Western Australian
Industrial Gazette

PUBLISHED BY AUTHORITY

[Registered at the General Post Office, Perth, for Transmission by Post as a Newspaper]
Single Copy 25c., Annual Subscription $6

Sub-part 7 MONDAY, 30th DECEMBER, 1968 No. 48-Part 2

APPEALS TO THE INDUSTRIAL APPEAL COURT—

Against Decision of Industrial Magistrate—

MUNICIPAL OFFICERS.

(Executive Officers.)

Award No. 4A of 1964.

IN THE WESTERN AUSTRALIAN INDUSTRIAL APPEAL COURT.

No. 3 of 1968.

Between The Shire of Carnarvon (Appellant/Defendant) and Municipal Officers Association of Australia, Western Australian Branch Union of Workers (Respondent/Complainant.)

Before Mr. Justice Virtue (President), Mr. Justice Hale and Mr. Justice Negus.

Thursday, 10th October, 1968.

Judgment.

VIRTUE J: In my opinion this appeal is incompetent because the determination of the magistrate on this question of no case to answer is in my view not within the meaning of "decision" in s. 103A of the Industrial Arbitration Act, and I rely in coming to that conclusion on the case of Brennan v. Williams, 53 W.A.L.R. 30.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL APPEAL COURT.

No. 3 of 1968.

Between the Shire of Carnarvon, Appellant/Defendant, and Municipal officers' Association of Australia, Western Australian Branch Union of Workers, Respondent/Complainant.

In the matter of an Appeal against the decision of the Industrial Magistrate at Carnarvon in Complaint No. 101 of 1968.

Before Mr. Justice Virtue, President; Mr. Justice Hale; Mr. Justice Negus.

The 10th day of October, 1968.

Order.

HAVING heard Mr. R. Cannon of counsel for the appellant and Mr. J. Toohey, Queen's Counsel, with him Mr. R. Neal, for the respondent in the matter of the appeal herein from the decision of the Industrial Magistrate given on the 17th day of May, 1968 at Carnarvon in Complaint No. 101 of 1968 wherein the appellant was put to his defence, the Court doth hereby order that the appeal be struck out as incompetent. No order as to costs of this appeal.

(Sgd.) R. BOWYER,
[L.S.] Registrar.

APPLICATIONS TO INDUSTRIAL APPEAL COURT—

Offences Against the Act—Section 137 (5)—

ENGINE-DRIVERS.

(Locomotive—Government.)

Award No. 10 of 1962.

(Breach of an order made by the Industrial Commission in Court Session 25/5/1966 re hours of duty required to be worked by train crews.)

IN THE WESTERN AUSTRALIAN INDUSTRIAL APPEAL COURT.

Between The West Australian Locomotive Engine Drivers', Firemen's and Cleaners' Union of Workers (Complainant) and The Western Australian Government Railways Commission (Defendant).

Before Mr. Justice Virtue (President), Mr. Justice Hale and Mr. Justice Negus.

Thursday, 10th October, 1968.

Judgment.

HALE, J: This is an application by the West Australian Locomotive Engine Drivers' Firemen's and Cleaners' Union of Workers against the West Australian Government Railways Commission. The

complaint is of a breach by the Railways Commission of an order made by the Industrial Commission in Court Session in May of 1966, whereby the Industrial Commission ordered among other things that the Railways Commission "shall not require any member of such crew" (i.e. a train crew) "to remain on duty for more than 10 hours except in cases of emergency or where relief cannot be provided".

The complaint is made under s.137 of the Industrial Arbitration Act and the Railways Commissioner has entered a plea of guilty. That means that the offence alleged is admitted in all its relevant elements and the only question before this court is as to penalty. Under the section in question a penalty of up to one thousand dollars can be imposed by this court. It is suggested by Mr. Lund, who appears for the Railways Commission, that a convention has grown up that no pecuniary penalty should be imposed against the Railways Commission, and there may be a certain amount of rough sense in that in that any penalty would come out of the pocket of one Crown instrumentality into the pocket of some other Crown instrumentality; but I do not think that this court can take account of what might be called internal book-keeping. If we meet with a case in which the particular respondent has committed an offence which should suffer the penalty of a fine, I think that this court should certainly impose that penalty. If it does nothing more it will at least indicate the gravity with which the court views the particular case in hand.

However, coming to the facts of this particular case it appears that on the 5th March of this year a goods train travelled from Bunbury to Perth. It was manned by a crew of two—one Mr. Jack Thomas Sizer and the other Mr. Ernest Strickland. The departure of the train was delayed and as a result Mr. Sizer finished up by working 55 minutes over his supposed maximum of 10 hours and Mr. Strickland worked, we are told, either 10 or 15 minutes over the allotted time. The Railways Commissioner agrees that this need not have happened because there was a relief crew available at East Perth who could have been assigned to this train. From the Commissioner's point of view the financial result was that he paid overtime to the two men who were actually working on duty and also paid the relief crew for sitting doing nothing: so that it is apparent that the Commissioner was not going to gain anything by failing to provide the relief crew. It seems apparent that the error arose from human forgetfulness somewhere along the line.

Now this should not have happened, but we are told that since this order was made in May, 1966, there has been no established breach of the order on the part of the Commissioner of Railways and this would suggest that a genuine effort has been made by the Commissioner to comply with his obligations under the award.

The particular case now before the court is, in my opinion, completely trifling. I do not say that as suggesting that the union was not justified in laying the complaint, for the good reason of course that if other causes of complaint occur in the comparativey near future the fact that this conviction has been recorded will be taken into account. But I cannot persuade myself that for this particular incident, which was obviously the result of an oversight, any penalty should be imposed at all.

I would therefore for myself record a conviction, impose no penalty, but as the bringing of the proceedings was justified I think that the union should have its costs of the application.

VIRTUE, J.: I agree, and have nothing to add.

NEGUS, J.: I agree.

Order Accordingly.

IN THE WESTERN AUSTRALIAN INDUSTRIAL APPEAL COURT.

No. 4 of 1968.

In the matter of an Application under section 137(5) of the Industrial Arbitration Act, 1912-1968, and in the matter of an Application by The West Australian Locomotive Engine Drivers', Firemen's and Cleaners' Union of Workers, Complainant, and The Western Australian Government Railways Commission, Defendant.

Before Mr. Justice Virtue, President; Mr. Justice Hale; and Mr. Justice Negus.

The 10th day of October, 1968.

Order.

UPON hearing Mr. J. A. Brind of Counsel for the complainant union and Mr. J. Lund for the defendant and upon reading the affidavits filed herein it is hereby ordered that a conviction be recorded without penalty and the defendant pay the complainant's costs of the application to be taxed.

[L.S.] (Sgd.) R. BOWYER,
Registrar.

Offences against the Act—Section 141 (5)—

BOILERMAKERS UNION.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL APPEAL COURT.

No. 6 of 1960.

Between J. W. Storer Engineering (Applicant) and The Boilermakers' Society of Australia, Union of Workers, Coastal Districts, W.A. (Respondent).

In the matter of an application for an order under section 141 (5) of the Industrial Arbitration Act that the union pay a penalty on the grounds that the executive members took part in or encouraged a lock-out or strike at the premises of the applicant.

Before Mr. Justice Virtue (President), Mr. Justice Hale and Mr. Justice Negus.

Friday, 11th October, 1968.

Judgment.

VIRTUE, J: The applicants, J. W. Storer Engineering Company, move the court in these proceedings seeking a penalty against the Boilermakers Union pursuant to s. 141 (5) of the Industrial Arbitration Act on the ground that its executive and members took part in or encouraged a strike at the firm's premises between Tuesday 18th June, 1968, and Friday 21st of the same month inclusive.

It is not in dispute that a strike occurred on those days on the applicants' premises in which quite a number of members of the union took

part. Accordingly, the union would be liable to a penalty under the section unless it could prove affirmatively under the provisions of s. 141 (5) (b) that it by enforcement of the rules and by other means reasonable under the circumstances endeavoured to prevent its members from taking part in or encouraging and continuing to take part in or encourage the lockout or strike.

The respondent union has not chosen to file affidavits or give evidence of any description to establish any of these things, nor has it attempted to challenge any facts in the applicants' affidavits. The evidence shows that the trouble which led to the strike arose from the site foreman, a Mr. Briggs, having welded stainless steel pipes at the works on Monday 17th June. He says he was the only person employed by the firm who had the qualifications to do this. On the morning of the 18th, the Boilermakers Union shop steward was given permission to ring up and two hours later Mr. Grenfell, the union organiser, turned up at the works and had a conversation with Briggs asking him whether he was working with tools and Briggs agreed that he was.

After discussion, Grenfell stated that if Briggs did not stop immediately he would instruct all boilermakers on the site to stop work. Briggs said he would not stop. Grenfell then went to the mess room where the men were having lunch. He emerged with eight of them including the shop steward and they had a discussion in front of the workshop. The same afternoon the eight men went on strike and continued on strike for the period in question.

In the absence of any contrary evidence it is, I think, a fair inference that Mr. Grenfell encouraged if he did not procure the strike. Now it is true, as Mr. Toohey points out, that Grenfell is not the union and no inference can validly be drawn from the evidence that the union itself had authorised Grenfell to take the action he did or that they had encouraged the strike, but it is a fair inference that its officials knew all about this strike from its inception and at least stood by and did nothing to prevent its commencement or continuance. Nor is there any evidence that the union in any way disapproved of the action of their organiser Mr. Grenfell.

The evidence is that the strike caused considerable disruption to the work programme of the applicants and the apparent connivance of the union in the lawless conduct of its members cannot but be regarded seriously. The record of the respondent is an extremely bad one, penalties for conduct of a similar character having been imposed by this court both in 1965 and 1966. Before imposing a penalty in 1965, the court made reference to remarks made by the then president Jackson, J. in cancellation of registration proceedings against the union which are reported in 32 W.A.I.G. 102 and which I think will again bear repetition. The president said:

> It is true that with one or two exceptions in the case of one of the unions, these respondent unions have previously had good industrial records in this State. However, their previous good records have clearly been obliterated in the eyes of the court and the public by the existence of this lengthy and troublesome strike, the avowed objects of which are a revolt against the industrial arbitration system which so long as it remains the system for settlement of industrial disputes prescribed by parliament and therefore remains the law of the land must be upheld by myself and everyone else connected with it.
>
> One would have hoped that the respondent would have learnt its lesson from the drastic action then taken against it but its industrial record as testified to by the proceedings over the past few years, to which we have been referred, suggests that it has not.

In our view, these remarks remain as true now as they were then and under the circumstances a substantial penalty must be imposed. The union is fined seven hundred and fifty dollars.

Order accordingly.

IN THE WESTERN AUSTRALIAN INDUSTRIAL APPEAL COURT.

No. 6 of 1968.

In the matter of an Application under section 141 (5) of the Industrial Arbitration Act, 1912-1966, and in the matter of an Application by J. W. Storer Engineering, Applicant, and the Boilermakers' Society of Australia, Union of Workers, Coastal Districts, W.A., Respondent.

Before Mr. Justice Virtue, President, Mr. Justice Hale, Mr. Justice Negus.

UPON hearing Mr. R. W. Cannon of Counsel for the applicant and Mr. J. Toohey, Queen's Counsel, with him, Mr. J. Brind for the respondent union and upon reading the affidavits filed herein it is hereby ordered that the respondent union pay a fine of seven hundred and fifty dollars and pay the Applicant's costs of the application to be taxed.

Dated the 11th day of October, 1968.

(Sgd.) R. BOWYER,
[L.S.] Registrar.

AWARDS—Delivered—

ENGINEERING.

(Fremantle Port Authority.)

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

Nos. 42 and 48 of 1968.

Between Australasian Society of Engineers' Industrial Union of Workers, Western Australian Branch; Electrical Trades Union of Workers of Australia (Western Australian Branch), Perth; and Coastal District Committee Amalagamated Engineering Union Association of Workers, Applicants, and Fremantle Port Authority, 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 parties subsequently met and conferred and have arrived at agreement on all matters in difference, and whereas the parties have this day appeared before Mr. Commissioner E. R. Kelly 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 sections 54 and 65 of the Industrial

Arbitration Act, 1912-1968, 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".)

Award.

1.—Title.

This Award shall be known as the Engineering Trades, (Fremantle Port Authority) Award, 1968.

2.—Arrangement.

1. Title.
2. Arrangement.
3. Area.
4. Term.
5. Definitions.
6. Preference to Unionists.
7. Contract of Service.
8. Higher Duties.
9. No New Designation.
10. No Reduction.
11. Apprentices.
12. Hours of Duty.
13. Overtime.
14. Payment of Wages.
15. Special Rates and Provisions.
16. Transport Facilities.
17. Public Holidays.
18. Annual Leave.
19. Sick Leave.
20. Long Service Leave.
21. Shop Stewards.
22. Notice Boards.
23. Right of Entry.
24. Board of Reference.
25. Liberty to Apply.
First Schedule—Wages.

3.—Area.

The area covered by this Award shall be the whole of the area controlled by vested in, or the time being occupied by the employers.

4.—Term.

The term of this Award shall be for a period of three years from the 5th day of December, 1968.

5.—Definitions.

(1) "Tradesman" means a worker not being an apprentice, who in the course of his employment works from drawings or prints or makes precision measurements or applies general trade experience, and includes a first class machinist.

(2) "First Class Machinist" means a tradesman who is partly or wholly engaged in setting up and operating the following machines:— lathes, boring machines, milling machines, planing machine, shaping machine, slotting machine, precision grinding machine and drilling machines where the operator uses the same precision tools as fitters and turners.

(3) "Second Class Machinist" means an adult employee not engaged as a tradesman who is not required to work from drawings or prints or to do precision work, but who is engaged in operating or in setting up and operating all machines, other than a drilling machine, enumerated in the definition of a first class machinist.

(4) "Third Class Machinist" means a machinist, not being a process worker, who operates any machine set up by a tradesman or who operates any machine the setting up of which does not require the knowledge and skill of a second class machiniste.

(5) "Motor Mechanic" means a worker engaged in making, repairing, altering, assembling (except assembling for the first time in Australia) and for testing metal parts (including electric) of the engines and/or chassis of motor car or other motor vehicles.

(6) "Electrical Tradesman" means a tradesman holding the requisite license under the Electricity Act, 1945, who performs the work of one or more of the following tradesmen:— electrical fitter, electrical installer, armature winder.

(7) "Battery Fitter" means a tradesman engaged in the erection, overhauling and repairing of storage batteries.

(8) "Welder Special Class" means a tradesman using electric arc and/or oxy-acetylene equipment and who is required to and is competent to, apply general trade experience in welding all the following classes of metals—mild steel, stainless steel, cast iron, aluminium, copper, brass, die-cast metal.

(9) "Welder First Class" means a tradesman using eletric arc or oxy-acetylene blow pipe or coal gas cutting machine or flame hardener, who is required to apply general trade experience as a welder or flame hardener respectively.

(10) "Welder Second Class" means an adult worker using an electric arc or oxy-acetylene blow pipe who is not a first class or third class welder.

(11) "Welder Third Class" means an adult worker using an electric spot or butt welding machine or cutting scrap with an oxy-acetylene blow pipe.

(12) "Casual Worker" means a worker employed for less than one week continuously, but does not include a worker who, when work is available, leaves his employment before the expiration of one week.

(13) "Employer" means the Fremantle Port Authority.

(14) "Union" means the unions party to this Award.

6.—Preference to Unionists.

(1) Subject to the provisions of subclause (2) of this clause preference of employment shall be given to members of the Unions party to this award, provided that any worker or applicant for employment who is a member of another recognised industrial Union and who produces proof of such membership shall be entitled to equal preference. Provided also, that any worker or applicant for employment who is not a member of any of the said Unions shall within fourteen days of commencing employment under this Award make and complete an application for membership of the appropriate Union and provided that any worker who is a financial member of another union, shall, within a period of 14 days after the expiration of his membership with such other union, or the expiration of three months employment, whichever occurs first, apply for membership of the appropriate union party to the Award.

(2) A worker who holds a certificate of exemption from Union membership issued and in force pursuant to Section 61B of the Industrial Arbitration Act, 1912-1968, shall not—

(a) be excluded from employment by reason only of the fact that he is not a member of a Union party to this Award; or

(b) be required to join any such Union.

7.—Contract of Service.

(1) Subject to the provisions of this clause, the contract of employment shall be by the week, and shall be terminable by a week's notice on either side at any time during the week, or by payment or forfeiture of a week's wages as the case may be, except—

(a) in the case of a casual worker, when one hour's notice will suffice, and

(b) for the first month of employment when the hiring shall be from day to day, and during this period a day's pay will be sufficient.

(2) In respect of any day on which a worker is required to present himself for work, the employer shall be under no obligation to pay for any such day or part thereof, if not worked, except where such absence from work is—

(a) due to the worker's illness, and comes within the provisions of clause 19 of this Award, or

(b) is on account of holidays to which the worker is entitled under the provisions of this Award.

(3) This clause does not affect the employer's right to dismiss a worker for misconduct, when wages shall be paid up to time of dismissal only.

(4) The employer shall be entitled to deduct payment for any day or portion of a day on which the worker cannot usefully be employed because of any strike or a breakdown of the employer's machinery, or any stoppage of work by any cause for which the employer cannot reasonably be held responsible.

8.—Higher Duties.

A worker engaged on duties carrying a higher rate than his ordinary classification shall be paid the higher rate for the time he is so engaged but if he is so engaged for more than one-half of one day or shift he shall be paid the higher rate for the whole day or shift.

9.—No New Designation.

No new designation shall be introduced during the currency of this Award so as to reduce the status of any worker covered thereby.

10.—No Reduction.

This award shall not in itself operate to reduce the wages of any worker who is at present receiving above the minimum rate prescribed for his class of work.

11.—Apprentices.

(1) The employment of apprentices shall be governed by the provisions of the Apprenticeship Regulations under the Industrial Arbitration Act, 1912-1968.

(2) Apprentices shall be allowed to the following trades—

Blacksmithing.
Fitting.
Turning.
Motor Mechanic.
Plant Mechanic.
Scientific Instrument Making and Repairing.
First Class Welding.
Electrical Fitting.
Electrical Installing.
Automotive Electrical Fitting.

(3) No apprentice under the age of 17 years shall be required to work overtime unless he so desires.

(4) Apprentices may be taken in the ratio of one apprentice for every two or fraction of two (the fraction being not less than one) journeymen and shall not be taken in excess of that ratio unless—

(a) the union or unions concerned so agree; or

(b) the Commission so determines after receiving a report from the appropriate Apprenticeship Advisory Board; or

(c) the Commission so determines pursuant to regulation 40 (2) (a) of the Apprenticeship Regulations.

(5) Notwithstanding anything contained in this award to the contrary, if through lack of work or through financial difficulties, the employer is unable at any time to find employment and training for an apprentice, and if a transfer to another employer cannot be arranged, the obligations and duties imposed by the indenture may, with the concurrence of the apprentice and his guardian and the Union, be suspended for a period agreed upon or, if no such agreement be arrived at, may be cancelled by the employer. The onus of proof of circumstances justifying such cancellation shall be on the employer.

(6) 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;

(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.

(7) A minor who has satisfactorily completed an approved pre-apprenticeship course conducted by the Technical Education Division of the Education Department may be indentured as an apprentice under this Award on a three year term of apprenticeship.

(8) 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.

12.—Hours of Duty.

(1) (a) Subject to the provisions of this Clause, the week's work shall consist of forty hours and shall be worked in eight hours per day, Monday to Friday inclusive, and, except in the case of shift workers, between 7.00 a.m. and 5.30 p.m.

(b) Starting or finishing times outside the limits prescribed in paragraph (a) of this subclause may, in any particular case, be fixed by agreement between the employer and the Union or Unions concerned.

(2) The ordinary working hours shall be consecutive except for a meal interval which shall not exceed one hour nor be less than half an hour.

(3) (a) Subject to the provisions of this subclause, a rest period of seven minutes from the time of ceasing to the time of resumption of work shall be allowed each morning.

(b) 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.

(c) Refreshments may be taken by workers during the rest period but the period of seven minutes shall not be exceeded under any circumstances.

(d) If the employer satisfies the Commission that any worker has breached any condition expressed or implied in this paragraph he may be exempted from liability to allow the rest period.

13—Overtime.

(1) (a) Except as hereinafter provided, all time worked in excess of or outside of the usuall working hours on any day shall be paid for at the rate of time and a half for the first two hours and double time thereafter.

(b) Where work is done on Saturdays the worker shall be paid at the rate of time and a half for the first four hours and double time thereafter, but if work is performed after 12 noon, or on a Sunday, the worker shall be paid double time for all time so worked.

(2) A worker shall not be compelled to work for more than six hours without a break for a meal.

(3) (a) Subject to the provisions of this subclause, a worker who commences to work overtime at or after the usual ceasing time and before the usual starting time—

(i) shall, if the overtime exceeds one hour and is continuous with his day's work, be supplied with a meal by his employer or be paid sixty five cents for a meal. The continuity of work shall not be deemed to have been interrupted by any meal break allowed within the two hour period referred to but no such meal period shall be paid for;

(ii) shall be allowed a meal time of twenty minutes without loss of pay after each four continuous hours of evertime worked, but only if he continues work after the meal time; and

(iii) shall be supplied with a meal by his employer or be paid forty five cents in respect of each meal time to which he is entitled under the last preceding paragraph.

(iv) provided that the meal time referred to in paragraph (ii) shall not apply where a full meal hour is allowed and provided further this clause shall not apply to employees standing by cargo handling machinery during ship working operations.

(b) The provisions of sub paragraph (i) and (iii) of paragraph (a) of this subclause shall 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.

(c) If a worker to whom sub paragraph (i) of paragraph (b) 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 above.

(d) For the purpose of paragraph (a), (i.e. the meal provisions), of this subclause—

(i) the expressions, "usual starting time" and "usual ceasing time" mean, respectively, the time at which the worker usually commences and the time at which he usually ceases his ordinary hours of duty; and

(ii) time worked on Saturdays or Sundays between the usual starting time and the usual ceasing time shall not be deemed to be overtime.

(4) A worker required to work continuously from 12 midnight to 6.30 a.m. and ordered back to work at 8.00 a.m. the same day shall be paid forty-five cents for breakfast.

(5) All time worked during the usual meal time by any worker shall be paid at overtime rates and such rates shall continue until the worker knocks off for his meal.

(6) A worker recalled to work overtime after leaving the premises shall be paid a minimum of three hours at overtime rates, but if he is called out more than once within any period of three hours of a call, he shall not be entitled to any

further payment for time worked within the period of three hours from the time when he commenced work in response to his first call.

