the "Municipal Outside Workers' (Country Districts) Consolidated Award, 1963."

2.—Arrangement.

1. Title.
2. Arrangement.
2A. Special Loading.
3. Scope.
4. Area.
5. Term.
6. Definitions.
7. Contract of Service.
8. Hours.
9. Overtime.
10. Meal Times.
11. Holidays.
12. Annual Leave.
13. Absence Through Sickness.
14. Higher Duties.
15. Payment of Wages.
16. Camping.
17. Transportation of Workers.
18. Leave of Absence to Officers of the Union.
19. Under Rate Workers.
20. Record.
21. Board of Reference.
22. Preference to Unionists.
23. First Aid Kit.
24. Sanitary Facilities and Shelter Sheds.
25. Protective Clothing.
26. Extra Rates and Conditions.
27. Wages.
28. Long Service Leave.
29. Piecework.

30. Posting of Award.
31. Working in Isolated Places.
32. Vehicle Allowance.
33. No Reduction.
Schedule "A" Respondents.

2A.—Special Loading.

(1) Each ordinary wage rate prescribed elsewhere herein shall be increased—

(a) by 60 cents per week if it is equal to or greater than the basic wage for males; and

(b) in all other cases by an amount which bears the same relationship to 60 cents as the ordinary wage rate bears to the basic wage for males.

3.—Scope.

This award shall apply to workers eligible to belong to the applicant union and employed by the respondents in any of the callings referred to in Clause 27—Wages.

4.—Area.

This award shall have effect over the area comprised within the South-West Land Division over which the Municipal Councils and Road Boards who are respondents to this award have local governing authority, excepting that area within a twenty-five mile radius of the General Post Office, Perth.

5.—Term.

The term of this award shall be for a period of three years commencing as from the beginning of the first pay period after the date hereof. (This award was delivered on the 10th March, 1949.)

6.—Definitions.

(1) "Camping site" shall mean a place, other than "headquarters" where a worker is living when forced, because of the distance between his home and the location of his work for the time being, to live away from home. Provided, however, that a camping site shall not be established within a distance of ten miles of a "headquarters."

(2) "Casual hand" shall mean a worker employed for less than one week.

(3) "Concretor" shall mean any worker engaged in mixing, wheeling or packing concrete, including machine mixing.

(4) "Headquarters" shall mean and include a permanent place wherein are stored or kept plant, equipment and materials or a place where vehicles are parked or horses stabled.

(5) "Overtime" shall mean all or any time worked on any one day or night in excess of the hours prescribed in Clause 8 hereof.

(6) "Poundkeeper" shall mean any worker looking after a pound, and who shall do such other work as the employer may require.

(7) "Quarryman" shall mean a worker engaged in the quarrying of limestone, granite, diorite, quartzite, gravel lumps or basalt.

(8) "Road worker" shall mean a worker forming or constructing, repairing or maintaining roads or street surfaces, including footpaths, right-of-ways and parking areas.

(9) "South West Land Division" means the south-west division as defined by section 28 of the Land Act, 1933-1967.

(10) "Turf Wicket Keeper" shall mean any worker engaged on the preparation of turf cricket pitches.

(11) "Wet ground" shall mean ground which in the opinion of the responsible officer-in-charge of the particular work is impracticable for workers to work without getting wet feet, or in the event of any dispute arising between the parties, such ground as is determined "wet" by a Board of Reference.

(12) "Wood block" or "Cube layer" shall mean a worker setting or laying wood blocks or stone cubes.

7.—Contract of Service.

(1) The contract of hiring of every worker, other than a casual worker shall be a weekly one terminable by one week's notice given on any day.

8.—Hours.

(1) Except as hereinafter provided, forty hours shall constitute a week's work to be worked in five days of eight hours, Monday to Friday inclusive.

(2) The hours of a driver shall commence when he signs on at "headquarters" or "camping site" in the morning and terminates when he signs off in the evening.

(3) Forty hours shall constitute a week's work for nightwatchmen to be worked on any six days of the week. This provision shall be deemed to have been complied with if the ordinary working hours do not exceed eighty per fortnight.

(4) Forty hours shall constitute a week's work for male attendants at public latrines, and for male attendants at caravan compounds or public camping areas to be worked on any six days of the week.

(5) Any driver required by an employer to drive any vehicle from or to any permanent yard or depot shall be paid for such time as he is actually driving and for any time spent in servicing or maintenance of vehicles.

(6) For all workers required to travel from their usual "headquarters" or "camping site" to the job, one-way travelling time shall be allowed and paid for as part of the ordinary daily hours.

9.—Overtime.

(1) All time worked by any worker in excess of eight hours in any one day or before his usual starting time or in the case of nightwatchmen in excess of eighty hours per fortnight, shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

(2) (a) Where overtime work is performed on a Saturday, the following shall be the overtime rates:—

(i) for the first four hours before twelve noon, time and a half and thereafter double time;

(ii) after twelve noon, double time.

(b) Where overtime work is performed on a Sunday double time shall be paid.

(3) All work performed on the holidays prescribed in clause 11 hereof shall be paid for at the rate of double time except in the case of ordinary hours worked on any such holidays by nightwatchmen. Provided that at the option of the employer, for all time worked on any of these days payment may be at ordinary rates, and an equivalent period may be added to the worker's annual leave for all time so worked.

(4) Work done in the meal hour or any portion thereof shall be paid for at the rate of double time, but this shall not apply to cases involving the completion of work commenced before the lunch period and not occupying more than fifteen minutes from the commencement of the lunch hour, in which case the lunch period may be extended by fifteen minutes.

(5) Where a worker is recalled to perform overtime work after 6 p.m. Monday to Friday inclusive or on a Saturday, Sunday or a holiday prescribed by this award, he shall be paid a minimum of three hours at the appropriate overtime rate. Time reasonably spent in getting to and from work shall be counted as time worked.

(6) Subject to the provisions of subclause (7) of this clause, a worker required to work overtime for more than two hours shall be supplied with a meal by the employer or be paid sixty-five cents for a meal and if, owing to the amount of overtime worked, a second or subsequent meal is required he shall be supplied with each such meal by the employer or be paid forty-five cents for each meal so required.

(7) The provisions of subclause (6) of this clause do not apply—

(a) in respect of any period of overtime for which the worker has been notified on the previous day or earlier that he will be required; or

(b) to any worker who lives in the locality in which the place of work is situated in respect of any meal for which he can reasonably go home.

(8) If a worker to whom paragraph (a) of subclause (7) of this clause applies has, as a consequence of the notification referred to in that paragraph, provided himself with a meal or meals and is not required to work overtime or is required to work less overtime than the period notified, he shall be paid for each meal provided and not required, the appropriate amount prescribed in subclause (6) of this clause.

(9) (a) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(b) No union or association party to this award, or worker or workers covered by this award, shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.

10.—Meal Times.

(1) Except as hereinafter provided one hour shall be allowed for any meal break which shall subject to subclause (4) of clause 9, be taken immediately after the completion of four hours' work; provided that the time at which such meal shall be taken may be varied by agreement between the employer and the union. Provided further that a lesser period than the one hour referred to herein may be allowed by agreement between the employer, a worker and the union.

(2) If a worker is required to work during the recognised meal period and does not in consequence obtain during the shift a full continuous meal period or loses any portion of the meal period he shall be paid at the rate of double time for the period not obtained or any portion lost.

11.—Holidays.

(1) The following days, or the days observed in lieu, shall subject to clause 9 (3) hereof, be allowed as holidays without deduction of pay, namely: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, State Foundation Day, Christmas Day, Boxing Day, Local Show Day (or alternatively Sovereign's Birthday).

(2) Where Christmas Day or New Year's Day falls on a Saturday or a Sunday, such holiday shall be observed on the next succeeding Monday and where Boxing Day falls on a Sunday or a Monday such holiday shall be observed on the next succeeding Tuesday; in each case the substituted day shall be deemed a holiday without deduction of pay in lieu of the day for which it is substituted.

(3) On any public holiday not prescribed as a holiday under this award, the employer's establishment or place of business may be closed, in which case a worker need not present himself for duty and payment may be deducted, but if work be done, ordinary rates of pay shall apply.

(4) This clause shall not apply to casual workers or nightwatchmen.

12.—Annual Leave.

(1) Except as hereinafter provided, a period of three consecutive weeks' leave with payment of ordinary wages as prescribed shall be allowed annually to a worker by his employer after a period of twelve months' continuous service with such employer.

Provided that in the case of nightwatchmen the period of leave shall be four and two-third weeks.

(2) If any award holiday falls within a worker's period of annual leave and is observed on a day which in the case of that worker would have been an ordinary working day, there shall be added to that period one day being an ordinary working day for each such holiday observed as aforesaid.

(3) Annual leave shall be taken within six months of falling due at such time as the employer may decide but at least fourteen days' notification of such decision shall be given to the worker.

(4) A worker who has been in the employment of an employer for the twelve months preceding the date of his annual leave shall be allowed a further one week's leave without pay if he so requests.

(5) If, after one month's continuous service in any qualifying twelve monthly period, a worker leaves his employment or his employment is terminated by the employer through no fault of the worker, the worker shall be paid one quarter of a week's pay at his ordinary rate of wage in respect of each completed month of continuous service.

Provided that in the case of nightwatchmen referred to in subclause (1) hereof, such payment shall be seven-eighteenths of a week's pay at his ordinary rate of wage in respect of each completed month of continuous service.

(6) Any time in respect of which a worker is absent from work except time for which he is entitled to claim sick pay or time spent on holidays or annual leave, as prescribed by this award, shall not count for the purposes of determining his right to annual leave.

(7) In the event of a worker being employed by an employer for portion only of a year, he shall only be entitled subject to subclause (5) of this

clause, to such leave on full pay as is proportionate to his length of service during that period with such employer and if such leave is not equal to the leave given to the other workers he shall not be entitled to work or pay whilst the other workers of such employer are on leave on full pay.

(8) A worker who is justifiably dismissed for misconduct shall not be entitled to the benefit of the provisions of this clause.

(9) In special circumstances and mutual consent of the employer, the worker and the Union concerned, annual leave may be taken in not more than two periods.

(10) Notwithstanding anything else herein contained an employer who observes a Christmas closedown for the purpose of granting annual leave may require a worker to take his annual leave in not more than two periods but neither of such periods shall be less than one week.

(11) The provisions of this clause shall not apply to casual workers.

13.—Absence Through Sickness.

(1) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health for one-twelfth of a week for each completed month of service;

Provided that payment for absence through such ill-health shall be limited to one week in each calendar year. Payment hereunder may be adjusted at the end of each calendar year, or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

(2) A worker shall not be entitled to receive any wages from his employer for any time lost through the result of an accident not arising out of or in the course of his employment or for any accident, wherever sustained, arising out of his own wilful default, or for sickness arising out of his own wilful default.

(3) No worker shall be entitled to the benefits of this clause unless he produces proof satisfactory to his employer of sickness, but the employer shall not be entitled to a medical certificate unless the absence is for three days or more.

(4) The provisions of this clause shall not apply to casual workers.

14.—Higher Duties.

When a worker is called upon to perform work for which a higher rate is prescribed than his ordinary classification, for one hour or more in any one day, such worker shall be paid the higher rate for the day.

15.—Payment of Wages.

(1) When a worker has been dismissed or has resigned before the usual pay day he shall be paid all wages, holiday pay and sick leave to which he may be entitled within twenty-four hours of leaving the employer's service.

(2) Payment of wages shall be made once weekly or once fortnightly at the discretion of the employer.

(3) No employer shall keep more than two days' pay in hand.

16.—Camping.

(1) Where required, adequate camping facilities including the supply of stretchers shall be provided by the employer.

Where tents are supplied the following minimum measurements shall obtain:—

For one man—8 feet by 10 feet tent.

For two men—10 feet by 12 feet tent.

(2) (a) On work which necessitates camping on the job, all reason-goods and camping outfits to be collected at the depot and returned to the depot on completion of the job.

(b) All shifting of camp to be done in the employer's time.

(3) When workers are engaged on work which necessitates camping on a job, a medicine chest and first aid equipment shall be supplied by the employer.

(4) In the event of a dispute arising between the parties on the question of whether camping facilities are adequate or not, the matter may be referred to a Board of Reference for determination.

17.—Transportation of Workers.

(1) The employer shall when transporting workers to and from a job from headquarters or a depot provide suitable seating and weatherproof covering.

(2) Where reasonably practicable vehicles and units of plant equipment shall be fitted with a weatherproof canopy to protect the driver or operator.

18.—Leave of Absence to Officers of the Union.

For the purpose of this award, leave of absence from duty, without prejudice, shall be granted to the president of the union or the president or secretary of any branch of the union, or any steward duly authorised by the union, without pay, provided that they shall first find satisfactory substitutes, if so required by the employer.

19.—Under Rate Workers.

(1) Any worker who by reason of old age or infirmity is unable to earn the minimum wage may be paid such lesser wage as may from time to time be agreed upon in writing between the union and the employer.

(2) In the event of no agreement being arrived at, the matter may be referred to the Board of Reference for determination.

(3) After application has been made to the Board and pending the Board's decision, the worker shall be entitled to work for and be employed at the proposed lesser rate.

20.—Record.

(1) A readily intelligible record shall be kept by each employer, containing the following particulars:—

(a) The name of each worker.

(b) The time he starts and finishes work each day.

(c) All overtime worked.

(d) The total number of hours worked.

(e) The wages (and overtime, if any) paid to each worker.

(f) The amount of fares and special allowances (if any) paid.

(g) The class of work performed by each worker.

(2) Such record shall be signed by the worker and shall be open to inspection, during office hours, by the secretary or an accredited representative of the union, and such person may take extracts therefrom.

21.—Board of Reference.

(1) The Commission hereby appoints for the purposes of this Award a Board of Reference consisting of a chairman and two other members who shall be appointed pursuant to regulation 80 of the Industrial Arbitration Act (Western Australian Industrial Commission) Regulations, 1964.

(2) The Board of Reference is hereby assigned the functions of allowing, approving, fixing, determining or dealing with any matter of difference between the parties in relation to any matter which under this award, may be allowed, approved, fixed, determined or dealt with by a Board of Reference.

22.—Preference to Unionists.

(1) In this clause—

"the union" means the Western Australian Municipal, Road Boards, Parks and Racecourse Employees' Union of Workers, Perth;

"unionist" means a worker who is a member of the union;

"non-unionist" means a worker who is not a member of a union.

(2) Subject to the provisions of this clause it is a condition of employment under this award that each non-unionist shall—

(a) unless he has already applied for membership of the union in the manner prescribed by the rules of the union, apply for such membership in the manner as prescribed within seven days of receiving, from an accredited representative of the union, a copy of those rules, a copy of this clause and an application form for membership;

(b) upon being notified that he has been accepted as a member of the union, do such things as may be required under the rules of the union in relation to his admission to membership; and

(c) thereafter remain a unionist while so employed.

(3) Subclause (2) of this clause does not apply to any worker—

(a) who holds a certificate of exemption from membership of the union issued and in force pursuant to section 61B of the Industrial Arbitration Act, 1912-1966;

(b) who, prior to the expiration of the seven days referred to in that subclause, has applied for such a certificate of exemption, unless and until that application is finally determined under that section; or

(c) for the unexpired portion of any period in respect of which he has, prior to commencing employment under this award, paid membership fees on his own behalf to another union.

(4) (a) Where the Secretary of the union has notified an employer that a non-unionist to whom the provisions of subclause (2) of this clause apply has failed or refused to comply with those provisions, that non-unionist shall not be retained in employment by that employer for more than twenty-four hours to the exclusion of any well-conducted unionist who is employed by, or who applies for employment, with that employer and who is adequately experienced and otherwise competent in the work performed by that non-unionist, and is of the sex to which that work is allotted by this award or, where the award makes no such provision, by custom.

(b) Where paragraph (a) of this subclause operates so as to require the dismissal of a non-unionist by his employer the provisions of clause 7 of this award are hereby declared inoperative in respect of that dismissal but only if—

(i) a unionist is engaged to commence work in the place of the non-unionist; and

(ii) that the dismissal does not become effective before the unionist has so commenced.

(5) A non-unionist shall not be engaged for any work to the exclusion of a well-conducted unionist if that unionist—

(a) is adequately experienced in and competent to perform that work;

(b) applies to that employer, for employment on that work—

(i) not later than the time at which the non-unionist applies; or

(ii) within the time specified by that employer in any advertisement calling for such applications, whichever is the later.

(c) is able to commence at the time required by the employer; and

(d) is of the sex to which the work concerned is allotted by this award or, where the award makes no such provision, by custom.

(6) Subclause (5) of this clause does not apply to a non-unionist—

(a) who holds a certificate of exemption from membership of the union issued and in force pursuant to section 61B of the Industrial Arbitration Act, 1912-1966; or

(b) for the period between the date on which he applies for such a certificate and the date on which that application is finally determined under that section.

23.—First Aid Kit.

(1) The employer shall provide at each workshop, store, depot, stable or on any job on which four or more workers are engaged an adequate first aid kit for the use of the workers in case of accident and such first aid kit shall be kept renewed and in proper condition.

(2) Bandages and suitable antiseptics shall be provided by the employer on vehicles conveying hot bitumen, or tar.

24.—Sanitary Facilities and Shelter Sheds.

(1) The employer shall provide suitable sanitary facilities for workers if such are not readily available to workers or make other suitable arrangements for workers to have access to sanitary facilities.

(2) At all fixed depots where four or more workers are permanently employed the employer shall provide suitable washing and seating facilities and shelter for dining purposes.

(3) Where practicable the employer shall provide where necessary shelter sheds for workers.

25.—Protective Clothing.

(1) Overalls shall be supplied to—

Men in a tree lopping and/or tree pruning gang, tractor mower drivers, garage assistants, men operating steam cleaner, men engaged spreading tar, bitumen or bituminous emulsions, men handling coal, limestone filler, sanitary workers, scrubbers, machine drivers and workers frequently handling cement or frequently working with cement or concrete.

(2) Rubbish and dust carters, sweepers on orderly work with hand scoops, other sweepers and pickers up shall be supplied with waterproof coats at the discretion of the employer.

(3) Clogs or boots shall be supplied to workers engaged in the—

(a) application of tar, bitumen or bituminous emulsions to roads or footpath pavements;

(b) heating of tar or bitumen and/or manufacture of bituminous emulsions;

(c) preparation and/or spreading of tar or bituminous concrete and of tar or bitumen premix.

(4) Leather hand protectors or gloves shall be supplied to men handling concrete slabs, bitumen drums or to workers frequently handling cement.

(5) Cotton waste and cleansing material shall be made available to men engaged on tar or bitumen work.

(6) Water bags shall be supplied at the discretion of the officer in charge.

(7) Stage hands shall be supplied with waterproof aprons, overalls and gum boots.

(8) Masks and overalls shall be supplied to workers grinding dry sewerage sludge.

(9) Overalls, gloves, boots and protective head covering shall be supplied to workers spraying with weed killers and insecticides.

(10) Workers engaged setting up concrete kerb moulds in streets shall be supplied with suitable hand protectors and overalls.

(11) Concrete slab and kerb makers and their assistants shall be supplied with waterproof aprons.

26.—Extra Rates and Conditions.

(1) Ten cents per day or portion thereof in addition to the prescribed rate shall be paid to—

(a) any worker working on wet ground where water-proof boots are not provided;

(b) any worker using slag in building or repairing roads;

(c) workers required to throw up metal or other material with a shovel more than six feet above the level from which they are working;

(d) sanitary pan tarrers when tarring pans;

(e) workers engaged in drying or screening metal;

(f) machine drivers and motor vehicle drivers who in the performance of their duties actually come into physical contact with tar or bitumen;

(g) gully hole and sump cleaners (payment hereunder shall not apply to gully hole eductor operators or their assistants classified in clause 27, subclause (c) hereof);

(h) any worker handling filler, excluding workers feeding bituminous mixer (filler) classified in clause 27 (2) (h) hereof;

(i) motor vehicle drivers who are called upon to assist the sprayer or fumigator to mix and/or spray with poisonous mixtures.

(2) Wood block and cube layers shall be paid thirty cents per day or portion thereof in addition to the prescribed rate.

(3) A casual worker shall be paid at the rate of fifteen per centum in addition to the rate prescribed by this Award.

(4) Sixty-five cents per day extra shall be paid to workers operating a tar spraying pressure machine or a bitumen emulsion spraying machine. This shall include the man operating the pump.

(5) Thirty cents per day extra shall be paid to workers cleaning a bitumen tank or boiler.

(6) Workers removing or burying liquid or solid offensive matter or swill shall be paid at the appropriate sanitary rate.

(7) Workers engaged on fire-fighting shall be paid at the rate of twenty cents per hour in addition to their prescribed rate for the time so employed.

(8) (a) Leading hands placed in charge of not less than three or more than ten other workers shall be paid three dollars fifty cents per week above the rate of wage of the workers whose work they direct.

(b) Leading hands placed in charge of more than ten other workers shall be paid four dollars sixty-five cents per week above the rate of wage of the workers whose work they direct.

(9) The wage of any worker temporarily taking over the duties of another worker shall not be reduced whilst he is so employed.

(10) Any worker using explosives shall be paid whilst using such explosives not less than the rate prescribed for a powder monkey.

(11) (a) Except in the case of nightwatchmen, night stablemen and male attendants at public latrines, workers working shift work outside the ordinary hours of duty shall be paid five per cent. in addition to their ordinary rates for afternoon shift and ten per cent. in addition to their ordinary rate for night shift.

(b) Work other than day shift shall not be recognised as afternoon or night shift unless in either case five consecutive afternoons or nights are worked, but shall be deemed overtime. On completion of the fifth consecutive afternoon's or night's work, the worker shall be deemed to have been employed on afternoon or night shift as the case may be, during the preceding four afternoons or nights and thereafter any subsequent consecutive afternoons or nights he is so required. The sequence of shift work shall not be deemed to be broken under the preceding paragraphs by reason of the fact that work is not performed on a Saturday, Sunday or a holiday.

(c) Night watchmen, night stablemen and male attendants at public latrines employed on any type of shift referred to in (a) hereof shall be paid an extra five per cent. for each shift so worked excepting where subclause (17) of this clause has application.

(12) (a) Any worker who is called upon to clean out a septic tank or sullage well and who is required to enter a septic tank or sullage well to perform such work shall receive not less than the rate prescribed for pan removers plus twenty-five cents per hour whilst so engaged: Provided that if such work is performed by mechanical means such workers shall be paid the rate prescribed for pan removers. Gum boots, masks and overalls shall be supplied by the employer to workers engaged on such work.

(b) Workers other than men employed on septic tanks or sullage wells, who are engaged on offensive work in connection with excavating in ground where fumes arise from decomposed materials to be paid an additional twenty-five per cent. during ordinary working hours.

(13) Any worker handling wet sewerage sludge shall be paid the rate prescribed for pan removers.

(14) All workers classified in clause 27 subclause (f) hereof and all workers employed in shafts when working between six feet and twenty feet below the surface shall be paid ten cents per day extra. When working over twenty feet below the surface, thirty cents per day shall be paid.

(15) Night watchmen shall be allowed one night off in each four weeks.

(16) A worker removing any dead animal specified herein shall be paid the amount set out hereunder in addition to the rates provided in clause 27 hereof whilst so employed—

(a) Horses, cattle or pigs ..	75 cents per day.
(b) Sheep	50 cents per day.
(c) Dogs and/or cats	20 cents per day.

(17) All ordinary hours of work performed by night watchmen, male attendants at public latrines or male attendants at caravan compounds or public camping areas on Saturday, shall be paid for at the rate of twenty-five per cent. extra and all ordinary hours of work performed by such workers on Sundays shall be paid for at the rate of fifty per cent. extra.

(18) Except in the cases where the employer provides board and lodging, any worker who is required by an employer to camp out because of the distance the work is from his home he shall be paid $1.00 per day or $5.00 per week of five days as a camping allowance in addition to the prescribed wages.

27.—Wages.

The following shall be the minimum rates of wages payable to workers covered by this award.

