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 2 WEDNESDAY, 19th MARCH, 1969 No. 49—Part 1

AWARDS—Delivered—

FIRE BRIGADE EMPLOYEES.
(Fire Prevention Maintenance Servicemen.)

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 3 of 1969.

Between Fire Brigade Employees' Industrial Union of Workers (Coastal Districts) of Western Australia, Applicant, and the W.A. Fire Brigades Board, 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 J. R. Flanagan 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 "Fire Brigades Employees' (Fire Prevention Maintenance Servicemen's) Award 1969" and replaces Award No. 9 of 1963 as amended.

2.—Arrangement.

1. Title.
2. Arrangement.
3. Scope.
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14. Sick Leave.
15. Accident Pay.
16. Payment of Wages.
17. Uniforms.
18. Membership of Union.
19. Contract of Service.

3.—Scope.

This award shall apply to first class servicemen and servicemen employed in the Fire Prevention Maintenance Section of the Western Australian Fire Brigades Board.

4.—Area.

This award shall operate throughout the whole of the State of Western Australia.

5.—Term.

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

6.—Rates of Pay.

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

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(1) Basic Wage (rate per week)	35.45
(2) Classifications (margin per week):	
(i) First Class Servicemen	20.56
(ii) Servicemen—	
First year	12.80
Second Year	13.58
Third year	14.94

(3) Where less than a full week is worked, the worker shall be paid at the daily rate of pay for a five day week.

7.—Allowances.

(1) Where a serviceman is directed to be in charge of a service vehicle for country servicing involving more than one day's absence from the metropolitan area being that area within a radius of fifteen miles of the General Post Office Perth, he shall receive extra payment at the rate of $3.50 per week provided always that the Board shall enjoy the absolute right to select such serviceman.

(2) Where a serviceman is directed to be in charge of a service vehicle for daily running other than as provided in subclause (1) of this clause, he shall receive extra payment at the rate of $1.50 per week, provided always that the Board shall enjoy the absolute right to select such serviceman.

8.—Higher Duties.

Where a serviceman is directed to perform the duties of a first class serviceman he shall be paid the first class serviceman's rates of pay. This rate to be computed on a daily basis.

9.—Hours of Duty.

(1) Ordinary hours of duty shall be forty hours per week worked from Monday to Friday inclusive.

(2) The ordinary hours prescribed in subclause (1) hereof shall be worked eight hours on each day between the hours of 7.30 a.m. and 5.30 p.m. with an interval of one hour for lunch between the hours of 12 noon and 2 p.m.

10.—Overtime.

(1) All time worked outside the ordinary working hours, including travel by service vehicle on country work, shall be paid for at the rate of time and a half for the first two hours and double time thereafter.

(2) On Saturday, the first four hours worked before noon shall be paid for at the rate of time and a half and all time worked after four hours or after noon shall be paid for at the rate of double time.

(3) All time worked on Sundays and on the holidays prescribed in clause 11 hereof shall be paid for at the rate of double time.

(4) In the computation of overtime each day will stand by itself.

(5) (a) The employer may require any worker to work overtime at overtime rates, and such worker shall work overtime in accordance with such requirements.

(b) Any organisation, party to this award, and/or worker or workers covered by this award, shall not 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 paragraph (a) hereof.

(6) Any worker required to continue working after his usual ceasing time for more than two hours on any day without being notified on the previous day shall be paid a meal allowance of sixty cents.

(7) When a worker is recalled to work after leaving the job he shall be paid for at least three hours at overtime rates.

11.—Annual Leave and Holidays.

(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 the Board after a period of twelve months' consecutive service with that employer.

(2) If after one month's continuous service in any qualifying twelve monthly period a worker leaves his employment or his employment is terminated by the employer through no fault of the worker he 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.

(3) A worker who is dismissed for peculation or theft shall not be entitled to annual leave or payment therefor.

(4) When work is closed down for the purpose of allowing annual leave to be taken, workers with less than a full year's service shall only be entitled to payment during such period for the number of days leave due to them. Provided that nothing herein shall deprive the employer of his right to retain such workers at work during the close-down period as may be essential.

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

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

12.—Travelling and Duty Outside the Metropolitan Area.

(1) When a serviceman is required to work outside the metropolitan area (i.e. fifteen miles from the General Post Office, Perth) he shall be paid sixty cents per item for breakfast, lunch, dinner and bed. Provided that such allowance shall not be paid if full board and lodgings are provided.

(2) Travelling by public transport shall be paid at ordinary rates with a maximum of eight hours in any one day.

13.—Country Duty.

The employer shall give forty-eight hours' notice of country duties.

14.—Sick Leave.

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

(b) Subject to this paragraph the liability of the employer shall not exceed two week's wages during each calendar year in respect of each worker except that 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, 1912-1963.

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

(4) No payment shall be made for any absence due to the worker's own fault, neglect, or misconduct, or where the worker does not notify his depot of his sickness within four hours of his commencing time.

15.—Accident Pay.

Full pay shall be paid for accidents while on duty.

16.—Payment of Wages.

Wages shall be paid weekly either by cheque or bank warrant, at the option of the employee.

17.—Uniforms.

All uniforms as determined by the Board shall be supplied to each worker.

18.—Membership of Union.

Subject to section 61B of the Industrial Arbitration Act every serviceman employed as a permanent employee of the Board shall, on assuming duty, apply for membership of "The Fire Brigade Employees' Industrial Union of Workers (Coastal Districts) of Western Australia" and, if elected, shall remain a member of the union whilst in the service of the Board.

19.—Contract of Service.

(1) One week's notice shall be given by or to a worker to terminate his engagement, or one week's pay shall be paid or forfeited as the case may be.

(2) This shall not affect the employer's right to dismiss for misconduct, and in such cases wages shall be paid up to the time of dismissal only.

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 27th day of February, 1969.

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

Filed at my office this 27th day of February, 1969.

R. BOWYER,
Registrar.

IRON ORE PRODUCTION AND PROCESSING.

Award No. 35 and 51 of 1968.

Supplementary Judgment.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

Nos. 35 and 51 of 1968.

Between Australian Workers' Union, Westralian Branch, Industrial Union of Workers and others, Applicants, and Goldsworthy Mining Limited, Western Mining Corporation Limited, Hamersley Iron Pty. Ltd., and others, Respondents.

Before Mr. Commissioner E. R. Kelly.

The 13th day of February, 1969.

Mr. H. Barry on behalf of the Australian Workers' Union, Westralian Branch, Industrial Union of Workers.

Mr. O. K. Salmon on behalf of—

The Electrical Trades Union of Workers of Australia (Western Australian Branch), Perth;

Australasian Society of Engineers' Industrial Union of Workers, Western Australian Branch;

Coastal District Committee Amalgamated Engineering Union Association of Workers;

The Boilermakers' Society of Australia, Union of Workers, Coastal Districts, W.A.;

The Western Australian Carpenters and Joiners, Bricklayers and Stoneworkers Industrial Union of Workers;

The West Australian Plumbers and Sheet Metal Workers' Industrial Union of Workers;

The Federated Engine Drivers and Firemen's Union of Workers of Western Australia;

The Operative Painters and Decorators' Union of Australia, West Australian Branch, Union of Workers; and

Transport Workers' Union of Australia, Industrial Union of Workers, Western Australian Branch.

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

Supplementary Judgment.

THE COMMISSIONER: When the Commission handed down its reasons for decision in Reference Nos. 35 and 51 of 1968 (Iron Ore Production and Processing) on the 19th December, 1968, it refrained from dealing with certain claims that had

been made by the unions under the heading "Industry Allowance" and indicated that those matters would be the subject of a supplementary judgment. The Commission followed that course because it was apparent that the questions raised by those claims could not be adequately considered and dealt with in the time that then remained before the commencement of the recess; and the Commission did not wish to delay until after the recess the implementation of the not insubstantial wage increases and other benefits affecting a majority of the employees in the industtry that it had decided to provide for in the new award.

Ironically enough, the promulgation of the Commission's reasons for decision was followed by a strike by employees of Hamersley Iron Pty Ltd and Goldsworthy Mining Limited. At the time it was difficult to ascertain the reason for the strike but in retrospect it would appear that the focus of general discontent, though not necessarily the initiating cause, was a mistaken belief that the "Industry Allowance" claims had been refused and that the Commission's refusal to include in the award certain conditions of employment that were being allowed voluntarily by either or both of the companies concerned meant that those conditions would cease to apply. The strike was not settled until Mr. Salmon and Mr. Barry had visited Tom Price, Dampier, Goldsworthy and Finucane Island and had succeeded in correcting the mistaken impressions that had possessed the workers but by then more than a week's wages and more than a week's production had been lost and nothing gained.

Rumour and suspicion have long been the handmaiden of human disaster and the half-truth that is the hallmark of the twentieth century seems to be swallowed so much more readily than hard fact, so we should not, perhaps, be too surprised at the events mentioned above. When one realises upon what fertile soil those mistaken impressions fell, we should be still less surprised. Nevertheless it must give grave concern to responsible union and business leaders, as it does to the Commission, that serious loss can be inflicted on both employers and employees and without advantage to either by misunderstandings such as those that arose in this case. It serves no purpose, of course, to stand idly by and wring one's hands over the losses sustained through wasteful stoppages and there can, I think, be no doubt that if these sort of occurrences are to be prevented in the future those who have a responsibility in the matter should take or begin to take preventive measures now. This is not the place to discuss what those measures should be but it is perhaps timely to observe that the trade unions have a significant responsibility in the matter. Indeed, the unions party to the Iron Ore Award should reflect upon the extent to which they were responsible for the December strike; and the following observations may assist them in their reflections. The original Iron Ore Award was made on the 20th January, 1967 for a term of one year. Though it lacked many of the provisions that the workers had looked for, they accepted it for what it was intended to be, namely, an interim award that would be subject to review in about twelve months' time. But twelve months came and went and many more months besides before, on 30th August, 1968, the Australian Workers' Union filed its claims and further time elapsed before the other unions concerned did likewise; and it does no more than state a fact to say that, had it not been for the active intervention of the Commission, the dates on which claims were lodged would, in all likelihood, have been much later. The date of commencement of the hearing was the earliest that could possibly be arranged and then only by reason of the co-operation of the employers. Had the case commenced in March, 1968, as it should have done, the decision, including a decision on the matter that is the subject of this supplementary judgment, would most probably have been given in about June or July and I am confident that a strike would not have occurred. There can be no doubt that the frustration felt by the workers at waiting months longer than they had expected to wait provided the basic fuel that was so readily ignited by a mistaken view of the effect of the December decision. Where, then, do we place the blame for the delay that occurred? Quite clearly not with the Commission or the employers. Equally clearly the blame does not rest with the union officials principally concerned for those officials were, to my personal knowledge, more than fully engaged on other equally important tasks up to and including the commencement of the Iron Ore case. Was it, then, the result of bad union organisation or is the number of union officials simply inadequate to meet the demands made by workers upon their unions? Personally I incline to the latter view but, whether or not I am right in that view, it is clearly a matter to which the unions concerned should be giving close attention.

I turn now to the claims that were made by the unions under the heading "Industry Allowance" and in doing so it is necessary to set out some of the background to the claims. At the time of the Commission's judgment leading to the 1967 Iron Ore Production and Processing Award, Hamersley Iron Pty Ltd and Goldsworthy Mining Limited were each making an over-award payment of $10 per week. Dampier Mining Company, as far as I am aware, paid award rates only and I had then, as I have now, no information as to the rates actually paid by Western Mining Corporation at Koolanooka. Since the time of the 1967 award, the over-award payments made by Hamersley Iron Pty Ltd and Goldsworthy Mining Limited have been increased but by different amounts so that the payment made by Hamersley Iron Pty Ltd now exceeds, by quite a significant amount, the payment being made by Goldsworthy Mining Limited. Dampier Mining Company, since the 1967 award came into force, has introduced a production bonus scheme. I was given no information about that scheme during the proceedings but I understand that, on average, it yields a payment substantially lower than that made by Goldsworthy Mining Limited. With respect to Western Mining Corporation at Koolanooka, I was not advised of the existence of any over-award payment at all, although certain evidence given during the proceedings suggested that some over-award payment is made by that company. The over-award amount paid by Hamersley Iron Pty Ltd is paid as a flat addition to the week's wages and is not included in the ordinary wage for the calculation of overtime nor is it paid during periods of annual leave. It seems that a similar condition attaches to the over-award payments made by Goldsworthy Mining Limited.

The primary claim made by the unions was that the award should impose on each employer an obligation to increase the ordinary wages prescribed in the award by the amount of the over-award payment being made by that employer prior to the date of issue of the award. By this somewhat indirect means, therefore, the unions sought

the prescription of an "industry allowance" differing in amount from employer to employer and payable for all purposes of the award equivalent to the over-award amount paid by the employer as a fixed figure prior to the award.

In the event of that claim being refused, the unions proposed, in what I shall refer to as their alternative claim, that the award should impose an obligation on the unions collectively and the employers separately to "negotiate in good faith wages (their assessment, application and future variation) in addition to those prescribd in the award". The alternative claim is interesting in that it represents an attempt and, so far as I know, the first attempt to impose a direct and binding obligation on parties to negotiate in relation to wages under the aegis of the Arbitration system. During the hearing I formed a tentative opinion that was not altogether unfavourable to the alternative claim but as events have turned out it is perhaps fortunate that my decision on this matter has been reserved until now, for the conduct of the employees of Hamersley Iron Pty Ltd and Goldsworthy Mining Limited following the handing down of my reasons for decision in December can only lead one to suppose that similar conduct might be expected if the results of negotiation, however much good faith attached to them, did not fulfil the workers' expectations. The Commission could not, in my view, contemplate an experiment along the lines proposed in the alternative claim unless it could be confident that both employers and workers would act in a responsible manner in and in relation to the proposed negotiations. As I have said, the conduct of the employees provides no ground for confidence in that respect. Furthermore, the implacable opposition to the claim revealed in the submissions of the employers would tend to suggest that any such experiment would, in the early years of its operation at least, be more likely to produce frustration than fruitful discussion. I refuse the alternative claim, not because it lacks intrinsic merit but because I am satisfied that neither employers nor workers in this industry are ready to accept and apply such a proposal in a manner that would be conducive to the preservation of industrial peace.