(7) (a) 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.

(b) 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, subject 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 occuring during such absence.

(c) 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 eight consecutive hours off duty without loss of pay for ordinary working time occuring during such absence.

(d) The amount due under this paragraph in respect of any day shall be reduced by any amount due under subclause (6) of this clause for time not worked (or counted as being worked) within eight hours prior to the worker's ordinary commencing time on that day.

(8) All overtime shall be rostered as far as possible amongst available workers and such roster shall be available for inspection by the Union.

(9) (a) The employer may require any worker to work reasonable overtime 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.

14.—Payment of Wages.

(1) Each worker shall be paid the appropriate rate shown in the First Schedule to this Award. Payment shall be *pro rata* where less than the full week is worked.

(2) When a worker is discharged before the usual pay day, he shall be paid his wages when he ceases work, or it shall be forwarded to his address the day after by registered post, at the employer's risk, unless the worker desires to collect at the office.

15.—Special Rates and Provisions.

(1) Dirt Money: Dirt money of five cents per hour shall be paid as follows:—

To workers employed on:—

(i) Stripping or dismantling cranes, forklifts, tow motors, repairs to the slewing gear or machinery bases of cranes, changing or lubricating crane hoist and derricking wires, servicing forklift slides and lifting chains, repairs to clutches, gear boxes and differentials of mobile equipment.

(ii) Cutting or welding of rails coated with tar.

(iii) Any other work of an usually dirty nature.

Where agreement cannot be reached by the foreman and the shop steward as to the application of subclause (iii) of this clause the matter may be referred to the Board of Reference for determination.

(2) 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, provided that where work is carried out on the jibs of quay cranes which cannot be performed from the platform of the driver's cabin, an allowance of forty cents per day shall be paid in lieu of the twenty-five cents.

(3) Confined Space: Eight cents per hour extra shall be paid to any worker working in any place the dimensions of which necessitate the worker working in a stooped or cramped position, or where confinement within a limited space is productive of unusual discomfort.

(4) Floating Plant:

(a) For work on bilges or on tailshafts inside any vessel, ten cents per hour extra shall be paid and such extra payment shall be in lieu of and not in addition to dirt money and confined space money.

(b) Eight cents per hour extra shall be paid to workers overhauling diesel engines installed in any vessel or pontoon.

(5) Servicing Buoys, etc.: Workers engaged in the maintenance or servicing of beacons erected in the water and buoys while afloat, shall be paid sixty cents per day extra.

(6) Steam Cleaning: Workers operating steam cleaning machines shall be paid forty cents per day extra.

(7) Dust Allowance: Workers required to service or repair equipment whilst in use on unloading or loading of bulk cargo such as phosphate, sulphur, pyrites, wheat or other dusty substances shall be paid fifteen cents per hour.

(8) Any worker working in water over his boots or, if gum boots are supplied, over the gum boots, shall be paid an allowance of twenty cents per day.

(9) Zinc Spraying:

(a) Workers engaged in spraying zinc coating on vessels shall be paid eight cents an hour extra.

(b) Workers engaged in spraying zinc coating on vessels whilst working in confined spaces shall be paid fifteen cents an hour extra.

(10) When an employee is required to hold a licence under the Police Traffic Act for the purpose of driving vehicles during the course of his duties, and the employee does not require a licence or additional endorsement for his own purposes the fees payable for such licence or endorsement shall be paid by the employer.

16.—Transport Facilities.

(1) The employer shall provide suitable transport to and from Stirling Highway, North Fremantle or Victoria Quay and the North Quay Workshops for workers employed at these workshops.

(2) Workers who are required to work away from the established workshops and who have not been so advised the day before of such requirement shall if they so desire be transported in the employer's time back to their established workshop prior to the recognised meal break.

(3) Where a worker ceases to work overtime at a time when public transport is not available, the employer shall be responsible for his transport to his home.

17.—Public Holidays.

(1) (a) The following days or the days observed in lieu shall, subject to the provisions of this clause, 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.

(b) Where Christmas Day and 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) (a) Whenever any holiday falls on an employee's ordinary working day and the employee 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 were 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 date if the worker so agrees.

(b) Payment for holidays shall be in accordance with the usual hours of work.

(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 is 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 subclause.

18.—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 worker may be rostered off and granted annual leave with payment of ordinary wages as prescribed prior to his having completed a period of twelve months' continuous service, in which case should the services of such worker terminate or be terminated prior to the completion of twelve months' continuous service, the said worker shall refund to the employer the difference between the amount received by him for wages in respect of the period of his annual leave and the amount which would have accrued to him by reason of the length of his service up to the date of the termination of his services.

(4) (a) Subject to subclause (2) of this clause, 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 deduction 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 absences from work caused through accident sustained in the course of employment under circumstances which entitle the worker to the benefits prescribed under the Workers' Compensation Act, 1912-1966, 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.

(5) If after one month's continuous service in any qualifying twelve monthly period a worker lawfully leaves his embployment 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 in that qualifying period.

(6) In addition to any payment to which he may be entitled under subclause (5) 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 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.

(7) 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 day's leave due to them. Provided that nothing herein contained shall deprive the employer of his right to retain such workers during the close down period as may be required.

(8) "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.

19.—Sick Leave.

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

(b) The liability of the employer shall in no case exceed one week's wages during each calendar year in respect of each worker but the sick leave herein provided shall be allowed to accumulate and any portion unused in any year may be availed of in the next or any succeeding year.

(c) 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.

(2) This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act, 1912-1966.

(3) A worker shall not be entitled to the benefit of this clause unless he produces proof of sickness to the satisfaction of the employer, but the employer shall not be entitled to a medical certificate unless the absence is for three consecutive working days or more.

(4) A worker is not entitled to payment for any absence due to his own fault, neglect, or misconduct.

20.—Long Service Leave.

The conditions governing the granting of Long Service Leave to full time Government wages employees generally shall apply to the workers covered by this award.

21.—Shop Stewards.

Shop stewards appointed by employees in each workshop issued with a properly constituted authority by the Unions shall be recognised by the employer and be allowed the necessary time during working hours to interview representatives of the employer on matters affecting employees whom they represent. The employer shall be notified in writing by the Unions of the steward's appointment.

22.—Notice Boards.

A notice board shall be provided by the employer where, in the employer's opinion, it is considered essential. Union notices posted on the board shall be signed by an accredited union representative.

23.—Right of Entry.

On notifying the employer, any officer of the unions authorised in writing by the president or the secretary of such unions, shall have the right to enter any place or premises during ordinary working hours wherein members of such unions covered by this Award are engaged by the employer for the purpose of conversing with or interviewing the workers in such place or premises, provided that such union officer shall not hinder the workers in carrying out their work. The employer or his representative shall determine whether workers are being hampered or hindered in their work.

24.—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.

25.—Liberty to Apply.

Liberty is reserved to the parties to apply to amend clause 13 (Overtime) in the event that the parties fail to reach agreement in relation to subclauses 3 and 6 of that clause.

First Schedule Wages.

	$
PART 1.—Basic Wage (per week)	35.45
PART 2.—Margin per week over basic wage—	
(1) Toolmaker	22.80
(2) Scientific instrument maker and repairer	24.35
(3) Blacksmith—in workshop	20.00
(4) Fitter	19.40
(5) Turner	19.40
(6) Battery fitter	19.40
(7) Machinist—first class	19.40
(8) Machinist—second class	10.85
(9) Machinist—third class	6.80
(10) Welder—special class	21.05
(11) Welder—first class	19.40
(12) Welder—second class	6.80
(13) Welder—third class	5.85
(14) Automotive electrical fitter	19.40
(15) Motor mechanic	19.40
(16) Plant mechanic	19.40
(17) Electrical fitter and/or armature winder	19.40
(18) Electrical installer	19.40
(19) Sand or shot blaster who is not protected from flying sand or shot by a properly enclosed cabin	9.45
(20) Tool storeman	8.80
(21) Blacksmith's striker	4.85
(22) Tradesman's assistant	4.85
PART 3.—Disability Allowance	2.00

This allowance shall not be payable to a worker for any week in which he is employed for the major portion of the time in a workshop.

PART 4.—Leading Hands:

A tradesman placed in charge of other workers shall, in addition to his ordinary rate, be paid—

(a) two dollars and seventy cents per week when in charge of not less than three and not more than ten workers;

(b) four dollars and eighty-five cents per week when in charge of more than ten and not more than twenty workers;

(c) seven dollars and fifteen cents per week when in charge of more than twenty other workers.

PART 5.—Casual Workers:

A worker who is engaged for less than five consecutive days shall be paid fifteen per cent. of the ordinary rate in addition to the ordinary rate for his class of work.

PART 6.—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

I certify pursuant to section 65 of the Industrial Arbitration Act, 1912-1968, that the foregoing is a copy of the agreement arrived at between the parties mentioned above.

Dated at Perth this 5th day of December, 1968.

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

Filed at my office this 5th day of December, 1968.

R. BOWYER,
Registrar.

FLUSH PANEL DOOR MANUFACTURING.
(Hawker Siddeley.)

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 28 of 1968.

Between Hawker Siddeley Building Supplies Pty. Ltd., Applicant, and the Western Australian Carpenters' and Joiners', Bricklayers' and Stoneworkers' Industrial Union of Workers, Respondent.

Before Mr. Commissioner D. E. Cort.

The 22nd day of October, 1968.

Mr. J. M. Ince on behalf of the Applicant.

Mr. J. F. Wilson on behalf of the Respondent.

Judgment.

THE COMMISSIONER: This is a reference of industrial dispute by which Hawker Siddeley Building Supplies Pty. Ltd. (hereinafter referred to as the applicant) seeks a special award to cover assemblers of flush panel doors. The wording of the various clauses in that reference were adopted from Award No. 17 of 1967 which applies to such assemblers employed by Neeta Furniture Pty. Ltd. The respondent union objects to the making of an award and, in any event, opposes the proposed definition of assembler and the marginal rate for both male and female workers.

To appreciate the views of the respective parties it is necessary to refer to events over the past four years in relation to assemblers of flush panel doors.

In 1964 the applicant endeavoured to amend the Timberyard Employees Award by including therein the classification of "assembler of flush panel doors (including trimming)" but the application was refused on the ground "that the work of assembling, attaching ply panels and the trimming of flush panel doors as at present performed by workers employed by the applicant is work that clearly falls within the terms of definition of a joiner under the Building Trades Award." (44 W.A.I.G. 728 at p. 729.)

In 1965, in the hearing of several applications to amend the Building Trades Award, the employers respondent to that award sought a classification for assembler in joiner shop, but the submissions and evidence in support thereof related solely to the assembly of flush panel doors and that evidence (and an inspection) dealt with the assembly of those doors by Neeta Furniture Pty. Ltd. and by no other. It was then concluded:—

> . . . the work described in the evidence and viewed on the inspection is work for which a special classification should be inserted in the award and with a margin less than that prescribed for a tradesman. However, on the information before me, it is not possible to formulate a general classification to cover that work in all establishments without possibly depriving a worker of his just wage when he is employed in connection with the manufacture of flush panel doors in establishments other than the one inspected. (46 W.A.I.G. 766 at p. 795.)

Notwithstanding this conclusion, it was later said:—

> . . . the employers are free to make a further approach to the Commission and by so doing enable it to frame a classification to apply to the assembler of flush panel doors but only when carried out on a basis similar to that viewed in these proceedings.

It should now be mentioned that the proceedings in this case underline the concern expressed by the Commission in 1966, in that it is now clear that to have inserted a general classification and a margin for assemblers of flush panel doors could have caused other workers to be employed at less than the proper rate for the work actually performed. Be that as it may, in 1966 the Commission, expecting a further application to be made by the employers, excluded the assembly of flush panel doors from the definition of a joiner under the Building Trades Award and did not alter the margin for those assemblers when joiners at large and other tradesmen were granted an increase in margins.

In 1967 Neeta Furniture Pty. Ltd. filed a reference of industrial dispute for the purpose of covering assemblers of flush panel doors. The union objected to the making of such an award as it considered that those assemblers should remain within the scope of a Building Trades Award but that objection was dismissed (47 W.A.I.G. 799) and, on the 21st December, 1967, the Commission issued Award No. 17 of 1967, the terms of which were agreed between the parties (47 W.A.I.G. 1123). It is the clauses in this award which the applicant claims should be applied to the assembler of flush panel doors in his establishment.

Finally the Commission as presently constituted has before it a reference of industrial dispute No. 31 of 1966, to replace the Building Trades Award and in that reference it is agreed that the separate classification for an assembly of flush panel doors should no longer be prescribed.

It is against the foregoing background that the applicant in seeking an award submitted that the applicant is performing the same type of work covered by Award No. 17 of 1967 and in substantially the same manner; that he should be able to employ his workers under the same conditions of employment; that having regard to what was said by the Commission in 1966, and in 1967, an award

should issue; that the applicant should not be placed at a disadvantage, competitively speaking, with another employer in the same field, and that, whilst generally the terms of the award should be identical to those in Award No. 17 of 1967, the applicant would agree to the respondent union's answer restricting the application of any award to the assembly of stock doors.

I turn firstly to the objection of the union to the issuance of an award. That objection is really raised in the form of a question, namely: Should the Commission issue a separate award to cover assemblers of flush panel doors when those assemblers are employed by an employer, bound by the Building Trades Award, who is not paying the special margin therein prescribed for those assemblers? In other words, the *bona fides* of the applicant are challenged in that, it is said, that if there is a real need for an award other than the Building Trades Award to cover the assembly of flush panel doors, one would have expected the applicant to have employed assemblers under the special classification contained in that existing award.

On what has been said, and particularly during the inspection, the question posed can only be answered in a qualified manner. This is best done by stating that I may have been inclined to give an answer in the negative if the applicant had not stressed that, with a shortage of male labour, and, in the absence of an award in similar terms to Award No. 17 of 1967, he could not have proceeded with what was desired in respect of the assembly of flush panel doors. In addition, the remarks of the Commission in the 1966 and in the 1967 decision cannot be overlooked and there appears to be no reason why workers employed by one employer should be paid a different wage to workers employed by another if, of course, the work performed is identical. In all of these circumstances I would dismiss the aforestated preliminary objection by the union.

It is the form that the award should take which gives me the greatest concern. In 1966 it was said that it was necessary for the Commission "to frame a classification to apply to the assembler of flush panel doors but only when carried out on a basis similar to that viewed in these proceedings" and that is the most I would be prepared to do in these proceedings. Whilst there is a fairly subtantial difference in the manner in which the assembly of flush panel doors is presently carried out by workers employed by the applicant and by workers employed under Award No. 17 of 1967, this has been explained by the applicant. In my view any award to issue should enable doors to be manufactured on the "mass production or line of production basis" mentioned in the 1966 decision but as the applicant conducts a joinery works the wording of the scope clause, or the definition of an assembler, needs to be more precisely worded than was the case in Award No. 17 of 1967 to reflect the tasks actually performed by assemblers under that award.

In this respect during the inspection it became clear that although the parties agreed that any award to issue should apply only to the assembly of stock doors a real difference of opinion arose between them as to what was a stock door. In a joinery establishment it is not easy to draw a line between assembling and work which should continue to be covered by the Building Trades Award but, in my opinion, the applicant took a much wider view than I would be prepared to accept. It seems to me that when doors are being manufactured to numerous specifications with varying materials being used, the assembly tends to lose the repetitive character which created a deep impression on me in the 1966 proceedings. True, the workers covered by Award No. 17 of 1967 are employed on the manufacture of more than one type of door but the evidence in these proceedings indicates that the applicant proposes that most, if not all flush panel doors, whether made of ply or any other material, would be assembled under the terms of the award and in my opinion the work involved could be more than the assembly envisaged by the 1966 decision.

Because of the aforementioned difference of opinion between the parties and, in view of what was said on the inspection, it is proposed to adjourn these proceedings to enable those parties to confer in an endeavour to resolve their differences. If agreement is not reached then the dispute will be determined by the Commission on the material already submitted by the parties unless it is desired to advance further information.

Wednesday, 13th November, 1968.

Subsequent to the remarks of the Commission on the 22nd October, 1968, a conference between the parties has resulted in an agreement being reached on the wording of the definition "assembler of flush panel doors" and it remains to determine the marginal rates to be prescribed for male and female assemblers.

It will be realised that, on what was said by the Commission on the 22nd October, it has not been possible to consider the actual duties which will be performed by the workers concerned and in this circumstance it seems desirable to prescribe the marginal rates presently fixed for assemblers in Award No. 17 of 1967. However to ensure that no injustice will result the stated term of the award will be reduced to one month so that if need be the parties, or the Commission, will be able to review those margins having regard to the duties to be carried out by the assemblers employed under the terms of the proposed award.

The minutes of the proposed award will now issue and the speaking to those minutes will take place at 10.30 a.m. on the 26th November, 1968. In this respect the attention of the parties is drawn to the rights granted by Section 69 of the Act and should it be desired the parties may exercise those rights at that time.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 28 of 1968.

Between Hawker Siddeley Building Supplies Pty. Ltd., Applicant, and the Western Australian Carpenters' and Joiners', Bricklayers' and Stoneworkers' Industrial Union of Workers, Respondent.

COMMISSIONER D. E. CORT, in pursuance of the powers and jurisdiction conferred upon him by section 50 of the Industrial Arbitration Act, 1912-1968, and in pursuance of an allocation to him under section 54 of the said Act, doth hereby make the following award in connection with the industrial dispute between the abovenamed parties.

Award.

1.—Title.

This award shall be known as the "Flush Panel Door Manufacturing Industry Award, 1968."

2.—Arrangement.

1. Title.
2. Arrangement.
3. Area.
4. Scope.
5. Term.
6. Definitions.
7. Wages.
8. Conditions of Employment.

3.—Area.

This award shall have effect over the area within a radius of fifteen miles from the G.P.O., Perth.

4.—Scope.

This award shall apply to workers employed in the callings designated in clause 7 of this award and employed by the applicant in the flush panel door manufacturing industry.

5.—Term.

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

6.—Definitions.

"Assembler of flush panel doors" shall mean a worker engaged upon the following processes, or any of them—

(a) framing-up by use of flush panel door fasteners;
(b) glueing skin to frame;
(c) pressing;
(d) normal edge stripping.

7.—Wages.

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

	$
(1) Basic wage (per week):	
Adult males	35.45
Adult females	27.08
(2) Margin over male or female basic wage per week:	
Assemblers of flush panel doors—	
(a) Adult males	7.15
(b) Adult females	3.35

8.—Conditions of Employment.

The provisions of the Building Trades' Award No. 24 of 1958, as amended, and any subsequent award issued in substitution thereof shall apply to workers covered by this award, except to the extent of clause 9.—Wages, and clause 36.—Prohibition of Females or Junior Workers, and any other provisions which are inconsistent with the provisions of this award.

In witness whereof this award has been signed by the said Commissioner this 26th day of November, 1968.

D. CORT,
[L.S.] Commissioner.

AWARDS—Amendment of—

AERATED WATER MANUFACTURING.

Award No. 30 of 1960.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 298 of 1968.

Between Coastal Aerated Water and Cordial Manufacturers Employees' Industrial Union of Workers, Applicant, and Weaver and Lock and others, Respondents.

HAVING heard Mr. L. Pitcher 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 Aerated Water Manufacturing Industry Award No. 30 of 1960, 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 21st day of November, 1968.

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

Schedule.

1. In Clause 2—Arrangement, insert after the figures and words, "10—Wages" the figures and words "10A—Minimum Wage".

2. Clause 10—Wages: Delete this clause and insert in lieu thereof:—

10.—Wages.

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

	$
(1) Basic Wage (per week):	
Males	33.50
Females	25.13
(2) Adult Males (margin over male basic wage):	
(a) Cordial maker	8.60
(b) Operator in charge of filling machine and responsible for production line	6.20
(c) Driver of motor vehicle	11.70
Provided that drivers who are required to collect money during any week or portion of a week as part of their duties and account for it shall be paid one dollar and twenty cents for each week in addition to the rate of wage prescribed above.	
(d) Any worker placed by the employer in charge of three or more other workers shall be paid sixty cents per day in addition to rates prescribed for his class of work.	
(e) Driver of fork lift	9.60
(f) Factory Hands	4.30

(3) Junior Males (per cent. of male basic wage per week):

	%
14 to 15 years of age	20
15 to 16 years of age	33
16 to 17 years of age	45
17 to 18 years of age	58
18 to 19 years of age	70
19 to 20 years of age	83
20 to 21 years of age	95

Provided that where a junior worker is required to drive a motor vehicle the following wage shall apply:—

If 20 and under 21 years of age	100

(4) Adult Females (margin over female basic wage):

	$
Adult Females	3.20

(5) 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

3. After clause 10 add a new clause 10A as follows:—

10A.—Minimum Wage.

(1) Notwithstanding the provisions of Clause 10 of this award 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.

DREDGE MASTERS, MATES AND ENGINEERS.

(Government.)

Award No. 34 of 1960.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 422 of 1968.

Between Merchant Service Guild of Australia, Western Australian Section, Union of Workers, Applicant, and the Minister for Works, Respondent.

HAVING heard Mr. G. Dennis on behalf of the applicant and Mr. L. H. Pilgrim on behalf of the respondent, 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 Dredge Masters, Mates and Engineers Award No. 34 of 1960, 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 28th day of November, 1968.

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

Schedule.

Clause 6.—Rates of Pay: Delete subclause (b) and (c) and insert in lieu thereof:—

(b) Margins (per week):—

	$
Dredges—	
"Fremantle"—	
Master	30.90
Chief Engineer	33.60
"Stirling"—	
Master	30.90
Mate	21.70
Chief Engineer	33.60
Second Engineer	24.40
Launches—	
"Avon"—Master	16.15
"Fitzroy"—Master	16.15
"Warren"—Master	16.15
"Shannon"—Master	16.15
"Myrtle"—Master	16.15
"Yanchep"—Master	12.35

(c) Margin (per week):—

Survey Vessel—	
"Gunga Din"	
Chief Engineer	33.60
Mate	21.70
Second Engineer	24.40

ENGINE-DRIVERS.

(Locomotive—Government.)

Award No. 10 of 1962.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 123 of 1968.

Between the West Australian Locomotive Engine Drivers', Firemen's and Cleaners' Union of Workers, Applicant, and Western Australian Government Railways Commission, Respondent.

HAVING heard Mr. H. T. Kingston on behalf of the applicant and Mr. J. A. Lund on behalf of the respondent, 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, 1912-1968, and all other powers therein enabling me, do hereby order and declare—

That the Government Railways Locomotive Enginemen's Award No. 10 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 28th day of November, 1968.