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(1) Basic Wage (per week):	
Adult males	33.50
(2) Adults: Classifications—(margin over male basic wage per week):	
(a) Sanitary service workers—	
Pan removers	10.40
Depot hands	9.60
Rubbish and dust carters (horse drawn vehicles) who actually handle rubbish	6.90
Tipmen	5.10
Male attendants at public latrines (7-day week)	5.10
Motor truck drivers on sanitary work	15.70
Garbage drivers (motor) shall be paid one dollar ninety cents per week in addition to the appropriate vehicle driver's rate in (b) and (c) hereof.	
Horse drivers on sanitary work	10.40
Assistants on rubbish or dust lorries or trucks	6.20
(b) Motor Vehicle Drivers—	
Not exceeding 25 cwt. capacity	8.60
Exceeding 25 cwt. but not exing 3 tons capacity	10.10
Exceeding 3 tons but under 6 tons capacity	11.70
6 tons and over but under 7 tons	11.95
7 tons and over but under 8 tons	12.20
8 tons and over but under 9 tons	12.50
9 tons and over but under 10 tons	12.80
10 tons and over but under 11 tons	13.10
11 tons and over but under 12 tons	13.50
12 tons and over but under 13 tons	13.80
13 tons and over but under 14 tons	14.20
14 tons and over but under 15 tons	14.50
15 tons and over but under 16 tons	14.80
16 tons and over but under 17 tons	15.10
17 tons and over but under 18 tons	15.40
18 tons and over but under 19 tons	15.70
19 tons and over but under 20 tons	16.00
20 tons and over but under 21 tons	16.30
21 tons and over but under 22 tons	16.60
22 tons and over but under 23 tons	16.90
23 tons and over	17.20
Driver of motor vehicle (not being a tractor) drawing a trailer—	
For a loaded single-axle trailer 34 cents per day extra, or for an empty single-axle trailer 19 cents per day extra. For any other loaded trailer 44 cents per day extra, or for any other empty trailer 24 cents per day extra.	
Driver of articulated vehicle—	
Not exceeding 8 tons capacity	14.20
9 tons or over but under 10 tons	14.45
10 tons or over but under 11 tons	14.70
11 tons or over but under 12 tons	14.95
12 tons or over but under 13 tons	15.20
13 tons or over but under 14 tons	15.50

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14 tons or over but under 15 tons	15.80
15 tons or over but under 16 tons	16.10
16 tons or over but under 17 tons	16.40
17 tons or over but under 18 tons	16.70
18 tons or over but under 19 tons	17.00
19 tons or over but under 20 tons	17.30
20 tons or over but under 21 tons	17.60
21 tons or over but under 22 tons	17.90
22 tons or over but under 23 tons	18.30
23 tons or over but under 24 tons	18.60
24 tons or over but under 25 tons	18.90
25 tons or over but under 26 tons	19.20
26 tons or over but under 27 tons	19.50
27 tons or over but under 28 tons	19.80
28 tons or over but under 29 tons	20.10
29 tons or over but under 30 tons	20.40
30 tons or over but under 31 tons	20.70
31 tons or over but under 32 tons	21.00
32 tons or over but under 33 tons	21.30
33 tons and over	21.60
Driver of machinery float—	
Not exceeding 8 tons capacity	15.20
9 tons and over but under 10 tons	15.50
10 tons and over but under 11 tons	15.80
11 tons and over but under 12 tons	16.10
12 tons and over but under 13 tons	16.40
13 tons and over but under 14 tons	16.70
14 tons and over but under 15 tons	17.00
15 tons and over but under 16 tons	17.30
16 tons and over but under 17 tons	17.60
17 tons and over but under 18 tons	17.90
18 tons and over but under 19 tons	18.30
19 tons and over but under 20 tons	18.60
20 tons and over but under 21 tons	18.90
21 tons and over but under 22 tons	19.20
22 tons and over but under 23 tons	19.50
23 tons and over but under 24 tons	19.80
24 tons and over but under 25 tons	20.10
25 tons and over but under 26 tons	20.40
26 tons and over but under 27 tons	20.70
27 tons and over but under 28 tons	21.00
28 tons and over but under 29 tons	21.30
29 tons and over but under 30 tons	21.60
30 tons and over but under 31 tons	21.90
31 tons and over but under 32 tons	22.30
32 tons and over but under 33 tons	22.60
33 tons and over	22.90
Driver of mechanical horse with or without trailer	12.05
Driver of fork lift	8.45
(c) Machine Drivers—	
Operator—powered roller under 8 tons	10.30
Operator—powered roller over 15 tons weight	12.60
Operator—powered vibrating roller under 4 tons	10.30
Operator—powered road roller pneumatic tyred over 8 tons	12.60
Operator—powered vibrating road roller—pneumatic tyred over 4 tons	12.60
Operator—tractor—pneumatic tyred without power operated attachments—	
(a) Classes 1 and 2	9.30
(b) Classes 3, 4, 5, and 6 (including tractors tilting or a one man hitch trailer)	10.30
(c) Over class 6	12.60
Operator—tractor—pneumatic tyred with powered operated attachments—	
(a) Classes 1, 2 and 3	10.30
(b) Classes 4, 5 and 6 (not including tilting or one man hitch trailer)	12.60
(c) Over class 6 and up to and including 230 engine horsepower	14.10
(d) Over class 6 with power operated attachments in excess of 230 horsepower	15.20
Operator crawler tractor without power operated attachments—	
(a) Classes 1, 2 and 3	10.30
(b) Classes 4 and 5	12.60
(c) Class 6 and over	14.10
Operator crawler tractor with power operated attachments—	
(a) Classes 1 and 2	10.30
(b) Classes 3 and 4	12.60
(c) Classes 5 and 6	14.10
(d) Over class 6	15.20

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Operator—Graders—	
(a) Drawn grader	12.60
(b) Grader—power operated below 110 horsepower	14.10
(c) Grader—power operated 110 horsepower and above	15.20
Operators—Scrapers—	
(a) Self powered scraper up to and including 15 cubic yards struck capacity	14.10
(b) Self powered scraper above 15 cubic yards struck capacity	15.20
Operators—Excavators—	
(a) Up to and including 5/8 cubic yard	14.10
(b) Above 5/8 cubic yard up to and including 3½ cubic yards (including Gradall)	15.20
Operators—Mobile Cranes—	
(a) Up to and including 8 tons capacity	12.60
(b) In excess of 8 tons and up to and including 15 tons	14.10
(c) In excess of 15 tons and up to and including 40 tons	15.20
Water Flusher Driver, street cleaning machine operator or auto eductor driver—	
(a) 35 brake horsepower and under	10.30
(b) Over 35 brake horsepower to 70 brake horsepower	12.60
(c) Over 70 brake horsepower to 130 brake horsepower	14.10
(d) Over 130 brake horsepower	15.20
Provided that the aforementioned brake horsepower ratings shall relate only to the prime motive engine of the equipment.	
Operators—Loaders—	
Front end and overhead: The appropriate tractor rate except that crawler tractor front end loaders are to be classified one class below the crawler tractor classification using the weight of the tractor including the loader attachment in lieu of the base shipping weight referred to in subclause (3) hereof.	
Mechanical Shovelman or bin attendant	7.65
Operator of portable petrol driven cross cut or circular saws	6.70
Air compressor operator	4.90
Operator—Mechanical bucket type truck or tractor mounted—an amount of 40 cents per week in addition to the appropriate rate provided in this clause for the truck or tractor concerned.	
Men operating steam cleaner	8.60
Gullyhole eductor operator assistant	7.65
(d) Gardeners—	
Propagator	8.00
Nurserymen, first class gardeners appointed as such by the employer and street tree loppers and/or pruners	6.65
Gardeners planting out and attending flower beds and assistant nurserymen	5.30
Others, including workers in attendance on reserves, parks and plantations and men using scythe	4.65
Bowling green keepers	10.20
Bowling green assistants	4.65
Golf green keepers (18 holes)	10.20
Golf green keepers (9 holes)	8.60
Tennis court keepers	9.00
Tennis court assistants	4.65
Turf wicket keepers	9.00
Hand motor mowers	4.90
Hand rotary hoe and operators of other machines	4.90
(e) Sweepers—	
On orderly work with hand scoop	4.90
Others	4.90
Pickers up	4.10
Pickers up (Be Tidy bins)	6.20
(f) Drainage Workers—	
Pipe layer and jointer and setter	9.40
Timberman	4.90
Others	4.10
(g) Quarrymen—	
Powder monkey	8.50
Crusher feeder	6.85
Jackhammerman	5.90
Man barring down	5.90
Spaller	5.90
Plant attendant	8.50
Man filling wagon under bin	5.90
Jumperman or hammer and drillman	5.90
(h) Bitumen Workers—	
Tar, bitumen or bituminous emulsion mixing machine	7.70
Manufacturing bituminous emulsions	7.70
Spreading premix on roads or footpaths	7.70
Dragmen	7.70
Topmen weighing metal and bitumen for bituminous emulsions (high temperature mixing machine)	11.80
Feeding bituminous mixer (metal)	6.85
Feeding bituminous mixture (filler)	6.85

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Cutting, feeding or heating	6.85
Spreading bituminous mixtures	8.80
Bitumen screed hand levelling off bituminous concrete	9.40
Trimming road surfaces to shape and grade after initial spreading of metal and prior to spraying	5.90
Sweeping roads and/or spreading metal before and after tar or bitumen spraying	5.90
Sealing iron operator	8.80
Operator of metal spreading machine	6.50
Impactor operator	6.90
(i) Kerb and path hands—	
Wood kerber	9.40
Gravel and stone lump kerb layers	5.90
Concrete slab layer	9.05
Concrete kerb layer	9.05
Concrete finisher	8.30
Concrete slab and kerb makers	6.80
Concrete screed hands and slab kerb layers assistants	4.10
Workers mixing, wheeling and packing concrete (including mixing machine)	4.10
(j) Road workers and depot hands—	
Road workers and depot men	4.10
Hammer and gadmen breaking up roads and footpaths	5.90
Knappers on roads or footpaths	4.10
Spallers on roads or footpaths	4.10
(k) Ploughmen (not drivers)—	
When ploughing with a tractor or truck	4.90
(l) Scoopmen—	
Mechanically hauled scoop	5.90
(m) General—	
Sand and/or gravel pitman	4.10
Axeman	4.10
Broad axeman	11.15
Jackhammerman and pneumatic drillman	5.90
Nightwatchmen	6.10
Tree fallers (native trees)	4.90
Sprayers or fumigators of noxious weeds and/or pests, vermin, mosquitoes or ants or workers employed in destroying blackberry bush and boxthorn	7.70
Storeman	7.60
(n) Grave diggers and exhumations—	
Grave diggers	11.60
Exhumations—	
(1) Any worker who opens and/or enters a grave for the purpose of an exhumation shall be paid four dollars forty cents for the first body lifted and two dollars twenty cents for each subsequent body lifted.	
(2) In the case of two or more workers being required to perform the task or tasks referred to in subclause (1) hereof the amount of seven dollars sixty cents shall be equally divided amongst the workers so engaged.	
(o) Vermin Inspector (where this work is not carried out by an Officer)	9.95
(p) Electricity or Gas Workers—	
Assistants employed in electricity or gas undertakings	4.10
(q) Sinking and/or Repairing Wells—	
Well sinker	5.10
Erecting and/or repairing windmills	5.10
Winch drivers	8.30
(r) Water Board Workers—	
Maintenance men driving truck	10.45
Maintenance men	6.00
Meter repairer	10.45
Meter repairer and maintenance men	10.45
(s) Male attendants at caravan compounds and camping areas	5.10
(t) Bridge and Culvert Workers—	
Bridge carpenter	12.30
Bridge carpenter's assistant	5.90
(u) Workers not elsewhere classified	4.10

(3) For the purposes of paragraph (c) of subclause (2) of this clause—

(a) Crawler tractors are classified in accordance with Australian Standard—1964 "Classifications of Crawler Tractor by Weight" D4 as follows:—

Class.	Shipping Weight—pounds.
1	Up to 3,000.
2	Over 3,000 up to 6,000.
3	Over 6,000 up to 10,000.
4	Over 10,000 up to 15,000.
5	Over 15,000 up to 25,000.
6	Over 25,000 up to 40,000.
7	Over 40,000 up to 60,000.
8	Over 60,000 up to 80,000.
9	Over 80,000.

(b) Pneumatic tyred tractors up to 230 power take off h.p. are classified as follows:—

Class.	Power Take-Off Horse Power.
1	Up to 15.
2	Over 15 up to 25.
3	Over 25 up to 35.
4	Over 35 up to 45.
5	Over 45 up to 60.
6	Over 60 up to 80.
7	Over 80 up to 100.
8	Over 100.

(c) Pneumatic tyred tractors over 230 power take off h.p. are classified as indicated in the margins table of this clause.

(d) Self propelled rollers are classified by weight complete including maximum ballast.

(e) Mobile cranes constructed as an attachment to or modification of a tractor, fall into the appropriate group for the tractor with power operated attachments. Mobile cranes are defined as those mounted on a specially designed chassis

or a lorry and capable of load manipulation slewing, and travelling under their own power.

(f) Back hoe when attached to a tractor shall be considered as a power operated attachment to the tractor.

28.—Long Service Leave.

The Long Service Leave provisions published in Volume 47 of the *Western Australian Industrial Gazette* at pages 16 to 21, both inclusive, are hereby incorporated in and shall be deemed to be part of this award.

29.—Piecework.

(1) An employer may make a contract with any worker or group of workers for payment by results by piecework.

(2) The rate of payment shall be fixed on the basis that it shall be sufficient to yield to a worker of average capacity for a full week's work of the ordinary hours at least ten per cent. above the minimum time rate of pay as prescribed herein for such week's work.

(3) A worker working under any system of payment by result shall receive at least the time rate of pay as prescribed herein.

(4) Any dispute under this clause shall, in default of agreement between the employer and his workers or the employer and the union, be referred to the Board of Reference for determination.

30.—Posting of Award.

The accredited union representative shall not be prevented from posting a copy of this award or any notice of the union, not exceeding fourteen inches by nine inches, in a suitable place agreed upon between the employer and the union. Failing agreement in this connection, the Board of Reference shall decide where the copy of the award or the said notice shall be posted.

31.—Working in Isolated Places.

An operator of mechanical equipment, other than motor vehicles and road rollers shall not be required to work alone in isolated places on construction work.

32.—Vehicle Allowance.

A worker required by and authorised by his employer to use his own motor vehicle in the course of his duties shall be paid an allowance not less favourable than that prescribed in the Local Government (General Officers) Award, No. 4 of 1964, as amended.

33.—No Reduction.

Nothing herein contained shall entitle an employer to reduce the wage of any worker who at the date hereof was being paid a higher rate of wage than the minimum prescribed for his particular class of work.

Schedule A—Respondents.

Municipalities:

Albany Municipal Council.
Bunbury Municipal Council.
Busselton Municipal Council.
Collie Municipal Council.
Geraldton Municipal Council.
Narrogin Municipal Council.
Northam Municipal Council.
Wagin Municipal Council.
York Municipal Council.
Albany Racing Club.
Stevenson and Langley, Sanitary Contractors, Albany.
J. T. Newbey, Wallsend Street, Collie.

Road Boards:

Albany Road Board.
Augusta-Margaret River Road Board.
Balingup Road Board.
Beverley Road Board.
Bridgetown Road Board.
Brookton Road Board.
Broomehill Road Board.
Bruce Rock Road Board.
Bunbury Road Board.
Capel Road Board.
Carnamah Road Board.
Chittering Road Board.
Collie Road Board.
Corrigin Road Board.
Cranbrook Road Board.
Cuballing Road Board.
Dalwallinu Road Board.
Dandaragan Road Board.
Dardanup Road Board.
Denmark Road Board.
Dowerin Road Board.
Drakesbrook Road Board.
Dumbleyung Road Board.
Geraldton Road Board.
Gingin Road Board.
Gnowangerup Road Board.
Goomalling Road Board.
Greenbushes Road Board.
Greenough Road Board.
Harvey Road Board.
Irwin Road Board.
Katanning Road Board.
Kellerberrin Road Board.
Kent Road Board.
Kojonup Road Board.
Kondinin Road Board.
Koorda Road Board.
Kulin Road Board.
Kununoppin-Trayning Road Board.
Lake Grace Road Board.
Manjimup Road Board.
Marradong Road Board.
Meckering Road Board.
Merredin Road Board.
Mingenew Road Board.
Moora Road Board.
Morawa Road Board.
Mt. Marshall Road Board.
Mukinbudin Road Board.
Mullewa Road Board.
Murray Road Board.
Nannup Road Board.
Narembeen Road Board.
Narrogin Road Board.
Northam Road Board.
Northampton Road Board.
Nungarin Road Board.
Perenjori Road Board.
Pingelly Road Board.
Plantagenet Road Board.
Preston Road Board.
Quairading Road Board.
Serpentine-Jarrahdale Road Board
Sussex Road Board.
Tambellup Road Board.
Three Springs Road Board.

Toodyay Road Board.
Upper Blackwood Road Board.
Upper Chapman Road Board.
Victoria Plains Road Board.
Wagin Road Board.
Wandering Road Board.
West Arthur Road Board.
Wickepin Road Board.
Williams Road Board.
Wongan-Ballidu Road Board.
Woodanilling Road Board.
Wyalkatchem Road Board.
York Road Board.
Bunbury Race Club.
Northam Race Club, Inc.
Charles Brewster, Contractor, Bruce Rock.
R. Cleary, Contractor, Dalwallinu.
J. Close, Contractor, York.
W. Cockman, Contractor, Moora.
Crisp & Nye, Contractors, Bridgetown.
J. T. Fisher, Contractor, Wickepin.
R. Foggerty, Contractor, Three Springs.
J. Jarvis, Contractor, Donnybrook.
C. Legges, Contractor, Tammin.
J. Norwood, Contractor, Wongan Hills.
G. Petit, Contractor, Busselton.
F. M. Ridley, Contractor, Manjimup.
G. Rowell, Contractor, Cunderdin.
S. Smith, Contractor, Ewington, via Collie.

MUNICIPAL OFFICERS.

(Rest of State.)

Award No. 19 of 1949.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 1089 of 1967.

Between Western Australian Municipal Road Boards, Parks and Racecourse Employees' Union of Workers, Perth, Applicant, and The Carnarvon Municipal Council and Others as per schedule "B" annexed hereto, Respondents.

HAVING heard Mr. P. L. Norris on behalf of the applicant and Mr. G. J. Martin on behalf of the respondents, and by consent, I, the undersigned Commissioner of The Western Australian Industrial Commission, in pursuance of an allocation to me under section 54 of the Industrial Arbitration Act, 1912-1966, and in pursuance of the powers contained in section 92 of the said Act, and all other powers therein enabling me, do hereby order and declare—

That the Municipal Employees (Rest of State) Award No. 19 of 1949, as amended, be and the same is hereby further amended and consolidated in accordance with the following schedule and that such amendment shall take effect as from the beginning of the first pay period commencing on or after the date hereof.

Dated at Perth this 19th day of November, 1968.

(Sgd.) D. CORT,
Commissioner.

[L.S.]

1.—Title.

This Award shall be known as the "Municipal Employees (Rest of State) Consolidated Award 1968"

2.—Arrangement.

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2A.—Special Loading.

(1) Each ordinary wage rate prescribed elsewhere herein shall be increased—

(a) by $1.95 per week if it is equal to or greater than the basic wage for males; and

(b) in all other cases by an amount which bears the same relationship to $1.95 as the ordinary wage rate bears to the basic wage for males.

(2) For the purpose of subclause (1) of this clause and to give effect thereto, wherever a basic wage is prescribed herein it shall be deemed to be increased by $1.95 per week.

3.—Scope.

This award shall apply to workers eligible to belong to the applicant union and employed by the respondents in any of the callings referred to in Clause 27—Wages.

4.—Area.

This award shall have effect over the areas comprised within that portion of the State outside the South-West Land Division over which the Municipal Councils and Shire Councils who are respondents to this award have local governing authority.

5.—Term.

The term of this award shall be for a period of three years commencing as from the beginning of the first pay period after the date hereof.

(This Award was delivered on the 10th March, 1950.)

6.—Definitions.

(1) "Camping site" shall mean a place, other than "headquarters" where a worker is living when forced, because of the distance between his home and the location of his work for the time being, to live away from home. Provided, however, that a camping site shall not be established within a distance of ten miles of a "headquarters."

(2) "Casual hand" shall mean a worker employed for less than one week.

(3) "Concretor" shall mean any worker engaged in mixing, wheeling or packing concrete including machine mixing.

(4) "Headquarters" shall mean and include a permanent place wherein are stored or kept plant, equipment and materials or a place where vehicles are parked or horses stabled.

(5) "Overtime" shall mean all or any time worked on any one day or night in excess of the hours prescribed in Clause 8 hereof.

(6) "Poundkeeper" shall mean any worker looking after a pound, and who shall do such other work as the employer may require.

(7) "Quarryman" shall mean a worker engaged in the quarrying of limestone, granite, diorite, quartzite, gravel lumps or basalt.

(8) "Road worker" shall mean a worker forming or constructing, repairing or maintaining roads or street surfaces, including footpaths, rights-of-way and parking areas.

(9) "South West Land Division" means the south-west division as defined by section 28 of the Land Act, 1933-1967.

(10) "Turf Wicket Keeper" shall mean any worker engaged on the preparation of turf cricket pitches.

(11) "Wet ground" shall mean ground which in the opinion of the responsible officer-in-charge of the particular work is impracticable for workers to work without getting wet feet, or in the event of any dispute arising between the parties, such ground as is determined "wet" by a Board of Reference.

(12) "Wood block" or "Cube layer" shall mean a worker setting or laying wood blocks or stone cubes.

7.—Contract of Service.

The contract of hiring of every worker, other than a casual worker shall be a weekly one terminable by one week's notice given on any day.

8.—Hours.

(1) Except as hereinafter provided forty hours shall constitute a week's work to be worked in five days of eight hours, Monday to Friday inclusive.

(2) The hours of a driver shall commence when he signs on at "headquarters" or "camping site" in the morning and terminates when he signs off in the evening.

(3) Forty hours shall constitute a week's work for nightwatchmen to be worked on any six days of the week. This provision shall be deemed to have been complied with if the ordinary working hours do not exceed eighty per fortnight.

(4) Forty hours shall constitute a week's work for male attendants at public latrines, and for male attendants at caravan compounds or public camping areas to be worked on any six days of the week.

(5) Any driver required by an employer to drive any vehicle from or to any permanent yard or depot shall be paid for such time as he is actually driving and for any time spent in servicing or maintenance of vehicles.

(6) For all workers required to travel from their usual "headquarters" or "camping site" to the job, one-way travelling time shall be allowed and paid for as part of the ordinary daily hours.

9.—Overtime.

(1) All time worked by any worker in excess of eight hours in any one day or before his usual starting time or in the case of nightwatchmen in excess of eighty hours per fortnight, shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

(2) (a) Where overtime work is performed on a Saturday, the following shall be the overtime rates—

(i) for the first four hours before twelve noon, time and a half and thereafter double time;

(ii) after twelve noon, double time.

(b) Where overtime work is performed on a Sunday double time shall be paid.

(3) All work performed on the holidays prescribed in clause 11 hereof shall be paid for at the rate of double time except in the case of ordinary hours worked on any such holidays by nightwatchmen. Provided that at the option of the employer, for all time worked on any of these days payment may be at ordinary rates, and an equivalent period may be added to the worker's annual leave for all time so worked.

(4) Work done in the meal hour or any portion thereof shall be paid for at the rate of double time, but this shall not apply to cases involving the completion of work commenced before the lunch period and not occupying more than fifteen minutes from the commencement of the lunch hour, in which case the lunch period may be extended by fifteen minutes.

(5) Where a worker is recalled to perform overtime work after 6 p.m. Monday to Friday inclusive or on a Saturday, Sunday or a holiday prescribed by this award, he shall be paid a minimum of three hours at the appropriate overtime rate. Time reasonably spent in getting to and from work shall be counted as time worked.

(6) Subject to the provisions of subclause (7) of this clause, a worker required to work overtime for more than two hours shall be supplied with a meal by the employer or be paid sixty-five cents for a meal and if, owing to the amount of overtime worked, a second or subsequent meal is required he shall be supplied with each such meal by the employer or be paid forty-five cents for each meal so required.

(7) The provisions of subclause (6) of this clause do not apply—

(a) in respect of any period of overtime for which the worker has been notified on the previous day or earlier that he will be required; or

(b) to any worker who lives in the locality in which the place of work is situated in respect of any meal for which he can reasonably go home.

(8) If a worker to whom paragraph (a) of subclause (7) of this clause applies has, as a consequence of the notification referred to in that paragraph, provided himself with a meal or meals and is not required to work overtime or is required to work less overtime than the period notified, he shall be paid for each meal provided and not required, the appropriate amount prescribed in subclause (6) of this clause.

(9) When computing overtime, the district allowances shall not be computed as an addition to the day's pay.

(10) (a) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(b) No union or association party to this award, or worker or workers covered by this award, shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.

10.—Meal Times.

(1) Except as hereinafter provided one hour shall be allowed for any meal break which shall subject to subclause (4) of clause 9, be taken immediately after the completion of four hours' work: Provided that the time at which such meal shall be taken may be varied by agreement between the employer and the union. Provided further that a lesser period than the one hour referred to herein may be allowed by agreement between the employer, a worker and the union.

(2) If a worker is required to work during the recognised meal period and does not in consequence obtain during the shift a full continuous meal period or loses any portion of the meal period he shall be paid at the rate of double time for the period not obtained or any portion lost.

11.—Holidays.

(1) The following days, or the days observed in lieu, shall subject to clause 9 (3) hereof, be allowed as holidays without deduction of pay, namely: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, State Foundation Day, Christmas Day, Boxing Day, Local Show Day (or alternatively Sovereign's Birthday).

(2) Where Christmas Day or New Year's Day falls on a Saturday or a Sunday, such holiday shall be observed on the next succeeding Monday and where Boxing Day falls on a Sunday or a Monday such holiday shall be observed on the next succeeding Tuesday; in each case the substituted day shall be deemed a holiday without deduction of pay in lieu of the day for which it is substituted.

(3) On any public holiday not prescribed as a holiday under this award, the employer's establishment or place of business may be closed, in which case a worker need not present himself for duty and payment may be deducted, but if work be done, ordinary rates of pay shall apply.

(4) This clause shall not apply to casual workers or nightwatchmen.

12.—Annual Leave.

(1) Except as hereinafter provided, a period of three consecutive weeks' leave with payment of ordinary wages as prescribed shall be allowed annually to a worker by his employer after a period of twelve months' continuous service with such employer.

Provided that in the case of nightwatchmen the period of leave shall be four and two-third weeks.

(2) If any award holiday falls within a worker's period of annual leave and is observed on a day which in the case of that worker would have been an ordinary working day, there shall be added to that period one day being an ordinary working day for each such holiday observed as aforesaid.