Before turning to the primary claim of the unions it should be mentioned that in the proceedings leading to the 1967 award the unions made a claim for an industry allowance of $25 per week to apply to all workers in the industry. The principal ground on which that claim was advanced was "the emerging prosperity of the industry". The claim was opposed by the employers on that occasion, both on the ground that it was wrong in principle for the Commission to use the prosperity of any particular industry as a basis for award wage fixation in that industry and also on the ground that the unions had not made out a case. The Commission concluded on that occasion that the prosperity of the Iron Ore Production and Processing industry was, at that stage, in a matter of guesswork. In addition it drew attention to a number of questions which it appeared to the Commission needed an answer before a claim founded on the prosperity of a particular industry could be allowed. The Commission found itself unable, on the material then before it, to conclude that some amount other than the amount then being paid should be awarded, but it concluded its observations on that claim with the following words—

> Quite apart from what I have already said the claim is, on any view of the matter, premature having regard for the short time that the principal companies have been in operation. At the end of a further twelve months when the companies have had the benefit of operational experience in the areas concerned; when important questions as yet unresolved have been clarified (such as the manner in which expenditure on port and railway facilities is to be looked at from the point of view of taxation); when proceeds from delivery of ore have begun to weigh in the balance against investment; and when some of the companies at least may be better able to assess future prospects, the parties and, if necessary, the Commission, should be in a far better position to assess the propriety of a claim of this nature.

It will be noted that the claim made in the present proceedings differs in material respects from the claim made in 1966. In particular both the primary claim and the alternative claim reflect an acceptance by the unions that there need not necessarily be uniformity in the rates of wage payable by the several companies in the industry; and indeed an assurance was proferred that in the event of the alternative claim being allowed the results of negotiations with any one company would not be insisted on as a basis for settlement with any other company.

The change in the nature of the claim was accompanied by a change in the nature of the argument advanced in support of it. On this occasion the unions did not concentrate their attention on the prosperity of the industry but relied on the fact that the amounts claimed were, nominally at least, already being paid; that this fact and, in addition, other information relating to the trading results of some of the companies indicated that there was capacity in the companies to accommodate the claims; that the unilateral action of the companies in introducing and changing the over-award payments and the conditions attached to their payment by the companies had aroused discontent and had given rise to a genuine industrial dispute which the Commission should settle by its award; that the over-award payment plans of Hamersley Iron Pty. Ltd. and Goldsworthy Mining Limited were erected on a sound basis in that they gave a higher reward for workers possessing higher skills; that the workers, partly through working overtime, partly through submitting to changes in work rosters with the consequent interference with and stress upon family relationships, were making a real and significant contribution to increasing productivity in the industry; that the workers were not content to leave the determination of a significant part of their total wage to the sole discretion of the employer and insisted that if the unions could not have a voice in the determination of that wage through negotiation they should have it in this public tribunal.

Mr. Ince in reply submitted that the unions had failed to attempt an answer to the questions raised in the Commission's 1967 judgment; that the Commission was being asked to prescribe wages without knowing what the amounts were that it was being asked to prescribe; that in any event the Commission should restrict itself to the well-accepted principles of wage fixation and should have regard, in the usual way, only for the nature of the work and the circumstances in which it is performed; that it was wrong for the Commission to enter into the over-award field; that the over-award amounts paid by the several companies were purely and simply attraction rates and

that attraction rates were simply no business of the Commission; that compensation for overtime and shift work should be provided for and was already provided for in the relevant provisions of the award; that the benefits of increased productivity were passed on to the employees in this industry as a result of the adoption of National Wage Case decisions in this State; and that the mere fact that the companies were paying over-award rates did not necessarily indicate that capacity existed to pay those rates.

In fairness to Mr. Ince it must be said at once that if the only course open to the Commission was to determine whether, on the arguments advanced, the claim in its specific terms should be allowed or refused, then refused it would have to be. I have already mentioned, for example, that I know very little of the production bonus scheme that applies at Koolan and Cockatoo Islands and at Koolyanobbing and I am consequently quite unaware of the effect that the granting of the claim would have in those areas; and similar considerations apply with respect to Western Mining Corporation and Mount Newman Mining Company Limited. I am satisfied moreover, that the over-award rates paid by the companies are, as Mr. Ince said, "attraction" rates and do not in any sense represent an assessment by the companies of the value of the work (in the usually accepted sense of that expression) of the employees concerned. Finally, as I pointed out in the Metal Trades (General) Award case, the fact that some employers pay over-award rates does not in itself justify the fixation of a particular rate of wage.

The Commission is not restricted, however, to the specific claim made nor to the arguments advanced by the representatives of the parties. Section 69 of the Act adjures the Commission, in the exercise of its jurisdiction, to act according to equity, good conscience and the substantial merits of the case; directs that the Commission shall not be bound by technicalities or legal forms; and provides that the Commission shall not be restricted to the specific claims made nor to the subject matter of those claims. It is, of course, a matter of discretion whether the Commission should, in any particular case, go outside or beyond the claims that have been made but the exercise of that discretion is governed by the duty to act according to equity, good conscience and substantial merit.

In the present case I am satisfied that there is a genuine industrial dispute before the Commission and that if the Commission were to reject the claims solely on the basis of Mr. Ince's submissions not only would substantial justice not be done but the Commission's decision, far from settling the industrial dispute, would lead to continual disruption in the industry.

In deciding to move under section 69 I do so in the knowledge that the present decision will not, in itself, effect any alteration to the existing award and that, upon the exercise of the liberty to apply that has been reserved, the parties will have a full opportunity to address themselves to any matters touched on in this judgment.

It was part of Mr. Salmon's submissions that this Commission, being a discretionary tribunal, should not, in all circumstances and in all cases, be hide bound by decision and principles acted on in the past and he referred me to a decision given by the President of the Court of Arbitration in 1937. In a case reported at 16 W.A.I.G. 275 Mr. President Dwyer said—

> A Court to be effective in its operation must be at all times, and from time to time, sensitive to new concepts in the field of industrial regulation. It must feel, and appreciate at their proper value—considering local circumstances and conditions—world-wide movements in industry.
>
> It must steer its barque along the streams of new economics, avoiding quicksands and shoalwaters and submerged dangers as best it can, so that the worker may feel his legitimate desires are weighed, considered and adjudicated upon according to justice and equity, and the employer may feel that his side of the case is also given a full and fair consideration.
>
> Our determinations must never be considered as rigid and unalterable, change or no change; they must ever remain open to reconsideration and the application of new principles, to meet not only new aspects of industry but the changing circumstances of time or place.

It would not, I think, be presumptuous to say that Mr. President Dwyer would, on the whole, have felt that in the post-war years arbitration tribunals throughout Australia had tended to act in accordance with the sentiments that he had expressed. In the Commonwealth sphere we have seen in the last two decades the abolition of automatic quarterly adjustments to the basic wage and the abolition ultimately of the basic wage itself and its replacement by a total wage system. We have seen the development of more or less regular reviews of wages on economic grounds with results that have flowed, generally speaking, to the whole of the Australian work force including those employed under State awards. We have seen a situation reached where there is virtual consensus between the trade union movement, the employers' organisation and the Commonwealth Bench as to the approach that should be taken in adjusting wages on economic grounds though there is not always, of course, agreement as to the monetary figure that should result from the agreed approach. In this State, too, it is fair to say that there is a common acceptance by employers, trade unions and the Commission that decisions of the Commonwealth Commission in National Wage cases should be reflected in State awards and as a consequence the National Wage decisions have come to constitute an important element in the State wage-fixing system. It is therefore important to note, though not necessary to examine in detail, the principles on which the Commonwealth Commission has come to act in National Wage cases. In brief, the principle as I understand it is that the Commission sets itself the task of determining what alteration should be made in the level of existing wages on account of changes in relevant economic factors, and it makes its final determination in the light of its opinion as to what change, if any, is within the capacity of the national economy. It is, I think, of significance to observe that the Commonwealth Commission in National Wage cases is not concerned with the establishment or assessement of a particular wage level for any worker or group of workers. Indeed, having regard for the now common acceptance that National Wage decisions will flow to all or almost all workers, the determination of an absolute wage level would, it seems to me, be wholly impracticable. It is necessary as a consequence that,

complementary to National Wage cases, there be provision for the fixing of proper wage levels in individual industries and this is, of course, accomplished in the Commonwealth sphere through the work of the Commonwealth Commissioners to whom those industries are assigned and in this State by the Commission. Thus, although the amount of increase in wages is determined in a National Wage case as being the highest that the capacity of the economy can sustain as an increase applying at the one time to the whole or almost the whole work force, the decisions of the Commonwealth Commission make it quite clear that such an increase is not expected to exhaust the capacity of employers in individual industries to pay further increases. Whether such capacity exists is a matter to be determined upon inquiry into the particular industry concerned but it is certainly not a matter that is determined or intended to be determined by National Wage case decisions. To suggest otherwise would not only be to fly in the face of decisions of the Commonwealth Commission itself but would also imply a far greater precision in the assessment by the Commonwealth Commission of the National economic capacity than I am sure that Commission would pretend to. As with almost every decision that an arbitrator must make, decisions as to the economic capacity of industry as a whole are essentially and fundamentally a matter of opinion and on that question, as on many others, opinions may for quite legitimate reasons differ widely. In that connection it is in point to note the following observations of Wright, J., the presiding Judge in the Basic Wage, Margins and Total Wage cases of 1966 that—

> I have a firm belief that the general level of salaries and wages prescribed by the Commission over the past ten to twelve years could justifiably have been fixed at higher levels. In the Basic Wage case of 1958 I expressed this opinion concerning the fixations of 1956, 1957 and 1958. Now that I am able to study the situation in long retrospect I feel justified in my belief that what I said in 1958 can justifiably be said of subsequent general fixations.

The determination of award wage levels, other than those resulting from National Wage case decisions, is carried out by arbitrators or by the employers and unions in particular industries. Arbitrators usually fix wages either on what has come to be known as a "work value" basis or by applying in one form or another the principle known as "comparative wage justice"—i.e. the fixation of wages for a particular group of workers by comparison with the wages paid to other workers of a similar type. With respect to wage rates fixed by consent of the parties, it is difficult to generalise as the reasons prompting the agreement remain, as often as not, undisclosed. A "work value" determination, as the term is currently applied, amounts to no more than the formation by the arbitrator of an opinion as to what wage should be given to workers performing particular work after having examined the nature of the work and the circumstances in which it is performed. The process is an arbitrary one and there is no golden rule to guide an arbitrator in the task of ultimate quantification; and for support of that statement we need look no farther than the divided Bench in the recent Metal Trades work value wage inquiry. Moreover, not only is the quantification an arbitrary process but so, too, are the matters that are to be taken into consideration—witness the "teamwork" question in the case just mentioned. In the case of wage fixing by comparisons we have quite a number of rules to follow and they have been set forth at length in many judgments of arbitrators throughout Australia. They are "rules" only in the sense that they are guide lines which arbitrators have found it useful or convenient to follow to achieve a particular end, namely, approximate parity between workers of a similar type.

I have mentioned that in "work value" cases the factors to be taken into consideration are arrived at arbitrarily. I do not mean by this, of course, that they have been arrived at capriciously. On the contrary, I believe that they have been selected, in the main, with a particular end in view, an end which is also served by the principle of comparative wage justice, namely, uniformity of award rates for the same class of work. Or perhaps it would be more correct to say that the preponderating influence of the principle of uniformity has made the choice of those factors in "work value" cases and the evaluation of "rules" in comparative wage justice cases appear to be natural and almost inevitable.

The principle of uniformity is a convenient one. It is convenient for unions whose members follow the same calling in different industries for it removes the need to re-examine and re-argue, industry by industry, the question of the value to be attached to work in a particular calling. It is convenient to employers for a similar reason and, it has often been said, for the additional reason that it places all employers on an equal competitive footing. It is convenient to the Commission in that it facilitates the Commission's work. But though the principle is justified by convenience and by other considerations as well, it is not a principle to which we are necessarily compelled by the industrial law of this State, and for those who might seek to deny that by reference to section 85 of the Industrial Arbitration Act, I point at once to subsection (2) of section 83 of that Act. Indeed, an examination of section 6 (Definition of "Industrial Matter"), of sections 61, 61C, 65, 66 and 74 and a little reflection on the effect of the decision of the Supreme Court in Parker's Case (6 W.A.I.G. 377) would suggest that the emphasis in the Act is upon an industry by industry determination. Be that as it may, the principle of uniformity is not and has not been immutable and has been departed from in a number of awards; and it certainly carries no great weight in the world of actual wages. In particular, in the industry now under consideration, uniformity of actual wage rates is simply non-existent and (to carry forward the negative) non-existent in significant degree. Moreover, as I have mentioned, the unions see no advantage in such uniformity in this industry. Uniformity of wage rates for workers in the same calling, whether employed in different industries or by different employers in the same industry, is a convenient and useful principle and should not, in my opinion, be needlessly or universally abandoned. It is not, however, a principle that must necessarily at all times and in all cases govern the settlement of an industrial dispute.

The question is, of course, whether the Commission, in the exercise of its discretion, should adhere to that principle in the present case. I am satisfied that it should not. In the first place it is to be observed, as I have mentioned, that the employers in the industry do not, with respect to actual wages, aim at uniformity. Secondly, as I have also mentioned, the unions not only do

not seek uniform wages but expressly recognise that allowance should be made for differences in profitability and capacity to pay of the various companies in the industry. Thirdly, I am satisfied that it is entirely proper for the Commission to have regard for the capacity of an industry to pay wages, not simply as a test of whether wages determined on other grounds may be awarded but as a reason in itself for awarding particular wages. Of course I do not suggest that it should necessarily be the only factor to be looked at but, like all other factors that are considered by wage fixing tribunals in fixing wages, it is a factor whose importance must be assessed in the light of particular circumstances and in the light of the tribunal's statutory obligations. In this State our primary obligation is the prevention and settlement of industrial disputes. In consonance with that obligation, section 61 of the Act confers on the Commission jurisdiction to enquire into any industrial dispute in any industry and "in respect of that industry" to make an award fixing "the rates of wages payable to workers in the calling or callings to which the industrial . . . dispute relates".