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

Schedule.

Clause 10.—Rates of Pay: Delete and insert in lieu thereof:—

10.—Rates of Pay.

	$
Basic Wage	35.45
(1) Trainee Enginemen (per cent. of Basic Wage):	%
Under 17 years of age	60
17 years and under 18	70
18 years and under 19	80
19 years and under 20	90
	$
20 years and under 21 (margin per week over basic wage)	1.00
Provided also that any trainee engineman whose rate of wage is computed as aforesaid and who has qualified to act as fireman shall be paid an additional amount of thirty cents per week.	
21 years and over	2.90
Trainee enginemen qualified to act as firemen	3.80
(2) Firemen:	
(a) First year	5.05
Second year	5.95
Third year	7.40
Fourth year and thereafter	10.30
(b) (i) A fireman classified as fourth year and thereafter and until the departmental examination has been passed, who for the most part of a shift works a steam train shall be paid at a marginal rate of eleven dollars and forty cents for such shift.	
(ii) Firemen with five years' service after appointment as firemen shall receive a margin of twelve dollars forty cents per week; Provided that they have not failed to pass the Departmental examination.	
(c) Firemen employed with a shed driver at East Perth depot shall be paid five cents per day extra whilst so employed.	
(d) Firemen (so classified) who in any week for the most part of their rostered week's work, work a passenger train or freight train tabled at a passenger speed (drawn by steam or diesel locomotives) sixty-five miles or more in one direction.	11.40

Schedule—2.

(e) Notwithstanding the provision of this subclause (2), firemen who, at their own request, or for health or disciplinary reasons are regressed to the grade of shunting firemen and are employed full time on shunting duties, shall be paid as follows:—	
First year	4.75
Second year	5.35
Third year and thereafter	6.80

	$
(3) Engine Drivers: (including diesel rail car drivers and diesel locomotive drivers):	
(a) First year	15.50
Second year	18.00
Third year	21.40
Fourth year	23.90
Fifth year	26.80
Sixth year and thereafter	27.80
Provided that engine drivers who, at their own request, or for health or disciplinary reasons are regressed to the grade of shunting driver, and are employed full time on shunting duties, shall be paid as follows:—	
First year	13.90
Second year and thereafter	16.10
(b) Driver (so classified) who in any week for the most part of his rostered week's work drives a passenger train or freight train tabled at passenger speed (drawn by steam or diesel locomotive), sixty-five miles or more in one direction.	29.30
(c) (i) A driver, whilst acting as a driver in charge of an out-depot where six or more workers are stationed shall be paid the highest ordinary margin prescribed for engine drivers and, in addition shall be paid a further five dollars and seventy cents per week.	
(ii) A driver, whilst acting as a driver in charge of an out-depot where less than six workers are stationed shall be paid the highest ordinary margin prescribed for engine drivers and, in addition, be paid a further four dollars and sixty-five cents per week.	
(iii) Provided that, on relinquishing the duties of a driver in charge, a driver shall revert to the wage margin he would have received had he not acted as driver in charge.	
(d) No driver shall be entitled to promotion from one class to another unless he satisfactorily passes any examination or test required by the head of the branch.	
(e) A driver whilst acting as subforeman shall be paid in accordance with the current award of the Railways Classification Board; Provided that he shall not be paid a lesser rate than prescribed in this award for a driver in charge.	
(f) Enginemen employed on shunting engines handling sulphur in transit from ship's side to the chemical works shall be paid ten cents per day extra whilst so employed, and shall also be supplied with goggles.	
(4) Washoutment, Packers and Trimmers:	
During the first year	8.45
Thereafter	10.00

(5) Special Service Loading:

All adult employees working under this award shall be paid in addition to the rates prescribed a special service loading of—

(a) When in receipt of a margin not exceeding six dollars and thirty cents per week—fifty cents per week.

(b) When in receipt of a margin exceeding six dollars and thirty cents — seventy-five cents per week.

POLICE.

No. 2 of 1966.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 436 of 1968.

Between Western Australian Police Union of Workers, Applicant, and The Honourable Minister for Police, Respondent.

HAVING heard Mr. J. C. Pereira on behalf of the applicant and Mr. L. Y. Hitchen 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, 1912-1968, 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 Police Award No. 2 of 1966, 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 5th day of December, 1968.

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

Schedule.

Clause 20.—Extra Payment for Weekend and Other Duty: Delete this clause and insert in lieu thereof:—

20.—Extra Payment for Weekend and Other Duty.

For shift work and for work performed between midnight Friday and midnight Sunday and on public holidays, employees other than commissioned officers and probationary constables shall be paid the following allowances:—

	Per Annum.
	$
Sergeants—	
1st Class	335
2nd Class	320
3rd Class	308
Constables: (including uniform and plain clothes police and detectives)—	
20 years' service and over	275
10 to 20 years' service	254
5 to 10 years' service	236
3 to 5 years' service	225
Under 3 years' service	217

PRINTING.

(Country.)

Award No. 12 of 1960.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 368 of 1968.

Between Printing and Kindred Industries Union, Western Australian Branch, Industrial Union of Workers, Applicant and Albany Advertiser (1932) Limited and others, Respondents.

HAVING heard Mr. L. E. Hearle 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, 1912-1968, 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 Printing (Country) Award No. 12 of 1960, 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 26th day of November, 1968.

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

Schedule.

Clause 8—Wages: Delete subclauses (b) and (g) and insert in lieu thereof:—

(b) Adult Males (margin over male basic wage per week):	$
Machine Compositor	24.65
Proof Reader	20.75
Hand Compositor	19.70
Composing Room Mechanic	19.70
Stereotyper	19.70
Letterpress Machinist	19.70
Machinist working a flatbed machine printing from a reel	19.70
Guillotine Machine Operator	19.70
Bookbinder	19.70
Feeder of any kind of machine	4.00
Male employees not otherwise specified	3.10

(g) (i) Notwithstanding the provisions of subclauses (a) and (b) 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.

(ii) 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.

PRINTING.

(Kalgoorlie.)

Award No. 28 of 1950.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 361 of 1968.

Between Printing and Kindred Industries Union, Western Australian Branch, Industrial Union of Workers, Applicant and Hocking and Company Limited and others, Respondents.

HAVING heard Mr. L. E. Hearle on behalf of the applicant and Mr. G. H. Dunstan 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, 1912-1968, 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 Kalgoorlie Printing Award No. 28 of 1950, 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 26th day of November, 1968.

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

Schedule.

Clause 7.—Wages: Delete from this clause the reference to "Commercial Jobbing Offices", and insert in lieu thereof:—

Margin per week:

	$
Commercial Jobbing Offices—	
Compositors and Letterpress Machinists solely employed on commercial jobbing work	19.70
Operators solely employed on commercial jobbing work	24.65

PRINTING.

(Newspapers.)

Award No. 1 of 1963.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 367 of 1968.

Between Printing and Kindred Industries Union, Western Australian Branch, Industrial Union of Workers, Applicant, and West Australian Newspapers Limited and Western Press Limited, Respondents.

HAVING heard Mr. L. E. Hearle on behalf of the applicant and Mr. G. H. Dunstan 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, 1912-1968, 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 Newspaper Award No. 1 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 date hereof.

Dated at Perth this 26th day of November, 1968.

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

Schedule.

Delete Clause 8—Wages of Time Workers and insert in lieu thereof:—

8.—Wages of Time Workers.

The minimum weekly rates of wages shall be—

	$
Basic Wage: Metropolitan Area	35.45
Composing Room (margin per week):	
Machine compositor	37.35
Hand compositor	32.75
Mechanic	32.75

Hand compositors working part time on display machines shall be paid the machine compositor's rate, this provision to apply only when regularly employed for more than two hours per shift on the machine.

If employed for four hours or more, the machine compositor's rate shall be paid for the full shift.

Reading Room (margin per week):	
Reader	32.75
Assistant reader	21.40

(a) One cadet reader's assistant may be employed for every four or part of four readers permanently employed and shall be regarded in all matters applicable, as a registered apprentice.

(b) The rates of pay for cadets shall be the following percentage of the reader's weekly wage:—

	%
16 to 17 years	37½
17 to 18 years	50
18 to 19 years	57½
19 to 20 years	75
20 to 21 years	82½

(c) No cadet shall be engaged to the exclusion of a permanent reader's assistant.

	$
Sterotyping Room (margin per week):	
Sterotyper	32.75
Machine Room (margin per week):	
Rotary machinist	32.75
Brake hand	22.65
Letterpress machinist	32.75

The head machinist shall have the right temporarily to change his men from one position to another as often as he thinks fit without any change in the pay. Provided that such change (or changes) do not exceed two hours in any one shift.

Publishing Room (margin per week):	
Publishing hand	19.90

	$
Photo Engraving Room (margin per week):	
Photo Engraving—	
Operator or half-tone etcher	36.85
Line etcher, proofer, mounter, printer	36.85
Photo-Litho-Offset—	
Operator or Printer	36.85
All other workers (margin per week):	
General hands	19.00

The proportion of general hands to other workers in sections other than the machine room and stereotyping room shall not exceed one to four and in the machine room and stereotyping room shall not exceed two to three.

Apprentices.—The minimum weekly wage wage payable to an apprentice shall be the following percentage of the hand compositor's weekly wage:—

	%
During the first six months	33½
During the second six months	37½
During the third six months	40
During the fourth six months	50
During the fifth six months	52½
During the sixth six months	60
During the seventh six months	72½
During the eighth six months	77½
During the ninth six months	82½
During the tenth six months	87½

Night Work.

The loading on the ordinary rates of pay for night work shall be seven dollars per week.

General.

Where a General Hand has not had twelve months' continuous experience in the work in which he is engaged he shall be paid fifty cents per week less than the rates set out above.

Computation of Time Off.

For the purposes of computing time where it is necessary to deduct time taken at own expense or to assess payment for a day's work, or broken week through sickness or other causes only, the rate shall be the normal regular working hours of the shift or shifts at the hourly rate for the particular shift or shifts of the section in which the worker is employed.

PRINTING.

(Photo Engraving.)

Award No. 9 of 1961.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 370 of 1968.

Between Printing and Kindred Industries Union, Western Australian Branch, Industrial Union of Workers, Applicant, and J. Gibbney & Son Pty. Ltd. and others, Respondents.

HAVING heard Mr. L. E. Hearle 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, 1912-1968, and in pursuance of the powers contained in section 92 of the said Act, and all other powers therein enabing me, do hereby order and declare—

That the Photo Engraving Award No. 9 of 1961, as amended, be and the same is hereby further amended in accordance with the following schedule an 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 26th day of November, 1968.

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

Schedule.

Clause 12.—Wages: Delete subclause (b) and insert in lieu thereof:—

	$
(b) (i) Adult Males (margin over male basic wage per week):	
(1) Commercial Artists	21.60
(2) Camera Operator	21.60
(3) Photo Imposer	20.20
(4) Half-tone Etcher	21.60
(5) Line Etcher	20.20
(6) Mounter, router and finisher	19.70

(ii) Probationary Artists; Probationary Artists minimum margin; First six monthly period, basic wage; thereafter rising in six monthly periods in accordance with assessments as laid down in clause 29.

TRANSPORT TRUST.

(Traffic and Non-Traffic.)

Award No. 44 of 1961.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION

No. 345 of 1968.

Between the Australian Tramways and Motor Omnibus Employees' Association, (Perth Branch), Industrial Union of Workers, Applicant, and Metropolitan (Perth) Passenger Transport Trust, Respondent.

Before Mr Commissioner D. E. Cort.

The 6th day of December 1968.

Mr I. T. Fraser on behalf of The Australian Tramways and Motor Omnibus Employees' Association, (Perth Branch), Industrial Union of Workers.

Mr G. F. Bull on behalf of the Transport Workers' Union of Australia, Industrial Union of Workers, Western Australian Branch.

Mr R. S. Lane on behalf of the Metropolitan (Perth) Passenger Transport Trust.

Judgment.

THE COMMISSIONER: This is an application by The Australian Tramways and Motor Omnibus Employees' Association, (Perth Branch), Industrial Union of Workers to amend clause 42, Wages, in the traffic section of the Transport Trust (Traffic and Non Traffic) Award No. 44 of 1961. By the application the union seeks to increase the marginal

rates for drivers and conductors of passenger carrying buses by the same amounts as were recently awarded to similar drivers and conductors covered by the relevant award of the Commonwealth Conciliation and Arbitration Commission.

Mr Fraser pointed out that in 1963, in the decision preceding the issuance of Award No. 44 of 1961, the Conciliation Commissioner granted to drivers the same margin as was prescribed in the then Federal Award (43 W.A.I.G. 1284 at P. 1296) and that, in 1965, Mr Commissioner Kelly adopted that same principle and, following on a decision of Mr Commissioner Horan of the Commonwealth Commission he awarded drivers and conductors the same margin as those fixed as a result of that decision. Mr Fraser then submitted that a decision of Mr Commissioner Neil of the Commonwealth Commission dated the 15th October 1968, which increased the relevant wage rates by $3.00 per week for drivers and by $1.25 or $1.50 per week for conductors, should cause the same increases to be granted in the marginal rates in this State. For the purpose of making a comparison between the wages now payable it is recorded that the wage level in each of the other States for these workers differs in that, generally, the pre-existing basic wage differentials between those States continue to be reflected in the total wages and cause them to be different. However, in Melbourne a bus driver is now paid a wage of $51.15 per week and a conductor $44.15 or $41.20 in his first year of service, whilst, in this State the rates are $48.55, $43.05 and $40.35 per week respectively.

In relation to the Federal decision Mr Commissioner Neil, after inspecting the work in each of the four States involved and hearing evidence, concluded "that in the three years since rates were last determined there has been an overall increase in traffic which has resulted in a change in the circumstances of employment in this industry sufficient to warrent a review of those rates".

Mr Lane, in opposing the application, submitted that the Commonwealth decision should not be automatically adopted in this State; that the union had not shown that the circumstances of the employment, which had brought about the Commonwealth decision, applied in this State to the same extent or at all; that in 1965 the term of the award had not expired and for that reason Mr Commissioner Kelly considered himself bound to follow the 1963 decision; that the conditions under which the Transport Trust operates in this State are different to those in other States; and finally that, until a full investigation is held into the value of the work performed in this State, it would be wrong to assume that the work was the same as elsewhere.

In this matter the Commission is once again involved in a consideration of the oft-mentioned principle of comparative wage justice and little more can be said thereon. Whilst this Commission should not blindly adopt a rate prescribed in an award in force elsewhere it cannot overlook that rate and more particularly when it is fixed by an industrial authority following an investigation into the value of the work performed. In this respect it is relevant to mention that the reason given for the increase in the Federal award cannot be said to be a circumstance confined to other States of the Commonwealth.

Be that as it may, in dealing with an application to amend an award I am, generally speaking, adverse to changing the principles upon which the conditions of the award were fixed originally and particularly in an industry such as the one involved in these proceedings. In such an application the material before the commission is generally such that a complete review of the industry is not possible, for example, in the instant case the extent to which conditions of employment, other than wages, may take into account any different or special circumstances in this State is not known. Should one party or another desire the Commission to review the industry at large for the purposes of considering any change in the principles upon which the award was based, then a new reference of industrial dispute should be filed with the Commission.

For these reasons the claim will be approved in principle but it is necessary to determine the actual increases to be awarded.

In 1963, and 1965, it was possible to look to the marginal rates prescribed in the Federal award to determine the margins to be granted to drivers and conductors in this State but, with the adoption by the Commonwealth Conciliation and Arbitration Commission of the principle of a total wage, this is no longer possible. That principle arose from the 1967 National Wage Case, which also increased wages for adult male and female workers by $1.00 per week, and it was discussed by the Commission in Court Session in a decision dated the 27th June 1967 (47 W.A.I.G. 551). The matters raised before that Commission in Court Session are sufficiently well known that it is not necessary to refer to them in detail but the question now before this Commission could be said to be one of those matters and it was then said—

> . . . Furthermore, commonsense alone dictates that our decision must be made upon the assumption that where wages here are fixed by comparison with wages under Commonwealth or Eastern States awards the comparison will have to be made in the future on a total wage basis . . . (at p. 554)

and since then in other matters before the Commission comparisons have been made with the total wages prescribed elsewhere but in such a way that an endeavour has been made to overcome the difficulties arising from the different wages applicable under Federal awards by reason of pre-existing basic wage differentials (refer again to p. 554 of the 1967 decision).

To adopt the same approach in this matter would mean that the amounts of the increase claimed by the union would need to be reduced by 30 cents per week.

Such a course was opposed by Mr Fraser basically on the ground that the increase in skill, as measured by the amounts awarded, should not be determined as being less for workers in this State. However, surely it is with the level of the skill that we are concerned, not with the amount of an increase considered necessary to bring a wage to a figure which will properly reward a worker for his skill. A similar question has been discussed previously, in the 1964 Basic Wage Case (44 W.A.I.G. 545) and in the aforementioned 1967 decision, and the reason behind the aforestated comment is so obvious that it will not be discussed further in this decision. Furthermore, following the decision of the Commonwealth Conciliation and Arbitration Commission in the 1968 National Wage Case, the unions in this State applied for an increase in wages of $1.35 for adult males and females, being the increase flowing from that National Wage Decision and in reply the employers suggested that, in making a comparison with wage

rates in Federal awards only $1.05 should be awarded. The decision of the Commission in Court Session dated the 24th October, 1968 (not yet reported) granted the claim and again referred to wage comparisons and clearly, in view of what has been said, the applicant's submissions on this question are not well founded.

The minutes of the proposed order will now issue and, when it is convenient, the parties may speak to those minutes.

Order accordingly.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 345 of 1968.

Between the Australian Tramways 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, Mr. G. F. Bull on behalf of the Transport Workers' Union of Australia, Industrial Union of Workers, Western Australian Branch and Mr. R. S. Lane on behalf of the respondent, 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, 1912-1968, 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 beginning of the first pay period commencing on or after the date hereof.

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

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

Schedule.

Clause 42.—Wages: Delete subclauses (b), (c) and (d) of this clause and insert in lieu thereof:—

	$
(b) Male Classifications (margin per week)	
(i) Trolley bus driver	15.80
(ii) Ominbus driver	15.80
(iii) Conductor—	
First year	5.85
Thereafter	8.80
(c) Adult Female Classifications (margin per week)	
(i) Conductress—	
First year	5.85
Thereafter	8.80
(d) (i) Notwithstanding the preceding provisions of this subclause an adult conductress shall not be paid less, as ordinary rates of pay for the ordinary hours of work prescribed in this award, than the following amounts, namely—	
First year (per week)	41.30
Thereafter (per week)	44.25

(ii) Whenever the wage prescribed in this clause for a conductor is varied the corresponding wage for an adult conductress prescribed in subparagraph (i) of this paragraph shall automatically and concurrently be deemed to be varied to the same extent.

(iii) The wage payable to an adult conductress pursuant to the preceding provisions of this paragraph shall be the wage 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.

AGREEMENTS—INDUSTRIAL—Registered—

METAL TRADES.

(Australian Paper Manufacturers—Apprentices.)

INDUSTRIAL AGREEMENT.

No. 19 of 1968.

(Registered 26th November, 1968.)

THIS Agreement made in pursuance of the Industrial Arbitration Act, 1912-1966, this 1st day of October, 1968, between the Electrical Trades Union of Workers of Australia (Western Australian Branch); Coastal Districts Committee Amalgamated Engineering Union Assocation of Workers, (hereinafter referred to as "The Union"), of the one part and Australian Paper Manufacturers Ltd. (hereinafter called "the employer") of the other part, witnesseth that for the considerations hereinafter appearing, the parties hereto mutually covenant and agree to the one with the other as follows:—

1.—Title.

This agreement shall be known as the Metal Trades Apprentices (Australian Paper Manufacturers Ltd.) Agreement 1968.

2.—Arrangement.

1. Title.
2. Arrangement.
3. Area and Scope.
4. Term.
4A. Wages.
5. Apprentices.
6. Apprenticeship Regulations.

3.—Area and Scope.

This agreement shall apply to apprentices and shall have effect over the areas occupied and controlled by Australian Paper Manufacturers Ltd.

4.—Term.

The term of this agreement shall be for a period of one year from the date hereof.

4A.—Wages.

Basic Wage: (per week)	$
Males	33.50

5.—Apprentices.

(1) Apprentices may be taken to fitting, electrical fitting and scientific instrument making in the ratio of one apprentice for every two or fraction of two (the fraction being not less than one) journeymen and shall not be taken in excess of that ratio unless—

(a) the union concerned so agrees; or

(b) the Commission so determines after receiving a report from the appropriate Apprenticeship Advisory Board; or

(c) the Commission so determines pursuant to regulation 40(2) (a) of the Apprenticeship Regulations.

(2) 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 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.

(3) 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 aprenticeship 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.

6.—Apprenticeship Regulations.

The Apprenticeship Regulations made on the 30th January, 1964 are incorporated in and form part of this Agreement.

In witness whereof the parties hereto have hereunto set their hand and seals the day and year first hereinbefore written.

As witness the execution hereof the day and year first hereinbefore written.

Signed for and on behalf of Australian Paper Manufacturers Limited by its Attorneys under power of Attorney No. 144383.

E. R. BEATTIE,
Director.

J. D. BROOKES,
Director.

K. ADDISON,
Secretary.

The Common Seal of the Electrical Trades Union of Workers of Australia (Western Australian Branch) was hereunto after affixed in the presence of—

D. ALLEN,
Vice-President.

ROBT. W. FLETCHER,
[L.S.] Secretary.

The Common Seal of Coastal District Committee Amalgamated Engineering Union Association of Workers was hereunto after affixed in the presence of—

D. GOLDING,
President.

[L.S.] C. A. HOLLETT,
Secretary.

AGREEMENTS—INDUSTRIAL—

Variations of—

PLASTER WORKERS.

(Colonial Sugar Refinery.)

Agreement No. 2 of 1962.

INDUSTRIAL AGREEMENT.

No. 20 of 1968.

(Registered 5th December, 1968.)

THIS agreement made in pursuance of the "Industrial Arbitration Act, 1912-1966", this 7th day of November, 1968, between the Operative Plasterers and Plaster Workers' Federation of Australia (Industrial Union of Workers), Western Australian Branch, formerly known as the West Australian Fibrous Plasterers' Industrial Union of Workers (hereinafter called "the Union"), of the one part and the Colonial Sugar Refining Company Limited (hereinafter referred to as "the Company") of the other part: Witnesseth that for the considerations hereinafter appearing the parties hereto mutually covenant and agree the one with the other that the Industrial Agreement No. 2 of 1962, entered

into by the abovenamed parties on the 28th day of December, 1961, be and the same is hereby varied in the following manner:—

1. By deleting clause 10—Wages and inserting in lieu thereof the following:—

10.—Wages.