(3) Annual leave shall be taken within six months of falling due at such time as the employer may decide but at least fourteen days' notification of such decision shall be given to the worker.

(4) A worker who has been in the employment of an employer for the twelve months preceding the date of his annual leave shall be allowed a further one week's leave without pay if he so requests.

(5) If, after one month's continuous service in any qualifying twelve-monthly period, a worker leaves his employment or his employment is terminated by the employer through no fault of the worker, the worker shall be paid one-quarter of a week's pay at his ordinary rate of wage in respect of each completed month of continuous service.

Provided that in the case of nightwatchmen referred to in subclause (1) hereof, such payment shall be seven-eighteenths of a week's pay at his ordinary rate of wage in respect of each completed month of continuous service.

(6) Any time in respect of which a worker is absent from work except time for which he is entitled to claim sick pay or time spent on holidays or annual leave, as prescribed by this award, shall not count for the purposes of determining his right to annual leave.

(7) In the event of a worker being employed by an employer for portion only of a year, he shall only be entitled, subject to subclause (5) of this clause, to such leave on full pay as is proportionate to his length of service during that period with such employer and if such leave is not equal to the leave given to the other workers he shall not be entitled to work or pay whilst the other workers of such employer are on leave on full pay.

(8) A worker who is justifiably dismissed for misconduct shall not be entitled to the benefit of the provisions of this clause.

(9) In special circumstances and mutual consent of the employer, the worker and the union concerned, annual leave may be taken in not more than two periods.

(10) Notwithstanding anything else herein contained, an employer who observes a Christmas closedown for the purpose of granting annual leave may require a worker to take his annual leave in not more than two periods but neither of such periods shall be less than one week.

(11) The provisions of this clause shall not apply to casual workers.

13.—Absence Through Sickness.

(1) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health for one-twelfth of a week for each completed month of service. Provided that payment for absence through such ill-health shall be limited to one week in each calendar year. Payment hereunder may be adjusted at the end of each calendar year, or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness to a

greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

(2) A worker shall not be entitled to receive any wages from his employer for any time lost through the result of an accident not arising out of or in the course of his employment or for any accident, wherever sustained, arising out of his own wilful default, or for sickness arising out of his own wilful default.

(3) No worker shall be entitled to the benefits of this clause unless he produces proof satisfactory to his employer of sickness, but the employer shall not be entitled to a medical certificate unless the absence is for three days or more.

(4) The provisions of this clause shall not apply to casual workers.

14.—Higher Duties.

When a worker is called upon to perform work for which a higher rate is prescribed than his ordinary classification, for one hour or more in any one day, such worker shall be paid the higher rate for the day.

15.—Payment of Wages.

(1) When a worker has been dismissed or has resigned before the usual pay day he shall be paid all wages, holiday pay and sick leave to which he may be entitled within twenty-four hours of leaving the employer's service.

(2) Payment of wages shall be made once weekly or once fortnightly at the discretion of the employer.

(3) No employer shall keep more than two days' pay in hand.

16.—Camping.

(1) Where required, adequate camping facilities including the supply of stretchers shall be provided by the employer. Where tents are supplied the following minimum measurements shall obtain:—

For one man—8 feet by 10 feet tent.

For two men—10 feet by 12 feet tent.

(2) (a) On work which necessitates camping on the job, all reason-goods and camping outfits to be collected at the depot and returned to the depot on completion of the job.

(b) All shifting of camp to be done in the employer's time.

(3) When workers are engaged on work which necessitates camping on a job, a medicine chest and first aid equipment shall be supplied by the employer.

(4) In the event of a dispute arising between the parties on the question of whether camping facilities are adequate or not, the matter may be referred to a Board of Reference for determination.

17.—Transportation of Workers.

(1) The employer shall when transporting workers to and from a job from headquarters or a depot provide suitable seating and weatherproof covering.

(2) Where reasonably practicable vehicles and units of plant equipment shall be fitted with a weatherproof canopy to protect the driver or operator.

18.—Leave of Absence to Officers of the Union.

For the purpose of this award, leave of absence from duty, without prejudice, shall be granted to the president of the union or the president or secretary of any branch of the union, or any steward duly authorised by the union, without pay, provided that they shall first find satisfactory substitutes, if so required by the employer.

19.—Under Rate Workers.

(1) Any worker who by reason of old age or infirmity is unable to earn the minimum wage may be paid such lesser wage as may from time to time be agreed upon in writing between the union and the employer.

(2) In the event of no agreement being arrived at, the matter may be referred to the Board of Reference for determination.

(3) After application has been made to the Board and pending the Board's decision, the worker shall be entitled to work for and be employed at the proposed lesser rate.

20.—Record.

(1) A readily intelligible record shall be kept by each employer, containing the following particulars:—

(a) The name of each worker.
(b) The time he starts and finishes work each day.
(c) All overtime worked.
(d) The total number of hours worked.
(e) The wages (and overtime, if any) paid to each worker.
(f) The amount of fares and special allowances (if any) paid.
(g) The class of work performed by each worker.

(2) Such record shall be signed by the worker and shall be open to inspection, during office hours, by the secretary or an accredited representative of the union, and such person may take extracts therefrom.

21.—Board of Reference.

(1) The Commission hereby appoints for the purposes of this award a Board of Reference consisting of a chairman and two other members who shall be appointed pursuant to regulation 80 of the Industrial Arbitration Act (Western Australian Industrial Commission) Regulations, 1964.

(2) The Board of Reference is hereby assigned the functions of allowing, approving, fixing, determining or dealing with any matter of difference between the parties in relation to any matter which under this award, may be allowed, approved, fixed, determined or dealt with by a Board of Reference.

22.—Preference to Unionists.

(1) In this clause—

"the union" means the Western Australian Municipal, Road Boards, Parks and Racecourse Employees' Union of Workers, Perth;

"unionist" means a worker who is a member of the union;

"non-unionist" means a worker who is not a member of a union.

(2) Subject to the provisions of this clause it is a condition of employment under this award that each non-unionist shall—

(a) unless he has already applied for membership of the union in the manner prescribed by the rules of the union, apply for such membership in the manner as prescribed within seven days of receiving, from an accredited representative of the union, a copy of those rules, a copy of this clause and an application form for membership;

(b) upon being notified that he has been accepted as a member of the union, do such things as may be required under the rules of the union in relation to his admission to membership; and

(c) Thereafter remain a unionist while so employed.

(3) Subclause (2) of this clause does not apply to any worker—

(a) who holds a certificate of exemption from membership of the union issued and in force pursuant to section 61B of the Industrial Arbitration Act, 1912-1966;

(b) who, prior to the expiration of the seven days referred to in that subclause, has applied for such a certificate of exemption, unless and until that application is finally determined under that section; or

(c) for the unexpired portion of any period in respect of which he has, prior to commencing employment under this award, paid membership fees on his own behalf to another union.

(4) (a) Where the secretary of the union has notified an employer that a non-unionist to whom the provisions of subclause (2) of this clause apply has failed or refused to comply with those provisions, that non-unionist shall not be retained in employment by that employer for more than twenty-four hours to the exclusion of any well-conducted unionist who is employed by, or who applies for employment, with that employer and who is adequately experienced and otherwise competent in the work performed by that non-unionist, and is of the sex to which that work is allotted by this award or, where the award makes no such provision, by custom.

(b) Where paragraph (a) of this subclause operates so as to require the dismissal of a non-unionist by his employer the provisions of clause 7 of this award are hereby declared inoperative in respect of that dismissal but only if—

(i) a unionist is engaged to commence work in the place of the non-unionist; and

(ii) that the dismissal does not become effective before the unionist has so commenced.

(5) A non-unionist shall not be engaged for any work to the exclusion of a well-conducted unionist if that unionist—

(a) is adequately experienced in and competent to perform that work;

(b) applies to that employer, for employment on that work—

(i) not later than the time at which the non-unionist applies; or

(ii) within the time specified by that employer in any advertisement calling for such applications, whichever is the later.

(c) is able to commence at the time required by the employer; and

(d) is of the sex to which the work concerned is allotted by this award or, where the award makes no such provision, by custom.

(6) Subclause (5) of this clause does not apply to a non-unionist—

(a) who holds a certificate of exemption from membership of the union issued and in force pursuant to section 61B of the Industrial Arbitration Act, 1912-1966; or

(b) for the period between the date on which he applies for such a certificate and the date on which that application is finally determined under that section.

23.—First Aid Kit.

(1) The employer shall provide at each workshop, store, depot, stable or on any job on which four or more workers are engaged an adequate first aid kit for the use of the workers in case of accident and such first aid kit shall be kept renewed and in proper condition.

(2) Bandages and suitable antiseptics shall be provided by the employer on vehicles conveying hot bitumen, or tar.

24.—Sanitary Facilities and Shelter Sheds.

(1) The employer shall provide suitable sanitary facilities for workers if such are not readily available to workers or make other suitable arrangements for workers to have access to sanitary facilities.

(2) At all fixed depots where four or more workers are permanently employed the employer shall provide suitable washing and seating facilities and shelter for dining purposes.

(3) Where practicable the employer shall provide where necessary shelter sheds for workers.

25.—Protective Clothing.

(1) Overalls shall be supplied to—

Men in a treelopping and/or tree pruning gang, tractor mower drivers, garage assistants, men opeating steam cleaner, men engaged spreading tar, bitumen or bituminous emulsions, men handling coal, limestone filler, sanitary workers, scrubbers, machine drivers and workers frequently handling cement or frequently working with cement or concrete.

(2) Rubbish and dust carters, sweepers on orderly work with hand scoops, other sweepers and pickers up shall be supplied with waterproof coats at the discretion of the employer.

(3) Clogs or boots shall be supplied to workers engaged in the—

(a) application of tar, bitumen or bituminous emulsions to roads or footpath pavements.

(b) heating of tar or bitumen and/or manufacture of bituminous emulsions.

(c) Preparation and/or spreading of tar or bituminous concrete and of tar or bitumen premix.

(4) Leather hand protectors or gloves shall be supplied to men handling concrete slabs, bitumen drums or to workers frequently handling cement.

(5) Cotton waste and cleansing material shall be made available to men engaged on tar or bitumen work.

(6) Water bags shall be supplied at the discretion of the officer in charge.

(7) Stage hands shall be supplied with waterproof aprons, overalls and gum boots.

(8) Masks and overalls shall be supplied to workers grinding dry sewerage sludge.

(9) Overalls, gloves, boots and protective head covering shall be supplied to workers spraying with weed killers and insecticides.

(10) Workers engaged setting up concrete kerb moulds in streets shall be supplied with suitable hand protectors and overalls.

(11) Concrete slab and kerb makers and their assistants shall be supplied with waterproof aprons.

26.—Extra Rates and Conditions.

(1) Ten cents per day or portion thereof in addition to the prescribed rate shall be paid to—

(a) any worker working on wet ground where water-proof boots are not provided.

(b) any worker using slag in building or repairing roads;

(c) workers required to throw up metal or other material with a shovel more than six feet above the level from which they are working;

(d) sanitary pan tarrers when tarring pans;

(e) workers engaged in drying or screening metal;

(f) machine drivers and motor vehicle drivers who in the performance of their duties actually come into physical contact with tar or bitumen;

(g) gully hole and sump cleaners (payment hereunder shall not apply to gully hole eductor operators or their assistants classified in Clause 27, subclause 2 (c) hereof);

(h) any worker handling filler, excluding workers feeding bituminous mixer (filler) classified in Clause 27 (2) (h) hereof;

(i) motor vehicle drivers who are called upon to assist the sprayer or fumigator to mix and/or spray with poisonous mixtures.

(2) Wood block and cube layers shall be paid thirty cents per day or portion thereof in addition to the prescribed rate.

(3) A casual worker shall be paid at the rate of fifteen per cent. in addition to the rate prescribed by this award.

(4) Sixty-five cents per day extra shall be paid to workers operating a tar-spraying pressure machine or a bitumen emulsion spraying machine. This shall include the man operating the pump.

(5) Thirty cents per day extra shall be paid to workers cleaning a bitumen tank or boiler.

(6) Workers removing or burying liquid or solid offensive matter or swill shall be paid at the appropriate sanitary rate.

(7) Workers engaged on fire-fighting shall be paid at the rate of twenty cents per hour in addition to their prescribed rate for the time so employed.

(8) (a) Leading hands placed in charge of not less than three or more than ten other workers shall be paid three dollars fifty cents per week above the rate of wage of the workers whose work they direct.

(b) Leading hands placed in charge of more than ten other workers shall be paid four dollars sixty-five cents per week above the rate of wage of the workers whose work they direct.

(9) The wage of any worker temporarily taking over the duties of another worker shall not be reduced whilst he is so employed.

(10) Any worker using explosives shall be paid whilst using such explosives not less than the rate prescribed for a powder-monkey.

(11) (a) Except in the case of nightwatchmen, night stablemen and male attendants at public latrines, workers working shift work outside the ordinary hours of duty shall be paid five per cent. in addition to their ordinary rates for afternoon shift and ten per cent. in addition to their ordinary rate for night shift.

(b) Work other than day shift shall not be recognised as afternoon or night shift unless in either case five consecutive afternoons or nights are worked, but shall be deemed overtime. On completion of the fifth consecutive afternoon's or night's work, the worker shall be deemed to have been employed on afternoon or night work as the case may be, during the preceding four afternoons or nights and thereafter any subsequent consecutive afternoons or nights he is so required. The sequence of shift work shall not be deemed to be broken under the preceding paragraphs by reason of the fact that work is not performed on a Saturday, Sunday or a holiday.

(c) Nightwatchmen, night stablemen and male attendants at public latrines employed on any type of shift referred to in (a) hereof shall be paid an extra five per cent. for each shift so worked excepting where subclause (17) of this clause has application.

(12) (a) Any worker who is called upon to clean out a septic tank or sullage well and who is required to enter a septic tank or sullage well to perform such work shall receive not less than the rate prescribed for pan removers plus twenty-five cents per hour whilst so engaged: Provided that if such work is performed by mechanical means such workers shall be paid the rate prescribed for pan removers. Gum boots, masks and overalls shall be supplied by the employer to workers engaged on such work.

(b) Workers other than men employed on septic tanks or sullage wells who are engaged on offensive work in connection with excavating in ground where fumes arise from decomposed materials to be paid an additional twenty-five per cent. during ordinary working hours.

(13) Any worker handling wet sewerage sludge shall be paid the rate prescribed for pan removers.

(14) All workers classified in Clause 27 subclause 2 (f) hereof and all workers employed in shafts when working between six feet and twenty feet below the surface shall be paid ten cents per day extra. When working over twenty feet below the surface, thirty cents per day shall be paid.

(15) Nightwatchmen shall be allowed one night off in each four weeks.

(16) A worker removing any dead animal specified herein shall be paid the amount set out hereunder in addition to the rates provided in Clause 27 hereof whilst so employed—

(a) Horses, cattle or pigs	75 cents per day.
(b) Sheep	50 cents per day.
(c) Dogs and/or cats	20 cents per day.

(17) All ordinary hours of work performed by nightwatchmen, male attendants at public latrines or male attendants at caravan compounds or public camping areas on Saturday shall be paid for at the rate of twenty-five per cent. extra and all ordinary hours of work performed by such workers on Sundays shall be paid for at the rate of fifty per cent. extra.

(18) Except in the cases where the employer provides board and lodging, any worker who is required by an employer to camp out because of the distance the work is from his home he shall be paid one dollar per day or five dollars per week of five days as a camping allowance in addition to the prescribed wages.

27.—Wages.

The following shall be the minimum rates of wages payable to workers covered by this award.

	$
(1) Basic Wage (per week)	
Adult Males	33.50
(2) Adults: Classifications (margin over male basic wage per week).	
(a) Sanitary service workers—	
Pan removers	10.40
Depot hands	9.60
Rubbish and dust carters (horse drawn vehicles) who actually handle rubbish	6.90
Tipmen	5.10
Male attendants at public latrines (7 day week)	5.10
Motor truck drivers on sanitary work	15.70
Garbage drivers (motor) shall be paid one dollar ninety cents per week in addition to the appropriate vehicle driver's rate in (b) and (c) hereof.	
Horse drivers on sanitary work	10.40
Assistants on rubbish or dust lorries or trucks	6,20
(b) Motor Vehicle Drivers—	
Not exceeding 25 cwt. capacity	8.60
Exceeding 25 cwt. but not exceeding 3 tons capacity	10.10
Exceeding 3 tons but under 6 tons capacity	11.70
6 tons and over but under 7 tons	11.96
7 tons and over but under 8 tons	12.20
8 tons and over but under 9 tons	12.50
9 tons and over but under 10 tons	12.80
10 tons and over but under 11 tons	13.10
11 tons and over but under 12 tons	13.50
12 tons and over but under 13 tons	13.80
13 tons and over but under 14 tons	14.20
14 tons and over but under 15 tons	14.50
15 tons and over but under 16 tons	14.80
16 tons and over but under 17 tons	15.10
17 tons and over but under 18 tons	15.40
18 tons and over but under 19 tons	15.70
19 tons and over but under 20 tons	16.00
20 tons and over but under 21 tons	16.30
21 tons and over but under 22 tons	16.60
22 tons and over but under 23 tons	16.90
23 tons and over	17.20
Driver of motor vehicle (not being a tractor) drawing a trailer; for a loaded single-axle trailer thirty-four cents per day extra, or for an empty single-axle trailer nineteen cents per day extra. For any other loaded trailer forty-four cents per day extra, or for any other empty trailer twenty-four cents per day extra.	
Driver of articulated vehicle—	
Not exceeding 8 tons capacity	14.20
9 tons or over but under 10 tons	14.45
10 tons or over but under 11 tons	14.70
11 tons or over but under 12 tons	14.95
12 tons or over but under 13 tons	15.20
13 tons or over but under 14 tons	15.50
14 tons or over but under 15 tons	15.80
15 tons or over but under 16 tons	16.10
16 tons or over but under 17 tons	16.40
17 tons or over but under 18 tons	16.70
18 tons or over but under 19 tons	17.00
19 tons or over but under 20 tons	17.30
20 tons or over but under 21 tons	17.60
21 tons or over but under 22 tons	17.90
22 tons or over but under 23 tons	18.30
23 tons or over but under 24 tons	18.60
24 tons or over but under 25 tons	18.90
25 tons or over but under 26 tons	19.20
26 tons or over but under 27 tons	19.50
27 tons or over but under 28 tons	19.80
28 tons or over but under 29 tons	20.10
29 tons or over but under 30 tons	20.40
30 tons or over but under 31 tons	20.70
31 tons or over but under 32 tons	21.00
32 tons or over but under 33 tons	21.30
33 tons and over	21.60
Driver of machinery float—	
Not exceeding 8 tons capacity	15.20
9 tons and over but under 10 tons	15.50

	$
10 tons and over but under 11 tons	15.80
11 tons and over but under 12 tons	16.10
12 tons and over but under 13 tons	16.40
13 tons and over but under 14 tons	16.70
14 tons and over but under 15 tons	17.00
15 tons and over but under 16 tons	17.30
16 tons and over but under 17 tons	17.60
17 tons and over but under 18 tons	17.90
18 tons and over but under 19 tons	18.30
19 tons and over but under 20 tons	18.60
20 tons and over but under 21 tons	18.90
21 tons and over but under 22 tons	19.20
22 tons and over but under 23 tons	19.50
23 tons and over but under 24 tons	19.80
24 tons and over but under 25 tons	20.10
25 tons and over but under 26 tons	20.40
26 tons and over but under 27 tons	20.70
27 tons and over but under 28 tons	21.00
28 tons and over but under 29 tons	21.30
29 tons and over but under 30 tons	21.60
30 tons and over but under 31 tons	21.90
31 tons and over but under 32 tons	22.30
32 tons and over but under 33 tons	22.60
33 tons and over	22.90
Driver of mechanical horse with or without trailer	12.05
Driver of fork lift	8.45

(c) Machine Drivers:

	$
Operator—powered roller under 8 tons	10.30
Operator—powered roller over 15 tons weight	12.60
Operator—powered vibrating roller under 4 tons	10.30
Operator—powered road roller pneumatic tyred over 8 tons	12.60
Operator—powered vibrating road roller pneumatic tyred over 4 tons	12.60
Operator—tractor pneumatic tyred without power operated attachments:	
(a) Classes 1 and 2	9.30
(b) Classes 3, 4, 5, and 6 (including tractors tilting or a one man hitch trailer)	10.30
(c) Over class 6	12.60
Operator—tractor pneumatic tyred with power operated attachments—	
(a) Classes 1, 2 and 3	10.30
(b) Classes 4, 5 and 6 (not including tilting or one man hitch trailer)	12.60
(c) Over class 6 and up to and including 230 engine horsepower	14.10
(d) Over class 6 with power operated attachments in excess of 230 horsepower	15.20
Operator crawler tractor without power operated attachments—	
(a) Classes 1, 2 and 3	10.30
(b) Classes 4 and 5	12.60
(c) Class 6 and over	14.10
Operator crawler tractor with power operated attachments—	
(a) Classes 1 and 2	10.30
(b) Classes 3 and 4	12.60
(c) Classes 5 and 6	14.10
(d) Over class 6	15.20
Operator—Graders—	
(a) Drawn grader	12.60
(b) Grader—power operated below 110 horsepower	14.10
(c) Grader—power operated 110 horsepower and above	15.20
Operators—Scrapers—	
(a) Self powered scraper up to and including 15 cubic yards struck capacity	14.10
(b) Self powered scraper above 15 cubic yards struck capacity	15.20
Operators—Excavators—	
(a) Up to and including $\frac{5}{8}$ cubic yard	14.10
(b) Above $\frac{5}{8}$ cubic yard up to and including $3\frac{1}{2}$ cubic yards (including Gradall)	15.20
Operators—Mobile Cranes—	
(a) Up to and including 8 tons capacity	12.60
(b) In excess of 8 tons and up to and including 15 tons	14.10
(c) In excess of 15 tons and up to and including 40 tons	15.20
Water Flusher Driver, street cleaning machine operator or auto eductor driver—	
(a) 35 brake horsepower and under	10.30
(b) Over 35 brake horsepower to 70 brake horsepower	12.60
(c) Over 70 brake horsepower to 130 brake horsepower	14.10
(d) Over 130 brake horsepower	15.20

	$
Provided that the aforementioned brake horse power ratings shall relate only to the prime motive engine of the equipment.	
Operators—Loaders—	
Front end and overhead: The appropriate tractor rate except that crawler tractor front end loaders are to be classified one class below the crawler tractor classification using the weight of the tractor including the loader attachment in lieu of the base shipping weight referred to in subclause (3) hereof.	
Mechanical Shovelman or bin attendant	7.65
Operator of portable petrol driven cross cut or circular saws	6.70
Air compressor operator	4.90
Operator—Mechanical bucket type truck or tractor mounted—an amount of forty cents per week in addition to the appropriate rate provided in this clause for the truck or tractor concerned.	
Men operating steam cleaner	8.60
Gullyhole eductor operator assistant	7.65
(d) Gardeners—	
Propagator	8.00
Nurserymen, first class gardeners appointed as such by the employer and street tree loppers and/or pruners	6.65
Gardeners planting out and attending flower beds and assistant nurserymen	5.30
Others including workers in attendance on reserves, parks and plantations and men using scythe	4.65
Bowling green keepers	10.20
Bowling green assistants	4.65
Golf green keepers (18 holes)	10.20
Golf green keepers (9 holes)	8.60
Tennis court keepers	9.00
Tennis court assistants	4.65
Turf wicket keepers	9.00
Hand motor mowers	4.90
Hand rotary hoe and operators of other machines	4.90
(e) Sweepers—	
On orderly work with hand scoop	4.90
Others	4.90
Pickers up	4.10
Pickers up (Be Tidy bins)	6.20
(f) Drainage workers—	
Pipe layer and jointer and setter	9.40
Timberman	4.90
Others	4.10
(g) Quarrymen—	$
Powder monkey	8.50
Crusher feeder	6.85
Jackhammerman	5.90
Man barring down	5.90
Spaller	5.90
Plant attendant	8.50
Man filling wagon under bin	5.90
Jumperman or hammer and drillman	5.90
(h) Bitumen workers—	
Tar, bitumen or bituminous emulsion mixing machine	7.70
Manufacturing bituminous emulsions	7.70
Spreading premix on roads or footpaths	7.70
Dragmen	7.70
Topmen weighing metal and bitumen for bituminous emulsions (high temperature mixing machine)	11.80
Feeding bituminous mixer (metal)	6.85
Feeding bituminous mixture (filler)	6.85
Cutting, feeding or heating	6.85
Spreading bituminous mixtures	8.80
Bitumen screed hand levelling off bituminous concrete	9.40
Trimming road surfaces to shape and grade after initial spreading of metal and prior to spraying	5.90
Sweeping roads and/or spreading metal before and after tar or bitumen spraying	5.90
Sealing iron operator	8.80
Operator of metal spreading machine	6.50
Impactor operator	6.90
(i) Kerb and path hands—	
Wood kerber	9.40
Gravel and stone lump kerb layers	5.90
Concrete slab layer	9.05
Concrete kerb layer	9.05
Concrete finisher	8.30
Concrete slab and kerb makers	6.80
Concrete screed hands and slab kerb layers' assistants	4.10
Workers mixing, wheeling and packing concrete (including mixing machine)	4.10
(j) Road workers and depot hands—	
Road workers and depot men	4.10
Hammer and gadmen breaking up roads and footpaths	5.90
Knappers on roads or footpaths	4.10
Spallers on roads or footpaths	4.10
(k) Ploughmen (not drivers)—	
When ploughing with a tractor or truck	4.90
(l) Scoopmen—	
Mechanically hauled scoop	5.90
(m) General—	
Sand and/or gravel pitman	4.10
Axeman	4.10
Broad axeman	11.15
Jackhammerman and pneumatic drillman	5.90
Nightwatchmen	6.10

	$
Tree fallers (native trees)	4.90
Sprayers or fumigators of noxious weeds and/or pests, vermin, mosquitoes or ants or workers employed in destroying blackberry bush and boxthorn	7.70
Storemen	7.60

(n) Grave diggers and exhumations—

Grave diggers	11.60

Exhumations—

(i) Any worker who opens and/or enters a grave for the purpose of an exhumation shall be paid four dollars forty cents for the first body lifted and two dollars twenty cents for each subsequent body lifted.