In the present case an industrial dispute concerning the wages to be paid in a particular industry has been referred to the Commission. It is, as I have said, a genuine dispute. It is a dispute having its genesis in the belief by the workers that the industry is a very prosperous one and that, having the capacity to pay a higher wage, it should do so. The dispute comes before the Commission at a time when there is general acceptance of the proposition that workers should share in the fruits of industry and a settled acceptance in National Wage cases (and, before that, in Commonwealth Basic Wage cases) that wages should be fixed at the highest level the economy can sustain. In assessing what that highest level may be, the Commonwealth Commission makes its decisions, in National Wage cases, in the light of the consequences that, in the opinion of that Commission, should be avoided if wage justice is to be attained, and if we were concerned in these proceedings with assessing the maximum capacity of this industry to pay wages it would be necessary to form similar opinions concerning the consequences of a wage increase. But we are not, in these proceedings, concerned with questions of maximum capacity but simply with whether capacity exists to pay wages of the order claimed. As to that, I am satisfied that such capacity exists and I reach that conclusion partly from the published trading results of Hamersley Iron Pty Ltd and Consolidated Goldfields of Australia (a one-third partner in Goldsworthy Mining Limited) but mainly from an examination of unit costs and profits made available at the Commission's request by Western Mining Corporation. Furthermore, the nature and extent of the contracts signed by Mount Newman Mining Company Limited leave no room for doubt that its capacity to pay wages will at least equal that of other companies in the industry. I make no analysis here of the information supplied by Western Mining Corporation for the reason that it was supplied on a confidential basis. Moreover, should the companies wish to dispute their capacity to pay, they will have the opportunity to do so when this matter is next before the Commission.

I have mentioned and I emphasise that although capacity to pay is, in my view, a factor that may properly be considered in the assessment of wages in individual industries, it is not the only factor and it must not be thought that a claim for a wage increase in any industry will be granted simply because the industry is enjoying prosperous times. The Commission must always weigh carefully the consequences of its decisions in both the short term and, so far as it is able, the long term. In coming to my present decision I have borne in mind that the industry is mainly concerned with the export of iron ore under long term contracts, that the increases proposed will not affect profits to a significant degree nor the amount of money available for financing expansion nor, in my opinion are the increases likely to have an inflationary effect. I appreciate that if wages are increased in a number of industries on the ground of capacity it may bring some pressures to bear on industries which do not have capacity but the fact that the Commission may have to act firmly to prevent injustice then, should not cause it to refrain from doing what it believes to be just, now.

I therefore approve in principle the claim for an additional wage in this industry based on the capacity of the individual employers engaged therein. I would not, however, grant the claim in the form in which it has been made and would expect that, when the liberty to apply is exercised, the claim will be quantified. It will be apparent to the parties that, in view of the circumstances in which the liberty has been reserved, any claim made pursuant to that liberty should not, with respect to Hamersley Iron Pty Ltd, Goldsworthy Mining Limited and, I think, Western Mining Corporation, exceed the amount that would have resulted had the unions' primary claim been granted in the main proceedings. It may be necessary for the unions to confer with Mount Newman Mining Limited before formulating their application, and it may also be desirable for the unions to discuss with Dampier Mining Company the question whether the present production bonus scheme should be continued with or without alteration.

Finally, I think I should say that although, in my opinion, this Commission can and, in a proper case, should fix wages on the basis discussed in this judgment, it is far better if mutually satisfactory arrangements for wage adjustments on that basis can be arrived at by *bona fide* negotiation. With that in mind it is my present intention, when the matter is next before me, to reserve liberty to that end exercisable after 31st December, 1970.

Decision accordingly.

(For judgment see Vol. 48 p. 898.)

MOTEL, HOSTEL AND SERVICE FLATS WORKERS.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 44 of 1968.

Between the Hotel, Club, Caterers, Tea Room and Restaurant Employees' Industrial Union of Workers, Perth, Applicant, and the Narrows Motel and others, as per schedule attached, Respondents.

COMMISSIONER J. R. FLANAGAN, 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 Motel, Hostel and Service Flats Workers Award 1969, and replaces awards numbered 36 of 1959 as amended, 23 of 1955 as amended and 16 of 1931 as amended.

2.—Arrangement.

1. Title.
2. Arrangement.
3. Area.
4. Scope.
5. Term.
6. Definitions.
7. Hours.
8. Spread of Shifts.
9. Additional Rates.
10. Overtime.
11. Casual Workers.
12. Holidays.
13. Annual Leave.
14. Absence through Sickness.
15. Travelling Facilities.
16. Board and/or Lodging.
17. Change and Rest Rooms.
18. Uniforms and Laundering.
19. Limitation of Work.
20. Higher Duties.
21. Board of Reference.
22. Roster.
23. Record.
24. Payment of Wages.
25. Contract of Service.
26. Wages.
27. Junior Workers.
*28. Preference to Unionists.
29. Posting of Award.
30. First Aid Kit.
31. Protective Clothing.
32. Long Service Leave.
33. Under Rate Workers.
34. Breakdowns.
35. Part Time Workers.

* Denotes Disputed Clause.

3.—Area.

This award shall have effect over the area comprised within the South West Land Division of the State of Western Australia.

4.—Scope.

This award shall apply to all workers employed in the callings described in clause 26 of this award in the Motel, Hostel and Service Flat Industry. Provided that this award shall not apply to workers covered by the Hotel Workers' Award No. 15 of 1967 or any award replacing it.

5.—Term.

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

6.—Definitions.

For the purpose of this award a Motel, Hostel or Service Flat shall mean a residential establishment, not being an Hotel licensed to sell fermented or spirituous liquors, where boarders and/or lodgers are catered for, for pay or reward, or, where furnished or unfurnished apartments are sublet to tenants and where there is service as to provisions of meals and/or cleaning.

Provided that this definition shall not include any establishment where not more than six boarders and/or lodgers not being members of the proprietor's family are received for pay or reward.

7.—Hours.

(1) the ordinary hours of duty shall be forty per week not exceeding eight per day; to be worked over not more than five and a half days of the week within the spread of hours referred to in clause 8 and subject to the additional rates prescribed in clause 9. Notwithstanding the foregoing, the ordinary hours of duty for Night Porters may be spread over six days per week.

(2) If a worker is at liberty to leave the premises of the employer for any time, being not less than half an hour, but elects to remain thereon, the time he remains on the premises shall not be included in his or her working time.

(3) The half day referred to in (1) hereof shall finish not later than 2 p.m.

(4) Night Porters—Night Porters shall be entitled to one night off duty in each week. Provided that, if work is performed by a night porter in lieu of his night off, he shall be paid for such work at the rate of time and one half. This provision shall not be availed of more than on six nights in any one year. Any dispute arising out of this provision shall be referred to the Board of Reference.

(5) Subject to clause 8, no worker shall be required to work for more than five and a half hours without a break for a meal. Such break shall be not less than one-half hour and not more than one hour.

8.—Spread of Shifts.

(1) "Daily spread of shift" shall mean the time which elapses from the worker's starting time to the worker's finishing time for the day.

(2) "Weekly spread of shift" shall mean the aggregate number of hours contained in the daily spreads for a week.

(3) The weekly spread of shifts shall not exceed seventy hours.

(4) Subject to Clause 10—Overtime, the longest spread of shift in any one day shall not exceed twelve and a half hours.

(5) In addition to breaks of at least half an hour, but not more than one hour each for meals, there may be a break of at least two hours during each shift. Such break of at least two hours may include a meal break.

9.—Additional Rates for Ordinary Hours.

(1) A Worker who is required to work any of his ordinary hours between 8 p.m. and 6 a.m. Monday to Friday both inclusive shall be paid at the rate of an extra fifteen cents per hour for each such hour worked.

(2) All ordinary hours worked on Saturdays shall be paid for at an extra twenty-five per cent. and all ordinary hours worked on Sundays, shall be paid for at an extra fifty per cent.

(3) All ordinary hours worked on the half day referred to in subclause (1) of clause 7 of this award in any week, shall be paid for at the rate of an additional forty cents for each such hour worked. This extra amount is additional to the rates applicable to such ordinary hours referred to in subclause (1) of clause 7, pursuant to subclauses (1) and (2) of this clause.

(4) The foregoing rates shall not be in addition to the rates prescribed for casual or part-time workers.

(5) Provided that this clause shall not apply to workers employed by the following employers situated at Bunbury:—

Central Private Hotel.

Koombana Guest House.

Indiana Guest House.

Yanget Guest House.

10.—Overtime.

(1) All work done outside the daily spread provided in clause 8 or beyond eight hours in any one day, or beyond forty hours in any one week, shall be deemed overtime.

(2) Overtime shall be paid for at the rate of time and a half. Provided that any overtime in excess of seven hours in any one week shall be paid for at the rate of double time.

(3) Notwithstanding anything contained in this award—

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

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

11.—Casual Workers.

(1) A casual worker shall mean a worker engaged on an hourly contract of service.

(2) Casual Workers shall be paid at the rate of time and a half.

(3) Casual workers shall not be engaged for less than two consecutive hours.

(4) The rate of time and a half shall be increased to double time for work on the holidays referred to in clause 12.

(5) The provisions of clauses 12, 13 and 14 shall not apply to casual workers.

12.—Holidays.

(1) (a) The following days shall be observed as paid holidays—New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, State Foundation Day, Christmas Day or Boxing Day: Provided that all work done on such days shall be paid for at the rate of double time.

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

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

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

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

(5) In addition to any payment to which he may be entitled under subclause (3) of this clause, a worker whose employment terminates after he has completed a twelve monthly qualifying period and who has not been allowed the leave prescribed under this award in respect of that qualifying period shall be given payment in lieu of that leave or, in a case to which subclauses (6) and (7) of this clause applies, in lieu of so much of that leave as has not been allowed, unless—

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

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

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

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

14.—Absence through Sickness.

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

subject to subclause (7) hereof, payment for absence through such ill-health shall be limited to one week's pay in each calendar year.

(2) 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.

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

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

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

(6) Notwithstanding the provisions of subclause (5) hereof, a worker who has already been allowed paid sick leave on one occasion, shall not be entitled to payment for any further absence unless he produces to the employer a medical certificate stating that he was unable to attend for duty on account of personal ill-health.

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

15.—Travelling Facilities.

(1) Where a worker is detained at work until it is too late to travel by the last ordinary bus, train or other regular conveyance to his or her usual place of residence the employer shall provide proper conveyance.

(2) This clause shall not apply to a worker who usually has his or her own means of conveyance.

16.—Board and/or Lodging.

(1) No worker shall be compelled to board and/or lodge on the employer's premises and it shall not be a condition of employment that any worker shall board and/or lodge on the employer's premises, but where by mutual consent board and/or lodging is provided, the employer shall be entitled to deduct in respect of such worker the following amounts:—

(a) Full board and lodging—twenty-seven per cent. of the male basic wage.

(b) Full lodging—seven per cent. of the male basic wage.

(c) Full board of twenty-one meals per week—twenty per cent. of the male basic wage.

(d) The foregoing amounts shall be reduced *pro rata* for any period less than one week.

(2) Mutual consent for the purpose of this clause means a document which the worker has signed agreeing to the amount of board and/or lodging offered by the employer. Such agreement may be cancelled by either party giving seven days' notice in writing to the other party.

(3) Workers sleeping in shall be provided with a common sitting room apart from their bedrooms and shall have access to a properly equipped bathroom and also have access to a laundry at such times as are mutually agreed upon between the worker and the employer.

(4) Any dispute in respect of the application of this clause shall be referred to the Board of Reference.

17.—Change and Rest Rooms.

Adequate change and rest rooms shall be provided by the employer in cases where the employees do not reside on the premises. Such rest rooms shall be provided with table, chairs and a lounge, couch or bed. These workers shall have access to a bathroom.

18.—Uniforms and Laundering.

(1) The employer may require plain white headbands to be worn by female employees. Aprons, caps, collars, cuffs or any special uniforms required to be worn shall be supplied by the employer and shall be the property of the employer. Black dresses as usually worn by housemaids if in each instance are suitable and appropriate as ordinary street clothes shall not be deemed to be special uniforms within the meaning of this clause.

(2) If an employer requires female employees to wear aprons, caps, collars, cuffs or any special uniforms he shall pay to such employees forty cents per week for the laundering of same, otherwise he shall cause the same to be laundered at his own expense.

(3) If any employer requires coats to be worn by his male employees he shall pay them forty cents per week extra for the laundering of the same or cause such coats to be laundered at his own expense.

(4) Any dispute in respect to the application of this clause shall be referred to the Board of Reference.

19.—Limitation of Work.

(1) No female worker shall be required to climb ladders or any substitute therefor, for the purpose of cleaning electric fans, fan lights, walls or windows.

(2) No female worker shall be required to clean out men's public lavatories or men's lavatories within the employer's estalishment.

(3) Nothing in this clause shall prohibit the cleaning by females of lavatories attached to a bedroom or a suite.

20.—Higher Duties.

Any worker performing work for more than two hours in any day on work carrying a higher prescribed rate of wage than that in which he is engaged shall receive such higher wage for the time so employed.

21.—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.

22.—Roster.

(1) A roster of the working hours shall be exhibited in the office of each establishment and in such other place as it may be conveniently and readily seen by each worker concerned.

(2) Such roster shall show—

(a) the name of each worker;

(b) the hours to be worked by each worker each day and the breaks in shifts to be taken.

(3) The roster in the office shall be open for inspection by a duly accredited representative of the union at such times and place as the record book is so open for inspection.

(4) A duly accredited representative of the union shall be permitted to inspect the roster available to the workers not more than once in any week during the times the record book is so open for inspection. Provided that the duly accredited representative must notify the employer before entering the place where the roster is kept.

(5) Such roster shall be drawn up in such manner as to show the hours of each worker for one week in advance of the date of the roster, and may only be altered on account of the sickness or absence of a worker, or on account of any contingency that the employer could not reasonably foresee.

23.—Record.

(1) The employer shall keep, or cause to be kept, at his business premises or at each of them if more than one, a time and wages record wherein shall be entered the name and occupation of each worker and in the case of junior workers, the age on his last birthday, the time each worker commences and finished work each day, the hours worked by a worker each day, the total hours worked each week and the wages paid to each worker.

(2) The record shall be entered up from day to day.

(3) The employer and the worker shall be severally responsible for the proper daily entering of the record, which shall be initialled, if correct, by the worker daily. The hours shown as worked in the record shall be *prima facie* evidence of the correctness thereof in any proceedings for the enforcement of this award.