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

	$
(a) Basic Wage (per week)	33.50
(b) Adult Males (margin per week over basic wage):	
Plant Operator	7.60
Bagger	6.00
Washer	4.40
Front End Loader	9.25
Fork Lift Driver	8.45

(c) Special Loading:

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

By $1.95 per week if it is equal to or greater than 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.

In witness whereof the parties hereto have hereunto set their hands and seals the day and year first hereinbefore written.

The Common Seal of the Operative Plasterers and Plaster Workers' Federation of Australia (Industrial Union of Workers), Western Australian Branch, was hereunto affixed in the presence of—

D. F. S. LOVE,
President.

A. C. LEE,
[L.S.] Secretary.

Signed for and on behalf of the Colonial Sugar Refining Company Limited—

J. E. MAKINSON.

PUBLIC SERVICE ARBITRATION—

Agreements Filed—

State Public Service.

PUBLIC SERVICE PROFESSIONAL DIVISION (MEDICAL OFFICERS) SALARIES AGREEMENT, 1968.

No. 44 of 1968.

THIS Agreement, made pursuant to the provisions of the Public Service Arbitration Act, 1966 of Western Australia this 29th day of November, 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 (Medical Officers) 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 Medical Officers (being registered medical practitioners in the State of Western Australia) 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. Schools Medical Officer:	
First Year	7,120
Second Year	7,320
Third Year	7,620
Fourth Year	7,970
Fifth Year	8,270
2. Medical Officers, Grade 2:	
First Year	7,320
Second Year	7,620
Third Year	7,970
Fourth year	8,270
Fifth Year	8,570
3. Medical Officer, Grade 1; Regional Schools Medical Officer:	
First Year	8,970
Second Year	9,370
4. Senior Medical Officer (Epidemiology); Assistant Tuberculosis Physician; Pathologist, Public Health Laboratories	9,970
5. Physician, Occupational Health; Physician, Geriatrics; Tuberculosis Physician; Senior Medical Officer, Child Health; Medical Superintendent, Wooroloo	10,370
6. Director, Tuberculosis Branch; Physician in Charge, Occupational Health; Physician in Charge, Geriatrics; Head of Microbiology (Medical) Division, Public Health Laboratories; Head of Pathology Division, Public Health Laboratories; Assistant Principal Medical Officer	11,670

		$
7.	Director, Public Health Laboratories	12,070
8.	Deputy Commissioner, Public Health Department	12,570

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 twenty-first (21st) day of November, 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.
[L.S.]

State Public Service.

PUBLIC SERVICE PROFESSIONAL DIVISION (PLANNING OFFICERS) SALARIES AGREEMENT, 1968.

No. 43 of 1968.

THIS Agreement, made pursuant to the provisions of the Public Service Arbitration Act, 1966, of Western Australia this 29th day of November, 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 (Planning Officers) 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 Planning Officers 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 offices covered by this Agreement shall be as follows:—

Level.	Per Annum.
	$
1. Grade 3:	
First Year	3,560
Second Year	3,810
Third Year	4,080
Fourth Year	4,360
Fifth Year	4,640
Sixth Year	4,920
Seventh Year	5,200
Eighth Year	5,480
2. Grade 2:	
First Year	5,630
Second Year	5,780
Third Year	6,080
Fourth Year	6,400
3. Grade 1:	
First Year	6,720
Second Year	7,020
Third Year	7,320
4. Senior	7,970
5. Chief Planner	10,920

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 anunum.

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 an including the twenty-fifth day of November, 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.]
D. ALSTON, General Secretary.

State Public Service.

PUBLIC SERVICE PROFESSIONAL DIVISION (PSYCHIATRISTS) SALARIES AGREEMENT, 1968.

No. 42 of 1968.

THIS Agreement, made pursuant to the provisions of the Public Service Arbitration Act, 1966, of Western Australia this 22nd day of November, 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 (Psychiatrists) 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 Psychiatrists (being registered medical practitioners possessing an approved post graduate Diploma in Psychological Medicine) 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 offices covered by this Agreement shall be as follows—

Level.	Per Annum
	$
1. Psychiatrist:	
First Year	8,900
Second Year	9,200
Third Year	9,600
2. Consultant Psychiatrist	9,900
(a) Provided that appointment as Consultant Psychiatrist shall be subject to—	
(i) Existence of an establishment vacancy.	
(ii) A minimum of five years' experience as a Psychiatrist.	
(iii) Special experience in a particular branch of psychiatry.	
3. Deputy Psychiatrist Superintedent	10,500
4. Psychiatrist Superintendent	11,100

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 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—

R. M. CHRISTIE,

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.

ROY. A. PEMBER, Trustee.

D. ALSTON, Acting General Secretary.

STATE PUBLIC SERVICE.

PUBLIC SERVICE PROFESSIONAL DIVISION (VETERINARY SCIENTISTS) SALARIES AGREEMENT, 1968.

No. 37 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 (Veterinary Scientists) 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 in the Department of Agriculture as Veterinary Scientists on the permanent or temporary staff 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 offices covered by this Agreement shall be as follows:—

Level.		Per Annum:
		$
1.	Grade 3—	
	First Year	4,150
	Second Year	4,710
	Third Year	5,130
	Fourth Year	5.410
	Fifth Year	5,710
2.	Grade 2—	
	First Year	6,010
	Second Year	6,170
	Third Year	6,330
	Fourth Year	6,650
3.	Grade 1—	
	First Year	6,950
	Second Year	7,250
	Third Year	7,550
	Fourth Year	7,900
4.	Senior	8,500
5.	Assistant Chief Veterinary Surgeon	8,900
6.	Chief Veterinary Pathologist	9,900
7.	Chief Veterinary Surgeon	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.

[L.S.]

D. ALSTON, General Secretary.

PUBLIC SERVICE ARBITRATION ACT, 1966.
Forests Act Field Staff Agreement, 1968.
No. 45 of 1968.

THIS Agreement made pursuant to the provisions of the Public Service Arbitration Act, 1966, of Western Australia this 6th day of December, 1968, between the Civil Service Association of Western Australia, Incorporated, (hereinafter referred to as the Association) of the one part and the Conservator of Forests in Western Australia (hereinafter referred to as the Conservator) of the other part, witnesseth that the parties hereto mutually covenant and agree the one with the other as follows:—

1.—Title.

This Agreement shall be known as "The Forests Act Field Staff Agreement, 1968".

2.—Arrangement.

1. Title.
2. Arrangement.
3. Area and Scope.
4. Adjustment of Salary Rates.
5. Male Officers—Salaries.
6. Male Officers—Forest Guards and Forest Rangers.
7. Male Officers—Forest Assistants and Technical Assistants.
8. Female Officers.
9. Permanent Officers.
10. Temporary Officers.
11. Promotion.
12. Annual Increments.
13. Fire Duties.
14. Resident Officers.
15. Weekly and Daily Hours of Employment.
16. Leave.
17. Miscellaneous Allowances.
18. Payment for Use of Officer's Own Vehicle.
19. Status.
20. Maintenance of Salaries.
21. Copies of Agreement.
22. Term of Agreement.
Schedule A—Male Officers—Salary Levels and Grades.
Schedule B—Female Officers—Salary Levels and Grades.

3.—Area and Scope.

This Agreement shall apply to all Government Officers employed under the Forests Act 1918-64 who occupy positions on the field staff of the Conservator of Forests.

4.—Adjustment of Salary Rates.

The various salary rates expressed herein shall be automatically varied to conform to any variations which are made from time to time in the equivalent salary rates applying to officers covered by the Public Service (General Division Officers) Salaries Agreement, No. 1 of 1968. Any such variations shall apply from the date that the variations have been effected in respect to officers covered by that Agreement.

5.—Male Officers—Salaries.

(a) The salaries applicable to offices occupied by males shall be as indicated in Schedule A to this Agreement.

(b) In allocating salaries or salary ranges, in accordance with Section 12 of the Public Service Arbitration Act, 1966, the Conservator may amalgamate any two or more levels.

6.—Male Officers—Forest Guards and Forest Rangers.

Subject to the provisions of Clause 12:

(a) A Forest Guard shall progress annually through the salary range for Level F2 in Schedule A to this Agreement.

(b) On completion of twelve months' service on a salary at the maximum of Level F2 and on successfully completing an efficiency examination, a Forest Guard shall be retitled Forest Ranger and shall progress annually through the salary range for Level F3 in Schedule A to this Agreement.

7.—Male Officers—Forest Assistants and Technical Assistants.

Subject to the provisions of Clause 12:

(a) Forest Assistants (Juniors) and Technical Assistants (Juniors) may be paid the salary rates as set out in Level F1 in Schedule A to this Agreement.

(b) Forest Assistants Grade 3 and Technical Assistants Grade 3 shall progress annually through the salary range for Level F2 in Schedule A to this Agreement.

(c) On satisfactory completion of twelve months' service on a salary at the maximum of Level F2, and on successfully completing an efficiency examination, Forest Assistants Grade 3 and Technical Assistants Grade 3 shall be retitled Forest Assistants Grade 2 and Technical Assistants Grade 2 respectively and shall progress annually through the salary range for Level F3 in Schedule A to this Agreement.

8.—Female Officers.

(a) The rates of pay for typists shall be as indicated under Level F1 (F) in Schedule B to this Agreement. To qualify for these rates a "typist" must be engaged on effective typing duties for at least 50 per cent. of her time.

(b) The rates of pay for Laboratory Assistants and Technical Assistants shall be as indicated under Level F2 (F) in Schedule B to this Agreement.

(c) The rates of pay for Telephonists and Assistants shall be as indicated under Level F3 (F) in Schedule B to this Agreement.

(d) An adult female officer who is paid the rates prescribed for Level F2 (F) in Schedule B to this Agreement, and who is performing work of the same or a like nature and of equal value to a male officer, shall receive payment subject to the principles laid down by Ministerial circular from time to time.

9.—Permanent Officers.

With the approval of the Conservator, a person temporarily employed may be appointed to the permanent staff on the completion of six (6) months' service, provided a satisfactory report as to good conduct, diligence and efficiency is received from a Superintendent. Any such appointment will be subject to probation, medical examination and superannuation or insurance as provided for in the Public Service Act, 1904-66.

10.—Temporary Officers.

A temporary officer under this Agreement shall be paid at a rate of pay equivalent to the annual rate that would be payable under the provisions of this Agreement to a permanent officer engaged on duties of a similar nature and of equal responsibility.

11.—Promotion.

(a) Promotional examinations shall be conducted from time to time as provided in the Forests Act and Regulations.

(b) Every candidate shall be advised in writing by the Conservator of the results of such examination.

(c) The passing of the prescribed examination is a prerequisite for promotion to the following grades:—

Forest Ranger	Forest Assistant Grade 2	Technical Assistant Grade 2
Assistant Forester	Forest Assistant Grade 1	Technical Assistant Grade 1
Forester		Technical Officer Grade 2
District Forester		Technical Officer Grade 1

An officer who has passed the examination prescribed for promotion to the next higher level and who has been on the maximum of his level for twelve (12) months shall, whilst awaiting promotion receive an allowance of $60 per annum payable as from the first day of January subsequent to the date of the promotional examination or the date thereafter when he completes twelve (12) months' service on the maximum of his level, provided that any such officer who refuses promotion to a higher level shall not receive the allowance.

(d) A Forest Assistant Grade 2 shall be required to serve a period of not less than six (6) months in the field before becoming eligible for promotion to the rank of Forest Assistant Grade 1.

12.—Annual Increments.

Subject to good conduct, diligence and efficiency to the satisfaction of the Conservator, officers shall proceed from the minimum to the maximum of their classifications by annual increments according to the grades of such classifications.

13.—Fire Duties.

(a) Officers who are required to remain more or less continuously in districts during the fire season because of duties associated with fire control, and who are not in receipt of a salary exceeding Level F10 maximum or equivalent level per annum will receive in addition to one (1) week's extra leave, an allowance at the rate of eight dollars ($8) per week for each week they are on duties associated with fire control during the fire season of twenty-six (26) weeks commencing from and inclusive of the first pay period ending in November.

Provided that—

(i) the allowance shall be reviewed prior to 1st November in each year and adjusted in relation to movement in the salary of the Assistant Forester as follows: In assessing the adjustment weekly allowance the maximum salary for an Assistant Forester shall be divided by 4092 and multiplied by $8. The figure resulting shall be adjusted to the nearest ten cents;

(ii) *pro rata* fire leave may be granted to officers who are absent during any portion of the fire season;

(iii) the allowance will be reduced proportionately for all periods of leave provided that no reduction will be made for periods not exceeding two days;

(iv) the allowance may be terminated if an officer is transferred to duties not associated with fire control.

(b) Notwithstanding the provision of the fire duties allowance and one (1) week's fire leave in connection with the performance of fire control duties, additional leave in lieu may be granted for

recuperation purposes on the recommendation of the Divisional Forest Officer. Such additional leave must be taken within four (4) weeks of approval being granted by the Conservator.

(c) All officers, irrespective of their duties and of the special conditions stated, may be called upon to engage in actual fire suppression as required.

14.—Resident Officers.

A member of the field staff shall be required to be a resident at his district centre, unless otherwise approved by the Conservator.

15.—Weekly and Daily Hours of Employment.

Officers shall work forty (40) hours per week. This period will normally be worked over a five-day week of eight (8) hours per day.

16.—Leave.

The provisions of the Public Service Act, 1904-1966, and the regulations thereunder relating to long service leave, annual leave, sick leave and short leave will be applied to officers covered by this Agreement.

17.—Miscellaneous Allowances.

(a) Camping, district, travelling, transfer and removal allowances shall be paid at such rates as are applicable for officers under the Public Service Act, 1904-1966.

(b) Higher duties allowance shall be paid when relieving a higher paid officer as provided from time to time in the relevant agreement between the Public Service Commissioner and the Association, or Award of the Public Service Arbitrator.

18.—Payment for Use of Officer's Own Vehicle.

When the payment of an allowance has been approved by the Conservator for officers required to maintain a vehicle for regular use on official business, the rate of payment will be as provided for under the Public Service Allowances (Motor Car Hire) Agreement 1968 or any variations thereto.

19.—Status.

An officer covered by this Agreement shall not lose status except for incompetence, inefficiency or misdemeanour.

20.—Maintenance of Salaries.

Nothing in this Agreement shall lower the rate of salary any officer was in receipt of at the coming into force of this Agreement.

21.—Copies of Agreement.

Every officer shall be entitled to have access to a copy of this Agreement. Sufficient copies shall be available in each outstation for this purpose.

22.—Term of Agreement.

This Agreement shall operate as from and including the 6th day of December, 1968, and shall remain in force for a period of three (3) years, provided that at any time after the expiration of the first twelve months from the operative date of this Agreement or after 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 or approach the Public Service Arbitrator for an amendment to this Agreement.

In witness whereof the parties thereto have hereunto set their hands and seals the day and year first before written.

The Common Seal of the Civil Service Association of Western Australia (Incorporated) was hereunto affixed in the presence of—

J. R. FLETCHER,
R. A. PEMBER,
Trustees.

[L.S.] D. ALSTON,
Acting General Secretary.

The Common Seal of the Conservator of Forests of Western Australia was hereunto affixed in the presence of—

E. S. BUDD,
Secretary (Forests Department).

[L.S.] A. C. HARRIS,
Conservator of Forests.

Schedule A—Male Officers.
Salary Levels and Grades.

	Per Annum $
F1 (Juniors):	
17 year of age	1,524
18 years of age	1,802
19 years of age	2,124
20 years of age	2,357
F2:	
First year	2,522
Second year	2,622
Third year	2,732
Fourth year	2,852
F3:	
First year	2,972
Second year	3,092
Third year	3,222
Fourth year	3,362
Fifth year	3,502

	Minimum per annum $	Intermediate per annum $	Maximum per annum $
F4	3,647	—	3,787
F5	3,942	—	4,092
F6	4,252	—	4,412
F7	4,572	—	4,732
F8	4,897	—	5,057
F9	5,227	5,397	5,572
F10	5,752	—	5,937
F11	6,122	—	6,312
F12	6,502	—	6,692
F13	6,887	—	7,077

Schedule B—Female Officers.
Salary Levels and Grades.

Level F1 (F)—Typists:	Per Annum
Age or Year of Adult Service—	$
15 years of age	1,108
16 years of age	1,199
17 years of age	1,348
18 years of age	1,534
19 years of age	1,702
20 years of age	1,863
21 years of age or first year of adult service	2,100
22 years of age or second year of adult service	2,200
23 years of age or third year of adult service	2,270
24 years of age or fourth year of adult service	2,340
25 years of age or fifth year of adult service	2,420

Level F2 (F)—Laboratory Assistants and Technical Assistants:	Per Annum
Age or Year of Adult Service—	$
15 years of age	1,085
16 years of age	1,173
17 years of age	1,319
18 years of age	1,506
19 years of age	1,671
20 years of age	1,835
21 years of age or first year of adult service	2,056
22 years of age or second year of adult service	2,151
23 years of age or third year of adult service	2,231
24 years of age or fourth year of adult service	2,311
25 years of age or fifth year of adult service	2,391

Level F3 (F)—Telephonists and Assistants:	Per Annum
Age or Year of Adult Service—	$
15 years of age	976
16 years of age	1,111
17 years of age	1,204
18 years of age	1,349
19 years of age	1,536
20 years of age	1,749
21 years of age or first year of adult service	1,910
22 years of age or second year of adult service	2,020
23 years of age or third year of adult service	2,210
24 years of age or fourth year of adult service	2,200

COMPULSORY CONFERENCES—

Australian Society of Engineers Union and Co-operative Bulk Handling Ltd.

No. 362 of 1968.

A COMPULSORY conference was held before the Chief Industrial Commissioner, Mr. B. M. O'Sullivan, at Perth on 10th October, 1968, at 2.15 p.m.

Present:

Messrs. M. A. Jahn and J. Lowrie for the union; and Messrs. G. W. Jones, F. J. Brearly and J. Petrie for the employer.

The conference was called at the request of the union made by letter concerning a dispute over the payment of "reasonable allowance" to workers required to travel and work in the country away from their depot on maintenance work on bulk handling equipment.

Mr. Jahn explained to the conference that the workers concerned in this dispute are members of his union employed as members of maintenance gangs of the employer's work force.

Each of the three gangs consists of four workers and is located at the Company's workshop at Spearwood.

Each gang is supplied with a unit consisting of a prime mover vehicle hauling a semi trailer. The semi trailer is divided into two compartments; the one at the rear forming a workshop and the one at the front forming a living compartment for the gang. In this living compartment there are four bunks and a gas stove and gas refrigerator. Cupboards are built into the unit. The Company supplies cooking utensils and mattresses.

The workers are required to make tours into the country areas and carry out maintenance work on the Company equipment at grain bins. Each tour is for a period of twelve days and the workers are paid $1 per day "away from home allowance." The workers are required to supply their own blankets and linen and purchase their food and buy gas for the stove and refrigerator.

The complaints of the workers are not primarily directed against the type of accommodation but concern principally the amount of the allowance paid, viz. $1 per day. They claim that $1 does not amount to a "reasonable allowance" as prescribed in the Metal Trades (General) Award.

It was submitted to the conference on behalf of the Company that the workers all received wages far in excess of those paid to tradesmen assistants or labourers and that those excess rates were assessed in view of the fact that the workers are required to work for periods of 12 days away from home. It is the practice that the gang spends 12 days away and then has nine days working at the home depot before the next tour of 12 days away from home.

The Company representatives described to the conference that other workers, employees of the Company subject of the Country Sidings Award, are paid "away from home allowance" at the rate of $6.50 per week or $1 per day and that salaried officers when away from home receive $1.20 per day when travelling in a caravan.

It was submitted by the representative for the Company that the provisions of the Metal Trades' Award do not apply to those workers and that they are properly covered by the Country Sidings Award. This submission was not acceptable to the union representatives.

The Chief Commissioner adjourned the conference and with the parties to the conference carried out an inspection of the existing type of accommodation afforded to workers in the forward part of the semi trailer and examined plans of a trailer caravan which it is intended will be supplied following the completion of the grain receiving period next summer.

The conference resumed on the 22nd October and the Chief Commissioner expressed his opinion that the existing accommodation afforded in the semi trailer units was not satisfactory but that he believed that the proposed new caravans would afford appropriate accommodation to the workers. The Chief Commissioner suggested that the Company should consider supplying gas free of charge for the running of the refrigerators and fuel for the gas stoves in each of the units.

He intimated further that he believed it is reasonable to expect the Company to supply blankets for the workers' use and to inspect and bring up to a proper standard the cooking utensils supplied to each unit.

The parties were not able to come to any agreement as to the amount of the "away from home allowance" and the conference was further adjourned for the Commissioner to give further consideration to the question of "reasonable allowance."

The Chief Commissioner then gave consideration to the question and concluded that in the circumstances of these workers and regard being had to the nature of the accommodation and facilities provided and in view of the fact that different conditions will apply upon the introduction of the proposed caravan accommodation, the sum of $1.40 per day should be paid by way of allowance when working away from home in their job as previously described.

In accordance with the expressed suggestions and conclusions the Chief Commissioner recommended that the Company—

(a) supply gas, free of charge, for the running of refrigerators and gas stoves supplied to the workers;

(b) supply, free of charge, blankets for the use of the workers in the accommodation supplied;

(c) through a responsible officer inspect and bring up to a proper standard the cooking utensils supplied to the workers;

(d) pay the workers the sum of $1.40 per day "away from home allowance."

The recommendations made affect only the workers referred to in the conference.

It was further recommended that the parties confer upon standards of accommodation and location of that accommodation when new units are introduced and thereupon determine the rate of allowance to be paid to the workers in the new circumstance.

The conference was concluded.

Boilermakers Union and Tomlinson Steel Pty. Ltd.

No. 404 of 1968.

A COMPULSORY conference was held before the Chief Industrial Commissioner, Mr B. M. O'Sullivan, at Perth on the 15th day of November, 1968.

Present:

Messrs G. Grenfell, D. Taggart and T. Nemeth for the Society; and

Messrs S. Carter and A. Mordaunt for the employer.

The conference was called at the written request of the society and concerned the dismissal of a worker, member of the society, and for the reason stated in the society's letter of "allegdedly not working hard enough".

The representatives of the society undertook to accept any decision or recommendation made by the Chief Commissioner.

The representative of the employer advised the conference that the employer was not prepared to accept any recommendation of the conference because the employer was acting completely within the terms of the award and the worker had been given appropriate notice and any monies due to him would be paid in full.