(ii) In the case of two or more workers being required to perform the task or tasks referred to in paragraph (i) hereof the amount of seven dollars sixty cents shall be equally divided amongst the workers so engaged.

(o) Vermin inspector (where this work is not carried out by an officer)	9.95
(p) Electricity or gas workers: Assistants employed in electricity or gas undertakings	4.10
(q) Sinking and/or Repairing Wells—	
Well Sinker	5.10
Erecting and/or Repairing Windmills	5.10
Winch Drivers	8.30
(r) Water Board Workers—	
Maintenance Men Driving Truck	10.45
Maintenance Men	6.00
Meter Repairer	10.45
Meter Repairer and Maintenance Men	10.45
(s) Male Attendants at Caravan Compounds and Camping Areas	5.10
(t) Bridge and Culvert Workers—	
Bridge Carpenter	12.30
Bridge Carpenter's Assistant	5.90
(u) Workers not elsewhere classified	4.10

(3) For the purposes of paragraph (c) of subclause (2) of this clause—

(a) Crawler tractors are classified in accordance with Australian Standard—1964 "Classifications of Crawler Tractor by Weight" D4 as follows:—

Class. Shipping Weight—pounds.

1 .... Up to 3,000.
2 .... Over 3,000 up to 6,000.
3 .... Over 6,000 up to 10,000.
4 .... Over 10,000 up to 15,000.
5 .... Over 15,000 up to 25,000.
6 .... Over 25,000 up to 40,000.
7 .... Over 40,000 up to 60,000.
8 .... Over 60,000 up to 80,000.
9 .... Over 80,000.

(b) Pneumatic tyred tractors up to 230 power take off h.p. are classified as follows:—

Class. Power Take-Off Horse Power.

1 .... Up to 15.
2 .... Over 15 up to 25.
3 .... Over 25 up to 35.
4 .... Over 35 up to 45.
5 .... Over 45 up to 60.
6 .... Over 60 up to 80.
7 .... Over 80 up to 100.
8 .... Over 100.

(c) Pneumatic tyred tractors over 230 power take off h.p. are classified as indicated in the margins table of this clause.

(d) Self propelled rollers are classified by weight complete including maximum ballast.

(e) Mobile cranes constructed as an attachment to or modification of a tractor, fall into the appropriate group for the tractor with power operated attachments. Mobile cranes are defined as those mounted on a specially designed chassis or a lorry and capable of load manipulation slewing, and travelling under their own power.

(f) Back hoe when attached to a tractor shall be considered as a power operated attachment to the tractor.

28.—Long Service Leave.

The Long Service Leave provisions published in Volume 47 of the *Western Australian Industrial Gazette* at pages 16 to 21 both inclusive are hereby incorporated in and shall be deemed to be part of this Award.

29.—Piecework.

(1) An employer may make a contract with any worker or group of workers for payment by results by piecework.

(2) The rate of payment shall be fixed on the basis that it shall be sufficient to yield to a worker of average capacity for a full week's work of the ordinary hours at least ten per cent. above the minimum time rate of pay as prescribed herein for such week's work.

(3) A worker working under any system of payment by result shall receive at least the time rate of pay as prescribed herein.

(4) Any dispute under this clause shall, in default of agreement between the employer and his workers or the employer and the union, be referred to the Board of Reference for determination.

30.—Posting of Award.

The accredited union representative shall not be prevented from posting a copy of this award or any notice of the union, not exceeding fourteen inches by nine inches, in a suitable place agreed upon between the employer and the union. Failing agreement in this connection, the Board of Reference shall decide where a copy of the award or the said notice shall be posted.

31.—Working in Isolated Places.

An operator of mechanical equipment, other than motor vehicles and road rollers shall not be required to work alone in isolated places on construction work.

32.—Vehicle Allowance.

A worker required by and authorised by his employer to use his own motor vehicle in the course of his duties shall be paid an allowance not less favourable than that prescribed in the Local Government (General Officers) Award No. 4 of 1964 as amended.

33.—No Reduction.

Nothing herein contained shall entitle an employer to reduce the wage of any worker who at the date hereof was being paid a higher rate of wage than the minimum prescribed for his particular class of work.

34.—District Allowance.

Payments shall be made in accordance with the provisions contained in Schedule A annexed hereto, so far as applicable.

Schedule A.

District Allowances.

In addition to the wages prescribed in clause 27 of this Award, the following allowances shall be paid by the various respondents:—

A worker shall be entitled to one-fifth of the weekly allowance for each day worked.

	$
Ashburton Shire Council	6.00
Broome Shire Council	6.00
Carnarvon Shire Council	3.00
Cue Shire Council	0.50
Esperance Shire Council	0.50
Exmouth Shire Council	6.00
Hall's Creek Shire Council	10.00
Laverton Shire Council	0.90
Leonora Shire Council	0.50
Marble Bar Shire Council	8.50
Meekatharra Shire Council	0.90
Menzies Shire Council	0.50
Mount Magnet Shire Council	0.50
Murchison Shire Council	0.90
Nullagine Shire Council	8.50
Port Hedland Shire Council	6.00
Ravensthorpe Shire Council	0.50
Roebourne Shire Council	6.00
Sandstone Shire Council	0.50
Shark Bay Shire Council	0.90
Tableland Shire Council	7.00
Upper Gascoyne Shire Council	4.50
West Kimberley Shire Council	6.00
Westonia Shire Council	0.50
Wiluna Shire Council	0.90
Wyndham Shire Council	7.00
Yalgoo Shire Council	0.50
Yilgarn Shire Council	0.50

Schedule B.—Respondents.

Shire of Ashburton.
Shire of Broome.
Shire of Cue.
Shire of Esperance.
Shire of Hall's Creek.
Shire of Laverton.
Shire of Leonora.
Shire of Marble Bar.
Shire of Meekatharra.
Shire of Mount Magnet.
Shire of Murchison.
Shire of Nullagine.
Shire of Phillips River.
Shire of Port Hedland.
Shire of Roebourne.
Shire of Sandstone.
Shire of Shark Bay.
Shire of Tableland.
Shire of Upper Gascoyne.
Shire of West Kimberley.
Shire of Westonia.
Shire of Wiluna.
Shire of Wyndham.
Shire of Yalgoo.
Shire of Yilgarn.

OIL REFINERY WORKERS.

Award Nos. 7, 12, 21, 22 and 23 of 1958.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 184 of 1968.

Between Electrical Trades Union of Workers of Australia Western Australian Branch, Perth, Applicant, and B.P. Refinery (Kwinana) Pty. Ltd., Respondent.

HAVING heard Mr. O. K. Salmon on behalf of the applicant and Mr. G. J. Martin and later Mr. J. M. Ince on behalf of the respondent, and by consent, I, the undersigned, Commissioner of The Western Australian Industrial Commission, in pursuance of an allocation to me under section 54 of the Industrial Arbitration Act, 1912-1966, and in pursuance of the powers contained in section 92 of the said Act, and all other powers therein enabling me, do hereby order and declare—

That the Oil Refinery Workers' Award Nod. 7, 12, 21, 22 and 23 of 1958, as amended and consolidated, be and the same is hereby further amended in accordance with the following schedule and that such amendment shall take effect as from the beginning of the first pay period commencing on or after the date hereof.

Dated at Perth this 6th day of November, 1968.

(Sgd.) E. R. KELLY,
[L.S.] Commissioner.

Schedule.

Clause 30—Wages: Add after item (9) of subclause (2) of this clause the following new item:—

	$
(9A) Electrical Fitter (not being a leading hand placed in charge of other workers) who is classified by the employer as an "authorised person—on shift" or who is classified by the employer to work upon sub-station distribution switch gear	27.85

PAINT AND VARNISH MAKING.

Award No. 22 of 1957.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 1076 of 1967.

Between Federated Miscellaneous Workers' Union of Australia, West Australian Branch, Union of Workers, Applicant, and Lewis Berger & Sons (W.A.) Pty. Ltd., and others, Respondents.

HAVING heard Mr. W. S. Latter on behalf of the applicant and Mr. H. J. de Burgh on behalf of the respondents, and by consent, I, the undersigned,

Commissioner of The Western Australian Industrial Commission, in pursuance of an allocation to me under section 54 of the Industrial Arbitration Act, 1912-1966, and in pursuance of the powers contained in section 92 of the said Act, and all other powers therein enabling me, do hereby order and declare—

That the Paint and Varnish Makers' Award No. 22 of 1957, as amended, be and the same is hereby further amended in accordance with the following schedule and that such amendment shall take effect as from the beginning of the first pay period commencing on or after the date hereof.

Dated at Perth this 7th day of November, 1968.

(Sgd.) D. CORT,
[L.S.] Commissioner.

Schedule.

Clause 22—Rates of Pay: Delete subclauses (b) and (d) and insert in lieu thereof:—

	$
(b) Adult Males (Margins per week):	
Bulk paint tinting	17.60
Varnish maker	17.60
Paint mixing and/or operator of wet grinding machine of any kind	12.65
Caustic plant	10.75
All others	9.55
(d) Adult Females (Margins per week):	
Colour card makers and labellers	5.65

SHEET METAL WORKERS.

Award No. 7 of 1952.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 927 of 1967.

Between the West Australian Plumbers and Sheet Metal Workers' Industrial Union of Workers, Applicant, and F. Instone & Co. and others, Respondents.

Before Mr. Commissioner J. R. Flanagan.

The 18th day of October, 1968.

Mr. S. J. Mutton on behalf of the applicant.

Mr. H. J. deBurgh on behalf of the respondents.

Judgment.

THE COMMISSIONER: This is an application by the West Australian Plumbers and Sheet Metal Workers' Union to amend and consolidate the Sheet Metal Workers' Award No. 7 of 1952. This award as previously amended, was also amended and consolidated on the 27th September, 1966. By Application No. 927 of 1967, which was filed on the 12th September, 1967, variations were sought to those clauses of the award regulating hours, wages, special rates, overtime and the time and wages record. In addition two new provisions were sought to be included under the headings—Representatives Interviewing Workers and Posting of Award and Union Notices. A settlement of issues was effected on the 20th June, 1968 and, following a request for a hearing upon the matters in dispute, the matter was set down to be heard on the 1st August.

The Commission, on that day, was advised that apart from clause 6.—Wages, in respect of which there were prospects of a measure of agreement being reached on the marginal rates claimed, the only remaining matters in dispute were those relating to a special rate for "workers handling or working in the vicinity of a worker handling glass wool, glass slag, sisal or fibre glass" and a claim concerning the right of union representatives to interview workers during working hours.

My decision concerning these matters was as follows—

> ...from a consideration of the material put in these proceedings, I have reached the conclusion that the claim for a special allowance for the handling of glass wool, glass slag, sisal or fibreglass should, on this occasion, be refused. There would need to be more conclusive evidence of a disability being suffered from the handling of these substances before one could justifiably find in favour of the applicant.
>
> It may be that certain workers are more susceptible to the irritant properties which are said to be associated with these substances and which may, in turn, cause dermatitis, but I would think that if such were the case there would be no difficulty for the applicant to adduce direct evidence to this effect.
>
> I am also of the opinion that if there are instances where it is felt by the applicant union that the disability encountered is in some way more intense because of the circumstances surrounding the handling of these substances, then surely this could be a question on which the parties could agree to refer to a board of reference.
>
> Turning now to the remaining matter in dispute relating to the provisions concerning the rights of union representatives to be on the business premises of the employer during working hours and appreciating the arguments of the respondents to have regard for the historical affinity of conditions of this award with the conditions applying to workers under the Metal Trades (General) Award, I nevertheless feel that unless it can be shown that the present clause has been applied unsatisfactorily or that there have been instances which make it desirable for a change to be effected, then I consider the provision, in essence, should remain unaltered.

On the 30th August Application No. 927 of 1967 was divided and Application No. 927A of 1967 became the vehicle for increasing the marginal rates for male workers in this industry. The schedule of agreed rates was said by Mr. deBurgh, on behalf of the respondents, "to be in conformity with previous agreements in regard to metal tradesmen in some other awards in that they represent, by and large, the Victorian Federal elsewhere rates plus 10 cents". The marginal rates prescribed had been produced by deducting from the total wage rates in the Federal Award an amount of $34.10 being the State basic wage of $33.50 plus the special loading of 60 cents.

A claim of equal margins for female workers remained in dispute and finally on the 19th September the matter was brought on for determination.

Subclause (3) of the wages clause provides as follows:—

Adult Females (margin over female basic wage per week):	
Under 12 months' experience	Nil.
12 months' experience or more	Nil.

To achieve marginal parity the applicant sought the deletion of the foregoing provision and proposed that the expression "Adult Males (margin per week)" appearing in subclause (2) be replaced by the words, "Margins per week over Basic Wage". The respondents opposed the claim as such, conceding that marginal rates should apply only to certain classifications. These rates were derived from a consideration of the total wage applicable to counterparts under the Federal award.

Mr. Mutton, for the union, referred to a number of decisions of the Commission and of the Commonwealth Commission endorsing the principle that persons who perform the same work should be paid the same margin for skill irrespective of sex. In this respect he contended that as females employed in the sheet metal industry do, in fact, perform the same work and exercise the same skills as males they are entitled to be paid the same margins. No direct evidence was adduced from the workers concerned to establish that such was the case, the union relying on inspections which were carried out at Australian Packaging Industries Pty. Ltd., J. Gadsden Pty. Ltd., S. W. Hart & Co., and Boucher Industries Ltd., where the work performed by females was observed.

Mr. deBurgh, for the respondents, called as witnesses Mr. P. A. Stafford, Personnel Officer of S. W. Hart & Co., Mr. R. K. Russell, Plant Manager of Rheem Australia Pty. Ltd., Mr. G. J. Wicks, Production Manager of J. Gadsden Pty. Ltd., and Mr. J. W. Harmer, Production Manager of Australian Packaging Industries Pty. Ltd. Their evidence indicated that female workers in this industry were not as versatile as males and consequently were limited in the scope of work they could be called upon to perform. One witness testified that although 16 females were employed in 1966 by his firm only one was currently employed. It was because of their limitations, together with changes effected in methods of production, which had largely brought about this reduction, the witness saying that in his company's view "females were not economically sound to retain." All witnesses expressed the view that female workers have not the same capacity of endurance as male operatives when engaged on repetitive work. They are also unable to cope with the heavier components used in production and are thus restricted to specific tasks.

Marginal rates for the male classifications in the award were said to be initially derived and based upon those paid under a Federal award and it was put on behalf of the respondents that rates for corresponding female classifications should be similarly based. Consistent with this submission the employers propose that the quantum of rates be fixed at 75 per cent. of the male rate.

On the other hand the union, by this application, sets the Commission the task of making an independent judgment merely on an examination of work performed and to this extent it is suggested that any comparison with female workers under the Federal award should be disregarded.

In considering the history of marginal fixation in this industry and the evidence relating to the limitations of females employed therein, I am of the opinion that the rates proposed by the respondents are, in the circumstances, appropriate and the claim for marginal parity with male workers is, therefore, disallowed.

In reaching this conclusion I am not precluding the possibility that it may be found in any subsequent detailed review that certain female workers should qualify for higher marginal rates than those which will be prescribed upon this application.

In the minutes of the proposed amendment of the wages clause which will now issue, the parties will note that rates contained in the new provision with respect to leading hands have been fixed, as agreed, to accord with the level of rates currently applying in the Metal Trades (General) Award.

Order accordingly.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 927 of 1968.

Between the West Australian Plumbers and Sheet Metal Workers' Industrial Union of Workers, Applicant, and F. Instone and Co. and others, Respondents.

HAVING heard Mr. S. J. Mutton on behalf of the applicant and Mr. H. J. deBurgh on behalf of the respondents, I, the undersigned, Commissioner of The Western Australian Industrial Commission, in pursuance of an allocation to me under section 54 of the Industrial Arbitration Act, 1912-1966, and in pursuance of the powers contained in section 92 of the said Act, and all other powers therein enabling me, do hereby order and declare—

That the Sheet Metal Workers' Award, No. 7 of 1952, as amended and consolidated, be and the same is hereby further amended and consolidated in accordance with the following schedule and that such amendment shall take effect as from the beginning of the first pay period commencing on or after the date hereof.

Dated at Perth this 30th day of October, 1968.

[L.S.] (Sgd.) J. R. FLANAGAN,
Commissioner.

Schedule.

1.—Title.

This award shall be known as the "Sheet Metal Workers' Award No. 7 of 1952", as amended and consolidated.

2.—Arrangement.

1. Title.
2. Arrangement.
2A. Special Loading.
3. Definitions.
4. Scope of Award.
5. Hours.
6. Wages.
6A. Minimum Wage.
7. Special Rates.
8. Overtime.
9. Payment of Wages.
10. Holidays.
11. Under-rate Workers.
12. Apprentices.
13. Time and Wages Book.
14. Tools.
15. Junior Workers.
16. Contract of Service.
17. Absence through Sickness.
18. Term.
19. Area.
20. Junior Workers' Certificate.
21. Breakdowns, etc.
22. Board of Reference.

23. Fares and Travelling Time.
24. Preference to Unionists.
25. Long Service Leave.
26. Representatives Interviewing Workers.
27. Posting of Award and Union Notices.
28. Shift Work.

2A.—Special Loading.

(1) Except in the case of the rates of wages for apprentices each ordinary wage rate prescribed elsewhere herein shall be increased—

(a) by one dollar and ninety-five cents per week if it is equal to or greater than the basic wage for males, or as the case may be, the basic wage for females; and

(b) in all other cases by an amount which bears the same relationship to one dollar and ninety-five cents as the ordinary wage rate bears to the basic wage for males or, as the case may be, the basic wage for females.

(2) For the purposes of subclause (1) of this clause and to give effect thereto, wherever a basic wage is prescribed herein it shall be deemed to be increased by one dollar and ninety-five cents per week.

3.—Definitions.

(1) "Sheet-metal worker, 1st class" shall mean a worker required—

(a) to work from blue prints, drawings, or measurements (whichever is required of him) for completed articles, and to make the articles throughout; or

(b) to do work, the ability to do which involves the ability to do the work specified in subclause (a).

The expression "blue prints, drawings or measurements" means blue prints, drawings or measurements furnished by the customer to the employer for the purpose of specifying the nature and/or dimensions of the articles ordered or part thereof, or blue prints, drawings, or measurements of a similar nature, but the expression does not include drawings, sketches, or measurements supplied to the individual workman for the purpose of assisting such workmen to understand the nature of and to carry out the work required of him.

(2) "Sheetmetal worker, 2nd class" shall mean a tinsmith or sheetmetal worker employed, except as above in manufacturing or partly manufacturing articles out of any class of sheet-metal of ten gauge or lighter, and including wire work in connection with such articles.

(3) "First-class sheet-metal welder" means a tradesman using electric arc or oxy-acelylene or coal gas blow pipe who is required to apply general trade experience as a welder on any work other than—

(a) cutting scrap metal; or

(b) welding with the aid of jigs; or

(c) operations specifically mentioned as being the work of a second or third-class sheet metal welder in the definitions of those terms hereunder.

(4) "Second-class sheet-metal welder" means a worker who—

(a) welds with the aid of jigs; or

(b) operates automatic welding machines for the setting up of which he is not responsible (other than machines mentioned in the definitions of third-class sheet metal welder; or

(c) operates a profile cutting or a straight line cutting machine; or

(d) is not a first-class sheet metal welder or a third-class sheet metal welder.

(5) "Third-class sheet-metal welder" means a worker using an electric spot, butt-welding or seaming machine or cutting scrap with oxy-acetylene or coal gas blow pipe.

(6) "Spinner, first-class" means an adult worker required to make up his own chucks, spin up the job to drawings, measurements or blue prints and/or who applies general trade knowledge and experience to the making of spun articles by jobbing methods.

(7) "Sheetmetal" means sheets of metal, ten gauge or lighter.

(8) "Process worker" means a worker engaged on repetition work on any automatic, semi-automatic, or single purpose machine, or any machine fitted with jigs, gauges, or other tools rendering operations mechanical or in the assembling of parts of mechanical appliances or other metallic articles so made, or any repetitive hand processes.

(9) "Construction work" means work on site in or in connection with—

(a) the construction of a large industrial undertaking;

(b) any large civil engineering project;

(c) the construction or erection of the fifth and subsequent storeys of any multi-storyed building but only until the exterior walls have been erected and the windows completed and a lift made available to carry the worker between the ground floor and the floor upon which he is required to work;

(d) the construction, erection or alteration of any other building, structure or civil engineering project which the employer and the union or unions concerned agree or, in the event of disagreement, which the Board of Reference declares to be construction work for the purposes of this award.

(10) "Lagger" means a worker engaged in mixing or fixing lagging on the job including the application of any thermal insulating material by any means and the fixing of protective coverings of canvas, sheet metals, fabrics, plastics, bituminous fibreglass and asbestos felt or other similar materials to such insulation.

4.—Scope of Award.

This award shall apply to workers employed to do work in galvanised iron, sheet-tin and other sheet metal, including stove and oven making and repairing, canister making, gas meter making and repairing, manufacture of metal furniture, making and repairing circulating radiators.

5.—Hours.

(1) (a) The provisions of this subclause apply to all workers other than those engaged on continuous shift work.

(b) Subject to the provisions of this subclause, the ordinary working hours shall not exceed 40 in any week nor eight in any day, Monday to Friday,

inclusive, and, except in the case of shift workers, shall be worked between the hours of 7 a.m. and 5.30 p.m.

(c) In an establishment in which the majority of workers are not subject to this award, the ordinary working hours of a worker who is employed on maintenance work may be worked from Monday to Saturday noon, inclusive, but only if—

(i) he is paid at the rate of time and one quarter for ordinary hours worked on Saturdays up to 12 noon;

(ii) the ordinary hours of the aforesaid majority may include work on Saturdays; and

(iii) the business of that establishment is carried on on Saturdays.

(d) Where the first night shift in any week commences on Monday night, the night shift commencing on Friday and finishing not later than 8 a.m. on Saturday of that week, shall be deemed to have been worked in ordinary working hours.

(e) Where shift work is worked on construction work or by the contractor on commissioning tests for new plant—

(i) the first night shift in ordinary hours in any week shall not commence before Monday night; and

(ii) the ordinary hours on each shift shall include crib time not exceeding twenty minutes which shall be taken in relays so as not to cause a stoppage of operations and at times deemed convenient by the employer.

(f) Starting or finishing times outside those prescribed in paragraph (b) of this subclause may, in any particular case, be fixed by agreement between the employer and the union or unions concerned.

(g) In the week commencing on the Monday immediately preceding Good Friday, the ordinary working hours of any worker employed by an employer who is bound by the Shop Assistants Award for the area in which his business is carried on, shall be eight hours on each of the days Monday to Thursday inclusive.

(h) The ordinary working hours shall be consecutive except for a meal interval which shall not exceed one hour.

(i) (i) Subject to the provisions of this paragraph, a rest period of seven minutes from the time of ceasing to the time of resumption of work shall be allowed each morning.

(ii) The rest period shall be counted as time off duty without deduction of pay and shall be arranged at a time and in a manner to suit the convenience of the employer.

(iii) Refreshments may be taken by workers during the rest period but the period of seven minutes shall not be exceeded under any circumstances.

(iv) An employer who satisfies the Commission that any worker has breached any condition expressed or implied in this paragraph may be exempted from liability to allow the rest period.

(v) In an establishment in which the majority of workers are not subject to this award, the provisions of this paragraph do not apply but any worker to whom this award applies shall be entitled to the rest period, if any, which may be allowed to the aforesaid majority.

(j) On construction work on which the majority of workers are employed under this award, in addition to the rest period referred to in paragraph (i) of this subclause but subject to the same conditions, a rest period of seven minutes shall be allowed as soon as possible after the end of the second hours' work following the meal interval unless the workers concerned prefer to do without such rest period, but the provisions of this paragraph only apply to a worker on any day on which he is required for overtime for half an hour or more immediately following his ordinary finishing time.

(2) (a) The provisions of this subclause apply only to workers engaged on continuous shift work.

(b) Forty hours (inclusive of crib time) shall constitute a week's work to be worked in five shifts of eight hours each. Provided that this clause shall be deemed to have been complied with if the ordinary working hours do not exceed eighty hours per fortnight to be worked in shifts of eight hours each. For the purpose of this proviso a "fortnight" means any two consecutive weekly pay periods.

6.—Wages.