(4) The record shall be open to inspection by a duly accredited representative of the union, at the office of the employer, on days other than Saturday and Sunday between the hours of 9 a.m. and 5 p.m. (except from 1 p.m. to 2 p.m.) and the representative may be allowed to take extracts therefrom.

24.—Payment of Wages.

(1) Wages shall be paid at least weekly. No employer shall hold more than one day's wages in hand.

Provided that whereby reason of this provision, wages become payable on a Sunday or a public holiday, such wages may be held in hand until the next following day.

(2) Workers whose weekly holiday or half day off falls on a pay day, shall be paid their wages upon a request from the worker to the employer, prior to the worker taking the day or half day off.

(3) A worker who lawfully leaves his employment or is dismissed for reasons other than misconduct shall be paid all moneys due to him at the termination of his service with the employer.

25.—Contract of Service.

Except for casual workers the contract of service shall be on a weekly basis provided that one day's notice of termination may be given on either side or in the event of such notice not being given by the payment or forfeiture as the case may be of one day's pay.

26.—Wages.

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

	$
(1) Basic wage (per week):	
Males	35.45
Females	27.08
(2) Classification (margin per week over male or female basic wage):	
Cooks—in establishment where three cooks are employed—	
First cook	12.60
Second cook	9.10
Third cook	7.60
Where more than three cooks are employed the minimum shall be	7.60
Where two cooks are employed—	
First cook	10.55
Second cook	8.25
Where only one cook is employed	9.30
Waiter	6.10
Kitchenman or Pantryman	4.90
Night Porter	4.95
Hall Porter	4.90
Steward	6.10
Lift Attendant	4.90
Yardman and other adult male workers not otherwise specified	4.90
Waitress	6.10
Housemaid	6.10
All other Females	6.10

(3) Liberty is reserved to the applicant Union to apply to amend this award to provide for additional callings.

27.—Junior Workers.

(1) Male workers under the age of twenty-one years may be employed as junior workers in any of the occupations covered by this award, in the proportion of one junior to every two or fraction of two adult workers employed in the same occupation, at the following rates:—

Per cent. of Male Basic Wage per week:	%
Under 18 years of age	50
Between 18 and 19 years of age	65
Between 19 and 20 years of age	80
Between 20 and 21 years of age	95

Provided that, where no adult is employed, one junior male may be employed, except in the kitchen.

(2) Female Workers—Female workers under the age of nineteen years may be employed as junior workers in any of the occupations covered by this award, in the proportion of one junior to every two or fraction of two adult workers employed in the same occupation at the following rates:—

Per cent. of Female Basic Wage per week:	%
Under 18 years of age	60
Between 18 and 19 years of age	70
At 19 years of age, full adult rates.	

Provided that, where no adult is employed, one junior female may be employed.

28.—Preference to Unionists.

(1) In this clause—"the union" means The Hotel, Club, Caterers, Tearoom and Restaurant Employees' Industrial Union of Workers, Perth; "unionist" means a worker who is a member of the union; "non-unionist" means a worker who is not a member of the union.

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

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

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

(c) thereafter remain a unionist while so employed.

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

(a) who holds a certificate of exemption from membership of the union issued and in force pursuant to section 61B of the Industrial Arbitration Act, 1912-1968;

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

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

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

(b) Where paragraph (a) of this subclause operates so as to require the dismissal of a non-unionist by his employer, the provisions of clause 25 of this award are hereby declared inoperative in respect of that dismissal but only if—

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

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

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

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

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

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

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

whichever is the later;

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

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

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

(a) who holds a certificate of exemption from membership of the union issued and in force pursuant to section 61B of the Industrial Arbitration Act, 1912-1968; or

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

29.—Posting of Award.

A copy of this award, if supplied by the union, shall be allowed to be posted in a place easily accessible to the workers.

30.—First Aid Kit.

An adequate first aid kit shall be provided in all establishments and be easily accessible to all workers.

31.—Protective Clothing.

(1) Workers who are required to wash dishes, clean toilets or otherwise handle detergents, acids, soaps or any other injurious substance shall be supplied upon request with rubber gloves.

(2) Any worker who is required to work in the rain shall be supplied with suitable protective clothing.

(3) All articles supplied shall remain the property of the employer and shall be returned when required, in good order and condition, fair wear and tear excepted.

(4) Any dispute in respect to the application of this clause shall be referred to the Board of Reference.

32.—Long Service Leave.

The long service leave provisions published in Volume 44 of the *Western Australian Industrial Gazette* at pages 606-612 both inclusive, are hereby incorporated in and shall be deemed to be part of this award.

33.—Under-Rate Workers.

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

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

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

34.—Breakdowns.

The employer shall be entitled to deduct payment for any day or portion of a day upon which the worker cannot be usefully employed, because of any strike by the Union or Unions affiliated with it, or by any other association or union, or through the breakdown of the employer's machinery or any stoppage of work by any cause which the employer cannot reasonably prevent.

35.—Part Time Workers.

(1) Notwithstanding the provisions of clause 7 hereof, an employer shall be at liberty to employ part-time workers in the proportion of one part-time worker to every four full-time workers or part thereof.

(2) For the purpose of this clause, part-time workers means workers regularly employed on a weekly basis for not less than two consecutive hours per day, and who work fifteen hours or more but less than forty hours per week and on not more than five days per week.

(3) Such workers whilst so employed shall be paid at the rate of twenty-five per cent in addition to the ordinary rate reduced to an hourly basis; provided that this rate shall be increased to fifty per cent., for Sunday work and to one hundred per cent. for work on holidays referred to in clause 12.

(4) The provisions of clauses 12, 13 and 14 shall not apply to part-time workers.

(5) A part-time worker shall after twelve months continuous service be entitled upon request to be absent without pay for a period not exceeding three weeks. The period of absence shall be arranged at a time mutually satisfactory to the employer and the worker.

In witness whereof this award has been signed by the said Commissioner this 13th day of February, 1969.

J. R. FLANAGAN,
[L.S.] Commissioner.

Schedule of Respondents.

Auto Lodge, 891 Canning Highway, Canning Bridge.
Cannington Motel, 1514 Albany Highway, Cannington.
Florina Lodge, 6 Kintail Road, Canning Bridge.
Flag Motor Lodge, 129 Gt. Eastern Highway, Rivervale.
Forrest House, 221 St. George's Terrace, Perth.
Highway Motel, Albany Highway, Bentley.
Narrows Motel, 2 Preston Street, Como.
Red Castle Motel, 200 Gt. Eastern Highway, Rivervale.
Terminal Motor Lodge, 150 Bennett Street, Perth.
Townlodge, 134 Mill Point Road, South Perth.
Belmont Park Motel, 285 Gt. Eastern Highway, Belmont.
Britannia Hotel, 253 William Street, Perth.
Como Lodge, 29 Gardner Street, Como.
Crystal Private Hotel, 571 Hay Street, Perth.
Derward Private Hotel, 97 Murray Street, Perth.
Glynlee Private Hotel, 209 Adelaide Terrace, Perth.
Learmonth Private Hotel, 1144 Hay Street, West Perth.
Mount Private Hotel, 52 Mount Street, Perth.
Railton Temperance Hotel, 70 Pier Street, Perth.
Rose & Crown Private Hotel, 105 Swan Street, Guildford.
Cambray Guest House, 199 St. George's Terrace, Perth.
Cloisters Guest House, 200 St. George's Terrace, Perth.
Collieville Guest House, 180 Adelaide Terrace, Perth.
Hostel Manly, 102 Marine Parade, Cottesloe.
Romily House, 19 Shenton Road, Claremont.
St. Clair Hostel, 55a Bay View Terrace, Claremont.
Eastway Gardens, 1 Minora Drive, Belmont.
Southway Service Flats, 35 Angelo Street, South Perth.
Westhaven House, 2 Eric Street, Cottesloe.
Highway Motel, Keane Street, Geraldton.
Highway Marquis Motel, Ocean Drive, Bunbury.
Highway Marquis Motel, Albany Highway, Albany.
Albany Motel, Perth Road, Albany.
Motel Bunbury, Forrest Avenue, Bunbury.
Ocean Drive Motel, Ocean Drive, Bunbury.
Paradise Motel, Pries Avenue, Busselton.
Collie Auto Motel, Throssell Street, Collie.
Golden Grain Motel, Hyden Road, Corrigin.
Geraldton Motel, Gt. Northern Highway, Geraldton.
Jumbuk Motel, Albion Street, Katanning.
Bonnebeth Auto Lodge, Rose Street, Manjimup.
Motel Merredin, Gt. Eastern Highway, Merredin.
Narrogin Motel, 56 Williams Road, Narrogin.
Central Private Hotel, 85 Victoria Street, Bunbury.
Koombana House, 141 Victoria Street, Bunbury.
Oll-Roy Lodge, 52 Pinjarra Road, Mandurah.
Ace Motel, 382 Albany Highway, Albany.
Denmark Motel, Inlet Drive, Denmark.
Edinboro House, High Street, Denmark.
Blackwood Hostel, Amos Road, Bridgetown.
Yanget Guest House, 25 Victoria Street, Bunbury.
Harvey Hostel, Hayward Street, Harvey.
Sussex House, 85 Queen Street, Busselton.
Great Northern House, 43 Marine Terrace, Geraldton.
Grantown Guest House, 172 Marine Terrace, Geraldton.
Geraldton House, 92 Marine Terrace, Geraldton.
King George Hostel, Austral Terrace, Katanning.
Moora Motel, Roberts Street, Moora.
Northam Motel, John Street, Northam.
Y.M.C.A. Hostel, 113 Murray Street, Perth.

QUARRY WORKERS.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 13 of 1968.

Between Australian Workers' Union, Westralian Branch, Industrial Union of Workers, Applicant, and Bell Bros. Pty. Ltd., and others, Respondents.

COMMISSIONER J. R. FLANAGAN, 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 Quarry Workers' Award, 1969, and replaces Award No. 44 of 1948 as amended and award No. 43 of 1956 as amended.

2.—Arrangement.

1. Title.
2. Arrangement.
3. Area and Scope.
4. Term.
5. Contract of Service.
6. Higher Duties.
7. Hours (other than continuous shift workers).
8. Overtime (other than continuous shift workers).
9. Shift Work.
10. Continuous Shift Workers.
11. Rest Period after Overtime.
12. Meals.
13. Cookhouse Personnel.
14. Absence through Sickness.
15. Holidays.
16. Annual Leave.
17. Long Service Leave.
18. Preference to Unionists*.
19. District Allowance.
20. Travelling.
21. Distant Work.
22. Breakdowns.
23. Time and Wages Record.
24. Representative Interviewing Workers.
25. Posting Notices.
26. Special Rates and Provisions.
27. Wages.

* Denotes Disputed Clause.

3.—Area and Scope.

(1) Area—This award shall operate throughout the State of Western Australia.

(2) Scope—This award shall apply to workers who are eligible for membership in the applicant union and are employed in or in connection with the quarrying industry.

4.—Term.

The term of this award shall be from the beginning of the first pay period commencing on or after the date hereof until the 13th day of February, 1972.

5.—Contract of Service.

(1) (a) Except in the case of a casual worker, whose engagement shall be by the hour, the contract of hiring of every worker shall be a weekly contract terminable by one week's notice on either side, given on any working day or in the event of such notice not being given, one week's wages shall be paid or forfeited.

(b) Provided that for the first month of employment the contract of service shall be by the day, terminable by one day's notice on either side or by the payment or forfeiture of one day's pay.

(c) Provided further that the employer may, at any time, dismiss a worker for misconduct.

(2) The employer shall be under no obligation to pay for any day not worked upon which the worker is required to present himself for duty except when such absence from work is due to illness and comes within the provisions of clause 14 or such absence is on account of holidays to which the worker is entitled under the provisions of this award.

6.—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 half of one day or shift or more he shall be paid the higher rate for the whole day or shift.

7.—Hours (Other than continuous Shift Workers).

(1) (a) The ordinary working hours shall not exceed forty hours in any one week or eight hours in any one day and except in the case of shift workers, shall be worked between the hours of 6.30 a.m. and 5 p.m. Monday to Friday inclusive.

(b) Starting or finishing times other than those prescribed in paragraph (a) of this subclause may, in any particular case, be fixed by agreement between the employer and the union.

(c) The ordinary working hours shall be consecutive except for a meal interval which shall not be more than one hour.

(2) (a) Where three shifts are worked the forty hours shall be inclusive of crib time.

(b) The crib time to be allowed shall be twenty minutes which on a three shift system, but not otherwise, shall be counted as time worked.

(3) The provisions of this clause do not apply to cookhouse personnel.

8.—Overtime (Other than Continuous Shift Workers).

(1) For work done beyond the hours of duty on any ordinary day, payment shall be at the rate of time and a half for the first two hours and double time thereafter.

(2) (a) Work done on Saturdays after 12 noon or on Sundays or on any day prescribed as a holiday under this award shall be paid for at the rate of double time.

(b) Work done on Saturdays prior to 12 noon shall be paid for at the rate of time and one half for the first four hours and double time thereafter.

(3) When a worker is recalled to work overtime after leaving his employer's business premises he shall be paid for at least three hours at overtime

rates; provided that, except in the case of unforeseen circumstances arising, a worker shall not be required to work the full three hours if the job for which he was recalled is completed within a shorter period but if such worker is subsequently recalled to work within the period of three hours for which payment has been made, an additional payment shall not be made nor shall any extra overtime be paid in respect of any period covered by such minimum payment.

(4) These overtime rates shall not apply to excess time worked due to private arrangement between the workers themselves or owing to a relieving man failing to come on duty at the proper time. The time for which any worker may be paid at ordinary rates instead of overtime due to a relieving man failing to come on duty at the proper time, shall not exceed two hours, after the expiration of which overtime rates shall apply to the whole shift.

(5) When a worker is required for duty during any meal time whereby his meal time is postponed for more than three quarters of an hour, he shall be paid at overtime rates until he gets his meal.

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

(b) No union 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.

(7) Overtime on shift work shall be based on the rate payable for the shift worked.

(8) The provisions of this clause do not apply to cookhouse personnel.

9.—Shift Work.

(1) The provisions of this clause apply to shift work whether continuous or otherwise.