The conference was informed by the employer's representative that the society members had acted unlawfully in that they had imposed a ban on overtime at the employer's works.

After general discussion by the parties to the conference the Chief Commissioner informed the conference that he did not have the jurisdiction to make a recommendation in this matter and that he considered the employer had not committed any unlawful act and had acted in observance of the award provisions. He said he suspected that the society members had imposed an unlawful ban of overtime and suggested that any prospective or current ban be discontinued.

The conference concluded.

Co-operative Bulk Handling Limited and Australian Workers' Union, Westralian Branch, Industrial Union of Workers.

No. 420 of 1968.

A COMPULSORY conference was held before Mr. Commissioner D. E. Cort on the 18th November 1968 at Perth.

Present:

Messrs. G. H. Jones, P. C. Bird and J. Petrie, representing Co-operative Bulk Handling Limited.

Messrs. J. Keenan, R. Booth, L. Goodchild, J. Clayton and G. Allen, representing the Australian Workers' Union, Westralian Branch, Industrial Union of Workers.

THE conference was called at the request of Co-operative Bulk Handling Limited and concerned a restriction on the working of overtime and a refusal to work in a section of the North Fremantle Grain Terminal known as the Shell Annexe.

The conference was informed that workers (members of the A.W.U.) had resolved to refuse overtime between 3.30 p.m. and 5.30 p.m. unless guaranteed payment for a period of two hours on all occasions, on any day, and not to work in the Shell Annexe unless a dust allowance of 10 cents per hour was paid for work therein.

It was submitted by the union that considerable negotiations had taken place before this action had been taken by the men but without satisfaction. It appeared to the men that the only method of obtaining a speedy settlement of the dispute was to place a limitation on the work in an endeavour to force the company to consider the claim.

The Commissioner stated that the men should work in accordance with the award and remove any restriction on overtime, and if it was felt that work

in the Shell Annexe was such that an extra allowance should be paid and if a dispute still existed with the employer, an application should be made for a Board of Reference to determine the matter.

The Commissioner also suggested that in view of the disputes which had arisen between the parties in the past consideration should be given to replacing the present award or at least seeking an amendment to the existing award.

The conference concluded.

(Subsequently the union advised that the resolution had been rescinded.)

Midland Junction Abattoir Board and Meat Industry Employees' Union.

No. 403 of 1968.

A COMPULSORY conference was held before the Chief Industrial Commissioner, Mr. B. M. O'Sullivan, on Thursday, 14th November, 1968, at 11.15 a.m. at Midland.

Present:

Messrs L. E. Boylan, R. Bosward, R. Manning, F. Bloomfield, representing the Midland Junction Abattoir Board; and

Messrs D. Beaton and N. Everett, representing the union.

The conference was called at the request of the Management of the Abattoir and concerned a stoppage of work by union members employed as boners in the mutton section of the Board's works.

The conference was informed that at about 8.00 a.m. the manager was informed that boners were not carrying out their duties as they claimed that the sheep were too hard to bone due to chilling and that the boners required payment of twice the ordinary rate for carcases under 64 lb. and for twice the rate and a half for carcases over 64 lb., otherwise they would not bone the carcases.

With his supervisor, the manager inspected the sheep put up for boning and the supervisor expressed the opinion that they were suitable for boning and the representative of the workers was so informed. A little time later Mr. Penn, a union organizer, informed the manager that the men were not prepared to bone the carcases unless the extra penalty was paid. Mr. Beaton, the assistant secretary of the union, attended the works and held a discussion with the manager and he was told that the additional penalty rate would not be paid.

The sheep in question had been put up to the men for boning on Wednesday, 13th, and they had protested against them. The supervisor had inspected and found the protest warranted in that the sheep were heavy and too hard for boning due to chilling and he withdrew those sheep from the workers, put them aside, not in the chiller, and put them up again on the 14th.

The conference was informed that the long standing practice has been for the sheep to be taken out of the chillers and left hanging the night before they are to be boned.

The representatives of the union informed the conference that the workers had found the sheep too heavy and consequently too hard in the fat to bone at an ordinary rate of work and they required additional rates for the sheep and they further required payment for time lost during the dispute that day.

Mr. Beaton explained the situation, as it presented itself to the workers, was that in the case of these heavy and too hard sheep, the workers were not able to complete the tally requirement within the time they were accustomed, which was about 6 hours' required minimum working time, regard being given to the circumstances of quality, presentation and safety in the work performed.

Mr. Beaton agreed with the suggestion put to the conference that it would be surprising to find the carcases still "too hard" after hanging out for the extended time as was the case in this instance.

The conference was informed that the requirements of the Department of Primary Industry prescribed the temperature at which the boning room was to be maintained and the temperature which a carcase must not exceed at the time it is boned and that both the management and the workers were obliged to abide by those requirements.

In addressing the conference, the Chief Commissioner said that he could not accept as correct the claim of fact that the carcases were too hard. He said he had paid regard to the statement that the experienced supervisor, Mr. Bloomfield, had examined the carcases and declared them satisfactory and the added fact that these particular carcases had been hanging out for a period of 24 hours longer than the usual overnight period.

The Chief Commissioner pointed out that the requirements of the Department of Primary Industry were known at the time of the fixing of the rates in the award and there had been no application to the Commission to vary the rates.

Upon a review of the matter brought to the conference, the Chief Commissioner said he believed the stoppage was not warranted and he recommended to the union officials that they counsel the members to return to work forthwith and that these officials attend with the supervisor, Mr. Bloomfield, and inspect the subject carcases. He said he would not recommend to the management that the boners be paid for the time lost by the stoppage but he did recommend that, where other workers had lost time due to the action of the boners, an inquiry be made and those workers be paid for the time lost.

The Chief Commissioner recommended that union officials confer with the management and endeavour to ascertain a method whereby the rigidity of the fat of the carcases can be determined with the view of avoiding any further stoppage arising out of this question of hard fat.

The conference was concluded.

Transport Workers' Union and Fremantle Port Authority.

No. 331 of 1968.

A COMPULSORY conference was held before the Chief Industrial Commissioner, Mr B. M. O'Sullivan, at Perth on the 26th day of September, 1968, at 2.15 p.m.

Present:

Messrs A. Bennett, G. Bull, R. Johnson, M. Chamberlain and C. Woodlands for the union;

Messrs L. Maxted and J. Sullivan for the Foremen Stevedores' Union; and

Mr L. Robertson for the Fremantle Port Authority.

The conference was called at the request of the Transport Workers' Union and concerned a dispute which had occurred following complaints by the union as noted:—

(1) Foremen driving vehicles—work that should be performed by T.W.U. members.
(2) Foremen effecting deliveries that should be effected by T.W.U. members.
(3) Payment of wages to persons coming from other sections to perform T.W.U. duties.
(4) The Straddle Truck rates of wages only being paid at the rate within a yard yet working in conditions equal to an open road.

It was the contention of the union that all driving and delivery work on the wharf should be allocated to T.W.U. members.

As to (1) it was submitted on behalf of the union that the foremen stevedores had recently been supplied with two motor trucks and that foremen were driving those trucks and carrying material. The task of driving vehicles to carry the material had previously been undertaken by a member of the T.W.U. and that driver had been required, as part of his duties, to cart rubbish removed from sheds and to deliver unclaimed cargo to the Port Beach sheds.

The Port Authority representative admitted the facts as claimed by the union in this aspect but pointed out that the driving performed by the stevedores was covered by the constitutional right under the terms of the Rules of their union. The task of carrying the rubbish and delivering unclaimed cargo to Port Beach has not been taken away from T.W.U. workers and it is not intended that it should be removed.

The representatives of the Foremen Stevedores' Union informed the conference that they had no intention of infringing the rights of workers from other unions but that members of the Foremen Stevedores' Union were given constitutional power to drive motor vehicles for the purpose of carting to or from the wharves any gear used in stevedoring operations. The representatives assured the Transport Workers' Union representatives that foremen stevedores would not drive motor vehicles in the job for any purpose other than that which was within the constitution of their own union.

The second matter of complaint concerned the driving of vehicles by foremen, other than foremen stevedores, and carting materials and packages for delivery in their vehicles. It was said on behalf of the Port Authority that the foremen about whom this complaint is made are either building trades or metal trades foremen and that the instances of complaint have been investigated and particulars requested but those instances have been found to be very rare occurrences and were acts done without authority. Mr. Robertson gave an undertaking that instructions would be given again that any such practice must cease.

The third matter of complaint concerned the using of two fitter's assistants for the task of refuelling forklifts and a mobile crane. It was disclosed at the conference that it has been the practice for a fuel tank to be taken to a selected spot along the wharf and the fitter's assistants bring the forklift vehicles and the crane to the fuelling point and then carry out the fuelling of the vehicles and return them to their work position. The vehicles are used in the work of the waterside workers and driven by members of that union. It is claimed in this case that the persons used in driving the forklifts and the crane to and from the fuelling point should be T.W.U. drivers. The representative of the Port Authority advised the conference that the workers used for the task were metal trades' workers and the substantial and major part of their employment is governed by Metal Trades Awards. It was further disclosed to the conference that the question of the fitter's assistants performing the fuelling work and driving the machines for that purpose was the subject of discussions to be held with the Metal Trades Unions. The Chief Commissioner suggested to the representatives of the union that they hold conversations with the appropriate Metal Trades Unions concerning the performance of the duties.

The fourth matter of complaint concerned the rates paid to the driver of the "straddle" truck. It was submitted that the areas in which the truck was used within the boundaries of the Authority's property were, in many cases, as busy and hazardous in a traffic condition as the open public roads. It was suggested that the roadway from the Authority fence and proceeding along past Port Beach and up to the Cable Station was considered as Authority roadway.

Mr Robertson informed the conference that the driver was paid in accordance with the award when driving in the Authority property and if any higher rate were sought, then the proper course is to apply for an amendment of the award. He undertook to have a definition of Authority Areas forwarded to the union.

The Chief Commissioner suggested that the areas be defined as those within the confines of the Authority fences and that the rate for "open road" driving be paid for driving outside the fences.

The conference was concluded.

West Australian Newspapers Ltd. and Printing and Kindred Industries Union, Western Australian Branch, Industrial Union of Workers.

No. 426 of 1968.

A COMPULSORY conference was held before Mr. Commissioner E. R. Kelly at the Western Australian Industrial Commission, 638 Murray Street, West Perth, on 27th November, 1968.

The conference was requested by the company with regard to the conditions and coverage required for the operation of computerised typesetting.

BOARDS OF REFERENCE—SPECIAL—

Long Service Leave—

FURNITURE TRADES.

Award No. 6 of 1960.

(Claim by John Terrence Forrester against John Kooperman Pty. Ltd. for pro rata Long Service Leave.)

In the matter of Award No. 6 of 1960 (Furniture Trades), and in the matter of a claim for *pro rata* long service leave thereunder.

Before Messrs. R. Bowyer, Chairman; G. J. Martin, Employers' Representative; and L. E. Hearle, Workers' Representative.

Decision.

1. A claim herein was made under subclause 3 (3) (iii) of the Long Service Leave Clause of the abovementioned Award by John Terrence Forrester

against John Kooperman Pty. Ltd., furniture manufacturers in connection with a period of service commencing on the 3rd October, 1955, and terminating on the 14th June, 1968, a period of twelve completed years. There is no dispute as to the length of service.

2. The claimant alleges that he terminated his employment after giving notice before commencing work on Monday, the 10th June, 1968, on account of sickness or of injury. His occupation was that of a french polisher and we were told that his work involved a considerable amount of bending and shifting of articles of furniture including wardrobes. Medical certificates produced from Dr. P. Barnes and Mr. P. Ingram Cromack indicated a long history from the year 1960 of a back complaint diagnosed as a protrusion of a lumbar invertabral disc with an indication of sciatica as a direct result of the protrusion. Both certificates, that of Dr. Barnes dated the 6th August, 1968, and that of Mr. Cromack dated the 9th September, 1968 (obtained after the termination of employment at the instigation of the Furniture Trades Union) expressed opinions that work which Forrester was doing with this employer was such that should be avoided as possibly likely to worsen his back condition.

3. Dr. Barnes had seen Forrester at his home on Monday, 3rd June, 1968 (a public holiday), and he found Forrester in quite severe pain and unable to rise from his bed. All spinal movements seemed to be severely limited and he administered Pethedine and Butazolidine. Mr. Cromack saw Forrester in July, 1968, and found that the back pain had largely eased off and there was a good range of spinal movement.

4. After notice had been given, the union had obtained employment for Forrester with Loton Chair Works with whom he started on the 17th June, 1968. We were told that the new employment comprised work in a much lighter category with no necessity for work in a bent position.

5. Forrester had had very little time off from his previous employment on account of his back complaint and he had been working considerable overtime for some time prior to the attack which he suffered on the 3rd June, 1968. He had attended work as normal on the next day, although he was taking pain killers as prescribed and had received injections. He was given assistance in his work on that day which he did not deem necessary and the worker concerned was removed the next day at his instigation. He had been required to wear a special corset since 1961.

6. Forrester said that he gave notice about 7.30 a.m. on the 10th June, 1968, and that he gave as a reason that he felt he had to obtain lighter work. He had talked it over with his wife during the week-end and it was decided that she would find work because of his likely lesser earnings. Mrs. Forrester confirmed this and said that her husband had said he could not carry on any longer and that he would have to find a lighter job. She said her husband had been cross and irritable for some time but that those problems now seemed to have cleared. She could not understand how he had been able to walk to the bus on the morning after his last attack even after the amount of tablets taken to ease the pain.

7. Mr. Kooperman, called for the respondent, referred to an episode on the Friday evening, the 7th June, 1968, when Forrester had complained about the foreman interfering into his private affairs. Mr. Kooperman said that Forrester told him that if he (Kooperman) didn't speak to the foreman and tell him to mind his business he (Forrester) would give notice. Kooperman was prepared to concede that when notice was given on the Monday morning Forrester said in effect that the reason was to find lighter work. Some prominence was given to a refusal by Forrester to teach a new employee his duties but there does not seem much relevance in this.

8. Kooperman had known for some time of Forrester's back condition and he had supplied a number of trolleys so that large articles of furniture could be easily shifted about without strain. For some reason it appears that Forrester did not use the trolleys.

9. Generally there does not appear to be any great divergence in the overall evidence. Forrester frankly deposed as to long hours of work, non-use of equipment designed to lighten his work, his insistence in reporting for work following a bad attack on the Monday holiday (despite an offer by the employer to take time off) and his refusal to continue the aid of another worker. This evidence would appear most unusual in view of the nature of this claim. I would gather that he was a most conscientious worker and a tradesman who was zealous in the performance of his duties.

10. However, when he gave notice he had made no arrangements for another job and he eventually accepted a position paying much less than his previous employment and his notice followed very quickly after a severe attack of back trouble. Perhaps the trouble with the foreman on the Friday hastened his decision but it is quite clear that if he *bona fide* terminated his employment on account of illness the existence at the time of other facts which made termination of services agreeable to him is irrelevant.

11. It has been necessary in this case to give a great deal of thought as to whether, on a balance of probabilities, a satisfactory case has been made out. I believe, however, that the evidence of Mrs. Forrester as to what was arranged on the Sunday between herself and her husband as to her finding a job on the basis of his termination of his employment for the reason stated and her evidence as to his condition during the preceding week has the effect of tipping the balance of probabilities in favour of the granting of the application and I would so decide.

12. Mr. Hearle agrees and Mr. Martin dissents so that by a majority decision the claim will be allowed.

Dated at Perth the 11th day of December, 1968.

R. BOWYER,
Chairman.

UNIONS—

Amendment of Rules—

ELECTRICAL TRADES 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 3rd day of December, 1968, in the matter of an application by the Electrical Trades

Union of Workers of Australia (Western Australian Branch) Perth, to amend its rules, I have this day registered such amendment 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 9th day of December, 1968.

R. R. ELLIS,
Assistant Registrar.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

File No. 30 of 1949.

In the Matter of the Industrial Aribtration Act, 1912-1968, and in the matter of an application by the Electrical Trades Union of Workers of Australia (Western Australian Branch) Perth, for amendment of its rules.

HAVING read the application herein and having heard Mr. E. H. Smith on behalf of the applicant union, 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 accordance with the following schedule.

Dated at Perth this 3rd day of December, 1968.

By the Commission in Court Session,

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

Schedule.

Rule 25.—Entrance Fees and Contributions: Delete this rule and insert in lieu thereof—

25.—Entrance Fees and Contributions.

A. Entrance Fees.

(i) Male applicants for membership receiving minimum adult Award rates shall pay an entrance fee of two dollars ($2), but such payment shall not be a condition precedent to membership.

(ii) Re-Entrance: Any person who has left the Union and desires to rejoin shall be re-admitted only by resolution passed by a two-thirds majority of the members present at a State Council Meeting, and shall pay such re-entrance fee as the State Council may decide, provided that such re-entrance fee shall not exceed the sum of fifty dollars ($50). Provided further that members who have left the Union and who were in good standing with the Union on their resignation shall not be charged entrance fee.

B. Contributions.

(i) Adult males receiving forty-five dollars ($45) or more per week—nine dollars ($9) per half year or sixteen dollars ($16) per annum.

(ii) Adult males receiving less than forty-five dollars ($45) per week—seven dollars ($7) per half year or thirteen dollars ($13) per annum.

(iii) Adult females three dollars ninety cents ($3.90) per half year or six dollars eighty cents ($6.80) per annum.

(iv) Juniors two dollars ninety cents ($2.90) per half year or five dollars thirty cents ($5.30) per annum.

(v) Apprentices shall be eligible for membership without payment of contributions except during the last three (3) years of apprenticeship, when the rates herein prescribed for juniors will apply. Apprentices receiving tradesmen's rates shall pay the same rate as tradesmen.

All contributions shall be payable in advance.

C. Annual Subscriptions.

(i) A member who is financial for the preceding year may, during the months of January and February, pay the subscription for the current year at the annual rate herein prescribed.

(ii) The annual subscription rate shall only apply to the current calendar year, and all subscriptions paid, except as prescribed in the preceding paragraph, shall be at the half yearly rate.

D. Journal.

(i) The union may own and control a trade journal or newspaper. The Secretary or Publicity Officer appointed by the Union shall conduct the journal or newspaper and shall receive and disburse all moneys appertaining to the business administration of the paper. Each member shall pay thirty cents (30c.) per member half yearly to defray the cost of production and distribution of the journal or newspaper, such contributions to be contributions due to the Union and to be collected by the Secretary. The journal shall be known as "Live Wire," issues shall be made not less than one (1) per quarter and all copies posted to the private addresses of members and contributors regularly. Thirty cents (30c.) per half year paid in accordance with this rule shall be set apart for the journal and be separately accounted for in the Annual Balance Sheet and be duly audited.

(ii) All subscriptions are payable in advance, and the rates set out in the preceding subclause include members' "E.T.U. News" subscriptions.

E. All subscriptions, fines, levies, fees or dues may be paid by any member to any of the authorised collectors or to the Secretary of the union or Sub-Branch or the agent for the district to which the member is attached, but to no other person or member. No receipts shall be valid unless given under and on the form prescribed by the union.

F. All financial members may be issued with an O.K. card showing the date to which they are financial.

REFERENCES OF INDUSTRIAL DISPUTE—

Joinder of Party—

AMALGAMATED ENGINEERING UNION AND FREMANTLE PORT AUTHORITY AND OTHERS.

Reference No. 42 and 48 of 1968.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION

No. 438 of 1968.

In the matter of References of Industrial Dispute Nos. 42 and 48 of 1968, and in the matter of an application by the Coastal District Committee Amalgamated Engineering Union Association of Workers to be joined as a party to the said references.

HAVING heard Mr. J. H. Mutton on behalf of the applicant union, Mr. M. Jahn on behalf of the Australasian Society of Engineers' Industrial Union of Workers, Western Australian Branch, Mr. R. Fletcher on behalf of the Electrical Trades Union of Workers of Australia (Western Australian Branch), Perth, and Mr. J. Collins on behalf of Fremantle Port Authority, the respondents named in the said application, 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, 1912-1968, and in pursuance of the powers contained in section 71 (i) of the said Act, do hereby direct—

That the abovementioned applicant union be joined as a party to References of Industrial Dispute Nos. 42 and 48 of 1968 between the Australasian Society of Engineers' Industrial Union of Workers, Western Australian Branch, Electrical Trades Union of Workers of Australia (Western Australian Branch), Perth and Fremantle Port Authority and be named as an applicant therein.

Dated at Perth this 5th day of December, 1968.

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

COAL INDUSTRY TRIBUNAL—

AWARDS—Amendment of—

COLLERIES STAFF.

Award No. 62 of 1955.

MINING ACT, 1904-1965.

Part XIII, Division I.

Before the Western Australian Coal Industry Tribunal, Held at Collie.

Application No. 15 of 1967.

Between the Australian Colleries Staff Association Industrial Union of Workers, W.A. Branch, Applicant, and Griffin Coal Mining Co. Ltd., and others, Respondents.

Application for 35-hour Working Week.

Order.

THE Tribunal hereby awards, orders and prescribes that Award No. 62 of 1955 of the W.A. Coal Industry Tribunal, as amended, be further amended in the following manner:—

1. Clause 5—Wages: Delete subclauses (a) and (b) of this clause and insert in lieu thereof:—

		$
(a)	Basic Wage (per week):	
	Males	33.50
	Females	25.13
	Division "A".	
(b)	Rates (Total rate per week of 36¼ hours):	
(1)	Undermanager—	
	(a) At mines producing less than 300 tons of coal per day	80.80
	(b) All others	87.55
(2)	Open Cut overseer	80.80
(3)	Engineer Electrician	80.80
(4)	Engineer	80.80
(5)	Electrician	80.80
(6)	General Surface foreman (as now employed)	72.25
(7)	Mine Surveyor	76.95
(8)	Chief Clerk	77.70
(9)	Purchasing and Stores Control Officer (Appointed as such)	77.70
(9A)	Clerk in Charge of Payroll (R. Tanian as appointed)	76.60
	Division "B".	
(10)	Surveyors Assistant—	
	Between 21 and 22 years	46.38
	Between 22 and 23 years	47.92
	Between 23 and 24 years	49.52
	Between 24 and 25 years	51.69
	At 25 years of age	52.52
(11)	Weight Clerk	55.09
(12)	Load Assessor	52.65
(13)	Screen and Surface Overseer	55.09
(14)	Railway Overseer	55.09
(15)	Senior Clerk (Clerk in Charge)	57.50
(16)	Adult Male Clerk (including Telephone Assistants and messengers) where such employees do clerical work—	
	(a) Between 21 and 22 years	46.50
	(b) Between 22 and 23 years	48.06
	(c) Between 23 and 24 years	49.66
	(d) Between 24 and 25 years	51.83
	(e) At 25 years of age	52.65
	(f) 7th year of service in the Coal Mining Industry performing work as adult	55.09
(17)	Employee engaged as ambulance man—50 cents per week in addition to the wage applicable to his classification.	
(18)	Stores Clerk (Central Stores)	55.09
	Division "C".	
(18A)	Adult Female—Pay Roll. Ledger Machine operator (performing clerical work)—	
	(a) Between 21 and 22 years	35.16
	(b) Between 22 and 23 years	36.18
	(c) Between 23 and 24 years	37.30
	(d) Between 24 and 25 years	39.13
	(e) At 25 years or more years of age	39.74
	(f) 7th year of service as adult	41.60

	$
(19) Adult Female Clerk (including telephone assistants and messengers where such employees do clerical work)—	
(a) 1st year of service as adult	33.61
(b) 2nd year of service as adult	33.61
(c) 3rd year of service as adult	34.41

Division "D".