The minimum rates of wages payable to workers under this award (other than duly registered apprentices) shall be as follows:—

(1) Basic Wage (per week):

	$
Adult males	33.50
Adult females	25.13

	Adult Males. $	Adult Females. $
(2) (a) Sheetmetal Section (Margins per week):		
Sheet Metal Worker (1st class)	19.40	
Sheet Metal Worker (2nd class)	10.85	
Press Operator (Heavy)	5.10	
Drop Hammer Stamper	5.10	
Press Operator (Light)	4.70	3.60
Solderer and Dipper	5.10	
Guttering Machinist	4.70	
Power Machinist (not otherwise specified)	4.70	3.60
Spinner (1st class)	14.80	
Spinner (other)	5.85	
Process Worker	5.30	4.05
Lagger—		
First six months experience	4.85	
Second and Third six months experience	5.70	
Fourth and Fifth six months experience	7.10	
Thereafter	8.40	
Polisher	7.4	
(b) Canister Making Section—		
Die Setter and/or Machine Setter and/or Leading Press Hand	8.90	5.90
Canister maker by hand and riveter by hand	5.85	3.60
Solderer and Dipper	4.70	3.60
Operator of other power presses and other power machines	4.70	3.60
Cap Solderer	4.70	3.60

	$	$
(c) Stove and Range fitters and assemblers	10.05	
(d) Painting Section—		
Spray Painter (on both prime and finishing coats)	7.40	5.70
Spray Painter (on one coat work)	5.10	3.85
Painter (using brush)	4.85	3.65
(e) Tool and material Storeman	8.80	
(f) Welding Section—		
Welder (1st Class)	19.40	
Welder (2nd Class)	6.80	5.10
Welder (3rd Class)	5.85	4.40
(g) Galvanising Section—		
Galvaniser	8.90	
Assistant Working over Metal pot	5.10	
Pickler	4.85	
(h) All others	0.90	0.70

(3) Junior Males (per cent. of male basic wage per week):

	%
(a) Stove and Range Section—	
Under 16 years of age	20
Between 16 and 17 years of age	30
Between 17 and 18 years of age	45
Between 18 and 19 years of age	60
Between 19 and 20 years of age	75
Between 20 and 21 years of age	95
(b) Other Sections—	
Under 16 years of age	20
Between 16 and 17 years of age	30
Between 17 and 18 years of age	45
Between 18 and 19 years of age	60
Between 19 and 20 years of age	70
Between 20 and 21 years of age	95

(4) Junior females (per cent of female basic wage per week):

Under 16 years of age	35
16 to 17 years of age	45
17 to 18 years of age	55
18 to 19 years of age	65
19 to 20 years of age	75
20 to 21 years of age	90

(5) In addition to the appropriate rates of pay prescribed elsewhere in this clause a worker shall be paid—

(i) five dollars per week if he is engaged on work described in paragraphs (a) or (b) of the definition of "construction work";

(ii) four dollars and thirty-five cents per week if he is engaged on work described in paragraph (c) of that definition;

(iii) two dollars and seventy-five cents per week if he is engaged on the construction of a multi-storeyed building unless subparagraph (ii) of this paragraph applies;

(iv) two dollars and twenty-five cents per week or such other rate as may be fixed by the Board of Reference on work falling within paragraph (d) of the definition of "construction work."

(6) Leading Hand: In addition to the appropriate margin prescribed in subclause (2) of this clause a leading hand shall be paid—

(i) if placed in charge of not less than three and not more than 10 other workers—$2.70.

(ii) if placed in charge of more than 10 and not more than 20 other workers—$4.85.

(iii) if placed in charge of more than 20 other workers—$7.15.

6A.—Minimum Wage.

(1) Notwithstanding the provisions of this clause, no adult male worker shall be paid less than thirty-eight dollars and ninety cents per week as ordinary rates of pay in respect of the ordinary hours of work prescribed by this award.

(2) Where a minimum rate of pay as aforesaid is applicable to a worker for work in ordinary hours the same rate shall be applicable to the calculation of overtime and all other penalty rates' payment during sick leave and annual leave and for all other purposes of this award.

7.—Special Rates.

(1) Height Money: A worker shall be paid an allowance of twenty-five cents for each day on which he works at a height of fifty feet or more above the nearest horizontal plane.

(2) Dirt Money: A worker shall be paid an allowance of five cents per hour when engaged on work of an unusually dirty nature where clothes are necessarily unduly soiled or damaged or boots are unduly damaged by the nature of the work done.

(3) Confined Space: A worker shall be paid an allowance of eight cents per hour when, because of the dimensions of the compartment or space in which he is working, he is required to work in a stooped or otherwise cramped position or without proper ventilation.

(4) Protective Equipment:

(a) An employer shall have available a sufficient supply of protective equipment (as, for example, goggles (including anti-flash goggles), glasses, gloves mitts, aprons, sleeves, leggings, gumboots, ear protectors, helmets, or other efficient substitutes thereof) for use by his workers when engaged on work for which some protective equipment is reasonably necessary.

(b) A worker shall sign an acknowledgment when he receives any article of protective equipment and shall return that article to the employer when he is finished using it or on leaving his employment.

(c) A worker to whom an article of protective equipment has been issued shall not lend that article to another worker and if he does both he and that other worker shall be deemed guilty of wilful misconduct.

(d) An article of protective equipment which has been used by a worker shall not be issued by the employer to another worker until it has been effectively sterilised but this paragraph only applies where sterilisation of the article is practicable and is reasonably necessary.

8.—Overtime.

(1) (a) The provisions of this subclause apply to all workers other than those engaged on continuous shift work.

(b) Subject to the provisions of this subclause, all work done beyond the ordinary working hours on any day, Monday to Friday, inclusive, shall be paid for at the rate of time and one half for the first two hours and double time thereafter.

(c) Work done on Saturdays after 12 noon or on Sundays or on any day prescribed as a holiday under this award, shall be paid for at the rate of double time.

(d) Work done on Saturdays prior to 12 noon shall be paid for at the rate of time and one half for the first four hours and double time thereafter but this paragraph does not apply in a case to which paragraph (c) or (d) of subclause (1) of clause 5 applies.

(e) When a worker is required for duty during his usual meal time and his meal time is thereby postponed for more than half an hour, he shall be paid at overtime rates until he gets his meal.

(f) In computing overtime each day shall stand alone but when a worker works overtime which continues beyond midnight on any day, the time worked after midnight shall be deemed to be part of the previous day's work for the purpose of this subclause.

(2) (a) The provisions of this subclause apply only to workers engaged on continuous shift work.

(b) Subject to the provisions of paragraph (c) of this subclause all time worked in excess of or outside the ordinary working hours as prescribed, or on a shift other than a rostered shift, shall be paid for at the rate of double time, except where a worker is called upon to work a sixth shift in not more than one week in any four weeks, when he shall be paid for such shift at time and a half for the first four hours and double time thereafter.

(c) Time worked in excess of the ordinary working hours shall be paid for at ordinary rates—

(i) if it is due to private arrangements between the workers themselves; or

(ii) if it does not exceed two hours and is due to a relieving man not coming on duty at the proper time; or

(iii) if it is for the purpose of effecting the customary rotation of shifts.

(3) (a) The provisions of this subclause apply to all workers.

(b) Except in the case of shifts to which paragraph (a) of subclause (6) of clause 28 of this award applies overtime on shift work shall be based on the rate payable for shift work.

(c) (i) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that workers have at least eight consecutive hours off duty between the work of successive days.

(ii) a worker (other than a casual worker) who works so much overtime between the termination of his ordinary work on one day and the commencement of his ordinary work on the next day that he has not at least eight consecutive hours off duty between those times shall, subpect to this paragraph, be released after completion of such overtime until he has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(iii) If, on the instructions of his employer, such a worker resumes or continues work without having had such eight consecutive hours off duty, he shall be paid at double rates until he is released from duty for such period and he shall then be entitled to be absent until he has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(d) When a worker is recalled to work after leaving the job—

(i) he shall be paid for at least three hours at overtime rates;

(ii) time reasonably spent in getting to and from work shall be counted as time worked.

(e) When a worker is required to hold himself in readiness for a call to work after ordinary hours, he shall be paid at ordinary rates for the time he so holds himself in readiness.

(f) A worker shall not be compelled to work for more than six hours without a break for a meal.

(g) Subject to the provisions of paragraph (h) of this subclause, a worker required to work overtime for more than two hours shall be supplied with a meal by the employer or be paid sixty-five cents for a meal, and if, owing to the amount of overtime worked, a second or subsequent meal is required he shall be supplied with each such meal by the employer or be paid forty-five cents for each meal so required.

(h) The provisions of paragraph (g) of this subclause do not apply—

(i) in respect of any period of overtime for which the worker has been notified on the previous day or earlier that he will be required; or

(ii) to any worker who lives in the locality in which the place of work is situated in respect of any meal for which he can reasonably go home.

(i) If a worker to whom subparagraph (i) of paragraph (h) of this subclause applies has, as a consequence of the notification referred to in that paragraph, provided himself with a meal or meals and is not required to work overtime or is required to work less overtime than the period notified, he shall be paid, for each meal provided and not required, the appropriate amount prescribed in paragraph (g) of this subclause.

(j) (i) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(ii) No union or association party to this award, or worker or workers covered by this award, shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with the requirements of this subclause.

(k) The provisions of this subclause do not operate so as to require payment of more than double time rates for any work except and to the extent that the provisions of clause 7 of this award apply to that work.

9.—Payment of Wages.

(1) Workers shall be paid at the shop or on the job within five minutes of the time for ceasing work.

(2) Where an obligation to pay a final amount contains a decimal figure of .5 of a cent or more, the amount to be paid shall be the next whole cent. Example: 5.5 cents becomes 6 cents. Where the amount to be paid contains a decimal figure of less than .5 of a cent, such decimal figure shall be disregarded. Example: 5.4 cents becomes 5 cents.

10.—Holidays.

(1) (a) Except as hereinafter provided, the following days, or the days observed in lieu, shall be allowed as holidays without deduction of pay—namely, New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, State Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties in lieu of any of the days named in this subclause.

(b) Where Christmas Day or New Year's Day falls on a Saturday or Sunday, such holiday shall be observed on the next succeeding Monday and where Boxing Day falls on a Sunday or a Monday such holiday shall be observed on the next succeeding Tuesday. In each case the substituted day shall be deemed a holiday without deduction of pay in lieu of the day for which it is substituted.

(2) On any public holiday not prescribed as a holiday under this award, the employers' establishment or place of business may be closed, in which case a worker need not present himself for duty and payment may be deducted, but if the work be done, ordinary rates of pay shall apply.

(3) Except as hereinafter provided, a period of three consecutive weeks' leave with payment of ordinary wages as prescribed shall be allowed annually to a worker by his employer after a period of twelve months' continuous service with that employer.

(4) If any award holiday falls within a worker's period of annual leave and is observed on a day which in the case of that worker would have been an ordinary working day there shall be added to that period one day being an ordinary working day for each such holiday observed as aforesaid.

(5) If, after one month's continuous service in any qualifying twelve monthly period, a worker lawfully leaves his employment or his employment is terminated by the employer through no fault of the worker, the worker shall be paid one quarter of a week's pay at his ordinary rate of wage in respect of each completed month of continuous service.

(6) Any time in respect of which a worker is absent from work, except time for which he is entitled to claim sick pay or time spent on holidays or annual leave, as prescribed by this award, shall not count for the purpose of determining his right to annual leave.

(7) In the event of a worker being employed by an employer for portion only of a year, he shall only be entitled, subject to subclause 5 of this clause, to such leave on full pay as is proportionate to his length of service during that period with such employer, and if such leave is not equal to the leave given to the other workers, he shall not be entitled to work or pay whilst the other workers of such employer are on leave on full pay.

(8) (a) A worker who is justifiably dismissed for misconduct shall not be entitled to the benefit of the provisions of this clause.

(b) In special circumstances and by mutual consent of the employer the worker and the union concerned, annual leave may be taken in not more than two periods.

(9) The provisions of this clause shall not apply to casual workers.

(10) Notwithstanding anything else herein contained an employer who observes a Christmas closedown for the purpose of granting annual leave may require a worker to take his annual leave in not more than two periods but neither of such periods shall be less than one week.

11.—Under-rate Workers.

(1) Any worker who by reason of old age or infirmity is unable to earn the minimum wage, may be paid such lesser wage as may from time to time be agreed upon in writing between the Union and the employer.

(2) In the event of no agreement being arrived at, the matter may be referred to the Board of Reference for determination.

(3) After application has been made to the Board and pending the Board's decision, the worker shall be entitled to work for and be employed at the proposed lesser rate.

12.—Apprentices.

(1) The employment of apprentices shall be governed by the provisions of the Apprenticeship Regulations, 1964.

(2) Apprentices may be taken to sheet-metal working (1st class) metal spinning (1st class) and first-class welding.

(3) The maximum number of apprentices allowed to any employer shall be in the proportion of one apprentice to every two or fraction of two journeymen employed by him: Provided that the fraction of two shall not be less than one. Provided further that in an "approved" shop or factory the proportion shall be one apprentice for every one journeyman. For the purpose of this proviso an "approved" shop or factory shall be one to which approval (as regards one or more particular trades) has been given by the Board of Reference appointed under clause 22 hereof.

(4) Apprentices (wage per week):

	$
Five-year term—	
First year	13.13
Second year	18.71
Third year	25.43
Fourth year	33.60
Fifth year	41.55
Four-year term—	
First year	14.26
Second year	25.43
Third year	33.60
Fourth year	41.55
Three-year term—	
First year	20.57
Second year	33.60
Third year	41.55

(5) Except as hereinafter provided every agreement of apprenticeship shall be for a period of five years unless, with the approval of the Commission, that period is reduced or deemed to have been commenced prior to the date of the agreement, provided that—

(a) where the apprentice has completed the tenth year of schooling and has obtained the High School Certificate or Junior Certificate of the Public Examinations Board

in such subjects as the appropriate Apprenticeship Advisory Board determines and has the vocational aptitude for the trade concerned, the period of apprenticeship shall be four years; and

(b) where the apprentice has completed the eleventh year of schooling and has obtained the High School Certificate or Junior Certificate of the Public Examinations Board in such subjects as the appropriate Apprenticeship Advisory Board determines and has the vocational aptitude for the trade concerned, he may be allowed a credit to reduce the period to three and a half years; and

(c) where the apprentice has completed the twelfth year of schooling and has obtained the High School Certificate or Leaving Certificate of the Public Examinations Board in such subjects as the appropriate Apprenticeship Advisory Board determines and has the vocational aptitude for the trade concerned, he may be allowed a credit to reduce the period to three years.

(6) Where classes are provided by the Technical Education Division of the Education Department in the locality in which the apprentice is employed, the hours of attendance at such classes shall be—

(a) where the period of apprenticeship is for five years—eight hours per week for the first school year and eight hours per fortnight for each of the three subsequent school years;

(b) where the period of apprenticeship is for less than five years—eight hours per week for the first and second school years and eight hours per fortnight for the next school year.

13.—Time and Wages Record.

(1) Each employer shall keep a time and wages book showing the name of each worker, the nature of his work, the hours worked each day, and the wages and allowances paid each week. Any system of automatic recording by means of machines shall be deemed to comply with this provision to the extent of the information recorded.

(2) The time and wages record shall be open for inspection by a duly accredited official of the union during the usual office hours, at the employer's office or other convenient place, and he shall be allowed to take extracts therefrom. The employer's works shall be deemed to be a convenient place for the purpose of this paragraph, and if for any reason the record be not available at the works when the official calls to inspect it, it shall be made available for inspection within twelve hours either at the employer's office or at the works.

14.—Tools.

The employer shall supply the whole of the tools required.

15.—Junior Workers.

(1) Unapprenticed juniors may be employed in all occupations for which apprenticeship is not provided.

(2) No junior worker under 18 years of age shall be employed as an operator of a power-driven guillotine, or as a die-setter on power presses.

16.—Contract of Service.

The contract of hiring of every worker, excepting apprentices shall be deemed to be a contract of hiring by the day.

17.—Absence Through Sickness.

(1) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health for one-twelfth of a week for each completed month of service. Provided that payment for absence through such ill-health shall be limited to one week in each calendar year. Payment hereunder may be adjusted at the end of each calendar year, or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

(2) A worker shall not be entitled to receive any wages from his employer for any time lost through the result of an accident not arising out of or in the course of his employment or for any accident, wherever sustained, arising out of his own wilful default or for sickness arising out of his own wilful default.

(3) No worker shall be entitled to the benefits of this clause unless he produces proof satisfactory to his employer of sickness, but the employer shall not be entitled to a medical certificate unless the absence is for three days or more.

(4) Sick leave shall accumulate from year to year so that any balance of the period specified in subclause (1) of this clause which has in any year not been allowed to any worker by his employer as paid sick leave be claimed by the worker and subject to the conditions hereinbefore prescribed, shall be allowed by his employer in any subsequent year without diminution of the sick leave prescribed in respect of that year. Provided that the sick leave which accumulates pursuant to this subclause shall be available to the worker for a period of two years but no longer from the end of the year in which it accrues.

(5) The provisions of this clause do not apply to casual workers.

18.—Term.

The term of this Award shall be for a period of one year from the beginning of the first pay period commencing after the date hereof. (This Award was delivered on the 10th day of March, 1952.)

19.—Area.

This award shall operate over the area comprised within a radius of twenty-five miles from the General Post Office, Perth.

20.—Junior Workers' Certificate.

(1) Junior workers shall furnish the employer with a certificate showing the following particulars:—

(a) Name in full.

(b) Age and date of birth.

(c) Name of each previous employer.

(d) Length of service with each previous employer.

(2) This certificate shall be signed by the worker.

(3) No worker shall have any claim upon his employer for additional wages in the event of his age or length of service being wrongly stated on this certificate.

(4) No endorsement whatever shall be made by an employer on any such certificate.

21.—Breakdowns, etc.

The employer shall be entitled to deduct payment for any day or portion of a day upon which the worker cannot be usefully employed because of any strike by the union or unions affiliated with it or by any other association or union, or through the breakdown of the employer's machinery, or any stoppage of work by any cause which the employer cannot reasonably prevent.

22.—Board of Reference.

(1) The Commission hereby appoints for the purpose of this award, a Board of Reference consisting of a Chairman and two other members who shall be appointed pursuant to regulation 80 of the Industrial Arbitration Act (Western Australian Industrial Commission) Regulations 1964.

(2) The Board of Reference is hereby assigned the function of allowing, approving, fixing, determining or dealing with any matter which under this award, may be allowed, approved, fixed, determined or dealt with by a Board of Reference.

23.—Fares and Travelling Time.

(1) (a) A worker who, on any day, or from day to day is required to work at a job away from his accustomed workshop or depot shall, at the direction of his employer, present himself for work at such job at the usual starting time.

(b) A worker to whom paragraph (a) of this subclause applies shall be paid at ordinary rates for time spent in travelling between his home and the job and shall be reimbursed for any fares incurred in such travelling but only to the extent that the time so spent and the fares so incurred exceed the time normally spent and the fares normally incurred in travelling between his home and his accustomed workshop or depot.

(c) A worker who with the approval of his employer uses his own means of transport for travelling to or from outside jobs shall be paid the amount of excess fares and travelling time which he would have incurred in using public transport unless he has an arrangement with his employer for a regular allowance.

(2) A worker to whom subclause (1) of this clause does not apply and who is engaged on construction work shall be paid an allowance in accordance with the provisions of this subclause to compensate for excess fares and travelling time from the worker's home to his place of work and return—

(a) on places within a radius of fourteen miles from the G.P.O., Perth—Fifty-three cents per day.

(b) For each additional mile up to 25 miles—five cents per mile.

(c) Apprentices and junior workers shall be paid three quarters of the above rates.

(d) Where transport to and from the job is provided by the employer from and to his depot or such other place more convenient to the worker as is mutually agreed upon between the employer and worker, half the above rates shall be paid: Provided that the conveyance used for such transport is provided with suitable seating and weather-proof covering.

(3) For travelling during working hours from and to the employer's place of business or from one job to another a worker shall be paid by the employer at ordinary rates. The employer shall pay all fares and reasonable expenses in connection with such travelling.

24.—Preference to Unionists.

(1) In this clause—

"the union" means any one of the unions party to this award;

"unionist" means a worker who is a member of the union;

"non-unionist" means a worker who is not a member of the union.

(2) Subject to the provisions of this clause it is a condition of employment under this award that each non-unionist shall—

(a) unless he has already applied for membership of the union in the manner prescribed by the rules of the union, apply for such membership in the manner so prescribed within seven days of receiving from an accredited representative of the union, a copy of those rules, a copy of this clause and an application form for membership;

(b) upon being notified that he has been accepted as a member of the union, do such things as may be required under the rules of the union in relation to his admission to membership; and

(c) thereafter remain a unionist whilst so employed.

(3) Subclause (2) of this clause does not apply to any worker—

(a) who holds a certificate of exemption from membership of the union issued and in force pursuant to section 61B of the Industrial Arbitration Act, 1912-1966;

(b) who, prior to the expiration of the seven days referred to in that subclause, has applied for such a certificate of exemption, unless and until that application is finally determined under that section;

(c) for the unexpired portion of any period in respect of which he has, prior to commencing employment under this award, paid membership fees on his own behalf to another union; or

(d) who is an apprentice.

(4) (a) Where the Secretary of the union has notified an employer that a non-unionist to whom the provisions of subclause (2) of this clause apply has failed or refused to comply with those provisions, that non-unionist shall not be retained in employment by that employer for more than twenty-four hours to the exclusion of any well conducted unionist who is employed, by or who applies for employment with that employer and who is adequately experienced and otherwise competent in the work performed by that non-unionist and is of the sex to which that work is allotted by this award or where the award makes no such provision, by custom.

(b) Where paragraph (a) of this subclause operates so as to require the dismissal of a non-unionist by his employer the provisions of clause 16 of this award are hereby declared inoperative in respect of that dismissal but only if—

(i) a unionist is engaged to commence work in the place of the non-unionist; and

(ii) that the dismissal does not become effective before the unionist has so commenced.

(c) This subclause shall not apply to an apprentice.

(5) A non-unionist shall not be engaged for any work to the exclusion of a well-conducted unionist if that unionist—

(a) is adequately experienced in and competent to perform that work;

(b) applies to that employer, for employment on that work—

(i) not later than the time at which the non-unionist applies; or

(ii) within the time specified by that employer in any advertisement calling for such applications whichever is the later;

(c) is able to commence work at the time required by the employer; and

(d) is of the sex to which the work concerned is allotted by this award or, where the award makes no such provision, by custom.

(6) Subclause (5) of this clause does not apply to a non-unionist—

(a) who holds a certificate of exemption from membership of the union issued and in force pursuant to section 61B of the Industrial Arbitration Act, 1912-1966.

(b) for the period between the date on which he applies for such a certificate and the date on which that application is finally determined under that section; or

(c) who is an apprentice.

25.—Long Service Leave.

The Long Service Leave provisions published in Volume 45 of the *Western Australian Industrial Gazette* at pages 15 to 21 inclusive are hereby incorporated in and shall be deemed to be part to this award.

26.—Representatives Interviewing Workers.

In the event of an industrial dispute existing or anticipated concerning any of the provisions of this Award the Secretary or an accredited representative of the union shall be permitted on the business premises of the employer during working hours: Provided that such officer shall not wilfully hamper or hinder the workers during their working time and he may interview any worker or converse with him during any lunch hour or non working time.

27.—Posting of Award and Union Notices.

The employer shall keep a copy of this award in a convenient place in the workshop, and he shall also provide a notice board for the posting of union notices.

28.—Shift Work.

(1) The provisions of this clause apply to shift work whether continuous or otherwise.

(2) Subject to the provisions of subclause (3) of this clause, an employer may work his establishment on shifts but before doing so shall give notice of his intention to the union or unions concerned and of the intended starting and finishing times of ordinary working hours of the respective shifts.

(3) Shifts shall not be worked on construction work unless the employer and the union or unions concerned so agree or, in the event of disagreement, the Board of Reference so determines.

(4) (a) Where any particular process is carried out on shifts other than day shift, and less than five consecutive afternoon or five consecutive night shifts are worked on that process, then workers employed on such afternoon or night shifts shall be paid at overtime rates.

(b) The sequence of work shall not be deemed to be broken under the preceding paragraph by reason of the fact that work on the process is not carried out on a Saturday or Sunday or on any holiday.

(5) Where a shift commences at or after 11 p.m. on any day, the whole of that shift shall be deemed, for the purposes of this award, to have been worked on the following day.

(6) The loading on the ordinary rates of pay for shifts worked in ordinary hours is—

(a) twenty-five per cent. for night shift on construction work or on commissioning tests for new plant; and

(b) in any other case, five per cent. for afternoon shift and 10 per cent. for night shift.

(7) (a) All work performed during ordinary hours on Saturdays, Sundays or holidays, shall be paid for at the rate of time and one half. This rate shall be paid in lieu of the shift allowances prescribed in paragraph (b) of subclause (6) of this clause.

(b) The provisions of paragraph (a) of this subclause do not apply to a case to which paragraph (a) of subclause (6) of this clause applies.

(8) Where shifts are worked on construction work or on commissioning tests for new plant the day and night shifts shall change weekly.

STEVEDORING.

(A.W.U.)

Award No. 19 of 1968.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 410 of 1968.

Between Australian Workers' Union, Westralian Branch, Industrial Union of Workers, Applicant, and Hon. Minister Controlling the Harbour and Light Department, Respondent.

HAVING heard Mr. J. Isherwood on behalf of the applicant and Mr. G. D. Johnson on behalf of the respondent, and by consent, I, the undersigned, Chief Idustrial Commissioner of The Western Australian Industrial Commission, in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1966, and all other powers therein enabling me, do hereby order and declare—

That the Australian Workers' Union Stevedoring Industry Award No. 19 of 1968, as amended, be and the same is hereby further amended in accordance with the following schedule and that such amendment shall take effect as from the beginning of the first pay period commencing on or after the date hereof.