(2) A shift worker shall, in addition to his ordinary rate, be paid per shift of eight hours at the rate of ten per cent. of one-fifth of the basic wage when on afternoon shift and twelve and one half per cent of one-fifth of the basic wage when on night shift.

(3) Where a shift commences at or after 10.30 p.m. on any day, the whole of that shift shall be deemed, for the purposes of this award, to have been worked on the following day.

(4) (a) Where any particular process is carried out on shifts other than day shift, and less than five consecutive afternoon or five consecutive night shifts are worked on that process, then workers employed on such afternoon or night shifts shall be paid at overtime rates.

(b) The sequence of work shall not be deemed to be broken under the preceding paragraph by reason of the fact that work on the process is not carried out on a Saturday or Sunday or on any holiday.

(5) A worker who replaces a regular shift worker on afternoon or on night shift shall be paid the appropriate shift allowance prescribed in subclause (2) of this clause: Provided that where such afternoon or night shift necessitates the working of two ordinary eight hour shifts in a twenty-four hour period it shall be paid for at the appropriate overtime rate.

(6) All work performed during ordinary hours on Saturdays, Sundays or holidays shall be paid for at the rate of time and a half. This rate shall be in lieu of the allowances prescribed in subclause (2) of clause 9.

(7) The provisions of this clause do not apply to cookhouse personnel.

(8) Liberty is reserved to the parties to apply to amend this clause in all circumstances.

10.—Continuous Shift Work.

(1) The ordinary working hours shall not exceed forty in any one week to be worked in five shifts of eight hours each inclusive of crib time.

(2) Except as hereinafter provided all work done beyond the hours of duty on any day shall be paid for at the rate of double time.

(3) A worker called upon to work a regularly rostered overtime shift in not more than one week in any four weeks, shall be paid for such shift at the rate of time and one half for the first four hours and double time thereafter.

(4) These overtime rates shall not apply to excess time worked due to private arrangement between the workers themselves or owing to a relieving man failing to come on duty at the appointed time or where such time is worked to effect the periodical rotation of shifts. The time for which any worker may be paid at ordinary rates instead of overtime due to a relieving man failing to come on duty at the appointed time shall not exceed two hours after the expiration of which overtime rates shall apply to the whole of the shift.

(5) Overtime on shift work shall be based on the rate payable for the shift worked.

(6) When a worker is recalled to work overtime after leaving his employer's business premises he shall be paid for at least three hours at overtime rates; provided that except in the case of unforeseen circumstances arising, a worker shall not be required to work the full three hours if the job for which he was recalled is completed within a shorter period but if such worker is subsequently recalled to work within the period of three hours for which payment has been made, an additional payment shall not be made nor shall any extra overtime be paid in respect of any period covered by such minimum payment.

11.—Rest Period after Overtime.

(1) 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.

(2) A worker (other than a casual worker) who works so much overtime between the termination of his ordinary work on any one day and the commencement of his ordinary work on the next day that he has not had at least eight consecutive hours off duty between those times shall, subject to this clause, be released after completion of such overtime until he has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(3) If, on the instructions of his employer, such a worker resumes or continues work without having had such eight consecutive hours off duty he shall be paid at double rates until he is released from duty for such period and he shall then be entitled

to be absent until he has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

12.—Meals.

(1) Subject to the provisions of subclause (2) a worker required to work overtime for more than two hours shall be supplied with a meal by the employer or be paid sixty-five cents for a meal, and if, owing to the amount of overtime worked, a second or subsequent meal is required he shall be supplied with each such meal by the employer or be paid forty-five cents for each meal so required.

(2) The provisions of subclause (1) do not apply—

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

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

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

13.—Cookhouse Personnel.

(1) The minimum rates of wages payable to mess personnel shall be— $

(a) Basic Wage: (per week) 35.45

(b) Margins: (per week over basic wage)

Adult Males—

Head cook	10.55
Cook	8.25
Mess attendant	4.90

(2) All time worked by workers in the mess outside the daily spread of twelve hours or in excess of forty hours in any one week shall be deemed overtime and paid for at the rate of time and one half: Provided that overtime in excess of four hours in any one week shall be paid for at the rate of double time.

(3) All time worked during ordinary hours on a Saturday shall be paid for at the rate of time and a quarter and on a Sunday or a holiday at the rate of time and one half.

14.—Absence through Sickness.

(1) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health at the rate of 1/12th of a week's pay for each completed month of service. Provided that, subject to subclause (6) hereof, payment for absence through such ill-health shall be limited to one week's pay in each calendar year.

(2) 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.

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

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

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

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

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

15.—Holidays.

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

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

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

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

16.—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) Seven-day shift workers, that is shift workers who are rostered to work regularly on Sundays and holidays, shall be allowed one week's leave in addition to the leave prescribed in subclause (1) hereof. Where a worker with twelve months' continuous service is engaged for part of a qualifying twelve-monthly period as a seven day shift worker, he shall be entitled to have the period of three consecutive weeks' annual leave prescribed in subclause (1) hereof increased by one twelfth of a week for each month he is continuously engaged as aforesaid.

(3) If any prescribed 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.

(4) After one month's continuous service in any qualifying twelve-monthly period a worker whose employment terminates shall, subject to the provisions of subclause (2) of this clause, be paid one quarter of a week's pay at his ordinary rate of wage in respect of each completed month of service in that qualifying period.

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

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

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

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

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

(9) In the event of a worker being employed by an employer for portion only of a year, he shall only be entitled, subject to subclause (4) of this clause, to such leave on full pay as is proportionate to his length of service during that period with such employer, and if such leave is not equal to the leave given to the other workers, he shall not be entitled to work or pay whilst the other workers of such employer are on leave on full pay.

17.—Long Service Leave.

The Long Service Leave provisions published in Volume 45 of the *Western Australian Industrial Gazette* at pages 15 to 21 inclusive, are hereby incorporated and shall be deemed to be part of this award.

18.—Preference to Unionists.

(1) In this clause—

"the union" means Australian Workers' Union, Westralian Branch, Industrial Union of Workers;

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

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

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

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

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

(c) thereafter remain a unionist while so employed.

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

(a) who holds a certificate of exemption from membership of the union issued and in force pursuant to section 61B of the Industrial Arbitration Act, 1912-1968;

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

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

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

(b) Where paragraph (a) of the sub-clause operates so as to require the dismissal of a non-unionist by his employer the provisions of subclause (1) of clause 5 of this award are hereby declared inoperative in respect of that dismissal but only if—

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

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

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

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

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

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

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

whichever is the later;

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

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

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

(a) who holds a certificate of exemption from membership of the union issued and in force pursuant to Section 61B of the Industrial Arbitration Act, 1912-1968; or

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

19.—District Allowance.

(1) In addition to the wages prescribed in clause 13 and 27 hereof, allowances shall be paid at the rates set out below, to the workers employed in the following areas:—

Boundary of Districts and allowance per week:	$
(a) The area within the State for which an allowance is not provided for hereafter and including that area within a radius of ten miles of Kalgoorlie, Boulder and Southern Cross	Nil
(b) The area within the following districts except that area situated within a radius of ten miles of Kalgoorlie, Boulder and Southern Cross:—	
Carrabin and Bullfinch to Southern Cross	0.52
Southern Cross and eastward to Kanowna	0.52
Coolgardie to Salmon Gums	0.52
Southward of Salmon Gums to Esperance	0.23
Northward of the Kalgoorlie radius Wuraga and eastward and northward thereof to Meekatharra	0.70
Hopetoun-Ravensthorpe	0.70
The area within the following districts:—	
(c) Three miles eastward of Meekatharra to Wiluna	1.05
(d) The area within a line commencing on the coast at lat. 24°; thence east to the South Australian border; thence south to the coast; thence along the coast to long. 123°; thence north to the intersection of lat. 26°; thence west along lat. 26° to the coast	3.00
(e) That area of the State situated between lat. 24° and a line running due east from Carnot Bay to the Northern Territory border	6.00
(f) That area of the State north of a line running due east from Carnot Bay to the Northern Territory border	7.00

(2) The above allowances cover a week, whether of five, six or seven days. For periods of less than five days, one-seventh of the above shall be payable for each day or part thereof. Provided, however, that workers who have worked at least one half of a week shall be given the benefit of Sunday in the calculation of district allowance.

(3) Workers provided with free board and lodging by the employer shall be paid half the rates prescribed in subclause (1) hereof.

20.—Travelling.

(1) The provisions of this clause apply only in respect of employment north of south latitude 26°.

(2) Subject to the provisions of this clause the fare of a worker from the place of engagement to any place of employment shall be paid by the employer and the worker shall be paid at ordinary rates for not more than eight hours in any day for time spent in travelling to the place of employment including the time occupied in waiting for transport connections, but if a worker uses a mode of travel not approved by the employer, travelling time in excess of eight hours shall not be allowed unless the Board of Reference otherwise determines.

(3) The amount of the fare paid by an employer pursuant to subclause (2) of this clause, may be deducted from the subsequent earnings of the worker concerned in such manner as is agreed in writing between the worker and the employer.

(4) If a worker completes six months' continuous service with an employer or is dismissed before that time through no fault of his own, any amount deducted by that employer from the worker's wages pursuant to subclause (3) of this clause, shall be refunded to the worker.

(5) The employer shall pay the fare of the worker from the place of employment to the place of engagement if the employment terminates and—

(a) the worker has completed twelve months' continuous service with that employer; or

(b) the worker has completed six months' continuous service with that employer and is dismissed through no fault of his own.

(6) Where a worker has completed six months' continuous service and leaves for a reason deemed reasonable by his employer, he shall be paid one-sixth of the fare referred to in subclause (5) of this clause for each completed month of service in excess of six months.

21.—Distant Work.

(1) (a) Where a worker is sent by his employer or is engaged or selected or advised by an employer to proceed to a job or is told by an employer that a job will be available at such distance that he cannot return to his home each night, he shall, (subject to this clause) be paid an allowance of $4 per day or part thereof for the first six days and $25.20 per week for seven days thereafter, except where full board and lodging is provided by the employer.

(b) In cases where full board and lodging is not provided by the employer the amounts payable in paragraph (a) of this subclause shall be reduced by—

(i) $4 per week where the employer at his own cost provides the worker with a proper mess room and the cooking of the worker's food.

(ii) $8.40 per week where the employer at his own cost provides the worker with suitable accommodation.

(iii) $16.80 where the employer at his own cost provides the worker with full board.

(2) (a) A worker to whom the provisions of subclause (1) of this clause apply shall be paid an allowance of four dollars for any weekend that he returns to his home from the job but only if—

(i) he advises the employer or his agent of his intention no later than the Tuesday immediately preceding the weekend in which he so returns;

(ii) he is not required for work during that weekend;

(iii) he returns to the job on the first working day following the weekend; and

(iv) the employer does not provide or offer to provide suitable transport.

(b) If a worker elects to return to his home at the weekend after three months' continuous service away from home in the employ of the one employer and thereafter at the end of each three-monthly period, he shall be paid a second class return rail or road bus fare on the pay day which immediately follows the date on which he returns to the job, unless travelling facilities are provided. This subclause shall not apply where the worker has visited his home at the employer's expense, whether under this subclause or otherwise, during the three monthly period.

(c) When a worker has been engaged by the one employer for six months to work at a distant place from which it was not practicable to return to his home at the end of three months, he shall at the end of six months be granted one day's leave without pay to enable him to return to his home during such "long" weekend and, unless travelling facilities are provided, he shall be paid a second class return rail or road bus fare on the pay day which immediatetly follows the date on which he returns to the job. Provided that a worker on jobs in the area of the State north of latitude 26 S., shall after working continuously for an employer for six months without returning to his home be paid an additional three days' pay and after working for an employer continuously for 12 months be granted two days' leave without pay and be paid his return air fares between the job and his home on the pay day immediately following his return to the job. Provided further that for any specified job in the area of the State north of latitude 26 S., with the consent of the union, any other arrangement acceptable to the workers may be substituted for the foregoing provision.

(d) For the purpose of this clause the worker's home shall be deemed to be the place of engagement.

22.—Breakdowns.

(1) The employer is entitled to deduct payment for any day upon which a worker cannot be usefully employed because of a strike by any of the unions party to this award, or by any other association or union.

(2) The provisions of subclause (1) of this clause also apply where the worker cannot be usefully employed through any cause which the employer could not reasonably have prevented but only if, and to the extent that, the employer and the union or unions concerned so agree or, in the event of disagreement, the Board of Reference so determines.

(3) Where the stoppage of work has resulted from a breakdown of the employer's machinery the Board of Reference, in determining a dispute under subclause (2) of this clause, shall have regard for the duration of the stoppage and the endeavours made by the employer to repair the breakdown.

23.—Time and Wages Record.

(1) Each employer shall keep a time and wages record or records showing the name of each worker, the nature of his work, the hours worked each day and the wages and allowances paid each week. Any system of automatic recording by means of machines shall be deemed to comply with this provision to the extent of the information recorded.

(2) The time and wages record shall be open for inspection by a duly accredited representative of the union party to this award during the usual office hours at the employer's office or other convenient place, and he shall be allowed to take extracts therefrom.

24.—Representative Interviewing Workers.

(1) On notifying the employer or his representative, an accredited representative of the union, shall be permitted to interview a worker or workers during the recognised meal break on the business premises of the employer at the place at which the meal is taken but this permission shall not be exercised without the consent of the employer more than once in any one week.

(2) An accredited representative of the union, on notifying the employer or his representative, shall be permitted to enter the business premises to view the work but shall not interfere in any way with the carrying out of such work.

25.—Posting Notices.

The employer shall keep a copy of this award in a convenient place in the plant and quarry, and he shall also provide a notice board for the posting of union notices.

26.—Special Rates and Provisions.

(1) Any worker working in wet ground shall be paid 30 cents per day extra. "Wet ground" for the purpose of this subclause shall mean, ground, where the water is over the worker's ankles, or where in performing the work, the splashing of water or mud saturates the worker's clothing. If any dispute arises as to whether or not a place is a "wet place", and failing agreement by the parties, the matter shall be referred to the Board of Reference for determination.

(2) Men working on plant, shall, upon request, be supplied with respirators.

27.—Wages.