(b) Rates (Per cent. of male basic wage and total rate per week):

(20) Junior Male Clerk (including telephone assistants and messengers where such employees do clerical work)—	
(a) Up to 17 years of age (62%)	20.77
(b) Between 17 and 18 years of age (73%)	24.46
(c) Between 18 and 19 years of age (88%)	29.38
(d) Between 19 and 20 years of age	35.27
(e) Between 20 and 21 years of age	38.05

Division "E".

Per cent. of female basic wage and total rate per week:

(21) Junior Female Clerks—	
(a) Up to 17 years of age (62%)	15.58
(b) Between 17 and 18 years of age (73%)	18.34
(c) Between 18 and 19 years of age (88%)	22.11
(d) Between 19 and 20 years of age	26.53
(e) Between 20 and 21 years of age	28.54

Division "F".

(22) Casual Clerks: Casual Clerks may be employed at an hourly rate for a lesser period than two weeks and shall be paid whilst so employed 25% in addition to the rates prescribed in Divisions "B," "C," "D," or "E" hereof with a minimum engagement of 4 hours.

Clause 8—Hours: Delete subclause (1) and insert in lieu thereof:

8. Hours.

(1) The working week shall consist of thirty six and one quarter hours to be worked in five shifts of seven and one quarter hours between Monday and Friday inclusive (inclusive of one half hour for meal time).

8A. Hours: (contd.) Delete this caluse and insert in lieu thereof:—

8A. Hours: (contd.)

(1) The base tonnage output for each mine shall be that existing at the date of this amendment.

(2) The number of workers comprising the work force for each mine as well as the base tonnage output may be varied from time to time by mutual agreement.

(3) In arriving at the amount of coal produced in any fortnightly period, allowances shall be made for holidays and such contingencies as are agreed upon between the parties to this Award.

(4) Where a Saturday shift is worked for the purpose of making up production losses due to any of the causes referred to in subclause (3) hereof, or caused by abnormal breakdowns fire, flood and like emergencies, or where workers are called back on a Saturday for special duties, the ordinary provisions of the award relating to work on Saturdays shall apply.

(5) The provisions of the extra-award agreements annexed hereto as appendiced "A" and "B," (at page 105 to 112) as already varied by mutual agreement between the parties, shall prevail where this clause is silent; provided that such agreements may be further varied from time to time by mutual agreement.

(6) Failing agreement between the parties to this award upon any matter arising out of this clause, the matter in dispute may be determined by the W.A. Coal Industry Tribunal.

Clause 10.—Sunday and Holiday Work: In subclause (iii) delete the words and figures one-sixth and 1/6th and insert the words and figures "one-fifth" and "1/5th."

Clause 11.—Annual Leave:

(1) In subclauses (a), (i), (e) and (g) delete the words or figures twenty-eight or 28 wherever occurring and insert in lieu thereof "twenty-six days or five weeks and one day."

(2) In subclause (g) delete the figure 22 and insert in lieu thereof "twenty days or four weeks."

(3) Delete subclause (b) (iii) and insert in lieu thereof:—

(b) (iii) In a period of one week commencing at an agreed date or date determined by the Tribunal in August or September of each year.

Clause 20—Attendance Allowance: Delete subclause (1) and insert in lieu thereof:—

(1) Each member of the Australian Collieries Staff Association, employed in the coal mining industry in Western Australia, who works for all of the ordinary working days comprising a pay period shall, in respect of that period be entitled (in addition to his ordinary earnings) to payment at the appropriate rate for him on the following basis:

employees in Divisions "B," "C," "D" and "E"—as for one day. (Clause 5, subclause (b)).

In subclauses (2) (a), (2) (b) and (2) (c) delete the words 'employees in Division "B"—as for one eleventh of a day' wherever occurring and insert in lieu thereof:—

employees in Divisions "B," "C," "D" and "E"—as for one tenth of a day.

Delete subclause (4) and insert in lieu thereof:—

(4) For the purposes of this order appropriate rate shall mean the attendance allowance payable as at 16th July, 1968, being that rate set out hereunder:—

Division "B".

Number, Classification and Attendance Allowance Shift entitlement per fortnight:	$
(10) Surveyors Assistant—	
Between 21 and 22 years	7.78
Between 22 and 23 years	7.97
Between 23 and 24 years	8.14
Between 24 and 25 years	8.45
At 25 years of age	8.56

		$
(11)	Weight Clerk	8.92
(12)	Load Assessor	8.58
(13)	Screen and Surface Overseers	8.92
(14)	Railway Overseer	8.92
(15)	Senior Clerk (Clerk in Charge)	9.23
(16)	Adult Male Clerk (including telephone assistants and messengers) where such employees do clerical work—	
	(a) Between 21 and 22 years	7.80
	(b) Between 22 and 23 years	7.99
	(c) Between 23 and 24 years	8.16
	(d) Between 24 and 25 years	8.47
	(e) At 25 years of age	8.58
	(f) 7th year of service in the Coal Mining Industry performing work as adult	8.92
(18)	Stores Clerk (Central Stores)	8.92

Division "C".

(18)	Adult Female Pay Roll. Ledger Machine operator (performing clerical work):	
	(a) Between 21 and 22 years	6.27
	(b) Between 22 and 23 years	6.45
	(c) Between 23 and 24 years	6.65
	(d) Between 24 and 25 years	6.95
	(e) At 25 years or more years of age	7.06
	(f) 7th year of service as adult	7.33
(19)	Adult Female Clerk (including telephone assistants and messengers) where such employees do clerical work:	
	(a) 1st year of service as adult	5.86
	(b) 2nd year of service as adult	5.86
	(c) 3rd year of service as adult	5.97

Division "D".

(20)	Junior Male Clerk (including telephone assistants and messengers) where such employees do clerical work:	
	(a) Up to 17 years of age	3.78
	(b) Between 17 and 18 years of age	4.45
	(c) Between 18 and 19 years of age	5.36
	(d) Between 19 and 20 years of age	6.36
	(e) Between 20 and 21 years of age	6.85

Division "E".

(21)	Junior Female Clerk—	
	(a) Up to 17 years of age	2.83
	(b) Between 17 and 18 years of age	3.33
	(c) Between 18 and 19 years of age	4.02
	(d) Between 19 and 20 years of age	4.77
	(e) Between 20 and 21 years of age	5.13

2. These amendments shall operate on and from the 1st day of December, 1968.

Dated at Collie this 29th day of November, 1967.

W. J. WALLWORK,
Chairman, W.A. Coal Industry Tribunal.

Filed in my office this 6th day of December, 1968.

(Sgd.) R. BOWYER,
Industrial Registrar
the W.A. Industrial Commission.

COLLIERIES STAFFS.

Award No. 62 of 1955.

MINING ACT, 1904-1965.

Part XIII, Division I.

Before the Western Australian Coal Industry Tribunal, held at Collie.

Application No. 31 of 1968.

Between Australian Collieries Staff Association Industrial Union of Workers, Applicant, and The Griffin Coal Mining Co. Ltd. and Western Colleries Ltd., Respondents.

Award No. 62 of 1955.

Application for a paid holiday—
"Picnic Day".

Decision.

THIS application is for amendment of the award in relation to a paid holiday for picnic day.

The members of the Tribunal being unable to agree and evenly divided the Chairman gave the decision of the Tribunal and granted the application. The day on which the holiday is to be taken will be a matter of discussion with the mining companies and is to be determined.

The Tribunal hereby awards, orders and prescribes that Award No. 62 of 1955, as amended, be further amended by inserting in sub-clause (ii) of Clause 10 after the words "Labour Day" in line 3 the words "and a day to be known as 'Picnic Day:' ".

Dated at Collie this 15th day of October, 1968.

ARTHUR E. KAY,
Chairman,
Western Australian Coal Industry Tribunal.

Filed in my office this 25th day of November, 1968.

R. BOWYER,
Industrial Registrar, the W.A. Industrial Commission.

COLLIERIES STAFFS.

Award No. 62 of 1955.

MINING ACT, 1904-1965.

Part XIII, Division I.

Before the Western Australian Coal Industry Tribunal, held at Collie.

Application No. 32 of 1968.

Between the Australian Collieries Staff Association, Industrial Union of Workers, Applicant, and the Griffin Coal Mining Co. Ltd. and Western Colleries Ltd., Respondents.

Award No. 62 of 1955. Application to amend Clause 19, Sick Leave, by deleting from line 3 of sub-clause (iii) the word "sixty" and inserting the word "seventy".

Decision.

THIS application is related to the question of sick leave it being asked that Clause 19. Sick Leave, be amended by deleting the word "sixty" and inserting in lieu therof the word "seventy".

The members of the Tribunal being unable to agree and evenly divided the Chairman gave the Tribunal's decision and granted the application.

The Tribunal hereby awards, orders and prescribes that Award No. 62 of 1955, as amended, be further amended by deleting the word "sixty" from line 3 of subclause (iii) of Clause 19 and inserting in lieu thereof the word "seventy".

Dated at Collie this 15th day of October, 1968.

ARTHUR E. KAY,
Chairman.

Western Australian Coal Industry Tribunal.

Filed in my office this 25th day of November, 1968.

R. BOWYER.
Industrial Registrar, the W.A. Industrial Commission.

DEPUTIES.

Award No. 19 of 1954.

MINING ACT, 1904-1965.

Part XIII, Division I.

Before the Western Australian Coal Industry Tribunal, held at Collie.

Application No. 13 of 1967.

Between Collie District Deputies Union of Workers, Applicant and Griffin Coal Mining Co. Ltd. and others, Respondents.

Application for 35 hour Working Week.

Order.

The Tribunal hereby awards, orders, and prescribes that Award No. 19 of 1954 of the W.A. Coal Industry Tribunal, as amended, be further amended in the following manner:

1. Clauses 8 and 8A—Hours of Work: Delete these clauses and insert in lieu thereof:—

8.—Hours of Work.

(a) The working week shall consist of thirty-five hours to be worked in five shifts of seven hours between Monday and Friday inclusive, such hours to be bank-to-bank including crib time which shall not exceed one half-hour's duration. Should a deputy be required to commence his shift at any time within the hours of 6 p.m. and 6 a.m. he shall be regarded as working night shift and be compensated for accordingly for the whole shift.

(b) In the event of the hours of work prescribed for members of the Coal Miners' Industrial Union of Workers of Western Australia, Collie, being altered at any time, this clause shall be subject to revision by the Western Australian Coal Industry Tribunal.

8A.—Hours of Work (continued):

(1) The base tonnage output for each mine shall be that existing at the date of this amendment.

(2) The number of workers comprising the work force for each mine as well as the base tonnage output may be varied from time to time by mutual agreement.

(3) In arriving at the amount of coal produced in any fortnightly period. allowances shall be made for holidays and such contingencies as are agreed upon between the parties to this Award.

(4) Where a Saturday shift is worked for the purpose of making up production losses due to any of the causes referred to in subclause (3) hereof, or caused by abnormal breakdowns, fire, flood and like emergencies, or where workers are called back on a Saturday for special duties, the ordinary provisions of the award relating to work on Saturdays shall apply.

(5) Where a worker fails to make a reasonable effort to maintain production, or is a frequent absentee from work without lawful excuse, he may be reduced by the management to a lower classification at the lower rate of pay, provided that such worker has previously been warned in the presence of the Branch officials that continued default on his part will lead to a reduction in classification, and provided also that the Union may appeal against any such reduction to the W.A. Coal Industry Tribunal, which may make any order it sees fit in relation to such reduction.

(6) The provisions of the extra-award agreements annexed hereto as appendiced "A" and "B", (at pages 105 and 112) as already varied by mutual agreement between the parties, shall prevail where this clause is silent; provided that such agreements may be further varied from time to time by mutual agreement.

(7) Failing agreement between the parties to this award upon any matter arising out of this clause, the matter in dispute may be determined by the W.A. Coal Industry Tribunal.

Clause 9—Rates of Pay: Delete subclauses (a), (b), and (d) of this clause and insert in lieu thereof:—

9.—Rates of Pay.

The following shall be the minimum rate of pay for Deputies employed under this award:—

(a) Basic Wage $33.50 per week as fixed by the Western Australian Industrial Commission, which took effect from midnight on 23rd October, 1966.

(b) Total rate per week—$58.42.

(c) Deputies holding a St. John's First-aid Certificate shall be paid 60 cents per week in addition to their ordinary rate.

Clause 15—Holidays:

(1) In subclause (b)(i), (h) and (i) delete the words or figures "twenty-eight days" or "28 days" wherever occurring and insert in lieu thereof:—"twenty six days or five weeks and one day".

(2) In subclauses (i) delete the figure and words "22 days" and insert in lieu thereof "twenty days or four weeks".

(3) Delete subclause (c) (iii) and insert in lieu thereof:—

(c) (iii) In a period of one week commencing at an agreed date or a date determined by the Tribunal in August or September, of each year.

Clause 17—Pay Saturday: Delete the word "pay" wherever occurring.

Clause 25—Attendance Allowance: Delete subclause (1) and (2) of this clause and insert in lieu thereof:—

25.—Attendance Allowance.

(1) (a) Each member of the Collie District Deputies' Union of Workers who for the ten ordinary days comprising a pay period shall in

respect of that period, if the colliery at which he works has been in production on each of the said days, be entitled (in addition to his ordinary earnings) to payment as for a shift at the appropriate rate for him.

(aa) For the purposes of this clause a shift at the appropriate rate shall mean the attendance allowance payable as at 16th July, 1968, being that rate set out hereunder:—

$11.35 per fortnight.

(b) Each member of the Collie District Deputies' Union of Workers who is absent from work for portion of a pay period on paid sick leave or on workers' compensation but who works on all other ordinary working days during the said period shall, in respect of that period, if the colliery at which he works has been in production on each of the ten ordinary working days of the pay period, be entitled (in addition to his ordinary earnings) to payment of one tenth of a shift at the appropriate rate for him for each day worked by him.

(2) (a) Where during a pay period the colliery has been out of production through the occurrence of a recognised holiday, a mechanical breakdown, a fire, a flood, or through a strike by members of another Union, subject to it having worked for the production of coal on all other ordinary working days during the said period, each member of the Collie District Deputies' Union of Workers who on all of the working days comprising the said pay period attends for work and is available to perform such work as the management may reasonably require shall be entitled in respect of that period (in addition to his ordinary earnings) to payment of one tenth of a shift at the appropriate rate for him for each production day worked by him.

(b) Where during a pay period the colliery has been out of production through the occurrence of a recognised holiday, mechanical breakdown, a fire, a flood or through a strike by members of another union, subject to it having worked for the production of coal on all other ordinary working days during the said period, each member of the Collie District Deputies' Union of Workers who is absent from work for a portion of the said pay period on paid sick leave or workers' compensation but who on all other ordinary working days of the said period attends for work and is available to perform such work as the management may reasonably require shall be entitled in respect of that period (in addition to his ordinary earnings) to payment of one-tenth of a shift at the appropriate rate for him for each production day worked by him.

2. These amendments shall operate on and from 1st day of December, 1968.

Dated at Collie this 29th day of November, 1967.

W. J. WALLWORK,
Chairman, W.A. Coal Industry Tribunal.

Filed in my office this 6th day of December, 1968.

(Sgd.) R. BOWYER,
Industrial Registrar,
W.A. Industrial Commission.

DEPUTIES.

Award No. 19 of 1954.

MINING ACT, 1904-1965.

Part XIII, Division I.

Before the Western Australian Coal Industry Tribunal, held at Collie.

Application No. 18 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 for a paid holiday—"Picnic Day".

Decision.

THIS application is for amendment of the award in relation to a paid holiday for picnic day.

The members of the Tribunal being unable to agree and evenly divided the Chairman gave the decision of the Tribunal and granted the application. The day on which the holiday is to be taken will be a matter of discussion with the mining companies and is to be determined.

The Tribunal hereby awards, orders and prescribes that Award No. 19 of 1954, as amended, be further amended by inserting in subclause (a) of clause 15 and the word "Australia" in line 8 the words "and a day to be known as 'Picnic Day' ".

Dated at Collie this 15th day of October, 1968.

ARTHUR E. KAY,
Chairman,
Western Australian Coal Industry Tribunal.

Filed in my office this 25th day of November, 1968.

R. BOWYER,
Industrial Registrar,
the W.A. Industrial Commission.

DEPUTIES.

Award No. 19 of 1954.

MINING ACT, 1904-1965.

PART XIII, Division I.

Before the Western Australian Coal Industry Tribunal, held at Collie.

Application No. 19 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 amend clause 16, Sick Leave, by deleting from line 3 of subclause (c) the word "sixty" and inserting the word "seventy".

Decision.

THIS application is related to the question of sick leave, it being asked that clause 16, Sick Leave, be amended by deleting the word "sixty" and inserting in lieu thereof the word "seventy".

The members of the Tribunal being unable to agree and evenly divided the Chairman gave the Tribunal's decision and granted the application.

The Tribunal hereby awards, orders and prescribes that Award No. 19 of 1954, as amended, be further amended by deleting the word "sixty" from line 3 of subclause (c) of clause 16 and inserting in lieu thereof the word "seventy".

Dated at Collie this 15th day of October, 1968.

ARTHUR E. KAY,
Chairman,
Western Australian Coal Industry Tribunal.

Filed in my office this 25th day of November, 1968.

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. 14 of 1967.

Between Federated Engine Drivers and Firemens Union, Applicants, and Griffin Coal Mining Co. Ltd. and Others, Respondents.

Application for 35-hour Working Week.

Order.

THE Tribunal hereby awards, orders and prescribes that Award No. 61 of 1954 of the W.A. Coal Industry Tribunal, as amended, be further amended in the following manner:

1. Clause 5—Rates of wages: Delete subclauses (a) and (b) and insert in lieu thereof:—

5. Rates of Wages.

The following shall be the minimum of wages payable to workers employed in the occupations set out hereunder:—

(a) Basic Wage—$33.50 per week as fixed by the Western Australian Industrial Commission which took effect from midnight on the 23rd October, 1966.

Column 1	Column 2	Column 3
(b)	Number, Cllassification and total week of 35 hours:	Rate per $
(1)	Winding Engine Drivers	51.17
(2)	Navvy Drivers	58.98
(3)	Fireman	42.46
(4)	Steam Navvy Shovel Fireman	43.07
(5)	Bulldozer and Grader Driver	53.46
(6)	Tractor Driver	50.21
(7)	Carryall Driver	50.21
(8)	Dragline Driver (Walking) 4 to 6 yards capacity	60.77
(9)	Diesel Engine Driver	43.33
(10)	Diesel Engine Driver doing regular greasing	43.88
(11)	Crane Driver (Not exceeding lifting capacity 5 tons)	44.27
(12)	Tournapull Driver	51.72
(13)	Twin Euclid Scraper Driver	54.84
(14)	Earth moving equipment operator (special rates)—	$
(i)	Walking Dragline (4 to 6 yards capacity) (Twin Euclid Scraper)	54.79
(ii)	DW21, Model C and Cat 619 Scrapers, Pusher dozer, excavator up to 6 yards.	53.04
(iii)	All other equipment O Diesel Engine Driver	50.51

Special rates shall apply only when work is carried on subject to the provisions of subclause (bb) of this clause.

Clause 6—Hours of duty: Delete subclause (1) and insert in lieu thereof:—

(1) The working week shall consist of thirty five hours to be worked in five shifts of seven hours between Monday and Friday inclusive.

Clause 6A—Hours of duty (continued): Delete this clause and insert in lieu thereof:—

Clause 6A—Hours of duty (continued).

(1) The base tonnage output for each mine shall be that existing at the date of this amendment.

(2) The number of workers comprising the work force for each mine as well as the base tonnage output may be varied from time to time by mutual agreements.

(3) In arriving at the amount of coal produced in any fortnightly period, allowances shall be paid for holidays and such contingencies as are agreed upon between the parties to this award.

(4) Where a Saturday shift is worked for the purpose of making up production losses due to any of the causes referred to in subclause (3) hereof, or caused by abnormal breakdowns, fire, flood and like emergencies, or where workers are called back on a Saturday for special duties, the ordinary provisions of the award relating to work on Saturdays shall apply.

(5) Where a worker fails to make a reasonable effort to maintain production or is a frequent absentee from work without lawful excuse, he may be reduced by the management to a lower classification at the lower rate of pay, provided that such worker has been previously warned in the presence of the Branch Officials that continued default on his part will lead to a reduction in classification, and provided also that the Union may appeal against any such reduction.

(6) The provisions of the extra-award agreements annexed hereto as appendiced "A" and "B" (at page 105 to 112) as already varied by mutual agreement between the parties, shall prevail where this clause is silent; provided that such agreements may be further varied from time to time by mutual agreement.

(7) Failing agreement between the parties to this award upon any matter arising out of this clause, the matter in dispute may be determined by the W.A. Coal Industry Tribunal.

Clause 7—Overtime: Delete this clause and insert in lieu thereof:—

7.—Overtime.

For all work done beyond the hours of duty on any day other than a Sunday or a holiday prescribed in clause 10 (a) hereof payment

shall be made at the rate of time and a half during the first four hours and double time thereafter.

An employee required to work overtime in excess of three hours after the completion of a shift shall be allowed at least twenty minutes for a meal without deduction of pay, and unless notified the previous day that he will be required to work overtime, shall be either supplied with a meal by the employer or be paid 60 cents in lieu thereof: Provided that this payment need not be made to an employee who can reasonably go home for a meal. After each four hours of such overtime following a meal break an employee shall be allowed a further twenty minutes without deduction of pay and be either supplied with a meal by the employer or be paid 60 cents in lieu thereof.