Dated at Perth this 20th day of November, 1968.

(Sgd.) B. M. O'SULLIVAN,
[L.S.] Commissioner.

Schedule.

Clause 7—Wages: Delete this clause and insert in lieu thereof—

Clause 7.—Wages.

1. Basic Wage: $33.50 per week to be calculated on an hourly basis.

2. (a) Margins: There shall be added to the hourly rate of wage as arrived at by dividing the basic wage by thirty, such an amount or amounts as shall make the ordinary hourly rate payable at the various ports equal to the following:—

	Per Hour. $
Carnarvon	1.5798
Onslow	1.6298
Point Samson	1.6298
Port Hedland	1.6298
Broome	1.6298
Derby	1.6298
Wyndham	1.6465

(b) A worker employed as a driver of a shore based mechanical crane, mobile crane, or fork lift, shall while so employed, be paid $0.0977 per hour in addition to the hourly rate prescribed by paragraph (a) hereof.

3. Provided that a district allowance at the following rates: Carnarvon $1.50; Onslow, Point Samson, Port Hedland, Broome and Derby $3.00; Wyndham $3.50, calculated on an hourly rate using a divisor of thirty shall be paid as an additional flat rate loading during all time of duty. Provided further that the additional flat rate loading prescribed in this subclause shall not be subject to multiplication in the calculation of penalty rates.

SUPERPHOSPHATE WORKERS.

Award No. 33 of 1968.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 395 of 1968.

Between West Australian Chemical and Allied Trades Industrial Union of Workers, Applicant, and C.S.B.P. & Farmers Limited, Cresco Fertilizers (W.A.) Pty. Limited, Respondents.

HAVING heard Mr. W. S. Latter on behalf of the applicant and Mr. H. J. de Burgh on behalf of the respondents, and by consent, I, the undersigned, Commissioner of The Western Australian Industrial Commission, in pursuance of an allocation to me under section 54 of the Industrial Arbitration Act, 1912-1966, and in pursuance of the powers contained in section 92 of the said Act, and all other powers therein enabling me, do hereby order and declare—

That the Superphosphate Workers' Award No. 33 of 1968, be and the same is hereby amended in accordance with the following schedule and that such amendment shall take effect as from the date hereof.

Dated at Perth this 7th day of November, 1968.

[L.S.] (Sgd.) D. CORT,
Commissioner.

Schedule.

1. Clause 8—Wages: Delete this clause and insert in lieu thereof:—

8.—Wages.

The minimum rates of wages payable to workers covered by this award shall be—

	$
(1) Basic Wage (per week)	33.50
(2) Adult Males (margin over basic wage per week):	
Acid Section—	
(a) Leadburner's Assistant (including height money)	8.75
General Assistant:	
Cleaning—	
From the outside, chamber refuse.	
Acid plant fans and flues.	
Pyrites drier scrubber.	
Pyrites cyclones.	
Handling and washing acid bricks.	
(b) Receiving pyrites or handling cinders	10.40
Mixing and despatching acid.	
(c) Receiving and stowing sulphur (rail or road)	12.50
Clarke shovel on sulphur.	
Scoop winch on sulphur.	
Acid pumpman.	
Pyrites drier.	
Manufacturing hydrochloric, nitric and other acids and chemicals, including lime sulphur.	
Ammonia plant operator.	
Demolition of chamber leadwork.	
Lagging hot pyrites flues.	
Cleaning—	
From the inside, acid chambers, towers, tanks or receptacles over 50 gallons capacity, den flues, scrubber system and aerator.	
Sulphur burners and combustion chambers.	
Burner or roaster flues.	
(d) Chamberman (pyrites or sulphur)	14.00
Phosphate Rock Section—	
(e) Receiving and trimming	8.75
Rock crushing assistant.	
(f) Rock tunnel	10.40
Receiving—	
Electric shovel winch and Clarke shovel cleaning rail trucks.	
(g) Rock crushing mill	12.50
Superphosphate Section—	
(h) Bag supply to baggers	7.75
(i) On superphosphate dump	8.75
Dumping full bags.	
Trucking.	
Manual Shunting.	
Rail truck sheeting.	
(j) Den excavator	10.40
Den belt conveyors.	
Scoop winch on superphosphate.	

	$
Superphosphate dump excavator. Shed tunnels. Dressing plant screens. Baggers. Sewers. Bulk super. despatch.	
(k) Mixing acid and rock dust	12.50
Overhead electric crane. Electric Ruston shovel. Despatch clerk. Tally clerk. Conditioning Plant.	
(l) Superphosphate and other loaders	14.50
Two loaders shall be paid as such throughout the year. Carrying and stacking raw materials in bags (1 cwt. or more) single-handedly.	
Mixed Manure Section—	
(m) Mixing and working on mixed fertilisers, including basic phosphate	8.75
(n) Handling bags of manganese, zinc oxide, D.D.T., or bagging super and copper ore, manganese, zinc oxide, D.D.T.	10.40
(o) Handling copper ore and mixing super and copper ore	12.10
(p) Shaking out empty copper ore bags	14.00
General Section—	
(q) Receiving and stacking cornsack bales	7.75
Spreading and printing bags.	
(r) Tradesman's assistant	8.25
Mixing concrete. Using tar or bitumen. Splicer and rigger.	
(s) Receiving bagged raw materials	8.75
(t) Using explosives	10.40
Melting secondhand scrap lead into ingots. Watchman (48 hours subject to clause 5 (3). Jack hammer operator. Canteen Attendant. Gatekeeper. Gardner.	
(u) Cleaning septic tanks	12.10
Storeman.	
(v) Other workers not specified	7.75

(3) Junior Workers (per cent. of basic wage per week):

	%
Under 16 years of age	35
16 to 17 years of age	45
17 to 18 years of age	57½
18 to 19 years of age	70
19 to 20 years of age	85
Over 20 years of age	Adult Rates.

For the purpose of convenience, the wages prescribed above are expressed in weekly amounts. The provisions of Clause 12—Contract of Hiring, shall be read in conjunction with this clause.

No junior worker less than seventeen years of age shall be employed in wheeling bags of superphosphate or other similar material up an inclined ramp or board. No boy of less than eighteen years shall be employed on night shift.

(4) Casual Workers: Any employee employed for less than one week shall be entitled to fifteen per cent. per day, in addition to the ordinary rates prescribed for the particular class of work in which he is employed.

2. Clause 9—Extra Rates and Conditions: Delete this clause and insert in lieu thereof:—

9.—Extra Rates and Conditions.

(1) Except where specifically prescribed elsewhere in this clause, the method of calculating the extra rates provided in this clause shall be as follows:—

Any worker carrying out the special duties mentioned in this clause for less than two hours of one day or shift shall be paid the extra allowance on a pro rata basis for the time actually employed on such work.

Where such worker performs the work for two hours or more of one day or shift, he shall be paid the extra allowance for the whole of such day or shift.

(2) Twenty cents per day over the minimum rates prescribed herein shall be paid to men employed working on a scaffold fifteen feet or more above ground or floor level.

(3) Work done in the meal time or any portion thereof shall be paid at the rate of time and a half, but this shall not apply to cases involving completion of work commenced before such meal time, and not occupying more than fifteen minutes from the commencement thereof, in which case the meal time will be extended by such period beyond the ordinary time.

(4) Leading Hands:

Any worker placed by the employer in charge of less than four other workers shall be paid two dollars per week in addition to the margin prescribed for the work being performed.

Any worker placed by the employer in charge of four to twelve other workers shall be paid four dollars per week in addition to the margin prescribed for the work being performed.

Any worker placed by the employer in charge of more than twelve other workers shall be paid six dollars per week in addition to the margin prescribed for the work being performed.

(5) Workers sorting, branding, bagging, dumping, sewing, trucking, or loading superphosphate or superphosphate mixtures in farmers' own bags shall be paid 35 cents per day extra.

(6) In addition to the rates of wages prescribed in Clause 8 hereof, a disability rate of one dollar and fifty cents per week shall be paid.

(7) Workers trained and operating large special manufacturing plants shall be paid three dollars per week extra.

TRANSPORT TRUST.
(Traffic and Non-Traffic.)

Award No. 44 of 1961.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 296 of 1968.

Between the Australian Tramway and Motor Omnibus Employees' Association, Perth Branch, Industrial Union of Workers, Applicant, and Metropolitan (Perth) Passenger Transport Trust, Respondent.

HAVING heard Mr. I. T. Fraser on behalf of the applicant and Mr. R. S. Lane on behalf of the respondent, and by consent, I, the undersigned, Commissioner of The Western Australian Industrial Commission, in pursuance of an allocation to me under section 54 of the Industrial Arbitration Act, 1912-1966, and in pursuance of the powers contained in section 92 of the said Act, and all other powers therein enabling me, do hereby order and declare—

That the Transport Trust (Traffic and Non-Traffic) Award No. 44 of 1961, as amended, be and the same is hereby further amended in accordance with the following schedule and that such amendment shall take effect as from the date hereof.

Dated at Perth this 7th day of November, 1968.

(Sgd.) D. CORT,
[L.S.] Commissioner.

Schedule.

Clause 28.—Wages: Delete subclauses (1) and (2) of this clause and insert in lieu thereof:—

28.—Wages.

(1) The minimum rates of wages payable to workers covered by this Section of the Award shall be as follows:—

	$
(a) Basic Wage Per Week	33.50
(b) Classifications and Margins Per Week (adult males):	
(1) Attendants—Omnibus and Trolley Bus	6.70
(2) Attendants—Tyre and Tube	6.40
(3) Body Builder	19.40
(4) Cleaner	3.65
(5) Gatekeeper—Kensington Street Workshops	3.65
(6) General Smith	19.40
(7) Linesman	12.10
(8) Linesman in Charge of Tower Wagon	13.50
(9) Messenger	2.90
(10) Motor Vehicle Driver—	
Not exceeding 25 cwt.	8.60
Not exceeding 3 ton	10.10
Over capacity 3 ton	11.70
(11) Painter and Signwriter (Vehicle Building and Repairing)	19.40
(12) Painter's Labourer (Vehicle Building and Repairing)	4.15
(13) Panel Beater	19.40
(14) Poling Gang	4.10
(15) Shunter	6.70
(16) Steam Cleaner	7.10
(17) Storeman	7.55
(18) Trimmer (Vehicle)	19.40
(19) Welders—	
First Class	19.40
Second Class	6.80
Third Class	5.85
Fourth Class	5.10

(2) Leading Hands: A Leading Hand placed in charge of—

(a) Not less than three and not more than than ten other workers shall be paid at the rate of two dollars and seventy cents per week extra.

(b) More than ten and not more than twenty other workers shall be paid at the rate of four dollars and eight-five cents per week extra.

(c) More than twenty other workers shall be paid at the rate of seven dollars and fifteen cents per week extra.

WATER, SEWERAGE AND DRAINAGE EMPLOYEES.
(Government.)

Award No. 22 of 1967.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 409 of 1968.

Between Government Water, Sewerage and Drainage Employees' Industrial Union of Workers, Applicant, and Hon. Minister for Water Supply, Sewerage and Drainage and the Metropolitan Water Supply, Sewerage and Drainage Board, Respondents.

HAVING heard Mr. H. R. Barrett on behalf of the applicant and Mr. G. D. Johnson on behalf of the respondents, and by consent, I, the undersigned, Chief Industrial Commissioner of The Western Australian Industrial Commission, in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1966, and all other powers therein enabling me, do hereby order and declare—

That the Government Water, Sewerage and Drainage Employees' Award No. 22 of 1967, as amended, be and the same is hereby further amended in accordance with the following schedule.

Dated at Perth this 20th day of November, 1968.

(Sgd.) B. M. O'SULLIVAN,
[L.S.] Commissioner.

Schedule.

Delete subclause (3) of Clause 11.—First Aid and Accident Transportation, and insert in lieu thereof:—

(3) (a) Any worker appointed by the employer to perform first aid duty in any gang exceeding ten workers shall be paid fifteen cents per day in addition to his ordinary rate. Provided that if any worker so appointed possesses a current St. John Ambulance

Association Certificate he shall be paid thirty cents per day in lieu of the fifteen cents per day aforementioned.

(b) A worker placed in charge of the first aid room, Loftus Street Yard or Welshpool Depot, shall be paid forty cents per day in addition to his ordinary rate.

Delete Part 11 of the First Schedule—Wages, and insert in lieu thereof:—

Part 11—Treatment Works Operators (margin per week):	$
(a) Operator (shift work) (inclusive of all allowances payable under this award other than for weekend work and shift work)	11.80
Provided that an operator who has completed six months service as an operator and who has satisfied the Board as to his competency shall be paid	15.00
(b) Operator (day work) (inclusive of all allowances payable under this award)	9.00
Provided that an operator who has completed six months' service as an operator and who has satisfied the Board as to his competency shall be paid	12.00

AWARDS—Interpretation of—

MUNICIPAL OFFICERS.

(General Officers.)

Award No. 4 of 1964.

(Re Rate to be paid to a swimming pool manager for overtime.)

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 349 of 1968.

Between City of Nedlands and others, Applicants, and Municipal Officers' Association of Australia, W.A. Branch Union of Workers, Respondent.

Before Mr. Commissioner D. E. Cort.

The 7th day of November, 1968.

Mr. G. J. Martin on behalf of the applicants.

Mr. A. C. Sorenson on behalf of the respondent.

Judgment.

THE COMMISSIONER: This is an application for interpretation of paragraph (a) of subclause (2) of clause 8, Overtime, of the Local Government General Officers' Award, No. 4 of 1964 as amended. That paragraph reads:

> Any time worked by a swimming pool manager in any week in which the swimming pool is open to the public in excess of nine hours on any of the six days referred to in subclause (6) of clause 7, Hours, shall be paid for at the rate of time and a quarter in addition to the ordinary rate prescribed in clause 26. For the purpose of calculating the entitlement due under this paragraph, the weekly hours shall be deemed to be forty.

And the following question is submitted to the Commissicn by the applicants:—

> Upon a true interpretation of the award, does the phrase 'shall be paid at the rate of time and a quarter in addition to the ordinary rate prescribed in clause 26' mean the adding of 25 per cent per hour or 125 per cent. per hour?

Award No. 4 of 1964 was the first to cover the employment of swimming pool managers at large, and the rates and conditions for those workers were referred to at some length in the proceedings and in the decision on that award (45 W.A.I.G. 336 at pp. 344 to 346 inclusive). Thereunder the ordinary hours of duty in any week in which the swimming pool is open to the public are those that the manager's duties require but on six days of the week in that "any time worked on the seventh day must be treated as overtime, for which provision is made in clause 8".

Time worked in excess of nine hours on any day is not overtime in the true sense in that no ordinary daily or weekly hours are prescribed and, at p. 346 of the aforementioned decision, it was said:

> In subclause (2) of that clause, in order to distinguish those authorities whose pools are open for a long period each day, a special rate has been included as a matter of convenience to compensate the workers concerned, rather than by endeavouring to prescribe differing marginal rates in clause 26.

The proposed conditions of employment for these managers were discussed at length at the speaking to the minutes, and so much so that on the 9th July, 1965, at the delivery of the award, some four pages of the transcript were devoted to that discussion. It is noted that the wage increases referred to at pp. 320 and 321 of the transcript at that delivery of the award indicate the intention of the Commission, and in this respect, bearing in mind certain submissions put by Mr. Sorenson, it should be said that there is no doubt that the interpretation sought by Mr. Martin was the one intended by the Commission.

In addition, at the speaking to the minutes, in referring to the rate to be paid for each hour in excess of nine on any day, Mr. Sorenson then correctly expressed that intention.

However, in the first place it is to the words used that the Commission must turn its attention. The difference of opinion between the parties involves the use of the words "in addition to the ordinary rate prescribed in clause 26". On the one hand, Mr. Martin contends that these words refer to the wage prescribed for the week's work, whilst Mr. Sorenson submits that for each hour so worked, the ordinary rate prescribed in clause 26 must be paid in addition to the rate of time and a quarter, so that in the result the amount so obtained would be paid in addition to the weekly wage.

In support of this submission Mr. Sorenson points out that in subclause (1) of clause 8, Overtime, a worker who is paid time and a half for working an hour's overtime received one and a half hours' pay in addition to his weekly wage, and argues that the result flowing from the interpretation suggested by Mr. Martin could have been achieved in the paragraph under consideration if the words "in addition to the ordinary rate prescribed in clause 26" had not been included.

First, the two provisions referred to by Mr. Sorenson are not comparable in that one prescribes an overtime rate for a worker whose ordinary hours

are fixed under clause 7, Hours (for example, under subclause (1) at 38 per week), and whose salary is prescribed in clause 26 for those hours; whereas, as a matter of convenience, paragraph (2) (a) prescribes an additional rate for a swimming pool manager whose weekly hours are not fixed under the award and whose salary is paid irrespective of the number of hours worked, other than those in excess of nine on a day.

Secondly, the question must be posed as to what would be the entitlement of a manager if the words referred to had not been included in the paragraph. In this respect, the word "time" in the context of "time and a quarter" could only mean the ordinary wage, and as the ordinary rate prescribed in clause 26 is not related to a fixed number of hours, it could have been construed that payment for time would be met by the payment of the weekly wage so that, on the existing award, only about 30 cents extra need be paid for each hour worked in excess of nine, rather than the $1.65 intended.

It is hereby declared that the true interpretation of the award is the one advanced by Mr. Martin in that a swimming pool manager is entitled to one and a quarter hours' pay, calculated in the manner indicated, for each hour worked in excess of nine on any one day in addition to his weekly salary which is to be paid, irrespective of the hours otherwise worked in any week.

Decision accordingly.

AGREEMENTS—INDUSTRIAL—

Variations of—

VEHICLE BUILDERS.
(P.W.D.)

Agreement No. 14 of 1957.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 360 of 1968.

Between the West Australian Vehicle Builders' Industrial Union of Workers, Applicant, and Hon. Minister for Works, Respondent.

HAVING heard Mr. G. E. Wilson on behalf of the applicant and Mr. G. A. Johnson on behalf of the respondent, and by consent, I, the undersigned, Commissioner of The Western Australian Industrial Commission, in pursuance of an allocation to me under section 54 of the Industrial Arbitration Act, 1912-1966, and in pursuance of the powers contained in section 42 of the said Act, and all other powers therein enabling me, do hereby order and declare—

That the Vehicle Builders' (P.W.D.) Agreement No. 14 of 1957, as amended, be and the same is hereby further amended in accordance with the following schedule and that such amendment shall take effect as from the beginning of the first pay period commencing on or after the date hereof.

Dated at Perth this 24th day of October, 1968.

(Sgd.) D. CORT,
Commissioner.

[L.S.]

Schedule.

Clause 8—Wages: Delete this clause and insert in lieu thereof:—

8.—Wages.

	$
(1) Basic wage (per week)	33.50
(2) Classification and margins per week—	
Adult Males:	
(a) Body Maker	19.40
(b) Painter	17.60
(c) Painter's Labourer	4.20
(d) Panel Beater	19.40
(e) Spray Painter	17.60
(f) Trimmer	17.60

(3) Leading Hands: A tradesman placed in charge of:

(a) not less than three and not more than ten other workers shall be paid two dollars and seventy cents per week extra;

(b) more than ten and not more than twenty other workers shall be paid four dollars and eighty-five cents per week extra;

(c) more than twenty other workers shall be paid seven dollars and fifteen cents per week extra.

(4) Apprentices—wage per week:

Five-year term—	
First year	12.70
Second year	18.10
Third year	24.60
Fourth year	32.50
Fifth year	40.20
Four-year term—	
First year	13.80
Second year	24.60
Third year	32.50
Fourth year	40.20
Three-year term—	
First year	19.90
Second year	32.50
Third year	40.20

(5) Junior Workers:

(a) A "Junior Worker" is a person other than an apprentice under twenty-one years of age, engaged in any of the following classes of work—

Grinding paint, cleaning paint pots, washing down vehicles, taking off and putting on wheels, cleaning old ironwork, running messages, teasing hair and fibre, cleaning and oiling up leather work, cleaning up shop and carrying and stacking timber in short lengths, holding up panels or guards and generally assisting in all branches other than using tools of trade.

(b) Junior workers engaged in teasing hair or fibre shall be supplied with respirators.

(c) Junior workers shall not be engaged until the employer's quota of apprentices, if any, has been exhausted.

(d) In the event of a junior worker becoming apprenticed, the provisions hereinafter mentioned under the heading of apprentices shall apply.

(e) In shops where the employer is not in a position to train apprentices junior workers may be employed in the proportion of one junior to each three or fraction of three journeymen employed.

PUBLIC SERVICE ARBITRATION—

Agreements Filed—

State Public Service.

PUBLIC SERVICE PROFESSIONAL DIVISION (ARCHITECTS) SALARIES AGREEMENT, 1968.

No. 40 of 1968.

THIS Agreement, made pursuant to the provisions of the Public Service Arbitration Act, 1966, of Western Australia this twenty second day of October, 1968, between the Civil Service Association of Western Australia Incorporated (hereinafter referred to as the Association) of the one part and the Public Service Commissioner (hereinafter referred to as the Commissioner) of the other part, witnesseth that the parties mutually covenant and agree the one with the other as follows:—

1.—Title.

This Agreement shall be known as the Public Service Professional Division (Architects) Salaries Agreement, 1968.

2.—Arrangement.

1. Title.
2. Arrangement.
3. Scope.
4. Adjustment of Salary Rates.
5. Salaries—Male Officers.
6. Salaries—Female Officers.
7. Annual Increments.
8. Copies of Agreement.
9. Term of Agreement.

3.—Scope.

This Agreement shall apply to all Government officers who are employed as Architects in the Professional Division under and within the meaning of the Public Service Act, 1904-67.

4.—Adjustment of Salary Rates.

(a) The salaries of officers covered by this Agreement shall be adjusted where necessary to the appropriate point in the new salary range on the basis of years of service in the position.

(b) The salary rates prescribed by this Agreement shall be varied to the extent necessary to give effect to any decision of the Commonwealth Conciliation and Arbitration Commission in a National Wage Case, made during the currency of this Agreement and expressed to be on general economic grounds and which has general application.

5.—Salaries—Male Officers.

Salaries or salary ranges applicable to officers covered by this Agreement shall be as follows—

Level		Per Annum $
1.	Grade 3—	
	First Year	3,870
	Second Year	4,150
	Third Year	4,430
	Fourth Year	4,710
	Fifth Year	4,990
	Sixth Year	5,410
2.	Grade 2—	
	First Year	5,560
	Second Year	5,710
	Third Year	6,010
	Fourth Year	6,330
3.	Grade 1—	
	First Year	6,650
	Second Year	6,950
	Third Year	7,250
	Fourth Year	7,550
	(a) Provided that a salary or salary range of $6,650 and/or $6,950 may be allocated to those officers designated as Second in Charge, Drawing Office, within the Architectural Division, Public Works Department.	
4.	Assistant Chief Architect, State Housing Commission	7,900
5.	Senior	8,200
6.	Principal Assistant, Chief Architect, State Housing Commission	8,900
7.	Senior Principal Assistant	9,600
8.	Assistant Principal Architect, Public Works Department	10,500

6.—Salaries—Female Officers.

Female officers employed in offices covered by this Agreement shall be paid on the following basis as from the operative date of this Agreement:—

Up to 31st December, 1968—Gross male salary less $342 per annum.

On and from 1st January, 1969—Gross male salary less $257 per annum.

On and from 1st January, 1970—Gross male salary less $171 per annum.

On and from 1st January, 1971—Gross male salary less $86 per annum.

On and from 1st January, 1972—Gross male salary.

7.—Annual Increments.

Subject to good conduct, diligence and efficiency, an officer shall proceed from the minimum to the maximum of his salary range, where so provided, according to the increments in such salary range.

8.—Copies of Agreement.

Every officer and temporary employee shall be entitled to have access to a copy of this Agreement. Sufficient copies shall be available in each Department concerned for this purpose.

9.—Term of Agreement.

This Agreement shall operate as from and including the eighth (8th) day of October, 1968, and shall remain in force for a period of three

years, provided that at any time after the expiration of the first twelve months from the date of this Agreement or of the expiration of any period of twelve months from the date of any variation thereof, either of the parties may negotiate with the other party to amend or add to this Agreement.

In witness whereof the parties hereto have hereunto set their hands and seals the day and year first before written.

Signed by the Public Service Commissioner of Western Australia in the presence of—

J. B. CROOKS.

R. H. DOIG.

The Common Seal of the Civil Service Association of Western Australia Incorporated was hereunto affixed in the presence of—

J. R. FLETCHER, Trustee.

R. A. PEMBER, Trustee.

D. ALSTON, General Secretary.

State Public Service.

PUBLIC SERVICE PROFESSIONAL DIVISION (GEOLOGISTS) SALARIES AGREEMENT, 1968.

No. 39 of 1968.

THIS Agreement, made pursuant to the provisions of the Public Service Arbitration Act, 1966, of Western Australia this twenty-second day of October, 1968, between the Civil Service Association of Western Australia Incorporated (hereinafter referred to as the Association) of the one part and the Public Service Commissioner (hereinafter referred to as the Commissioner) of the other part, witnesseth that the parties mutually covenant and agree the one with the other as follows:—

1.—Title.

This Agreement shall be known as the Public Service Professional Division (Geologists) Salaries Agreement, 1968.

2.—Arrangement.