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

	$
(1) Basic Wage (per week)	35.45
(2) Adult Males (margin per week over Basic Wage):	
Machine drill operator up to 4 inches	11.40
Powder monkey	11.40
Crusher feeder operator	8.00
Plant attendant, conveyors	6.80
Bin attendant	4.95
Machine drillers assistant	7.00
Powder monkey's assistant	7.00
Tool sharpener	9.00
Quarry labourer	7.00
Plant labourer	4.40

(3) A casual worker shall be paid fifteen per cent. in addition to the ordinary rate.

Respondents.

Bell Bros. Pty. Ltd.
Pioneer Quarries (W.A.) Pty. Ltd.
The Readymix Group (W.A.).
Swan Quarries Ltd.
Timor Enterprises Pty. Ltd.

In witness whereof this award has been signed by the said Commissioner this 13th day of February, 1969.

J. R. FLANAGAN,
[L.S.] Commissioner.

AWARDS—Amendment of—

BAKERS.
(Metropolitan).
Award No. 15 of 1961.

BAKERS.
(Country.)
Award No. 14A of 1963.

BAKERS.
(Kalgoorlie.)
Award No. 14 of 1955.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

Nos. 1096, 1097 and 1098 of 1967.

Between West Australian Operative Bakers' Union of Workers, Applicant, and 1096/1967—Bread Manufacturers' (Perth and Suburbs) Industrial Union of Employers of Western Australia; 1097/1967—Acme Bakery (Bunbury); 1098/1967—Rogers Bakery, and others, Respondents.

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

The 23rd day of January, 1969.

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

Mr. G. J. Martin on behalf of the respondents.

Judgment.

THE COMMISSIONER: The matter before the Commission consists of applications to amend Awards numbered 15 of 1961, 14A of 1963 and 14 of 1955 in their respective clause 8, Wages. The applications were made by the West Australian Operative Bakers' Union of Workers and they seek to increase the marginal rates for each of the workers mentioned in the respective clauses.

The case for the workers sought to establish the claim for the margins by means of a "work value" study of the workers classified. In support of the case four witnesses were called and the Commission visited various bakeries in the metropolitan area and two bakeries in the country town of Northam and inspected the work being carried out by workers in those establishments.

The case included the submission "that in many instances the baker is a superior tradesman to those who at present are receiving substantially more than he does" and that in any event the baker is equal to other tradesmen.

It was submitted on behalf of the workers that there have been changes in the industry which have grafted new skills on to the old skills resulting in the tradesman being equipped in a greater range of skill than he previously had.

The advocate for the union drew attention to the obligation placed upon the baker. He exemplified the responsibility cast on the baker by the Bread Act, the demand for cleanliness and the responsibility for the proper running of the equipment of the bakehouse.

It was submitted that the change of layout of bakehouses by the introduction of internal ovens and machinery has led to hotter and more noisy conditions of work and demands a greater regard for the maintenance of hygienic standards.

Exhibits were tendered which included a schedule of the wages paid to tradesmen in the baking industry demonstrating the changes which have occurred in the rates up to 1967 and also showing the wages paid to the tradesmen in the metal trades at the times demonstrated. Another exhibit showed the marginal rates of tradesmen in Western Australia whose trade is served by apprenticeship training.

The case for the union includes a claim to the effect that the margin paid to all tradesmen was historically about the same and that it was only of recent years that there has been a disturbance of the proximity of the rates and it is now time that the value of the work of the tradesman in the baking industry was again assessed the same as tradesmen generally.

The respondents' case does not seek to argue against the fact that the "tradesmen" shared a margin about the same level in all industries but stresses the fact that tradesmen from the metal trades, through their own case, have taken themselves out of that general class of workers described as tradesmen and established a value of the work they perform in their separate industry.

The example set by the metal trades' tradesmen has been followed by other tradesmen and they in turn, by demonstrating the value of the work they perform, have established a wage entitlement.

In answer to the claim that the skill of the tradesman baker is greater or equal to other tradesmen, the respondents submitted in argument that the comparison of the skill of the baker, at and before 1933, with the skill of the baker at 1968, shows that the present day tradesman does not possess or exercise the skill of his predecessor prior to 1933.

I do not consider it is necessary for me to proceed with a long review of the cases presented before the Commission and the Arbitration Court concerning the baker tradesmen and their margins or hours and conditions of work because I feel that the answers to the claims put forward are truly factual.

For the claims to succeed it is necessary for me to find as a fact that the workers are performing work which is, in my opinion, the equal in value to that performed by the metal tradesmen and that above that value for work is to be added an amount assessed to offset disabilities sustained by these workers.

From the evidence produced, both orally and documentarily, the evidence demonstrated by the inspections carried out and from the arguments offered to me by advocates for each party, I have concluded that there has not been an increase in the degree of skill exercised by the workers in this industry. Indeed, I am of the opinion that, as a whole, the workers do not exercise the skill their apprenticeship requires them to acquire. Machines and modern equipment have taken the

skill away from the operator and it appears to me to be the exception rather than the rule that the tradesman applies his skill in the larger output operation of the bakehouses.

I find that the work of the tradesman classified as, "baker doing oven work or board hand", is properly valued in the present rate prescribed by the existing awards' clause 8.

I believe that the existing circumstances of work of that worker, as I have seen, is such that the use of skill has been reduced considerably and in many instances for long periods the worker is exercising little or none of the skill of a tradesman and is performing work which might easily be carried out by a semi-skilled operator.

To counteract that circumstance, I believe that the rate of work and the usage of skill are such as justify the wage margin prescribed.

I have concluded from the matters brought before me that the other two main classifications, the single hand baker and the doughmaker, are workers who are constantly exercising skills of the tradesman in a full degree within this industry as it is now conducted. I am of opinion that the workers classified under these headings are performing work of their trade in circumstances which I value at deserving of a margin of $16.70 per week in the instances of the Metropolitan and Kalgoorlie Awards and $15.10 in the instance of the Country Award.

I have had no argument which shows that the present value placed on the jobber's work, as demonstrated in the awards, is not the proper one and I am not able to come to any other value than that presently prescribed.

In the case of the foreman, the parties are agreed that he should be paid at a rate fixed according to the number of workers under his charge but they disagree as to his base. The claim is that he should receive the rate of the single hand baker as his base and the respondents say that he should receive the rate of the baker doing oven work or board hand as his base.

I have given consideration to all the aspects of the foreman's rate including his responsibilities for the tradesmen and their apprentices and, in the modern atmosphere, his relationship with the doughmaker as well as the board hand and I have concluded that the relativity should be made in respect of the doughmaker and in that regard I differ from either of the parties but the effect in wages is the same as would be achieved had I followed the applicant's submission.

In the course of the hearing, in the course of the inspections and in my consideration of the matters heard and seen, I have arrived at the conclusion that now is the appropriate time for representatives of the various respondents and responsible persons from the union to undertake intensive discussions on the workings of this industry. I believe that it is time consideration was given to the further classifying of the work of the workers in the industry and, as I see it, there is ample reason for considering the introduction of unskilled workers into some sections of the production line.

In general, I have agreed with the submissions of the respondents' advocate. I accept the baker as a tradesman of a general class as he has been historically designated but I am not able to find that his work is of the value claimed by the applicant.

In view of the recent legislative action in amending the Industrial Arbitration Act in the section dealing with basic wage, I will make the amendment to the basic wage figures of clause 8 in each award and in each award the clause numbered 2A will be deleted.

The attention of the parties is drawn to their rights under the provisions of section 69 of the Act and, if applicable, those rights may be exercised at the speaking to the minutes.

The minutes of the amendments to each award will now issue and the parties can advise the Clerk when they will be ready to speak to those minutes.

Orders accordingly.

BAKERS.

(Metropolitan.)

Award No. 15 of 1961.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 1096 of 1967.

Between West Australian Operative Bakers' Union of Workers, Applicant, and Bread Manufacturers' (Perth and Suburbs) Industrial Union of Employers of Western Australia, Respondent.

HAVING heard Mr. W. S. Latter on behalf of the applicant and Mr. G. J. Martin 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 Bakers' (Metropolitan) Award No. 15 of 1961, as amended, be and the same is hereby further amended in accordance with the following schedule.

Dated at Perth this 26th day of February, 1969.

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

Schedule.

1. Clause 2.—Arrangement: Delete the number and title, "2A.—Special Loading."

2. Clause 2A.—Special Loading: Delete this clause.

3. Clause 8.—Wages: Delete subclauses (a) and (b) and insert in lieu thereof:—

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

	$
(a) Basic Wage (per week)	35.45
(b) Adults (margin over basic wage per week):	
Single hand baker	16.70
Doughmaker	16.70
Baker doing oven work or board hand	13.70
Jobber—One-fortieth of the oven or board hand's wage plus ten per cent. per hour.	
Jobber taking charge—fifty-two cents per day extra.	

	$
Foreman—In addition to the margin prescribed in this subclause for a doughmaker, a foreman shall be paid:—	
(i) If placed in charge of less than four other workers (per week)	2.75
(ii) If placed in charge of more than four but less than ten other workers (per week)	4.85
(iii) If placed in charge of more than ten and not more than twenty other workers (per week)	6.45
(iv) If placed in charge of more than twenty other workers (per week)	7.15

BAKERS.

(Country.)

Award No. 14A of 1963.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 1097 of 1967.

Between West Australian Operative Bakers' Union of Workers, Applicant, and Acme Bakery (Bunbury) and others, Respondents.

HAVING heard Mr. W. S. Latter on behalf of the applicant and Mr. G. J. Martin on behalf of the respondents, and by consent, I, the undersigned, Chief Industrial Commissioner of The Western Australian Industrial Commission, in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1968, and all other powers therein enabling me, do hereby order and declare—

That the Bakers' (Country) Award No. 14A of 1963, as amended, be and the same is hereby further amended in accordance with the following schedule.

Dated at Perth this 26th day of February, 1969.

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

Schedule.

1. Clause 2.—Arrangement: Delete the number and title, "2A.—Special Loading."

2. Clause 2A.—Special Loading: Delete this clause.

3. Clause 8.—Wages: Delete subclauses (1) and (2) and insert in lieu thereof—

	$
(1) Basic Wage (per week)	35.45
(2) Adults (margin over basic wage per week)—	
Single hand baker	15.10
Doughmaker	15.10
Baker doing oven or board work	12.30
Jobber—One-fortieth of the oven or board hand's wage plus ten per cent. per hour.	
Jobber taking charge—fifty-two cents per day extra.	
Foreman—In addition to the margin prescribed in this subclause for a doughmaker, a foreman shall be paid:—	
(a) If placed in charge of less than four other workers (per week)	2.75
(b) If placed in charge of more than four but less than ten other workers (per week)	4.85
(c) If placed in charge of more than ten and not more than twenty other workers (per week)	6.45
(d) If placed in charge of more than twenty other workers (per week)	7.15

BAKERS.

(Kalgoorlie.)

Award No. 14 of 1955.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 1098 of 1967.

Between West Australian Operative Bakers' Union of Workers, Applicant and Rogers Bakery, Respondent.

HAVING heard Mr. W. S. Latter on behalf of the applicant and Mr. G. J. Martin 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 Bakers' (Kalgoorlie) Award No. 14 of 1955, as amended and consolidated, be and the same is hereby further amended in accordance with the following schedule.

Dated at Perth this 26th day of February, 1969.

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

Schedule.

1. Clause 2.—Arrangement: Delete the number and title, "2A.—Special Loading."

2. Clause 2A.—Special Loading: Delete this clause.

3. Clause 8.—Wages: Delete subclauses (a) and (b) and insert in lieu thereof:—

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

	$
(1) Basic Wage (per week)	35.45
(2) Adults (margin over basic wage per week)	
Single hand baker	16.70
Doughmaker	16.70
Baker doing oven work or board hand	13.70
Jobber—One-fortieth of the oven or board hand's wage plus ten per cent. per hour.	

	$
Jobber taking charge—fifty-two cents per day extra.	
Foreman—In addition to the margin prescribed in this subclause for a doughmaker, a foreman shall be paid:—	
(a) If placed in charge of less than four other workers (per week)	2.75
(b) If placed in charge of more than four but less than ten other workers (per week)	4.85
(c) If placed in charge of more than ten and not more than twenty other workers (per week)	6.45
(d) If placed in charge of more than twenty other workers (per week)	7.15

FIRE BRIGADE EMPLOYEES.

Award No. 24 of 1967.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 61 of 1969.

Between Fire Brigade Employees' Industrial Union of Workers (Coastal Districts) of Western Australia, Applicant, and the W.A. Fire Brigades Board, Respondent.

HAVING heard Mr. J. H. Dennis on behalf of the applicant and Mr. G. D. Johnson on behalf of the respondent, and by consent, I, the undersigned, Commissioner of The Western Australian Industrial Commission, in pursuance of an allocation to me under section 54 of the Industrial Arbitration Act, 1912-1968, 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 Fire Brigade Employees' Award No. 24 of 1967, 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 27th day of February, 1969.

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

Schedule.

1. Clause 5.—Rates of Pay. Delete (2) Classification and insert in lieu thereof:—

5.—Rates of Pay.

(2) Classification and margin over basic wage:

Per week of 56 hours—	$
(a) Fireman—Third Class	25.62
(b) Fireman—Second Class	28.82
(c) Fireman—First Class—	
(i) With less than five years' experience as a fireman	31.69
(ii) With five or more years' experience as a fireman	38.44
(d) Fireman—Senior	42.47

Per week of 40 hours—	$
(a) Fireman—Third Class	17.66
(b) Fireman—Second Class	20.44
(c) Fireman—First Class—	
(i) With less than five years' experience as a fireman	22.94
(ii) With five or more years' experience as a fireman	28.80
(d) Fireman—Senior	32.31

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

10.—Emergency Calls.

A worker, who is off duty and called upon to work outside his platoon hours, shall be paid at overtime rates from the time he books on: provided that where such worker reports for duty within one hour of being called he shall be paid at overtime rates for the thirty minutes immediately prior to booking on with a minimum payment as for three hours' work.

3. Clause 14.—Living Away from Home and Meal Allowance. Delete this clause and insert in lieu thereof—

14.—Living Away from Home and Meal Allowance.

(i) A fireman relieving at any station outside the Metropolitan Fire District which has available reasonable cooking and food storage facilities shall be paid an allowance equal to 75 percent of the then current rate for the State Civil Service, calculated on the basis of an average figure for a nine week period. Where a fireman relieves at a station without the aforesaid facilities, he shall be provided with suitable lodging at the employer's expense and in addition thereto shall be paid a meal allowance at the rate prescribed in subclause (ii) hereof for each meal necessarily incurred.