Clause 9—Crib Time for Fireman: Delete this clause.

Clause 11—Annual Leave:

(1) In subclauses (a) (i), (e) and (f) delete the words or figures "twenty-eight days" or "28 days" wherever occurring and insert in lieu thereof "twenty-six days or five weeks and one day".

(2) In subclause (f) delete the figures "22 days" and insert in lieu thereof "twenty days or four weeks".

(3) Delete subclause (b) (iii) and insert in lieu thereof:—

(b) (iii) In a period of one week commencing at an agreed date or a date determined by the Tribunal in August or September of each year.

Clause 20—Attendance Allowance: Delete subclauses 1 and 2 of this clause and insert in lieu thereof:—

20.—Attendance Allowance.

(1) (a) Each member of the Collie Federated Engine Drivers, and Firemen's Union of Workers of Western Australia who works for the ten ordinary days comprising a pay period shall, in respect of that period, if the colliery at which he works has been in production for each of the said days, be entitled (in addition to his ordinary earnings) to payment as for a shift at the appropriate rate for him.

(b) Each member of the Collie Federated Engine Drivers' and Firemen's Union of Workers of Western Australia who is absent from work for portion of a pay period on paid sick leave or on workers' compensation but who works on all other ordinary working days during the said period shall, in respect of that period, if the colliery at which he works has been in production on each of the ten ordinary working days of that pay period be entitled (in addition to his ordinary earnings) payment of one-tenth of a shift at the appropriate rate for him for each day worked by him.

(c) For the purposes of this clause, a shift at the appropriate rate shall mean the attendance allowance payable as at 16th July, 1968, being those rates set out hereunder:—

Number, shift	Classification and Attendance Allowance entitlement per fortnight:	$
(1)	Winding Engine Driver	10.25
(2)	Navvy Driver	11.61
(3)	Firemen	9.24
(4)	Steam Navvy Shovel Firemen	9.22
(5)	Bulldozer and Grader Driver	10.67
(6)	Tractor Driver	10.12
(7)	Carryall Driver	10.12
(8)	Dragline Driver (Walking—4 to 6 yds. capacity)	11.81
(9)	Diesel Engine Driver	9.26
(10)	Diesel Engine Driver doing regular greasing)	9.36
(11)	Crane Driver (not exceeding lifting capacity 5 tons)	9.36
(12)	Tournaull Dozer Driver	10.33
(13)	Twin Euclid Scraper Driver	10.74
(14)	Earth Moving Equipment operator (special rates)—	
	(i) Walking Dragline (4 to 6 yds. capacity Twin Euclid Scraper	10.74
	(ii) DW21, Model C and Cat. 619 Scraper, Pusher dozer, Excavator up to 6 yds.	10.55
	(iii) All other equipment—Diesel Engine Driver	10.15

(2) (a) Where during a pay period the colliery has been out of production through the occurrence of a recognised holiday, a mechanical breakdown, a fire, a flood or through a strike by members of another union, subject to it having worked for the production of coal on all other ordinary working days during the said period, each member of the Collie Federated Engine Drivers' and Firemen's Union of Workers of Western Australia, who on all the working days comprising the said pay period attends for work and is available to perform such work as the management may reasonably require shall be entitled in respect of that period (in addition to his ordinary earnings) to payment of one-tenth of a shift at the appropriate rate for him for each production day worked by him.

(b) Where during a pay period the colliery has been out of production through the occurrence of a recognised holiday, mechanical breakdown, a fire, a flood, or through a strike by members of another union, subject to its having worked for the production of coal on all other ordinary working days during the said pay period each member of the Collie Federated Engine Drivers' and Firemen's Union of Workers of Western Australia who is absent from work for portion of the said pay period on paid sick leave or workers' compensation but who on all other ordinary working days of the said period attends for work and is available

to perform such work as the management may reasonably require shall be entitled in respect of that period (in addition to his ordinary earnings), to payment of one-tenth of a shift at the appropriate rate for him for each production day worked by him.

2. These amendments shall operate on and from the 1st day of December, 1968.

Dated at Collie this 29th day of November, 1967.

W. J. WALLWORK,
Chairman W.A. Coal Industry Tribunal.

Filed in my office this 6th day of December, 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 I.

Before the Western Australian Coal Industry Tribunal, held at Collie.

Application No. 21 of 1968.

Between Collie Federated Engine Drivers' and Firemens Union, Applicant, and the Griffin Coal Mining Co. Ltd. and Western Collieries Ltd., Respondents.

Award No. 61 of 1954.

Application for a paid holiday—"Picnic Day".

Decision.

THIS application is for amendment of the award in relation to a paid holiday for picnic day.

The members of the Tribunal being unable to agree and evenly divided the Chairman gave the decision of the Tribunal and granted the application. The day on which the holiday is to be taken will be a matter of discussion with the mining companies and is to be determined.

The Tribunal hereby awards, orders and prescribes that Award No. 61 of 1954, as amended, be further amended by inserting in subclause (a) of clause 10 after the word "Australia" in line 8 the words "and a day to be known as 'Picnic Day' ".

Dated at Collie this 15th day of October, 1968.

ARTHUR E. KAY,
Chairman,
Western Australian Coal Industry Tribunal.

Filed in my office this 25th day of November, 1968.

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. 22 of 1968.

Between Collie Federated Engine Drivers and Firemens Union, Applicant, and the Griffin Coal Mining Co. Ltd., and Western Collieries Ltd., Respondents.

Award No. 61 of 1954.

Application to amend clause 12 Sick Leave, by deleting from line 3 of subclause (c) the word "sixty" and inserting the word "seventy".

Decision.

THIS application is related to the question of sick leave, it being asked that clause 12, Sick Leave, be amended by deleting the word "sixty" and inserting in lieu thereof the word "seventy".

The members of the Tribunal being unable to agree and evenly divided the Chairman gave the Tribunal's decision and granted the application.

The Tribunal hereby awards, orders and prescribes that Award No. 61 of 1954, as amended, be further amended by deleting the word "sixty" from line 3 of subclause (c) of clause 12 and inserting in lieu thereof the word "seventy".

Dated at Collie this 15th day of October, 1968.

ARTHUR E. KAY,
Chairman,
Western Australia Coal Industry Tribunal.

Filed in my office this 25th day of November, 1968.

R. BOWYER,
Industrial Registrar,
the W.A. Industrial Commission.

ENGINEERING.

Award No. 1 of 1953.

MINING ACT, 1904-1965.

Part XIII, Division I.

Before the Western Australian Coal Industry Tribunal held at Collie.

Application No. 24 of 1968.

Between the Amalgamated Engineering Union, Collie Branch, and the Australasian Society of Engineers, Industrial Union of Workers (Joined), Applicant, and the Griffin Coal Mining Co. Ltd. and Western Collieries Ltd., Respondents.

Award No. 1 of 1953.

Application to amend Clause 13, Sick Leave, by deleting from line 3 of subclause (c) the word "sixty" and inserting the word "seventy".

Decision.

This application is related to the question of sick leave, it being asked that Clause 13, Sick Leave, be amended by deleting the word "sixty" and inserting in lieu thereof the word "seventy".

The members of the Tribunal being unable to agree and evenly divided, the Chairman gave the Tribunal's decision and granted the application.

The Tribunal hereby awards, orders and prescribes that Award No. 1 of 1953, as amended, be further amended by deleting the word "sixty" from line 3 of subclause (c) of Clause 13 and inserting in lieu thereof the word "seventy".

Dated at Collie this 15th day of October, 1968.

ARTHUR E. KAY,
Chairman,
Western Australian Coal Industry Tribunal.

Filed in my office this 25th day of November, 1968.

R. BOWYER,
Industrial Registrar,
The W.A. Industrial Commission.

ENGINEERING.

Award No. 1 of 1953.

MINING ACT, 1904-1965.

Part XIII, Division I.

Before the Western Australian Coal Industry Tribunal, held at Collie.

Application No. 25 of 1968.

Between the Amalgamated Engineering Union, Collie Branch and the Australasian Society of Engineers Industrial Union of Workers (Joined), Applicant, and the Griffin Coal Mining Co. Ltd. and Western Collieries Ltd., Respondents.

Award No. 1 of 1953.

Application for a paid holiday—

"Picnic Day".

Decision.

THIS application is for amendment of the award in relation to a paid holiday for picnic day.

The members of the Tribunal being unable to agree and evenly divided the Chairman gave the decision of the Tribunal and granted the application. The day on which the holiday is to be taken will be a matter of discussion with the mining companies and is to be determined.

The Tribunal hereby awards, orders and prescribes that Award No. 1 of 1953 as amended, be further amended by inserting in sub-clause (a) of Clause 12 after the word "Australia" in line 7 the words "and a day to be known as 'Picnic Day': "

Dated at Collie this 15th day of October, 1968.

ARTHUR E. KAY,
Chairman,
Western Australian Coal Industry Tribunal.

Filed in my office this 25th day of November, 1968.

R. BOWYER,
Industrial Registrar
the W.A. Industrial Commission.

ENGINEERING.

Award No. 1 of 1953.

MINING ACT, 1904-1965.

Part XIII, Division I.

Before the Western Australian Coal Industry Tribunal, held at Collie.

Application No. 17 of 1967.

Between Amalgamated Engineering Union of Workers and Australian Society of Engineers Union of Workers, Applicants, and Griffin Coal Mining Co. Ltd. and others, Respondents. Application for 35-hour Working Week.

Order.

THE Tribunal hereby awards, orders and prescribes that Award No. 1 of 1953, as amended, be further amended in the following manner:—

1. Clause 6—Wages: Delete subclauses (a), (b), (d) and (e) of this clause and insert in lieu thereof:—

6.—Wages.

(a) The minimum Total Rate per week for a worker 21 years of age upwards shall be:—

Column 1 Number, Classification and Total Rate per week:	Column 2	Column 3 $
(1)	Blacksmith, welder, fitter, turner machinist	57.59
(2)	Motor mechanic	57.59
(3)	Electrical fitter	57.59
(4)	Millwright	57.59
(5)	Fitter's assistant, blacksmith's striker, lamproom mechanic	50.51

(b) The above rates are based on the basic wage of $33.50 per week as fixed by the Western Australian Industrial Commission which took effect from midnight on 23rd October, 1966.

(c) A leading hand, when in charge of other employees, shall be paid the following rate in excess of the rate fixed for employees under his control (additional rate per week):

	$
(i) Not less than three and not more than 10 employees (including apprentices)	2.30
(ii) More than 10 and not more than 20 employees (including apprentices)	4.45
(iii) More than 20 employees (including apprentices)	6.65

(d) 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 6.0 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 5.0 cents.

Clause 7—Special Rates and Provisions: Delete subclause (i) and insert in lieu thereof:—

(i) Any person holding a third year first-aid certificate may be nominated as a first-aid man who shall see that the first-aid rooms, equipment and stores are maintained in proper order and condition. He shall be paid $2.75

per week in addition to this ordinary rate. No payment shall be required to be made pursuant to the provisions of this subclause unless the qualifications are recognised as current.

Clauses 10 and 10A—Hours of Duty: Delete these clauses and insert in lieu thereof:—

10. Hours of Duty.

(a) The ordinary working hours shall not exceed thirty-five each week and shall be worked in 5 shifts between Monday and Friday inclusive. No day's work shall exceed seven hours inclusive of crib time. The starting time shall be such as may be mutually agreed upon between the applicant Unions and each of the respondent Companies, and in default of such agreement such time as may be decided by the Board of Reference constituted under Clause 22 of the Award.

(b) In the case of a worker being permanently employed underground, his time shall be computed from bank to bank. In the event of a shop hand being engaged on underground work of a casual nature, his time shall be computed from shop to shop.

10A.—Hours of Duty (continued).

(i) The base tonnage output for each mine shall be that existing at the date of this amendment.

(ii) The number of workers comprising the work force for each mine as well as the base tonnage output may be varied from time to time by mutual agreement.

(iii) In arriving at the amount of coal produced in any fortnightly period, allowances shall be made for holidays and such contingencies as are agreed upon between the parties to this award.

(iv) Where a Saturday shift is worked for the purpose of making up production losses due to any of the causes referred to in subclause (3) hereof, or caused by abnormal breakdowns, fire, flood and the like emergencies, or where workers are called back on a Saturday for special duties, the ordinary provisions of the award relating to work on Saturday shall apply.

(v) The provisions of the extra-award agreements annexed hereto "A" and "B", (at pages 105 to 112) as already varied by mutual agreement between the parties, shall prevail where this clause is silent; provided that such agreements may be further varied from time to time by mutual agreement.

(vi) Failing agreement between the parties to this award upon any matter arising out of this clause, the matter in dispute may be determined by the W.A. Coal Industry Tribunal.

Clause 12—Holidays:

(1) In subclause (b)(i), (h) and (j) delete the words or figures "twenty eight" or "28" wherever occurring and insert in lieu thereof:—

"twenty six days or 5 weeks and one day"

(2) Delete subclause C(iii) and insert in lieu thereof:—

C.(iii) In a period of one week commencing at an agreed date or a date determined by the Tribunal in August or September of each year.

(3) In subclause (j) delete the figure 22 and insert in lieu thereof:—

"twenty days or 4 weeks"

Clause 24—Attendance Allowance: Delete this clause and insert in lieu thereof:—

1. (a) Each member of the Amalgamated Engineering Union of Workers, Collie Branch, and the Australasian Society of Engineers, Collie River Districts Branch, who works for the Ten Award working days comprising a pay period, shall, in respect of that period, if the Colliery at which he works has been in production on each of the ten ordinary working days, be entitled (in addition to his ordinary earnings) to payment as for a shift at the appropriate rate for him.

Clause 24—Attendance Allowance (continued):

(a) (a) For the purposes of this clause "a shift at the appropriate rate" shall mean that the attendance allowance payable as at 16th July, 1968, being for tradesmen that payable to a composite miner and for lamproom mechanics and assistant that payable to open cut general duties workers as set out below:—

Number, Classification and Attendance Allowance shift entitlement per fortnight:

		$
(1)	Blacksmith, welder	11.35
(2)	Fitter, turner, machinist, motor mechanic	11.35
(3)	Electrical Fitter	11.35
(4)	Millwright	11.35
(5)	Fitter's assistant, blacksmith's striker, lamproom mechanic	10.15
(6)	Leading Hand:	
	(i) Tradesman's Allowance plus $0.40.00.	
	(ii) Tradesman's Allowance plus $0.79.09.	
	(iii) Tradesman's Allowance plus $1.17.27.	
(7)	Apprentices:	
	5-year Term—	
	1st Year	4.95
	2nd Year	5.69
	3rd Year	6.47
	4th Year	7.91
	5th Year	9.31
	4-year Term—	
	1st Year	5.11
	2nd Year	6.37
	3rd Year	7.91
	4th Year	9.31
	3-year Term—	
	1st Year	5.96
	2nd Year	7.91
	3rd Year	9.31

(b) Each member of the Amalgamated Engineering Union of Workers, Collie Branch, and the Australasian Society of Engineers, Collie River Districts Branch, who is absent from work for a portion of a pay period on paid sick leave or on

workers' compensation, but who works on all other award working days during the said period shall, in respect of that period, if the colliery at which he works has been in production on each of the ten ordinary working days of his pay period, be entitled (in addition to his ordinary earnings) to payment of one-tenth of a shift at the appropriate rate for him for each day worked by him.

2. (a) Where, during a pay period the colliery has been out of production through the occurrence of a recognised holiday, a mechanical breakdown, a fire, a flood, or through a strike by members of another union, subject to it having worked for the production of coal on all other ordinary working days during the said period, each member of the Amalgamated Engineering Union of Workers, Collie Branch, and the Australasian Society of Engineers, Collie River Districts Branch, who on all of the award working days comprising the said pay period attends for work and is available to perform such work as the management may reasonably require, shall be entitled in respect of that period (in addition to his ordinary earnings) to payment of one-tenth of a shift at the appropriate rate for him for each production day worked by him.

(b) Where during a pay period the colliery has been out of production through the occurrence of a recognised holiday, a mechanical breakdown, a fire, a flood or through a strike by members of another union, subject to it having worked for the production of coal on all other ordinary working days during the said period, each member of the Amalgamated Engineering Union of Workers, Collie Branch and the Australasian Society of Engineers, Collie River Districts Branch, who is absent from work for portion of the said pay period or paid sick leave or workers' compensation, but who, on all other award working days of the said period attends for work and is available to perform such work as the management may reasonably require, shall be entitled to in respect of that period (in addition to his ordinary earnings) to payment of one-tenth of a shift at the appropriate rate for him for each production day worked by him.

3. This clause shall be deemed to have commenced to operate on and from the beginning of the pay period current on 3rd May, 1951, and shall remain in force until further order.

2. These amendments shall operate on and from 1st day of December, 1968.

Dated at Collie this 29th day of November, 1967.

W. J. WALLWORK,
Chairman W.A. Coal Industry Tribunal.

Filed in my office this 6th day of December, 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. 11 of 1967.

Between Coal Miners Industrial Union of Workers of Western Australia, Applicants, and Griffin Coal Mining Co. Ltd., and others, Respondents.

Application for 35-hour Working Week.

Order.

THE Tribunal hereby awards, orders and prescribes that Award No. 46 of 1953 of the W.A. Coal Industry Tribunal, as amended, be further amended in the following manner:—

1. Clause 6—Wages: Delete subclauses (a), (b), (c), (d), (e) and (h) (iv) insert in lieu thereof:—

6. Wages.

(a) The rates herein are based on the basic wage of $33.50 per week as fixed by the Western Australian Industrial Commission, which took effect from midnight on 23rd October, 1966.

(b) (i) Persons driving motor vehicles or other mechanical implements owned by them and hired by the employer, shall be deemed "workers" so far as wages and any conditions of work which are applicable under this award are concerned.

The matter of hiring and conditions of the hiring of such motor vehicles or mechanical implements is left entirely between the owner and the employer.

Should any owner-driver be unable to arrive at a mutual arrangement for the hire of his vehicle or mechanical implement, each person shall have an appeal to the Western Australian Coal Industry Tribunal whose decision shall be final.

(ii) In addition to the earnings of a Mine Timber cutter working on contract rates, he shall be paid an amount of $6.93 per week.

(c) Workers of the age of 19 years and upwards shall be paid not less than the following total rate per week.

Column 1, Number,	Column 2, Classification and Total Rate per Week of 35 hours:	Column 3. $
(1)	Mine timber cutter	51.17
(2)	Prospect surface driller	53.46
(3)	Prospect surface driller—first hand on Failing 750 rotary drill	59.05
(4)	Labourers on surface	40.22
(5)	Motor Truck Driver, including open cuts:	
	(i) of motors with a carrying capacity of up to but not exceeding 3 tons	43.04
	(ii) of motors with a carrying capacity of over 3 tons but not exceeding 5 tons	44.28
	(iii) of motors with a carrying capacity of over 5 tons but not exceeding 8 tons	44.89

	$
(iv) of motors with a carrying capacity of over 8 tons but not exceeding 10 tons	48.03
(v) of motors with a carrying capacity of over 10 tons but not exceeding 12 tons	49.30
(vi) for each additional ton or part thereof exceeding 12 tons, but not exceeding 15 tons, $1.10 per week. For each additional ton or part thereof exceeding 15 tons, 25 cents per week:— Provided that this method of assessing rates shall not apply to vehicles of over 50 tons, for which special rates will be fixed.	
(vii) Stores truck driver	50.51
(6) Mechanical Units:	
(i) Loaderman—scraper loader	51.17
(ii) Loaderman—joy and other loaders	51.17
(iii) Continuous miner operator	51.17
(iv) Arc wall cutters and borer operators	51.17
(v) Coal cutting machineman	51.17
(vi) Coal boring machineman	50.51
(vii) Shuttle car driver	51.17
(viii) Mechanical unit lubricator	49.62
(ix) Faceman	48.60
(x) Shiftman	48.60
(xi) Conveyor assembler	48.60
(xii) Wheeler packer	45.72
(xiii) Electric loco driver	45.30
(xiv) Wheeler—assistant generally	44.71
(xv) Timber erecting machine operator	49.71
(xvi) Electric loco shunter	42.91
(7) Open Cut Workers:	
(i) Bulldozer and grader driver	53.46
(ii) Tournapull driver	51.72
(iii) Twin Euclid scraper driver	54.84
(iv) Worker (general duties)	50.51
(v) Earthmoving equipment operator (special rates)—	
(a) Twin Euclid scraper	54.84
(b) DW21, Model C and Cat. 619 scrapers; Pusher dozer	53.04
(c) All other equipment .... Special rates shall apply only when work is carried on subject to the provisions of subclause (cc) of this clause.	50.51
(cc) For the purposes of this subclause earthmoving contractors shall have the unfettered right to allocate to their employees engaged upon earth-moving at open cuts, all duties directly associated with the working of earth-moving equipment without regard to seniority and may freely transfer any employee from one classification on earth-moving equipment to another without making good any reduction in rate, provided that where a worker is reduced in grade, the rate payable to him shall not be less than the intermediate rate.	
(vi) Borer shotfirer	53.46
Total Rate per week of 42 hours—	
(8) Pumper	51.17
Total Rate per week of 35 hours—	
(9) Miner—composite duties	58.42
(10) Driver of light rubber-tyred tractor used in carriage of materials or equipment	44.28
(11) Shiftman, general duties	51.17
(12) Surface hand—general duties	45.72

(e) Junior Workers: Rate per week of 35 hours being the percentage of the basic wage per week prescribed in subclause (a) hereof—

		$
When employed on the surface (including open cut)—		
Under 16 years of age	60	20.10
16 to 17 years of age	70	23.45
17 to 18 years of age	80	26.80
18 to 19 years of age	95	31.83
When employed underground—		
Under 16 years of age	65	21.78
16 to 17 years of age	75	25.13
17 to 18 years of age	85	28.48
18 to 19 years of age	100	33.50

19 years of age and over to be paid adult rates for work being performed.

No Junior shall bring wagons from dead end to the screens unless under the direction and control of the screenman. No junior water baler shall be required to commence work before 8 a.m. unless under the supervision of an adult worker.

No youth under the age of fifteen years shall be employed underground.

(h) (iv) All employees holding a third year First Aid Medallion shall receive $1.65 per week in addition to his ordinary rate.

Any person holding a third year First Aid Certificate may be nominated as a first aid man who shall see that the first aid rooms equipment and stores are maintained in proper order and condition. He shall be paid $2.75 per week in addition to his ordinary rate.

No payment shall be required to be made pursuant to the provisions of this paragraph unless the qualifications are recognised as current.