1. Title.
2. Arrangement.
3. Scope.
4. Adjustment of Salary Rates.
5. Salaries—Male Officers.
6. Salaries—Female Officers.
7. Annual Increments.
8. Copies of Agreement.
9. Term of Agreement.

3.—Scope.

This Agreement shall apply to all Government officers employed as Geologists in the Professional Division under and within the meaning of the Public Service Act, 1904-67.

4.—Adjustment of Salary Rates.

(a) The salaries of officers covered by this Agreement shall be adjusted where necessary to the appropriate point in the new salary range on the basis of years of service in the position.

(b) The salary rates prescribed by this Agreement shall be varied to the extent necessary to give effect to any decision of the Commonwealth Conciliation and Arbitration Commission in a National Wage Case, made during the currency of this Agreement and expressed to be on general economic grounds and which has general application.

5.—Salaries—Male Officers.

Salaries or salary ranges applicable to the offices covered by this Agreement shall be as follows:—

	Level.	Per Annum.
1.	Grade 2—	$
	First Year	3,610
	Second Year	3,870
	Third Year	4,290
	Fourth Year	4,570
	Fifth Year	4,850
	Sixth Year	5,130
	Seventh Year	5,410
2.	Grade 1—	
	First Year	5,560
	Second Year	5,710
	Third Year	6,010
	Fourth Year	6,330
3.	Senior—	
	First Year	6,650
	Second Year	6,950
	Third Year	7,250
4.	Production Geologist Palaentologist Petrologist Geophysicist Geochemist	7,550
5.	Supervising	7,900
6.	Chief Hydrogeologist	8,500
7.	Deputy Director, Geological Survey Branch	8,900
8.	Director, Geological Survey Branch	10,850

6.—Salaries—Female Officers.

Female officers employed in offices covered by this Agreement shall be paid on the following basis as from the operative date of this Agreement—

Up to 31st December, 1968—Gross male salary less $342 per annum.

On and from 1st January, 1969—Gross male salary less $257 per annum.

On and from 1st January, 1970—Gross male salary less $171 per annum.

On and from 1st January, 1971—Gross male salary less $86 per annum.

On and from 1st January, 1972—Gross male salary.

7.—Annual Increments.

Subject to good conduct, diligence and efficiency, an officer shall proceed from the minimum to the maximum of his salary range, where so provided, according to the increments in such salary range.

8.—Copies of Agreement.

Every officer and temporary employee shall be entitled to have access to a copy of this Agreement. Sufficient copies shall be available in each Department concerned for this purpose.

9.—Term of Agreement.

This Agreement shall operate as from and including the eighth (8th) day of October, 1968, and shall remain in force for a period of three years, provided that at any time after the expiration of the first twelve months from the date of this Agreement or of the expiration of any period of twelve months from the date of any variation thereof, either of the parties may negotiate with the other party to amend or add to this Agreement.

In witness whereof the parties hereto have hereunto set their hands and seals the day and year first before written.

Signed by the Public Service Commissioner of Western Australia in the presence of—

J. B. CROOKS.

R. H. DOIG.

The Common Seal of the Civil Service Association of Western Australia Incorporated was hereunto affixed in the presence of—

J. R. FLETCHER, Trustee.

[L.S.]

R. A. PEMBER, Trustee.

D. ALSTON, General Secretary.

State Public Service.

PUBLIC SERVICE PROFESSIONAL DIVISION (LAND SURVEYORS) SALARIES AGREEMENT, 1968.

No. 41 of 1968.

THIS Agreement, made pursuant to the provisions of the Public Service Arbitration Act, 1966, of Western Australia this twenty-fourth day of October, 1968, between the Civil Service Association of Western Australia Incorporated (hereinafter referred to as the Association) of the one part and the Public Service Commissioner (hereinafter referred to as the Commissioner) of the other part, witnesseth that the parties mutually covenant and agree the one with the other as follows:—

1.—Title.

This Agreement shall be known as the Public Service Professional Division (Land Surveyors) Salaries Agreement, 1968.

2.—Arrangement.

1. Title.
2. Arrangement.
3. Scope.
4. Adjustment of Salary Rates.
5. Salaries—Male Officers.
6. Salaries—Female Officers.
7. Annual Increments.
8. Copies of Agreement.
9. Term of Agreement.

3.—Scope.

This Agreement shall apply to all Government Officers employed as Licensed Staff Land Surveyors in the Professional Division under and within the meaning of the Public Service Act, 1904-1967.

4.—Adjustment of Salary Rates.

(a) The salaries of officers covered by this Agreement shall be adjusted where necessary to the appropriate point in the new salary range on the basis of years of service in the position.

(b) The salary rates prescribed by this Agreement shall be varied to the extent necessary to give effect to any decision of the Commonwealth Conciliation and Arbitration Commission in a National Wage Case, made during the currency of this Agreement and expressed to be on general economic grounds and which has general application.

5.—Salaries—Male Officers.

Salaries or salary ranges applicable to offices covered by this Agreement shall be as follows:—

Level		Per Annum
		$
1.	Grade 2—	
	First Year	3,870
	Second Year	4,150
	Third Year	4,430
	Fourth Year	4,710
	Fifth Year	4,990
	Sixth Year	5,410
2.	Grade 1—	
	First Year	5,560
	Second Year	5,710
	Third Year	6,010
	Fourth Year	6,330
3.	Senior—	
	First Year	6,650
	Second Year	6,950
	Third Year	7,250
4.	Divisional—	
	First Year	7,550
	Second Year	7,900
5.	Regional Surveyor Chief Geodetic Surveyor Assistant Surveyor General	8,500
6.	Deputy Surveyor General	9,300

6.—Salaries—Female Officers.

Female officers employed in offices covered by this Agreement shall be paid on the following basis as from the operative date of this Agreement.

Up to 31st December, 1968—Gross male salary less $342 per annum.

On and from 1st January, 1969—Gross male salary less $257 per annum.

On and from 1st January, 1970—Gross male salary less $171 per annum.

On and from 1st January, 1971—Gross male salary less $86 per annum.

On and from 1st January, 1972—Gross male salary.

7.—Annual Increments.

Subject to good conduct, diligence and efficiency, an officer shall proceed from the minimum to the maximum of his salary range, where so provided, according to the increments in such salary range.

8.—Copies of Agreement.

Every officer and temporary employee shall be entitled to have access to a copy of this Agreement. Sufficient copies shall be available in each Department concerned for this purpose.

9.—Term of Agreement.

This Agreement shall operate as from and including the eighth (8th) day of October, 1968, and shall remain in force for a period of three years, provided that at any time after the expiration of the first twelve months from the date of this Agreement or of the expiration of any period of twelve months from the date of any variation thereof, either of the parties may negotiate with the other party to amend or add to this Agreement.

In witness whereof the parties hereto have hereunto set their hands and seals the day and year first before written.

Signed by the Public Service Commissioner of Western Australia in the presence of—

J. B. CROOKS.

R. H. DOIG.

The Common Seal of the Civil Service Association of Western Australia Incorporated was hereunto affixed in the presence of—

[L.S.]

J. R. FLETCHER, Trustee.

R. A. PEMBER, Trustee.

D. ALSTON, General Secretary

State Public Service.

PUBLIC SERVICE PROFESSIONAL DIVISION (MINING ENGINEERS AND INSPECTORS OF MINES) SALARIES AGREEMENT, 1968.

No. 38 of 1968.

THIS Agreement, made pursuant to the provisions of the Public Service Arbitration Act, 1966, of Western Australia, this 22nd day of October, 1968, between the Civil Service Association of Western Australia Incorporated (hereinafter referred to as the Association) of the one part and the Public Service Commissioner (hereinafter referred to as the Commissioner) of the other part, witnesseth that the parties mutually covenant and agree the one with the other as follows:—

1.—Title.

This Agreement shall be known as the Public Service Professional Division (Mining Engineers and Inspectors of Mines) Salaries Agreement, 1968.

2.—Arrangement.

1. Title.
2. Arrangement.
3. Scope.
4. Adjustment of Salary Rates.
5. Salaries—Male Officers.
6. Annual Increments.
7. Copies of Agreement.
8. Term of Agreement.

3.—Scope.

This Agreement shall apply to all Government officers employed as Mining Engineers and Inspectors of Mines, Mines Department, in the Professional Division under and within the meaning of the Public Service Act, 1904-1967.

4.—Adjustment of Salary Rates.

(a) The salaries of officers covered by this Agreement shall be adjusted where necessary to the appropriate point in the new salary range on the basis of years of service in the position.

(b) The salary rates prescribed by this Agreement shall be varied to the extent necessary to give effect to any decision of the Commonwealth Conciliation and Arbitration Commission in a national wage case, made during the currency of this Agreement and expressed to be on general economic grounds and which has general application.

5.—Salaries—Male Officers.

Salaries or salary ranges applicable to offices covered by this Agreement shall be as follows:—

	Level.	Per Annum. $
1.	Mining Engineer and Inspector of Mines—	
	First Year	6,650
	Second Year	6,950
	Third Year	7,250
2.	Mining Engineer and Senior Inspector of Mines	8,200
3.	Drilling Engineer—	
	First Year	6,950
	Second Year	7,250
	Third Year	7,550
	Fourth Year	7,900
4.	Petroleum Engineer	8,500
5.	Assistant State Mining Engineer ..	9,300
6.	State Mining Engineer	11,200

6.—Annual Increments.

Subject to good conduct, diligence and efficiency, an officer shall proceed from the minimum to the maximum of his salary range, where so provided, according to the increments in such salary range.

7.—Copies of Agreement.

Every officer and temporary employee shall be entitled to have access to a copy of this Agreement. Sufficient copies shall be available in each Department concerned for this purpose.

8.—Term of Agreement.

This Agreement shall operate as from and including the eight (8th) day of April, 1968, and shall remain in force for a period of three years, provided that at any time after the expiration of the first twelve months from the date of this Agreement or of the expiration of any period of twelve months from the date of any variation thereof, either of the parties may negotiate with the other party to amend or add to this Agreement.

In witness whereof the parties hereto have hereunto set their hands and seals the day and year first before written.

Signed by the Public Service Commissioner of Western Australia in the presence of—
J. B. CROOKS.

R. H. DOIG.

The Common Seal of the Civil Service Association of Western Australia Incorporated was hereunto affixed in the presence of—

J. R. FLETCHER, Trustee.

R. A. PEMBER, Trustee.

[L.S.]

A. ALSTON, General Secretary.

COMPULSORY CONFERENCES—

Federated Engine Drivers and Firemen's Union; Amalgamated Engineering Union, Kalgoorlie Branch; Electrical Trades Union; Australian Workers' Union; Boilermakers' Union, Kalgoorlie Branch; Building Trades Association of Unions and Western Mining Corporation Ltd.

No. 339 of 1968.

A COMPULSORY conference was held before the Chief Industrial Commissioner, Mr. B. M. O'Sullivan, at Kambalda on 7th October, 1968.

Present:

Messrs. J. Bainbridge, J. Pilkington, H. R. Miller, E. Smith, J. Marks, R. Leeson, F. Lithgow, A. Barwick, E. Keane, R. J. Quinn, N. Hayter, W. Woods, D. Cameron, B. Roberts and H. Waldock representing the unions;
and

Messrs, S. J. Carter, J. B. Oliver and W. White representing the employer.

The conference was called as a result of a request made by the Secretary of the Federated Engine Drivers' and Firemen's Union of Workers and concerned a dispute which had arisen out of matters involving—

(1) the rate of payment of bonuses which had been applicable since August, 1967.

(2) the assertion by the Company that the District Allowance of 80 cents was incorporated in a special Site Allowance of $5.00 per week which the Company paid.

(3) the Company's failure to give to workers itemised information of the composition of pays, and

(4) the assertion by the Company that the District Allowance of 80 cents was not payable to pieceworkers.

The conference was informed that in August, 1967, the employer agreed to pay to workers at Kambalda the rates prescribed by the Gold Mining Awards and in addition thereto would pay the Gold Mining Industry Allowance ($2.25), the Gold Mining Incentive Bonus ($5) and the special Site Allowance ($5) which totalled $12.25.

The agreement on those rates is to be found in the contents of two letters; one, from Mr. O. K. Salmon on behalf of craft unions concerned, under date 4th August, 1967, addressed to the W.A. Employers' Federation and the reply thereto dated 21st August, 1967, written by Mr. G. J. Martin of the Federation and addressed to Mr. Salmon.

The conference was informed that the Gold Mining Incentive Bonus ($5) was reduced by the amounts of $1.25 in November, 1967, and 10 cents in August, 1968, and at the time of the conference was paid in the sum of $3.65 and that the Western Mining Corporation at Kambalda paid in accordance with those figures. The workers claim that it was not until shortly before the dispute that they became aware of the variation from the figure of $5.00. All of the unions' representatives claimed they had no knowledge of the letter of 21st August, 1967, written by Mr. Martin.

The representatives disputed the action of the Company in including the prescribed District Allowance of 80 cents in the "site allowance" paid by the Company to its workers at Kambalda. The Company representatives explained to the conference that the "site allowance" was assessed at $5.00 per week and the district, lack of amenities, distance from home and other disabilities were all taken into account in the assessment when it was made in 1966, at which time Kambalda was little more than a bush camp, but no reduction or variation of the amount has been made even though considerable progress has been made in the provision of all reasonable amenities in the now existing townsite. The Chief Commissioner said that he considered the Company's action of including the 80 cents District Allowance in the $5.00 Site Allowance to be both reasonable and proper and should not give rise to any complaint whatsoever.

The conference was informed that the Company Manager had issued instructions for each worker to be supplied with a pay information advice slip at the time he receives his pay. As soon as the necessary stationery is obtained and the office procedure implemented, the advices will be issued.

The question of the payment of District Allowance to pieceworkers was not discussed at the conference. It was contended by the employer that the payment does not arise under the awards when the earnings of pieceworkers exceeds those prescribed by the award for time work. The union concerned requested leave to preserve its right to consider the answer made by the employer.

The Chief Commissioner drew the attention of the conference to the wording of the reply to the unions on the question of the Gold Mining Industry Allowance and the Gold Mining Incentive Bonus. He referred to the paragraph in the letter of Mr. G. J. Martin under date 21st August, 1967, addressed to Mr. O. K. Salmon. The paragraph reads—

> The Company will continue the payment of the Gold Mining Industry Allowance and the Gold Mining Incentive Bonus subject to the continued existence of the conditions for which they are currently being paid.

The Chairman expressed the opinion that the Company had acted properly and in accordance with the declaration as made in the abovementioned paragraph. The workers had accepted the payments and all dealings were made in good faith. The Chief Commissioner further said that if any mistake had been made then it was the mistake of the unions and under no circumstances was there any mistake made by the Company.

The conference was informed that the unions had made a demand on the Company for a weekly payment of an allowance on the grounds of profitability of the industry. Discussions had been entered into some time previously and had been

deferred until the issuance of the Company balance sheet which had been expected to be available in October but at the time of the conference was not expected to be available until November. The unions' representatives required an answer to the demand but the Company representatives explained that a settlement of the matter could not be properly made until after the balance sheet was available.

The Chief Commissioner informed the conference that since the matter was one of "over award" payment he could make no recommendation in the matter but after consideration he suggested that the Company continue to pay the Industry, Incentive and Site Allowance as at present but that the amount be assessed at $12.00 per week as from the 2nd October until a further agreement is reached. He also suggested that the Company give urgent consideration to the unions' demands and give a reply to the demands on or before Friday, 18th October,

The conference was concluded.

Harvey Meat Exports Pty Ltd and Meat Industry Employees' Union.

No. 336 of 1968.

A COMPULSORY Conference was held before the Chief Industrial Commissioner, Mr. B. M. O'Sullivan, at Harvey on the 4th day of October, 1968.

Present:

Messrs. M. Burns, D. Beaton, J. Vaughan and P. Benn for the union, and

Messrs. M. Locke, M. E. Green, J. Randell and H. C. Boyce for the employer.

The conference was requested by the Secretary of the Meat and Allied Trades Federation of Australia on behalf of the employer, Harvey Meats Exports, and concerned a dispute wherein the workers employed in the boning room require the rate of pay to be assessed by calculations related to the tally system existing in the consent award.

The Company has recently installed a new system of beef boning at its works at Harvey and claims that it is the first boning room to operate on the "on-rail quarter boning of beef" system in the State.

It was claimed by the Company representatives that an agreement was reached between the Company and union representatives at a meeting on the 29th April when the questions of the new system of work and the method of calculating pay were discussed. It was then believed by the Company Management that the union agreed that the calculation for pay was to be made having regard to the poundage of meat processed by the worker.

The Company brought the new system into operation on the 16th September and the wages of the workers were calculated on the basis of the poundage of meat processed and it was not until about the beginning of October that the workers made the demand, on the advice of the union, for payment of wages in accordance with the award provision.

The union representatives denied that any agreement had been reached on the 29th April but that the real position was that proposals and counter-proposals had been discussed and a basis of agreement had been reached but that the matter was not referred to union members, nor were the terms reduced to writing, both of which conditions must exist before a union can make an agreement. In any event the system had not been seen in operation and its true effect could not be judged.

It was admitted by the union representatives that the method of calculation of wages as prescribed by the award might not be appropriate to the new system installed by the Company but it had not had the opportunity to determine the proper method until now as it had not been advised that the system had been put into operation until about the beginning of October.

After discussion with the parties it was suggested by the Chief Commissioner that they should undertake a further series of discussions on the subject of wage calculations and that those discussions should follow a further period of trial operation of the new system. It was further suggested that for the first week of the trial period the rate of pay be assessed in accordance with the rates prescribed in the award; that for the second week of the trial period the rate of pay be assessed on a poundage basis and that for the third and subsequent weeks the worker be paid for work at the rate of pay assessed in accordance with the poundage basis but that any difference between that rate and the amount which might be paid on the rate prescribed in the award be retained in trust to abide any decision of the conference.

The parties agreed to the suggestion of the Chief Commissioner and the conference adjourned to permit the workers to carry out their duties under the new system for the trial period and to permit the parties to view the system in operation and assess the rates appropriate to the work.

The conference was reconvened on Tuesday, 22nd October, following a request by the Secretary of the Meat and Allied Trades Federation.

It was disclosed at the conference that a meeting of the Manager and the Works foreman with seven workers, members of the union, had taken place at the Company's works on Thursday, 10th October, and that certain proposals had been discussed and those present had agreed a daily minimum norm of work on a basis of poundage bone in beef per man and a rate of payment for specified boning and had further agreed upon rates and other circumstances affecting slicers and trimmers. Particulars of those matters were detailed in a copy of the Minutes taken at that meeting which had been forwarded to the union and to the Commission.

Mr. Burns objected to the conduct of the Company in holding a meeting of the nature demonstrated by the Minutes without prior advice to the union and in the knowledge that the members did not have authority to negotiate tallies or rates of pay. Mr. Burns rejected any suggestion that the union agreed that the rates mentioned in the Minutes forwarded were acceptable to the union.

The Chief Commissioner criticised the action taken by the Company in holding the meeting on 10th October without having given notice to the union particularly in view of the agreement at the conference to undertake further discussions with the union on matters of wage calculations. Attention was drawn to the fact that the union, and not its members, was the party to the award and that the union, not a group of members, is the authority for negotiation.

The Chief Commissioner directed that a meeting of representatives of the union and the Management of the Company be held at a mutually convenient time and that endeavours be made to reach agreement on the matter of wage calculations.

The conference was further adjourned.

The Chief Commissioner was subsequently advised that the parties had met and agreed tally rates for boners and for slicers and trimmers working at Harvey Meat Exports.

The conference was concluded.

W.A. Government Railways Commission and W.A. Railway Employees' Union of Workers.

No. 383 of 1968.

A COMPULSORY conference was held before the Chief Industrial Commissioner, Mr. B. M. O'Sullivan at Perth on the 28th October, 1968.

Present:

Messrs. J. R. Lund and R. W. Thorpe for the Commissioner for Railways; and Messrs. W. Pope, P. Wilson, E. Ison, R. Girdlestone, R. Howden, M. McNaught, R. Jamieson and C. Parker for the union.

The conference was called at the request of the Acting Secretary for Railways and concerned an unauthorised stoppage of work by members of the union at Midland on 23rd October and the announced intention of those members to cause a further stoppage of work on Wednesday, 30th October.

There exists a dispute between the parties arising out of the refusal of the Commissioner for Railways to grant tradesmen (other than metal tradesmen) a marginal increase of $2.70 being paid to the metal tradesmen.

At a meeting conducted during the stoppage on 23rd October the members resolved that if the Commissioner for Railways "takes action to withhold service pay as reprisal for this stop work meeting, that we disassociate ourselves from training or instruction of any apprentice to our various trades who may be enlisted in the service as from this date." The further matters, subject of motions, were to express deplorement of "the Commissioner of Railways' policy of discrimination in regard to tradesmen's wages," and the intention to consider banning of overtime at the meeting to be conducted on 30/10/68.

The conference was informed that the workers had left the Railway Workshops at Midland during the lunch break on 23rd October and had, in the majority, been issued with passes extended in time up to 1.30 p.m. The workers did not return to work at 1.30 p.m. and in fact did not work that afternoon. As a result of that action, service pay for the week had been stopped against those workers.

The claim of the union for retrospective payment of any increase to its members was discussed and the policy of the Commissioner for Railways was again announced, i.e. rejection of a policy of payment of claims retrospectively.

The Chairman expressed concern at tradesmen threatening to refuse to pass on to the young people in the community the knowledge in the skills they possess by refusing to assist in the training and instruction of apprentices and he requested that union members reconsider the announcement made.

The question of service pay has been the subject of a judgment of Mr. Commissioner Kelly (46 W.A.I.G. p. 65) wherein he said—

> . . . I trust that the applicant union will make it clear to its members that by any unlawful cessation of work they automatically disqualify themselves from the right to receive service increments in the week in which the cessation of work occurs and that if they must blame anyone for this they should blame those who induced them to take part in a foolhardy stoppage which achieved nothing except loss of pay and of service increments for those who took part in it. . . .

The Chairman advised the conference that there is no circumstance present which would change the condition related to Service Pay.

The representative of the Commissioner for Railways undertook to investigate any special case concerning the issuance of the extended pass and the non return of the worker concerned bringing about a withdrawal of the service pay.

The Chairman advised the conference that if the union filed an application to amend the award then he would assist the union by giving shortened time for answers and endeavouring to arrange an early hearing of the application. The representative of the Commissioner of Railways expressed the hope to be able to give a very quick reply to the claim.

The Chairman addressed the conference and requested the union Executive to use its influence on members to avoid further breaches of the award and in particular to attend their work positions at the times required and to refrain from imposing a ban on overtime.

The conference was concluded.

Transport Workers' Union and Tomlinson Steel Pty. Ltd. and Boilermakers' Union of Workers.

No. 380 of 1968.

A COMPULSORY conference was held before the Chief Industrial Commissioner, Mr. B. M. O'Sullivan at Perth on the 29th day of October, 1968.

Present:

Messrs. A. Bennett, K. Collins and N. Campbell for the Transport Workers' Union; Mr. G. Grenfell for the Boilermakers' Society; and Messrs. S. J. Carter and N. Moredoundt for the Employer.

The conference was called at the request of the Acting Secretary of the Transport Workers' Union and concerned a dispute which had arisen over the requiring of a Transport Union member to perform work which is claimed to be work not within the scope of the union Rules.

Mr. Campbell is employed as a forklift driver by the Company at its works at Welshpool and in the course of his duty has been required to drive his forklift vehicle in the plate shop and, under the direction of a leading hand, assist in a particular job by using his forklift.

The job is that of pressing to form corrugations on a large steel cylinder which is to form part of a boiler. The cylinder is heated and then carried to a press where it is pressed and then revolved and pressed again, the process of pressing and revolving carrying on until the cylinder becomes too cool at which time it is returned to the furnace to be reheated. The driver's task is to carry the cylinder to and from the press and the furnace and he has been requested to assist two tradesmen's assistants to revolve the cylinder. The whole operation is carried out under the direction of a boilermaker leading hand. It is this task of assisting in revolving the cylinder to which the objection is raised.

The objection was based on the grounds that the work is not that of a transport worker and that there is an element of danger to other workers by including an inexperienced person in the type of work being performed.

The employer's representative explained the job to be done and explained also the conditions under which the worker was engaged included an explanation that the job was not one hundred per cent. driving and included various jobs around the plate shop as required, one such job being to assist in the rolling and furnacing of corrugated tubes.

It was submitted by the representatives of the Company that the worker was engaged on the task of rolling and furnacing for only short intervals over a period of a few days on about three occasions per year. The major and substantial employment was in the duty of forklift driving.

The conference concluded and the Chairman undertook to deliver his conclusions in writing. The following decision was delivered to the parties on 6th November:—

I am satisfied beyond any shadow of doubt that the duty complained of represented in time only a very minor part of the worker's employment and that the major and substantial employment is in the field of forklift driving.

I am further satisfied that the employer is entitled to require the worker to perform the tasks asked of him and it is the worker's duty to obey the employer's direction.

The raising of the question of safety was, in my view, a "grasping at straws". Apart from the dangers inherent in an industry such as is carried on at this workshop, I can see no danger by the using of this particular worker in the task of revolving the cylinder.

The duty required has been performed by forklift drivers for more than seven years and there has never been previously any suggestion of danger in using the drivers nor has there been any suggestion that they are not able to perform this ordinary unskilled task.

The conference was not reconvened.

BOARDS OF REFERENCE—

Decisions of—

METAL TRADES.

(General.)

Award No. 13 of 1965.

(Re Whether Electrical Trades workers employed by Edwil King Pty. Ltd. on certain work at Albany should be paid "construction allowance" payment.)