(ii) Unless notified on the previous day, a worker relieving away from his home station shall be allowed 65 cents for each meal necessarily incurred provided that this subclause shall not apply where the worker is paid the allowance under subclause (i) hereof.

Provided further that in no case shall the worker be entitled to the allowance as aforesaid for more than the first day of any period of relieving.

FURNITURE TRADES.

Award No. 6 of 1960.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 3 of 1969.

Between The United Furniture Trades Industrial Union of Workers, W.A., Applicant, and Hearn Manufacturing Co. Pty. Ltd. and others, Respondents.

HAVING heard Mr. H. Cox on behalf of the applicant and Mr. C. B. Parks 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 Furniture Trades Award No. 6 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 27th day of February, 1969.

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

Schedule.

1. Clause 2—Arrangement: Delete the figures and words "2A.—Special Loading".

2. Clause 2A—Special Loading: Delete this clause.

3. Clause 8—Wages: Delete this clause and insert in lieu thereof:—

8.—Wages.

Basic Wage Whole of State (per week):	$
Males	35.45
Females	27.08
Adult Males (margin per week):	
No. Designation.	
(1) Cabinetmaking (see also items 14(a) and 14 (b))	18.20
Tool Allowance	0.85
(2) Chairmaking and/or repairing (see also items 14 (a), 14 (b), and 14 (c))	18.20
(3) Wood Carving	18.20
(4) Wood Turning	18.20
(5) Upholstering (see item (d))	18.20
(6) French Polishing (see also item 14 (c))	18.20
(7) (a) Veneering	9.65
(b) Veneer layer or gluer engaged in the preparing or making of veneered panels or plywood or coreboard or partly prepared timber or parts of furniture cut to size	7.60
(8) (a) Wood machining, (shaper, router, double-ended tenoner, four-sider) where the worker also grinds cutters and/or sets up and a router and/or shaper hand who works freehand	18.20
(b) Wood machining (Others)	9.65
(c) Sanding—where a worker is exclusively employed on work not covered by a tradesmen's classification	7.60
(9) (a) Wire mattress making	9.65
(b) Stretching up and tacking on	7.60
(10) (a) Wicker furniture maker	18.20
(b) Others	11.00
(11) Ironwork for wickerwork	9.65
(12) Bedding making—	
(a) Employee who sets up, adjusts and operates any of the following bedding machines—Power tufting, quilting roll edge, tape edge, buttoning, or prebuilt border	9.65
(b) Hand tufting, hand roll, hand edging, hand-quilting	9.65
(c) Garnetting machine-operator	9.65
(d) Automatic spring making machine operators	9.65
(e) Machine operators other than as above and assistants to foregoing bedding making classifications other than labourers and including assemblers	7.60
(13) Picture frame making	7.60
(14) General—	
Workers whose duties include work additional to that prescribed in this item 14 and which work is otherwise covered by items 1 to 6 inclusive shall not be paid as being employed under this item, but shall be paid the appropriate rate under items 1 to 6 inclusive.	
Workers employed on any of the duties coming within the following designations shall, subject to the foregoing be paid as follows:—	
(a) Assembler, i.e. an adult worker employed in fitting together by nailing, screwing, glueing or fixing in any manner jointed, moulded or finished parts of wooden furniture and who in so doing can where necessary trim edges and make minor adjustments and includes assembling of chairs by means of a machine press or machine cramp only and the attaching of panel backs to such assembled chairs. Assembling shall also include the fixing of hinges of prefitted rebated doors	10.15
(b) (i) Employee cramping furniture including cramping pieces into chair parts by means of a machine press or a machine cramp only	8.35
(ii) Employee attaching finished parts of any description, other than those referred to in (14)(a) to otherwise completed furniture, the attachment of such parts requiring the use only of a hammer, screwdriver, pinchers, bradawl, pliers, spanner, wire cutter, punch and drill	8.35
(c) Stuffover chair or couch frame maker i.e. an adult person who makes frames on which upholsterers cover all the woodwork except the legs and/or feet, of which the woodwork is prepared by machines and including such frames to which the arms and/or legs and/or trays and/or ornaments and/or fittings are to be attached	8.75

	$
(d) Semi-skilled operative in upholstery; i.e. an adult worker who is solely engaged upon preparing and attaching springs (other than the conical type); preparing rubber, foam, felt, hessian, or similar materials and attaching same where such materials and the methods of operation have been previously planned (provided that this shall not apply to the application of hessian and similar materials on first and second stuff work), the insertion of rubber or foam into cushion covers, attaching spring units to frames; the attaching of covers on kitchen, dining room and office chairs and the like where such attachment involves a repetitive process. Provided that any dispute which may arise between the parties in relation to the application of the foregoing may be referred to the Board of Reference for determination	8.35
(e) Spraying and/or sandpapering or varnishing and/or staining	7.60
(f) Labourer—	
(a) Tailing out	2.70
(b) Others	.30

	%
(15) Male Junior Workers (including lap boys)—per cent. of Male Basic Wage per week—	
Between 14 and 15 years of age	20
Between 15 and 16 years of age	33
Between 16 and 17 years of age	45
Between 17 and 18 years of age	58
Between 18 and 19 years of age	70
Between 19 and 20 years of age	83
Between 20 and 21 years of age	95

	$
(16) Apprentices (weekly wage):	
(a) Five-year term—	
First year	13.13
Second year	18.71
Third year	25.43
Fourth year	33.60
Fifth year	41.55
(b) Four-year term—	
First year	14.26
Second year	25.43
Third year	33.60
Fourth year	41.55
(c) Three-year term—	
First year	20.57
Second year	33.60
Third year	41.55

	%
(17) Female Workers:	
Between 15 and 16 years of age	31.5
Between 16 and 17 years of age	36
Between 17 and 18 years of age	50
Between 18 and 19 years of age	65
Between 19 and 20 years of age	82
Between 20 and 21 years of age	100

	$
Adult Female Workers (margin over female basic wage per week):	
Over 21 years of age	5.40

HOSPITAL EMPLOYEES.

(Ngal-a Mothercraft Training Centre.)

Award No. 6A of 1958.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 26 of 1969.

Between Hospital Employees' Industrial Union of Workers, W.A., Applicant, and Ngal-a Mothercraft Training Centre Inc., Respondent.

HAVING heard Mr. C. R. Warner on behalf of the applicant and Mr. H. J. deBurgh 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 Hospital Employees' (Ngal-a Mothercraft Training Centre) Award No. 6A of 1958, as amended, be and the same is hereby further amended and consolidated in accordance with the following schedule and that such amendment shall take effect as from the beginning of the first pay period commencing on or after the date hereof.

Dated at Perth this 21st day of February, 1969.

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

Schedule.

1.—Title.

This award shall be known as the "Hospital Employees' (Ngal-a Mothercraft Training Centre) Award" as amended and consolidated.

2.—Arrangement.

1. Title.
2. Arrangement.
3. Area.
4. Term.
5. Scope.
6. Definitions.
7. Hours.
8. Spread of Shifts.
9. Rosters.
10. Overtime.
11. Week-end Penalty Rates.
12. Record.
13. Holidays.
14. Sick Leave.
15. Uniforms.
16. Protective Equipment.
17. Accommodation.
18. Payment of Wages.
19. Contract of Service.
20. Deductions for Board, etc.
21. No Reduction.
22. Long Service Leave.
23. Notices.
24. Preference.
25. Under-Rate Workers.
26. Board of Reference.
27. Part-Time Workers.
28. Allowance—Special Provisions.
29. Wages.

3.—Area.

This award shall have effect and operate over that area occupied and controlled by the respondent.

4.—Term.

The term of this award shall be for a period of three years from the beginning of the first pay period commencing after the date hereof. (This award was delivered on the 26th November, 1959.)

5.—Scope.

This award shall apply to workers employed by the respondent in the classifications described in Clause 29 hereof.

6.—Definitions.

"Laundress" means a female who is required to do washing and/or ironing and any other function in a laundry.

"Orderly" shall be any male worker not covered by any other award employed in and/or around the hospital who is not otherwise classified in this award.

"Seamstress who cuts out and fits garments" shall be a worker who cuts out and fits uniforms or dresses to measure or pattern.

7.—Hours.

The ordinary hours of work shall be forty hours per week exclusive of meal times, to be worked on any five days of the week. Provided that eighty hours may be worked in ten days each fortnight at the option of the employer.

8.—Spread of Shifts.

(1) No more than three breaks shall be allowed in any one shift, including meal breaks, and the spread of the shift shall not exceed ten hours, provided that a spread in excess of ten hours but not exceeding eleven and a half hours may apply in cases where the shorter spread cannot be worked without additional staff and/or expense.

(2)"Spread of the Shift" shall mean the period of time which elapses from the time when a worker signs on duty for the day and the time he signs off duty on that day or the day immediately following.

9.—Rosters.

(1) A roster shall be posted in a convenient place where it can be readily seen by the workers concerned, setting out the time each worker starts and finishes each shift and also each break in the shift, together with the days each worker is booked off duty.

(2) When a worker is rostered off duty for any meal it shall not be for a lesser period than thirty minutes for each meal.

(3) The roster shall be posted at least forty-eight hours before the time it comes into operation and shall only be altered on account of any contingency that the employer could not reasonably foresee, and such altered time shall then become the rostered time.

(4) A worker required to take a day off duty not already shown on the roster for such day must be informed before booking off on the day previous.

(5) When workers are employed on rotating shifts which cover twenty-four hours a day the night shift shall be rostered on a straight shift of eight hours.

10.—Overtime.

(1) All work performed outside of or in excess of the hours prescribed in Clause 7 hereof shall be deemed overtime and paid for at the rate of time and a half for the first two hours and double time thereafter. Provided that in lieu of payment time off equivalent to the time worked may be granted when overtime is occasioned through the failure of another worker to report for duty except where a full additional shift is required when overtime rates shall apply.

(2) All work performed by rostered workers on any day on which they are rostered off duty shall be paid for at the rate of double time.

(3) Where a worker is required to work overtime for a period of at least two hours in excess of the required daily hours of work without being informed before booking off on the previous day, he or she shall be provided with a meal free of cost or shall be paid the sum of fifty cents as meal money.

(4) A worker who has completed his usual hours of duty and has left the job and who is recalled to work after the usual ceasing time shall be paid a minimum of two hours at overtime rates.

(5) A worker who reports for duty at the rostered time and who is then advised that the commencing time for such duty has been altered shall be paid a minimum of two hours at the ordinary time rate.

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

(b) The union or worker or workers covered by this award shall not 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.

11.—Week-end Penalty Rates.

Rostered workers shall be paid for ordinary hours worked between midnight on Friday and midnight on Saturday at the rate of time and one quarter, and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of time and one half.

12.—Record.

(1) A time book, or books, or records, to be open for inspection by the union secretary or his nominee at any reasonable time, shall be provided. Each worker must record in such books the exact time he or she starts and finishes duty on each day and also the time booked off for meals or breaks in shifts.

(2) A wage sheet which shall clearly show the aggregate wage deductions made and cash paid to each worker, shall be kept at the head office of the institution, and shall be open for inspection by the union secretary or his nominee at all reasonable times.

13.—Holidays.

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

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

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

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

(b) Notwithstanding anything else herein contained, an employer may require a worker to take his annual leave in not more than two periods, but neither of such periods shall be less than one week.

(5) Before going on annual leave, each worker shall be given at least two weeks' notice of the date when such leave is to commence.

(6) Leave shall be paid for in advance at the rate of wage the worker has received for the calendar month prior to his taking the leave.

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

14.—Sick Leave.

(1) Sick leave with pay shall be granted on the following scale on production of a medical certificate satisfactory to the employer, or in regard to leave not exceeding two days, other evidence satisfactory to the employer:—

(a) Under three years' service one and a quarter days for each calendar month of continuous service with the hospital under this award: Provided that payment hereunder shall 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.

(b) Over three years' service, forty-five working days on full pay in each triennial period: Provided that a worker who has given long and continuous service, and who has exhausted all sick leave entitlement under this subclause may be granted a further period of sick leave with pay at the discretion of the employer.

(2) Sick leave may be granted in one or more periods, but the aggregate amount of leave on pay shall not in any one triennial period exceed the time provided for in the foregoing scale.

A "Triennial period" shall be the three years preceding the date of the application.

(3) Sick leave with pay will not be granted when the illness is due to the worker's own neglect or misconduct.

(4) Any worker necessarily absenting himself from duty through sickness shall send immediately notice to his officer in charge and at once apply for sick leave.

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

15.—Uniforms.

(1) Uniforms where required shall be ordered within one month of commencement of regular employment.

(2) Each female worker shall be provided with two dresses and three aprons in each eight months.

(3) Orderlies—Two pairs khaki trousers and three khaki shirts shall be supplied to orderlies required to work in or around the wards, or who come in contact with the public. Replacements shall be supplied as required at the discretion of the hospital.

(4) All uniforms, i.e. uniformity of dress, shall be supplied free of cost to all workers required to wear them and shall at all times remain the property of the employer. Aprons shall be provided for all female workers on the kitchen and general staff.

(5) (a) Suitable clothing shall be provided for all men on "dirty work".

(b) Boots shall be available for kitchenmen, laundrymen and washhousewomen.

(c) At any hospital where staff, either male or female are required to work in the rain, they shall be provided with waterproof coats.

(d) All washable clothing forming part of the uniform supplied by the employer shall be laundered free of cost to the worker.

16.—Protective Equipment.

(1) Rubber gloves, gowns, masks and ready supply of suitable disinfectant or antiseptic shall be available to all workers who handle infectious cases or patients suspected to be suffering from any infectious disease, or who handle soiled or infectious linen.

(2) Where any of the above protective equipment is available the worker shall use the equipment for the purpose for which it was intended.

17.—Accommodation.

(1) Resident workers shall be provided with suitable, healthy accommodation. The union secretary or his nominee shall be permitted to inspect the accommodation at all reasonable times and in the event of a dispute arising with respect to the suitability of the accommodation it shall be referred to the Board of Reference for decision: Provided that whether any worker lives in shall be a matter which shall be left to the decision of the employer: Provided further that where a worker desires to live out permission to do so shall not be withheld without reason.