Clauses 8 and 8A—Hours of Work: Delete these clauses and insert in lieu thereof:—

8.—Hours of Work.

(a) For all workers (except pumpers) the working week shall consist of thirty-five hours to be worked in five shifts of seven hours between Monday and Friday inclusive, such hours

to be bank-to-bank including crib time, which shall not exceed one half-hours' duration. Crib time shall be taken at a time to be mutually agreed upon between the manager and the men concerned.

(b) At every deep mine, four pumpers shall be employed, who will rotate each week on day, afternoon and night shifts. Each pumper shall be rostered for the following rest periods:—

Following night shift—four days.

Following afternoon shift—two days.

Following day shift—one day.

Clause 8A—Hours of Work (continued):

(i) The base tonnage output for each mine shall be that existing at the date of this amendment.

(ii) The number of workers comprising the work force for each mine as well as the base tonnage output may be varied from time to time by mutual agreement.

(iii) In arriving at the amount of coal produced in any fortnightly period, allowances shall be made for holidays and such contingencies as are agreed upon between the parties to this award.

(iv) Where a Saturday shift is worked for the purpose of making up production losses, due to any of the causes referred to in subclause (3) hereof, or caused by abnormal breakdowns, fire, flood and like emergencies, or where workers are called back on a Saturday for special duties, the ordinary provisions of the award relating to work on Saturdays shall apply.

(v) Where a worker fails to make a reasonable effort to maintain production, or is a frequent absentee from work without lawful excuse, he may be reduced by the management to a lower classification at the lower rate of pay, provided that such worker has been previously warned in the presence of the Branch Officials that continued default on his part will lead to a reduction in classification, and provided also that the Union may appeal against any such reduction to the W.A. Coal Industry Tribunal, which may make any order it sees fit in relation to such reduction.

(vi) The provisions of the extra-award agreements annexed hereto "A" and "B", (at pages 104 to 112) as already varied by mutual agreement between the parties, shall prevail where this clause is silent; provided that such agreements may be further varied from time to time by mutual agreement.

(vii) Failing agreement between the parties to this award upon any matter arising out of this clause, the matter in dispute may be determined by the W.A. Coal Industry Tribunal.

Clause 9—Overtime—Delete this clause and insert in lieu thereof:—

9.—Overtime.

(a) Overtime shall only be worked when it is absolutely necessary; except for pumpmen, for all time worked in excess of the daily hours prescribed in clause 8 hereof the following rates shall apply:—

(i) During the first five hours, at the rate of time and one half.

(ii) For all time beyond the first five hours, or on Sunday, double the ordinary rates.

(iii) The rate for all work performed on the holidays prescribed in Clause 13 (a) hereof for the employees not engaged upon contract shall be time and one quarter in addition to a sum equal to the amount of the payment prescribed in sub-clause (c) of Clause 6. Any employee engaged upon contact and employed on the holidays prescribed in Clause 13 (a) hereof, shall be paid in addition to his contract earnings for that day, a further sum equal in amount to one and one quarter time the daily sum to which he is entitled under the award in respect to each day of Annual Leave.

(b) Pumpmen shall be paid at the following overtime rates:—

(i) For all time worked in excess of eight hours at the rate of time and a half for the first five hours and thereafter double time.

(ii) For all time worked on Sundays, double time.

(iii) The rate for all work performed on the holidays prescribed in clause 13 (a) hereof shall be time and one quarter in addition to a sum equal to the amount of the payment prescribed in sub-clause (c) of clause 6.

(iv) For all time worked on Saturday, time and one half.

(c) The provisions of this clause shall not apply to workers who are required to work in the case of an emergency causing or threatening loss of human life.

(d) In the case of outbreak of fire, time and a quarter shall be paid after the first hour.

(e) An employee required to work overtime in excess of three hours after the completion of a shift shall be allowed at least twenty minutes for a meal without deduction of pay and, unless notified the previous day that he will be required to work overtime, shall be either supplied with a meal by the employer or be paid 60 cents in lieu thereof provided that this payment need not be made to an employee who can reasonably go home for a meal. After each four hours of such overtime following a meal break an employee shall be allowed a further twenty minutes without deduction of pay and be either supplied with a meal by the employer or be paid 60 cents in lieu thereof.

Clause 12—Pay Saturday: Delete the word "pay", from this clause wherever it appears.

Clause 13—Annual Leave and Holidays:

(i) In subclauses (b) (i), (1) and (m), delete the words or figures twenty eight or 28 wherever occuring and insert in lieu thereof "twenty six days or five weeks and one day".

(ii) In subclause (m) delete the figure 22 and insert in lieu thereof "twenty days or four weeks".

(iii) Delete subclause (c) (iii) and insert in lieu thereof:—

(c) (iii) In a period of one week commencing at an agreed date or a date determined by the Tribunal in August or September, of each year.

Clause 17—Cavil: In subclause (a) delete the word in line one (Grooms excepted).

Clause 20—Payment for Wet Work: In subclause (f) in the first line delete the word "pay".

Clauses 110, 111, 112—Attendance Allowance: Delete these clauses and insert in lieu thereof:—

110.—Attendance Allowance.

(a) Each member of the Union who works for the ten ordinary days comprising a pay period shall, in respect of that period, if the colliery at which he works has been in production on each of the said days, be entitled (in addition to his ordinary earnings) to payment as for a shift, at the appropriate rate for him.

(b) Each member of the Union who is absent from work for portion of a pay period, on paid sick leave or on workers' compensation but who works on all other ordinary working days during the said period shall, in respect of that period, if the colliery at which he works has been in production on each of the ten ordinary working days of the pay period be entitled (in addition to his ordinary earnings) to payment of one tenth of a shift at the appropriate rate for him for each day worked by him.

(c) For the purposes of this clause and clause 111, a shift at the appropriate rate shall mean the attendance allowance payable as at 16th July, 1968, being those rates set out hereunder.

Number, Classification and Attendance Allowance Shift Entitlement Per Fortnight: $

(1) Mine timber cutter 10.25

(2) Prospect surface driller 10.67

(3) Prospect surface driller—first hand failing 750 rotary drill 11.67

(4) Labourers on surface 8.86

(5) Motor truck drivers, including open cuts—

(i) of motors with a carrying capacity of up to but not exceeding 3 tons 9.22

(ii) of motors with a carrying capacity of over 3 tons but not exceeding 5 tons 9.36

(iii) of motors with a carrying capacity of over 5 tons but not exceeding 8 tons 9.45

(iv) of motors with a carrying capacity of over 8 tons but not exceeding 10 tons 9.81

(v) of motors with a carrying capacity of over 10 tons but not exceeding 12 tons 9.96

(vi) for each additional ton or part thereof exceeding 12 tons but not exceeding 15 tons 20 cents per shift.

For each additional ton or part thereof exceeding 15 tons 4.55 cents per shift.

Provided that this method of assessing rates shall not apply to vehicles of over 50 tons, for which special rates will be fixed.

(vii) Stores truck driver 10.15

(6) Mechanical Units: $

(i) Loaderman—scraper loader 10.25

(ii) Loaderman—joy and other loaders 10.25

(iii) Continuous miner operator 10.25

(iv) Arc wall cutters and borer operators 10.25

(v) Coal cutting machineman 10.25

(vi) Coal boring machineman 10.15

(vii) Shuttle car driver 10.25

(viii) Mechanical unit lubricator 9.99

(ix) Faceman 9.89

(x) Shiftman 9.89

(xi) Conveyor assembler 9.89

(xii) Wheeler packer 9.53

(xiii) Electric loco driver 9.49

(xiv) Wheeler—assistant generally 9.43

(xv) Timber erecting machine operator 10.02

(xvi) Electric loco shunter 9.20

(7) Open Cut Workers:

(i) Bulldozer and grader driver 10.67

(ii) Tournapull driver 10.33

(iii) Twin Euclid scraper driver 10.74

(iv) Worker (general duties) 10.15

(v) Earthmoving equipment operator (special rates)—

(a) Twin euclid scraper 10.74

(b) DW21, Model C and CAT 619 scrapers — Pusher dozer 10.48

(c) All other equipment 10.15

Special rates shall apply only when work is carried on subject to the provisions of subclause (cc) of this clause.

(cc) For the purpose of this subclause, earthmoving contractors shall have the unfettered right to allocate to their employees engaged upon earthmoving at open cuts, all duties directly associated with the working of earthmoving equipment without regard to seniority and may freely transfer any employee from one classification on earthmoving equipment to another without making good any reduction in rate, provided that where a worker is reduced in grade the rate payable to him shall not be less than the intermediate rate.

(vi) Borer shotfirer 10.67

(8) Pumper 10.25

(9) Miner—composite duties 11.35

(10) Driver of light rubber tyred tractor used in carriage of materials or equipment 9.36

(11) Shiftman—general duties 10.25

(12) Surface hand—general duties 9.53

(iii) (a) Where during a pay period the colliery has been out of production through the occurrence of a recognised holiday, a mechanical breakdown, a fire, a flood or through a strike by members of another union, subject to it having worked for the production of coal on all other ordinary working days during the said period, each member of the Union, who on all of the working days comprising the said pay period attends for work and is available to perform such work as the management may reasonably require shall be entitled in respect of that period (in addition to his ordinary earnings) to payment of one-tenth of a shift at the appropriate rate for him for each production day worked by him.

(b) Where during a pay period the colliery has been out of production through the occurrence of a recognised holiday, mechanical breakdown, a fire, a flood or through a strike by members of another union, subject to it having worked for the production of coal on all other ordinary working days during the said pay period, each member of the Union, who is absent from work for portion of the said pay period on paid sick leave or workers' compensation, but who on all other ordinary working days of the said pay period attends for work and is available to perform such work as the management may reasonably require shall be entitled in respect of that period (in addition to his ordinary earnings) to payment of one-tenth of a shift at the appropriate rate for him for each production day worked by him.

2. These amendments shall operate on and from 1st day of December, 1968.

Dated at Collie this 29th day of November, 1967.

W. J. WALLWORK,
Chairman, W.A. Coal Industry Tribunal.

Filed in my office this 6th day of December, 1968.

(Sgd.) R. BOWYER,
Industrial Registrar
the W.A. Industrial Commission.

MINING.

Award No. 4 of 1953.

MINING ACT, 1904-1965.

Part XIII, Division I.

Before the Western Australian Coal Industry Tribunal, held at Collie.

Application No. 15 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 for a paid holiday—
"Picnic Day".

Decision.

THIS application is for amendment of the award in relation to a paid holiday for picnic day.

The members of the Tribunal being unable to agree and evenly divided the Chairman gave the decision of the Tribunal and granted the application. The day on which the holiday is to be taken will be a matter of discussion with the mining companies and is to be determined.

The Tribunal hereby awards, orders and prescribes that Award No. 4 of 1953 as amended, be further amended by inserting in sub-clause (a) of Clause 13 after the word "Australia" in line 8 the words "and a day to be known as 'Picnic Day' ".

Dated at Collie this 15th day of October, 1968.

ARTHUR E. KAY,
Chairman,
Western Australian Coal Industry Tribunal.

Filed in my office this 25th day of November, 1968.

R. BOWYER,
Industrial Registrar
the W.A. Industrial Commission.

MINING.

Award No. 4 of 1953.

MINING ACT, 1904-1965.

Part XIII, Division I.

Before the Western Australian Coal Industry Tribunal held at Collie.

Application No. 16 of 1968.

Between Coal Miners' Industrial Union of Workers, Applicant, and the Griffin Coal Mining Co. Ltd. and Western Colleries Ltd., Respondents.

Award No. 4 of 1953. Application to amend Clause 14, Sick Leave, by deleting from line 3 of subclause (c) the word "sixty" and inserting the word "seventy".

Decision.

THIS application is related to the question of sick leave, it being asked that Clause 14, Sick Leave, be amended by deleting the word "sixty" and inserting in lieu thereof the word "seventy".

The members of the Tribunal being unable to agree and evenly divided the Chairman gave the Tribunal's decision and granted the application.

The Tribunal hereby awards, orders and prescribes that Award No. 4 of 1953, as amended, be further amended by deleting the word "sixty" from line 3 of subclause (c) of Clause 14 and inserting in lieu thereof the word "seventy".

Dated at Collie this 15th day of October, 1968.

ARTHUR E. KAY,
Chairman,
Western Australian Coal Industry Tribunal.

Filed in my office this 25th day of November, 1968.

R. BOWYER,
Industrial Registrar,
the W.A. Industrial Commission.

AWARDS—Applications for Amendment of—

ENGINEERING.

Award No. 1 of 1953.

Mining Act 1904-1965.

Part XIII, Division I

Before the Western Australian Coal Industry Tribunal, held at Collie.

Application No. 12 of 1968.

Between Australiasian Society of Engineers Industrial Union of Workers, Applicant, and the Griffin Coal Mining Co. Ltd. and Western Collieries Ltd. Respondents.

Award No. 1 of 1953—

(1) Clause 6 (a)—increase the margin per shift for all classifications by 15 cents.

(2) Clause 7 (c)—delete word "employee" and insert "apprentice".

Decision.

THE application will be dismissed. The tribunal being unable to agree and evenly divided the Chairman gave the decision.

In the decision given on Application No. 35 of 1967, the composite miner was granted an increase of 15 cents per shift to remove the anomaly created by the payment to engineers of an underground allowance of 15 cents, the rates of composite miners and engineering tradesmen being then equated. If this application is granted, then another anomaly will be created and this would be further accentuated by including the engineers in the open cut.

I do not agree with the contention that a miner below ground level is an underground miner. Bullfinch may have been granted that concession, but of course the gold mining and the coal mining industries are different; and the composite miner, if this application were granted, would be entitled to come along and bring a case for an increase to remedy the anomaly which would be created—and then of course you would have no end to the applications.

If the engineering unions say that in the open cut they have adverse conditions in which they are working, then they should bring an application for an increase by way of a disability which they are encountering—not treat it as bringing everybody into the same wage strata by increasing the wage by the 15 cents. They do get the 15 cents now for working underground and I think that should suffice.

ARTHUR E. KAY,
Chairman, Western Australian Coal Industry Tribunal.

Filed in my office this 5th day of December, 1968.

(Sgd.) R. BOWYER,
Industrial Registrar,
the W.A. Industrial Commission.

(4)—47699

APPRENTICES—Reduction of Term of Registered Apprenticeship Agreements—

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 413 of 1968.

In the matter of Apprenticeship Regulations, 1964, and in the matter of various registered Apprenticeship Agreements and Applications to reduce the terms thereof. (Private Employment.)

HAVING read and considered the applications 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 agreements in connection with which the applications are 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 terms of the agreements of apprenticeship as set out and identified in the schedule hereto being reduced from five years to four years and confirm the agreement demonstrated by each application that any periods of technical training lost as a result of the reduction in terms approved herein be made up in the remaining years of apprenticeship.

Dated at Perth this 15th day of November, 1968.

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

Schedule.

Reductions of One Year—Private Employment.

Name; Trade; Employer.

R. J. Ferraz; Fitting and Turning; J. E. Green.
E. Rychlak; Motor Mechanic; Thiess Bros. Pty. Ltd.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 414 of 1968.

In the matter of clause 45 of the Railway Employees' Award (Consolidated 1964), No. 3 of 1961, and in the matter of various registered apprenticeship agreements and applications to reduce the periods thereof (W.A.G.R. Employment).

HAVING read and considered the applications herein and having considered the recommendation of the Western Australian Apprenticeship Advisory Council in relation thereto and by consent of the parties to the Apprenticeship Agreements in connection with which the applications are made and the consent of the unions concerned, I, the Chief Industrial Commissioner of the Western Australian Industrial Commission in pursuance of the powers contained in Clause 45 of the above award and all other powers therein enabling me do hereby approve of the terms of the agreements of apprenticeship as set out and identified in the schedule hereto being reduced from five years to four years and confirm the agreement demonstrated by each application that any periods of technical training

lost as a result of the reduction in terms approved herein be made up in the remaining years of apprenticeship.

Dated at Perth this 15th day of November, 1968.

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

Schedule.

Reduction of One Year—W.A.G.R. Employment.

Name; Trade.

I. A. Gunn; Turning and Iron Machining.
D. C. Kerley; Fitting.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 415 of 1968.

In the matter of Apprenticeship Regulations, 1964, and in the matter of various registered apprenticeship agreements and Applications to reduce the periods thereof. (Government Employment.)

HAVING read and considered the applications 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 apprenticeship agreements in connection with which the applications are 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 terms of the agreements of apprenticeship as set out and identified in the said schedule hereto being reduced from five years to four years and confirm the agreement demonstrated by each application that any periods of technical training lost be made up in the remaining years of apprenticeship.

Dated at Perth this 15th day of November, 1968.

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

Schedule.

Reductions of One Year—Government Employment.

Name; Trade; Department.

R. A. Costello; Fitting and Machining; State Electricity Commission.

P. Cooper; Motor Mechanics; Metropolitan (Perth) Passenger Transport Trust.

C. J. Johnston; Electrical Fitting; Perth Dental Hospital.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 416 of 1968.

In the matter of the Apprenticeship Regulations, 1964, and in the matter of an apprenticeship agreement made the 23rd day of November, 1967, and registered on the 21st day of March, 1968, between Seaview Spray Painters (employer); Frank Thomas Heedes (apprentice); and Frank George Heedes (parent); in the trade of Spray Painting.

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 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 nine months and confirm the agreement demonstrated by this application that any period of technical training lost as a result of the reduction in term approved be made up in the remaining years of apprenticeship.

Dated at Perth this 15th day of November, 1968.

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

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 417 of 1968.

In the matter of the Apprenticeship Regulations, 1964, and in the matter of an apprenticeship agreement made the 16th day of January, 1967, and registered on the 7th day of August, 1967, between John & McAuliffe Pty. Ltd. (employer); Laurie Della Bona (apprentice); and Joseph Della Bona (parent); in the trade of Panel Beating.

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 15th day of November, 1968.

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

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 418 of 1968.

In the matter of the Apprenticeship Regulations, 1964, and in the matter of an apprenticeship agreement made the 30th day of June, 1965, and registered on the 26th day of August, 1965, between Neeta Furniture Pty. Ltd., (employer); Radowan Lawrence Stokic (apprentice); and Vladimar Stokic (parent); in the trade of Cabinetmaking.

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 15th day of November, 1968.

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

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 428 of 1968.

In the matter of the Apprenticeship Regulations, 1964, and in the matter of an apprenticeship agreement made the 1st day of July, 1964, and registered on the 20th day of July, 1964, between the Honourable Minister for Works, (employer); Anthony Ronald Wilde, (apprentice) and Ronald Wilde, (parent); in the trade of Carpentry and Joinery.

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 the 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 the said regulations and all other powers therein enabling me do hereby approve of a reduction in the term in said agreement to the extent that the said apprenticeship shall be deemed to have been satisfactorily completed at the date of this Order.

Dated at Perth this 29th day of November, 1968.

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

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 429 of 1968.

In the matter of the Apprenticeship Regulations, 1964, and in the matter of an apprenticeship agreement made the 3rd day of May, 1968, and registered on the 7th day of June, 1968, between the Honourable Minister for Works and Water Supplies, (employer); David Beere, (apprentice); and Percival Beere, (parent); in the trade of Carpentry and Joinery.

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 29th day of November, 1968.

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

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 430 of 1968.

In the matter of the Apprenticeship Regulations, 1964, and in the matter of an apprenticeship agreement made the 1st day of July, 1964, and registered on the 27th day of August, 1965, between G. & N. Kuehlmann (employer); Johaimes Hoogland, (apprentice); and Joseph Hoogland, (parent); in the trade of Pastrycooking. (Transferred to G. J. Coles & Coy. Limited on 28th November, 1966.)

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 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 six months.

Dated at Perth this 29th day of November, 1968.

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

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 431 of 1968.

In the matter of the Apprenticeship Regulations, 1964, and in the matter of an apprenticeship agreement made the 1st day of July, 1964, and registered on the 10th day of August, 1964, between W. & T. Avery (Australia) Pty. Ltd., (employer); Lance Joseph Moir, (apprentice); and Robert Ross Moir, (parent); in the trade of Scale Adjusting.

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 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 two months.

Dated at Perth this 29th day of November, 1968.

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

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 432 of 1968.

In the matter of Apprenticeship Regulations, 1964, and in the matter of various registered apprenticeship agreements and applications to reduce the terms thereof. (Private Employment.)

HAVING read and considered the applications 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 agreements in connection with which the applications are 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 terms of the agreements of Apprenticeship as set out and identified in the schedule hereto being reduced from five years to four years and confirm the agreement demonstrated by each application that any periods of technical training lost as a result of the reduction in terms approved herein be made up in the remaining years of apprenticeship.

Dated at Perth this 29th day of November, 1968.

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

Schedule.

Reductions of One Year—Private Employment.

Name; Trade; Employer.

R. F. Pitcher; Boilermaking; Transfield (W.A.) Pty. Ltd.

K. D. Police; Boilermaking/1st Class Welding; South Fremantle Engineering Works Pty. Ltd.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 433 of 1968.

In the matter of Apprenticeship Regulations, 1964, and in the matter of various registered apprenticeship agreements and applications to reduce the terms thereof. (Private Employment.)

HAVING read and considered the applications 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 agreements in connection with which the applications are 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 terms of the agreements of apprenticeship as set out and identified in the schedule thereto being reduced from five years to four years and confirm the agreement demonstrated by each application that any periods of technical training lost as a result of the reduction in terms approved herein be made up in the remaining years of apprenticeship.

Dated at Perth this 29th day of November, 1968.

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

Schedule.

Reduction of 1 Year—Private Employment.

Name; Trade; Employer.

R. Moulton; Spraypainting; Lambretta Distributors (Australasia) Pty. Limited.

N. A. Trolio; Body Building; Howard Porter Pty. Ltd.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 434 of 1968.

In the matter of Apprenticeship Regulations, 1964, and in the matter of various registered apprenticeship agreements and applications to reduce the terms thereof. (Private Employment.)

HAVING read and considered the applications 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 agreements in connection with which the applications are 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 terms of the agreements of Apprenticeship as set out and identified in the Schedule hereto being reduced from five years to four years and confirm the agreement demonstrated by each application that any periods of technical training lost as a result of the reduction in terms approved herein be made up in the remaining years of apprenticeship.

Dated at Perth this 29th day of November, 1968.

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

Schedule.

Reductions of 1 Year—Private Employment.

Name; Trade; Employer.

K. J. Wylie, Scale Adjusting, W. & T. Avery (Australia) Pty. Limited.

P. J. Sanders, Scale Adjusting, W. & T. Avery (Australia) Pty. Limited.