In the matter of the Metal Trades (General) Award No. 13 of 1965, and in the matter of a Board of Reference thereunder.

Before Messrs. R. R. Ellis, Chairman; S. J. Carter, Employers' Representative; and R. Anderson, Employees' Representative.

Decision.

1. In this matter the Electrical Trades Union of Workers of Australia (Western Australian Branch), Perth, one of the parties to the Metal Trades (General) Award No. 13 of 1965, applied to the Board of Reference to determine which of the allowances prescribed in paragraph (a) of subclause 7 of the First Schedule to that award applied to Electrical Trade workers employed by Edwil King Pty Ltd, on extensions to the wheat silos and loading facilities at the port of Albany.

2. When this award was handed down in July, 1966, Commissioner E. R. Kelly inserted a definition of "construction work" and reserved liberty to the parties to apply to amend same in the light of any problems which arose therefrom.

3. In September, 1966 as Chairman of the Board of Reference under the award, the Commissioner indicated that the definition had been included in the award on an experimental basis and indicated to the parties that some modification of it was now warranted. The parties subsequently applied to the Commission and the definition was amended to its present form. Clause 5—Definitions now reads:—

"Construction work" means work on site in or in connection with—

(a) the construction of a large industrial undertaking;

(b) any large civil engineering project;

(c) the construction or erection of the fifth and subsequent storeys of any multi-storeyed building but only until the exterior walls have been erected and the windows completed and a lift made available to carry the worker between the ground floor and the floor upon which he is required to work;

(d) the construction, erection or alteration of any other building, structure or civil engineering project which the employer and the union or unions concerned agree or, in the event of disagreement, which the Board of Reference declares to be construction work for the purposes of this award.

4. Under the original definition, the Board of Reference could only determine construction work in four categories for each of which a rate of payment was prescribed in subclause 7 of the First Schedule—Wages. The amended definition gives the Board a discretion where subclause (d) of Clause 5—Construction Work—applies.

5. At the Board of Reference referred to in (3) above, it was asked to determine that the construction of a wheat silo came within the wording of subclause (a) of the definition as it then was and which for convenience I will call a "large industrial undertaking". In its decision the Board had this to say:—

Though the silo is approximately one hundred and sixty feet in height and has within it three levels at which machinery is installed, it is not a multi-storeyed building within the concept of paragraph (c) and, as a consequence, the only answer which the Board can give is that it is a building falling within paragraph (d) of the definition. The award entitlement is therefore to an allowance of two dollars and twenty-five cents, and the Board so decides.

. . . The present case, in my opinion, does indicate a need for a variation of the definition for although the silo in question does not fall within the precise terms of paragraphs (a),

(b) or (c), it exhibits many of the disabilities associated with construction work falling under those paragraphs and the employer is, in fact, paying an allowance in excess of the allowance payable for work falling under paragraph (d). Pending any application for variation of the definition, however, I would simply indicate that in my opinion the allowance presently being paid by the employer is not unreasonable and should be continued.

(That employer was at that time paying a construction allowance of $3.50 per week.)

6. In the current application, the union approached the employer on the 1st October, 1968 and submitted that the employer should pay a construction allowance of $5 per week. The employer replied that he would do so if he verified that this was in accordance with the award. After discussions with other contractors working on the same project, the employer, the next day, advised the District Secretary of the Electrical Trades Union that he was only prepared to pay a construction allowance of $2.25 per week to his workers. These workers were employed under a written contract of employment giving them a wage of $56 per week of forty hours (which at the time this rate was inserted in the contract was $5.20 per week above the Metal Trades Award rate). The employer contended that the construction allowance was included in the $56.

7. Although, in previous discussions with the employer, Mr Fletcher, State Secretary of the Electrical Trades Union, had sought a construction allowance of $5 per week, in his submissions to the Board he sought a construction allowance of $10.20 per week using as a basis in support of his argument federal rates applicable under "The Electrical Contracting Industry Award 1966".

8. For the employer, Mr King submitted that $2.25 was the rate being paid per week by the other contractors he had contacted on the site. In addition he had a firm contract price with no adjustment for "rise and fall' and considered he was meeting his obligations under the Award.

9. The Board carried out inspections of the project which is a considerably large extension of an existing silo installation in the wharf area at Albany. From a silo complex of four bins approximately 180 ft. high it is being converted to a sixteen bin silo the same height. The area of floor space would be increased by approximately six times. In addition a maintenance workshop had been erected and considerable extensions to the gantry and port loading facilities were involved in the project.

10. From its inspections and the submissions of the parties, the Board reached the following conclusions: that the work involved was construction work and so declared it under subclause (d) of clause 5. As a consequence of that declaration and the fact that the project exhibited some of the characteristics of a large industrial undertaking and a number of the conditions one would find in a multi story building site, the Board unanimously fixes a rate of $4.20 per week for Electrical trade workers employed on this project and that this rate is to be paid on and from the 2nd October, 1968.

Dated at Perth this 24th day of October, 1968.

R. R. ELLIS,
Chairman.

UNIONS–

Amendment of Rules–

KINDERGARTEN TEACHERS' UNION.

NOTICE.

I, THE UNDERSIGNED, ASSISTANT REGISTRAR of the Western Australian Industrial Commission, hereby give notice that pursuant to a direction given to me by the Commission in Court Session and dated the 8th day of November, 1968, in the matter of an application by the Kindergarten Teachers' Association of Western Australia, Industrial Union of Workers to amend its rules, I have this day registered such amendments to the rules of the above union.

The direction of the Commission in Court Session is set out at the foot of this notice.

Dated the 12th day of November, 1968.

R. R. ELLIS,
Assistant Registrar.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

File No. 8 of 1962.

In the matter of the Industrial Arbitration Act, 1912-1966, and in the matter of an application by the Kindergarten Teachers' Association of Western Australia, Industrial Union of Workers, for amendment of its Rules and Constitution.

HAVING read the application herein, there being no party desiring to be heard in opposition thereto, and upon being satisfied that the requirements of the abovementioned Act and the regulations made thereunder have been complied with, the Commission in Court Session, pursuant to the powers vested in it by section 23 of the said Act, doth hereby direct the Registrar to register an amendment of the rules of the applicant union in respect of rules numbered 13 and 20 in the terms of the application as filed on the 8th day of October, 1968, and in respect of Rule 5.—Membership, in the following manner:—

Rule 5.—Membership.

Add the following at the end of this rule—

(h) Any person holding a certificate of the National Nursery Education Board of Great Britain.

Dated at Perth this 8th day of November, 1968.

By the Commission in Court Session,

(Sgd.) B. M. O'SULLIVAN,
[L.S.] Commissioner.

DISPUTES–

Matters dealt with under Section 137–

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 405 of 1968.

Between The Midland Junction Abattoir Board, Applicant, and West Australian Branch Australasian Meat Industry Employees' Union, Industrial Union of Workers, Perth, Respondent.

Order.

THIS matter by leave of the Commission on the ground that it was of an urgent nature having been heard by the Commission in Court Session ex parte

in Chambers and the Commission in Court Session, having heard Mr. L. E. BOYLAN on behalf of the applicant and having read the Statutory Declaration of Richard Hamilton BOSWARD made on the 15th day of November, 1968, and being of opinion that a contravention of the Industrial Arbitration Act 1912-1966 has occurred and is continuing hereby makes the following order, to wit—

That forthwith the respondent union and each of its officers by the enforcement of the Union rules and by such other means as are available do and continue to do all things in their power to ensure that its members refrain from refusing limiting or banning work at the Midland Junction Abattoirs during the ordinary eight hour working day or during overtime hours of duty as provided for in Award No. 11 of 1966.

Dated at Perth this 15th day of November, 1968.

By the Commission in Court Session,

[L.S.] (Sgd.) B. M. O'SULLIVAN,
Commissioner.

TAKE notice that non-compliance with this Order will render any person in default liable for punishment for an offence under the Industrial Arbitration Act, 1912-1966; and take further notice that any party or person affected by this Order may move the Commission in Court Session on twenty-four hours' notice to the applicant to vary, suspend or cancel the Order and take further notice that it is hereby directed that a copy of this order together with a copy of the application and the Statutory Declaration—in support thereof be served by the applicant on the abovenamed respondent.

COAL INDUSTRY TRIBUNAL—

Awards—Amendment of—

COLLIERIES STAFF.

Award No. 62 of 1955.

MINING ACT 1904-1965.

Part XIII, Division 1.

Before the Western Australian Coal Industry Tribunal, Held at Collie.

Application No. 11 of 1968.

Between The Australian Collieries Staff Association Industrial Union of Workers, Applicant, and The Griffin Coal Mining Co. Ltd., and Western Collieries Ltd., Respondents.

Award No. 62 of 1955—

Application for variation of rates of wages for all classifications contained in Divisions A, B, C, D, and E of Clause 5.

Decision.

THE Australian Collieries Staff Association Industrial Union of Workers, Collie Branch has applied to increase all classifications in Division A by $9.00 per week and in Division B by $6.45 per week. At the hearing, the advocate for the Union submitted an amendment setting out varying rates for employees in each of Divisions A, B, C, D and E.

It is felt that the Collieries Staff have now increased responsibilities due to increased productivity and as has been pointed out, margins have not kept pace with the increases in margins of other workers; and these increases should be granted to attain relativity with those other workers.

The members of the Tribunal being unable to agree and equally divided, the Chairman gave the decision of the Tribunal. It appears that the increases in Divisions "D" and "E" are reasonable, but in Divisions "A" and "B" and "C" the applicant has not substantiated its claim to the extent of the increases claimed. The Unions claims in respect of "D" and "E" are allowed, and the increases for Divisions "A" "B" and "C" are reduced from what has been claimed.

The Tribunal hereby awards, orders and prescribes that Award No. 62 of 1955 as amended be further amended in the following manner:—

1. Clause 5 Wages: Delete subclauses (a) and (b) and insert in lieu thereof the following subclauses:—

		$
(a)	Basic Wage:	
	Males	33.50
	Females	25.13
	Margin per week in addition to Basic Wage or Percentage of Basic Wage.	
	Division A.	
(b)	Rates (Margins per week):	$
	(1) Undermanager	53.03
	(a) at mines producing less than 300 tons per day.	
	(b) all others	60.61
	(2) Open Cut Overseer	53.03
	(3) Engineer Electrician	53.03
	(4) Engineer	53.03
	(5) Electrician	53.03
	(6) General Surface Foreman as now employed	43.46
	(7) Mine Surveyor	48.73
	(8) Chief Clerk	49.58
	(9) Stores Control and Purchasing Officer	49.58
	(10) Clerk in charge of payroll (R. Tanian as now appointed)	48.31
	Division B.	
	(11) Screen and Surface Overseer	26.31
	(12) Senior Clerk (Clerk in Charge)	29.26
	(13) Adult Male Clerk—	
	1st year of service as adult	19.68
	2nd year of service as adult	23.34
	3rd year of service as adult	26.31
	Division C.	
	(14) Adult Female (Payroll ledger machine operator performing clerical work)—	
	1st year of adult service	19.68
	2nd year of adult service	23.34
	3rd year of adult service	26.31
	(15) Adult Female Clerk—	
	1st year of adult service	14.76
	2nd year of adult service	17.51
	3rd year of adult service	19.73

Division D.

(16) Junior Male Clerk—	%	$
Up to 17 years	74	
From 17 to 18 years of age	90	
From 18 to 19 years of age	100+	2.31
From 19 to 20 years of age	100+	7.82
From 20 to 21 years of age	100+	13.33

Division E.

(17) Junior Female Clerk—		
Up to 17 years of age	74	
From 17 to 18 years of age	90	
From 18 to 19 years of age	100+	1.73
From 19 to 20 years of age	100+	5.86
From 20 to 21 years of age	100+	9.99

2. The increases will date from the first pay period after the 27th May, 1968; that is the date the application was lodged with this Tribunal.

Dated at Collie this 13th day of September, 1968.

ARTHUR E. KAY,
Chairman, Western Australian Coal Industry Tribunal.

Filed in my office this 20th day of November, 1968.

(Sgd.) R. BOWYER,
Industrial Registrar,
W.A. Industrial Commission.

COLLIERIES STAFF.

Award No. 62 of 1955.

MINING ACT, 1904-1965.

Part XIII, Division 1.

Before the Western Australian Coal Industry Tribunal, held at Collie.

Application No. 30 of 1968.

Between the Australian Collieries Staff, Association Industrial Union of Workers, Applicant, and the Griffin Coal Mining Co. Ltd. and Western Collieries Ltd., Respondents.

Award No. 62 of 1955—Application to have the Federal Coal Tribunal's increased wage formula applied to classifications contained in the Award.

Decision.

THIS application is to have the Federal Coal Tribunal's increased wage formula applied to classifications contained in Award 62 of 1955.

The members of the Tribunal being unable to agree and evenly divided, the Chairman gave the decision of the Tribunal.

The Tribunal hereby awards, orders and prescribes that increases, as under, be granted to operate from the beginning of the first pay period commenced in May, 1968, but the employer's liability to make the retrospective payments can be deferred until the last pay day before Christmas, 1968.

Classification Range and Increase per Week.

	$
(a) Classifications bearing rates of pay less than $43.45 per week	1.00
(b) Classifications bearing rates of pay $43.45 or more but less than 45.30 per week	2.00
(c) Classifications bearing rates of pay $45.30 or more but less than $49.10 per week	3.50
(d) Classifications bearing rates of pay $49.10 per week or more	5.00

This amendment shall apply to the attendance allowance.

Dated at Collie this 15th day of October, 1968.

ARTHUR E. KAY,
Chairman,
Western Australian Coal Industry Tribunal.

Filed in my office this 20th day of November, 1968.

(Sgd.) R. BOWYER,
Industrial Registrar,
The W.A. Industrial Commission.

DEPUTIES.

Award No. 19 of 1954.

MINING ACT, 1904-1965.

Part XIII, Division 1.

Before the Western Australian Coal Industry Tribunal, held at Collie.

Application No. 20 of 1968.

Between Collie District Deputies Union of Workers, Applicant, and the Griffin Coal Mining Co. Ltd. and Western Collieries Ltd., Respondents.

Award No. 19 of 1954—Application to have the Federal Coal Tribunal's increased wage formula applied to classifications contained in the Award.

Decision.

THIS application is to have the Federal Coal Tribunal's increased wage formula applied to classifications contained in Award No. 19 of 1954.

The members of the Tribunal being unable to agree and evenly divided, the Chairman gave the decision of the Tribunal.

The Tribunal hereby awards, orders and prescribes that increases, as under, be granted to operate from the beginning of the first pay period commenced in May, 1968, but the employer's liability to make the retrospective payments can be deferred until the last pay day before Christmas, 1968.

Classification Range and Increase per Week.

	$
(a) Classifications bearing rates of pay less than $43.45 per week	1.00
(b) Classifications bearing rates of pay $43.45 or more but less than $45.30 per week	2.00
(c) Classifications bearing rates of pay $45.30 or more but less than $49.10 per week	3.50
(d) Classifications bearing rates of pay $49.10 per week or more	5.00

This amendment shall apply to the attendance allowance.

Dated at Collie this 15th day of October, 1968.

ARTHUR, E. KAY,
Chairman,
Western Australian Coal Industry Tribunal.

Filed in my office this 20th day of November, 1968.

(Sgd.) R. BOWYER,
Industrial Registrar,
The W.A. Industrial Commission.

ENGINE-DRIVERS.

Award No. 61 of 1954.

MINING ACT, 1904-1965.

Part XIII, Division 1.

Before the Western Australian Coal Industry Tribunal held at Collie.

Application No. 23 of 1968.

Between Collie Federated Engine Drivers and Firemen's Union, Applicant, and the Griffin Coal Mining Co. Ltd. and Western Collieries Ltd., Respondents.

Award No. 61 of 1954—Application to have the Federal Coal Tribunal's increased wage formula applied to classifications contained in the Award.

Decision.

THIS application is to have the Federal Coal Tribunal's increased wage formula applied to classifications contained in Award 61 of 1954.

The members of the Tribunal being unable to agree and evenly divided the Chairman gave the decision of the Tribunal.

The Tribunal hereby awards, orders and prescribes that increases, as under, be granted to operate from the beginning of the first pay period commenced in May, 1968, but the employers liability to make the retrospective payments can be deferred until the last pay day before Christmas, 1968.

Classification Range and Increase Per Week.

	$
(a) Classifications bearing rates of pay less than $43.45 per week	1.00
(b) Classifications bearing rates of pay $43.45 or more but less than $45.30 per week	2.00
(c) Classifications bearing rates of pay $45.30 or more but less than $49.10 per week	3.50
(d) Classifications bearing rates of pay $49.10 per week or more	5.00

This amendment shall apply to the attendance allowance.

Dated at Collie this 15th day of October, 1968.

ARTHUR E. KAY,
Chairman,
Western Australian Coal Industry Tribunal.

Filed in my office this 20th day of November, 1968.

(Sgd.) R. BOWYER,
Industrial Registrar,
the W.A. Industrial Commission.

ENGINEERING.

Award No. 1 of 1953.

MINING ACT, 1904-1965.

Part XIII, Division 1.

Before the Western Australian Coal Industry Tribunal held at Collie.

Application No. 28 and 29 of 1968.

Between Australasian Society of Engineers Industrial Union of Workers, Applicants, and the Griffin Coal Mining Co. Ltd. and Western Collieries Ltd., Respondents.

Award No. 1 of 1953—Application to have the Federal Coal Tribunal's increased wage formula applied to classifications contained in the Award.

Decision.

THIS application is to have the Federal Coal Tribunal's increased wage formula applied to classifications contained in Award No. 1 of 1953.

The members of the Tribunal being unable to agree and evenly divided the Chairman gave the decision of the Tribunal.

The Tribunal hereby awards, orders and prescribes that increases, as under, be granted to operate from the beginning of the first pay period commenced in May, 1968, but the employers liability to make the retrospective payments can be deferred until the last pay day before Christmas, 1968.

Classification Range and Increase Per Week.

	$
(a) Classifications bearing rates of pay less than $43.45 per week	1.00
(b) Classifications bearing rates of pay $43.45 or more but less than $45.30 per week	2.00
(c) Classifications bearing rates of pay $45.30 or more but less than $49.10 per week	3.50
(d) Classifications bearing rates of pay $49.10 per week or more	5.00

This amendment shall apply to the attendance allowance.

Dated at Collie this 15th day of October, 1968.

ARTHUR E. KAY,
Chairman,
Western Australian Coal Industry Tribunal.

Filed in my office this 20th day of November, 1968.

(Sgd.) R. BOWYER,
Industrial Registrar,
the W.A. Industrial Commission.

MINING.

Award No. 4 of 1953.

MINING ACT, 1904-1965.

Part XIII, Division 1.

Before the Western Australian Coal Industry Tribunal, held at Collie.

Application No. 17 of 1968.

Between Coal Miners' Industrial Union of Workers, Applicant, and the Griffin Coal Mining Co. Ltd. and Western Collieries Ltd., Respondents.

Award No. 4 of 1953—Application to have the Federal Coal Tribunal's increased wage formula applied to classifications contained in the Award.

Decision.

THIS application is to have the Federal Coal Tribunal's increased wage formula applied to classifications contained in Award 4 of 1953.

The members of the Tribunal being unable to agree and evenly divided the Chairman gave the decision of the Tribunal.

The Tribunal hereby awards, orders and prescribes that increases, as under, be granted to operate from the beginning of the first pay period commenced in May, 1968, but the employers' liability to make the retrospective payments can be deferred until the last pay day before Christmas, 1968.

Classification Range and Increase Per Week.

	$
(a) Classifications bearing rates of pay less than $43.45 per week	1.00
(b) Classifications bearing rates of pay $43.45 or more but less than $45.30 per week	2.00

(c) Classifications bearing rates of pay $45.30 or more but less than $49.10 per week 3.50

(d) Classifications bearing rates of pay $49.10 per week or more 5.00

This amendment shall apply to the attendance allowance.

Dated at Collie this 15th day of October, 1968.

ARTHUR E. KAY,
Chairman,
Western Australian Coal Industry Tribunal.

Filed in my office this 20th day of November, 1968.

(Sgd.) R. BOWYER,
Industrial Registrar,
W.A. Industrial Commission.

APPRENTICES—

Reduction of Term of Registered Apprenticeship Agreements—

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 373 of 1968

In the matter of the Apprenticeship Regulations, 1964, and in the matter of an apprenticeship agreement made the 18th day of January, 1968, and Registered on the 16th day of August, 1968, between Patrick Joseph Henry (employer), Gilbert Oswald (apprentice), and P. S. Oswald (parent), in the trade of Dental Technician.

HAVING read and considered the application herein made under regulation 11 of the abovementioned regulations and having considered the recommendation of the Western Australian Apprenticeship Advisory Council in relation thereto and by consent of all parties to the above agreement and the consent of the Unions concerned, I, the undersigned Chief Industrial Commission of the Western Australian Industrial Commission in pursuance of the powers contained in regulation 11 of the above regulations and all other powers therein enabling me do hereby approve of the term of the agreement of apprenticeship being reduced by a period of six months.

Dated at Perth this 18th day of October, 1968.

(Sgd.) B. M. O'SULLIVAN,
[L.S.] Commissioner.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 374 of 1968.

In the matter of the Apprenticeship Regulations, 1964, and in the matter of an apprenticeship agreement made the 16th day of October, 1967, and Registered on the 20th day of November, 1967, between Metters Limited, (employer); Darryl Rayner (apprentice); and William George Rayner (parent); in the trade of Sheetmetal Working.

HAVING read and considered the application herein made under regulation 11 of the abovementioned regulations and having considered the recommendation of the Western Australian Apprenticeship Advisory Council in relation thereto and by consent of all the parties to the above apprenticeship agreement in connection with which the application is made and the consent of the Unions concerned, I, the undersigned Chief Industrial Commissioner of the Western Australian Industrial Commission, in pursuance of the powers contained in the said regulations and all other powers therein enabling me do hereby approve of the term of the agreement of apprenticeship herein being reduced from five years to four years and confirm the agreement demonstrated by this application that any period of technical training lost as a result of the reduction in term approved herein be made up in the remaining years of apprenticeship.

Dated at Perth this 18th day of October, 1968.

(Sgd.) B. M. O'SULLIVAN,
[L.S.] Commissioner.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 375 of 1968.

In the matter of the Apprenticeship Regulations, 1964, and in the matter of an apprenticeship agreement made the 21st day of April, 1967, and Registered on the 1st day of September, 1967, between The State Electricity Commission of Western Australia (employer); Eldred Robert James (apprentice); and Frederick John James (parent); in the trade of Electrical Fitting.

HAVING read and considered the application herein made under regulation 11 of the abovementioned regulations and having considered the recommendation of the Western Australian Apprenticeship Advisory Council in relation thereto and by consent of all the parties to the above apprenticeship agreement in connection with which the application is made and the consent of the Unions concerned, I, the undersigned Chief Industrial Commissioner of the Western Australian Industrial Commission, in pursuance of the powers contained in the said regulations and all other powers therein enabling me do hereby approve of the term of the agreement of apprenticeship herein being reduced from five years to four years and confirm the agreement demonstrated by this application that any period of technical training lost as a result of the reduction in term approved herein be made up in the remaining years of apprenticeship.

Dated at Perth this 18th day of October, 1968.

(Sgd.) B. M. O'SULLIVAN,
[L.S.] Commissioner.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 376 of 1968.

In the matter of the Apprenticeship Regulations, 1964, and in the matter of an apprenticeship agreement made the 4th day of January, 1968, and Registered on the 4th day of June, 1968, between Robert Wilson Meighan and Agnes Timoney Meighan, trading as Meighan's Home Cookery (employer); John Date (apprentice); and John C. Date (parent); in the trade of Pastrycooking.

HAVING read and considered the application herein made under regulation 11 of the above-mentioned regulations and having considered the recommendation of the Western Australian Apprenticeship Advisory Council in relation thereto and by consent of all the parties to the above apprenticeship agreement in connection with which the application is made and the consent of the Unions concerned, I, the undersigned Chief Industrial Commissioner of the Western Australian Industrial Commission, in pursuance of the powers contained in the said regulations and all other powers therein enabling me do hereby approve of the term of the agreement of apprenticeship herein being reduced from five years to four years and confirm the agreement demonstrated by this application that any period of technical training lost as a result of the reduction in term approved herein be made up in the remaining years of apprenticeship.

Dated at Perth this 18th day of October, 1968.

[L.S.] (Sgd.) B. M. O'SULLIVAN, Commissioner.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 377 of 1968.

In the matter of the Apprenticeship Regulations, 1964, and in the matter of an apprenticeship agreement made the 10th day of November, 1964, and Registered on the 17th day of March, 1965, between Westralian Transformers Pty. Ltd. (employer); Lance David Wall (apprentice); and Neville Wall (parent); in the trade of Engineering (1st Class Welding branch).

HAVING read and considered the application herein made under regulation 11 of the above-mentioned regulations and having considered the recommendation of the Western Australian Apprenticeship Advisory Council in relation thereto and by consent of all parties to the above agreement and the consent of the Unions concerned, I, the undersigned Chief Industrial Commissioner of the Western Australian Industrial Commission in pursuance of the powers contained in Regulation 11 of the above Regulations and all other powers therein enabling me do hereby approve of the term of the agreement of apprenticeship being reduced by a period of 11 months (eleven months).

Dated at Perth this 23rd day of October, 1968.

[L.S.] (Sgd.) B. M. O'SULLIVAN, Commissioner.