(2) A sitting room suitably furnished and sufficiently large to accommodate the resident staff shall be provided for their common use. Provided that this shall apply only where there are four or more domestics employed and living in.

(3) Laundry facilities shall be available to all resident staff for the laundering of private clothes.

(4) Suitable dressing rooms with adequate washing facilities shall be provided for all non-resident staff.

18.—Payment of Wages.

(1) Wages shall be fortnightly. Overtime and penalty rates where applicable shall be paid at least monthly.

(2) Overtime rates shall be calculated and based upon the aggregate wage i.e. the amount provided for in Clause 29—Wages, before any deduction is made for board and/or lodging.

(3) A worker who is required to do work which carries a higher minimum rate than that which such worker usually performs shall be entitled to the higher minimum rate while so employed: Provided that if engaged in such higher grade of work for more than half a day he shall be paid at the higher rate for the day.

(4) All workers engaged for a period of less than one week shall be paid at the rate of ten per cent. in addition to the rates hereunder prescribed with a minimum engagement of one day: Provided that this shall not apply in the case of a worker summarily dismissed for misconduct.

19.—Contract of Service.

(1) Subject as hereinafter provided, no worker shall be dismissed, unless he or she has received two weeks' previous notice of his or her dismissal or pay for such period in lieu thereof.

(2) No worker shall, without the consent of the employer, resign without first having given two weeks previous notice of his or her intention to do so; and in the absence of such notice the employer may withhold holiday or other pay up to the amount of two weeks' wages.

(3) The employer may at any time without prior notice dismiss a worker for refusal or neglect to obey orders or for misconduct, and such worker shall be entitled to a written statement as to the reason of the dismissal within two weeks' of the said employer having received written request for such statement.

(4) The employer shall be under no obligation to pay for any day not worked upon which the worker is required to present himself or herself for duty, except such absence from work is due to illness and comes within the provisions of clause 14.—Sick Leave, or such absence is on account of holidays to which the worker is entitled under the provisions of this award.

(5) The preceding provision of this clause shall not apply to casual workers. One day's notice shall be sufficient to terminate the services of a casual worker, except where such a worker is dismissed for misconduct.

20.—Deductions for Board, etc.

(1) (a) Where a worker is provided with full board and lodging, a deduction equal to thirty-three and one third per cent of the female basic wage shall be made from their wages.

(b) In all cases the ratio of the value of board to that of lodging in the charge for board and lodging shall be two to one.

(2) Non-resident staff desiring to be provided with meals shall notify the management in writing of the meals required, and the management shall deduct a sum equal to one twenty-first of the value for board for each meal so provided. The number of meals required may be altered in like manner from time to time to conform with any change of roster or altered hours of work.

21.—No Reduction.

Nothing contained in the award shall operate to reduce the wage of any worker who at the date of this award is being paid a higher rate of wage than the minimum prescribed for his or her class of work.

22.—Long Service Leave.

(1) Subject to the conditions hereinafter prescribed a worker shall become entitled to thirteen weeks' long service leave—

(a) after a period of ten years' continuous service in a full time capacity; and

(b) after a further period of ten years' continuous service in a full time capacity; and

(c) after each further period of seven years' continuous service in a full time capacity.

(2) (a) For the purpose of this clause "service" shall be deemed to include—

(i) absence of the worker on annual leave or public holidays;

(ii) absence of the worker on paid sick leave;

(iii) absence of the worker on approved sick leave without pay, but not exceeding six weeks in any year after 1/7/1957, and not exceeding two weeks in any year before that date;

(iv) absence of the worker on approved leave without pay other than sick leave without pay, but not exceeding two weeks in any qualifying period;

(v) absence of the worker on National Service or other military training, but only if the difference between the worker's military pay and his civilian pay is made up, or would, but for the fact that his military pay exceeds his civilian pay, be made up by his employer; and

(vi) absence of the worker on workers' compensation for any period not exceeding six months or for such greater period as the N'Gala Mothercraft Training Centre Board may allow.

(b) The service of any worker shall be deemed not to include—

(i) service of the worker prior to attaining the age of eighteen years;

(ii) service of the worker after the day on which he has become entitled to twenty-six weeks' long service leave until the day on which he completes the taking of thirteen weeks of that leave;

(iii) any period of service of less than twelve months;

(iv) any period during which the worker has been paid as a casual;

(v) absence of the worker on long service leave; or

(vi) any other absence of the worker except such absences as are included in service by virtue of paragraph (a) hereof.

(3) Subject to the provisions of subclause (2) of this clause the service of a worker shall not be deemed to have been broken by any absence approved by the employer as leave whether with or without pay.

(4) Application for leave without pay in respect of any absence must be made before the commencement of the absence unless the cause of the absence occurs after the worker has left the job, in which case the application must be made not later than fourteen days after the day on which the worker resumes work.

(5) (a) Long Service Leave shall be taken at a time convenient to the employer, but not less than thirty days' notice shall be given each worker of the day on which his long service leave is to commence except in cases where the worker and the employer agree to a lesser period of notice, or in other exceptional circumstances.

(b) All complete periods of leave must be cleared before the day on which a worker is compulsorily retired.

(6) Long Service Leave must be commenced within six months of becoming due unless written permission of the Matron is obtained for postponement.

(7) Any public holiday occurring during a worker's absence on long service leave shall be deemed to be a portion of the long service leave and extra days in lieu thereof shall not be granted.

(8) No worker is to undertake during long service leave, without the written approval of the Matron any form of employment for hire or reward. Contravention of this subclause may be followed by dismissal.

(9) A worker who has become entitled to long service leave in accordance with subclause (1) of this clause and whose employment is ended before that leave is taken shall be granted payment in lieu of that leave, unless he has been dismissed for an offence committed prior to the day on which he became entitled to that leave.

(10) If a worker who has become entitled to long service leave in accordance with subclause (1) of this clause dies before taking that leave, payment in lieu of that leave shall be made to that worker's estate, unless he leaves a widow, children, mother or invalid sister who were dependent on him, in which case such payment shall be made to such widow or other dependant.

(11A) (a) Notwithstanding the provisions of paragraph (a) and (c) of Clause (11B) of this clause, a worker whose position has become redundant and who refuses an offer of reasonable alternative employment, or who refuses to accept a transfer in accordance with the terms of his employment, shall not be entitled to payment in lieu of long service leave proportionate to his length of service.

(b) Any dispute as to whether the alternative employment offered is reasonable shall be determined by the Special Long Service Leave Board of Reference.

(11B) If the employment of a worker ends before he has completed a full qualifying period in accordance with subclause (1) of this clause, payment in lieu of long service leave proportionate to his length of service shall not be made unless—

(a) he has completed at least three years' continuous service and his employment has been ended by his employer for reasons other than misconduct or unsatisfactory service; or

(b) he is not less than sixty years of age and resigns, but only if he has completed not less than twelve months' continuous service prior to the day from which his resignation has effect; or

(c) he has completed not less than twelve months' continuous service and his employment is ended by his employer on account of incapacity due to old age, ill-health or the result of an accident; or

(d) the worker has completed not less than three years' continuous service and, being a female resigns to be married, and then only on production of the certificate of marriage; or

(e) the worker dies after having served continuously for not less than twelve months next before his death, and leaves a widow, children, mother or invalid sister who were dependent on him, in which case such payment shall be made to such widow or other dependant.

(12) Any dispute arising under the provisions of paragraph (c) of subclause (11B) shall be referred to the Special Long Service Leave Board of Reference for determination.

(13) (a) Subject to the provisions of this clause a worker shall be paid during long service leave at his permanent classified rate of pay.

(b) Except where otherwise approved by the Matron the rate of pay of an employee shall be deemed to be the basic wage and margin applicable to the classification which, for the purpose of this regulation is, or is deemed to be his permanent classification.

(c) If a worker has been employed in one or more positions each of which carries a higher rate than his permanent classified rate for a continuous period of twelve months ending not earlier than two weeks before the day on which he commences long service leave, the rate which he has received for the greatest proportion of that twelve month period shall, for the purpose of this clause, be deemed to be his permanent classified rate.

(d) If a variation occurs in the rate of wage applicable to a worker during any period when he is on long service leave, the workers' pay while he is on leave shall be varied accordingly and, if the worker has been paid in full for the leave before its commencement payment will be adjusted as soon as practicable after the worker resumes work.

(14) (a) There shall be constituted a Special Board of Reference for the purpose hereof to which all disputes and matters arising hereunder shall be referred and the Board shall determine all such disputes and matters.

(b) There shall be assigned to such Board the functions of—

(i) the settlement of disputes on any matters arising hereunder;

(ii) the determination of such matters as are specifically assigned to it hereunder.

(c) The Board of Reference shall consist of one representative or substitute therefor nominated from time to time by the Western Australian Employers' Federation (Incorporated) and one representative or substitute nominated from time to time by the Trades and Labor Council of Western Australia together with a chairman to be mutually agreed upon by the organisations named in this paragraph.

23.—Notices.

Space shall be provided in the workers' dining rooms or lunch rooms for the purpose of posting union notices and a copy of this award.

24.—Preference.

(1) In this clause—

"the union" means the Hospital Employees' Industrial Union of Workers, W.A.

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

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

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

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

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

(c) thereafter remain a unionist while so employed.

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

(a) who holds a certificate of exemption from membership of the union issued and in force pursuant to section 61B of the Industrial Arbitration Act, 1912-1968;

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

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

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

(b) Where paragraph (a) of this subclause operates so as to require the dismissal of a non-unionist by his employer the provisions of clause 19 of this award are hereby declared inoperative in respect of that dismissal but only if—

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

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

25.—Under-Rate Workers.

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

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

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

26.—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 to the function of allowing, approving, fixing, determining or dealing with any matters of difference between the parties in relation to any matter which, under this award, may be allowed, approved, fixed, determined or dealt with by a Board of Reference.

27.—Part-time Workers.

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

Provided that any worker whose hours of work are less than twenty per week shall in lieu of holidays, etc., be paid ten per cent. in addition.

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

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

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

28.—Allowances—Special Provisions.

In addition to the rates prescribed in Clause 29 hereof, the following allowance shall be paid:—

Any worker placed in charge of four or more workers or who is otherwise regarded as a leading or senior hand—20 cents per day.

No female worker shall be called upon to clean male lavatories in or about an institution, or to work on any ladder or steps of a greater height than four feet six inches above ground or floor level.

29.—Wages.

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

	$
(a) Basic Wage (per week):	
Adult males	35.45
Adult females	27.08
(b) Adult Males (margin over male basic wage per week):	
Cooks	9.50
Orderly	4.95
Gardener, where only one employed	6.75
(c) Adult Females (margin over female basic wage per week):	
Housekeeper	8.15
Cooks	9.50
Wardsmaids, kitchenmaids, housemaids and waitresses	3.90
First laundress, where more than one is employed	4.30
Ironers and pressers and other laundresses	3.90
Seamstress on alterations	4.20

PLASTIC MANUFACTURING.

Award No. 8 of 1960.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 24 of 1969.

Between Federated Miscellaneous Workers' Union of Australia, West Australian Branch, Union of Workers, Applicant, and R. David Moss Pty Ltd and others, Respondents.

HAVING heard Mr W. Latter on behalf of the applicant and Mr G. A. 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, 1912-1968, 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 Plastic Manufacturing Award No. 8 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 27th day of February, 1969.

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

Schedule.

1. Clause 2A—Special Loading: Delete this clause.

2. Clause 3—Arrangement: Delete the number and title "2A—Special Loading" from this clause.

3. Delete Clause 21—Rates of Pay, and insert in lieu thereof—

21.—Rates of Pay.

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

	$
(a) Basic Wage (per week):	
Males	35.45
Females	27.08
(b) Adult Males (margin over the Male Basic Wage per week):	
(1) Plastic press operator (as defined)	11.80
(2) Plastic press operator (other)	5.80
(3) Extruding machine operator (as defined)	11.80
(4) Extruding machine operator (other)	5.80
(5) Plastic injection press operator	5.40
(6) Examiner of materials—part finished, or finished products	6.60
(7) Worker employed on heat sealing of plastics by any means and/or bench hands engaged in the manufacture of flexible fabricated products	6.60
(8) Workers engaged in the process of synthetic foams made from polyester-isocynate compositions on the following classes of work:—	
(a) Operator in charge of foaming machine	7.90
(b) Assistant on foaming machine	5.40
(c) Operator of trimming or cutting machine required to exercise discretion in setting up machine	6.60
(d) Operator of trimming or cutting machine, other	5.60
(9) Hand Laminator (as defined)	11.80
(10) Hand Laminator, other (as defined)	6.60
(11) Workers engaged on Styrene foam or similar foam compositions on the following classes of work:—	
(a) Moulding	6.60
(b) Operator of trimming or cutting machine required to exercise discretion in setting up machine	6.60
(c) Operator of trimming or cutting machine, other	5.60
(12) Process worker, i.e., a person employed—	
(a) As operator of mixing machines, ball and grinding machines, laminating and impregnating machines, pelleting machines, blowing machines, polishing machines, buffing machines, cutting machines, of all types and paste moulding operations	5.40
(b) In the powder room	5.40
(c) Using a spray gun	5.40
(13) Workers employed in any calling not described in this subclause	3.60
(c) Adult Females (margin over female basic wage per week):	
(1) Workers engaged on the following classes of work—	
Injection moulding	4.17
Compression moulding	4.17
Extruder operation where operation is semi-automatic	4.17
Using spray gun	4.17
(2) Sewing Machinist	4.17
(3) Operator of electronic welding machine	4.17
(4) Workers employed in any calling not described in this subclause	2.67

	%
(d) Junior Males (per cent. of male basic wage per week):	
14 to 15 years of age	25
15 to 16 years of age	35
16 to 17 years of age	45
17 to 18 years of age	55
18 to 19 years of age	70
19 to 20 years of age	80
20 to 21 years of age	95
(e) Junior Females (per cent. of female basic wage per week):	
15 to 16 years of age	35
16 to 17 years of age	45
17 to 18 years of age	55
18 to 19 years of age	70
19 to 20 years of age	80
20 to 21 years of age	95

PRINTING.

(Government Printing Office.)

Award No. 3 of 1963.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 369 of 1968.

Between Printing and Kindred Industries Union, Western Australian Branch, Industrial Union of Workers, Applicant, and Government Printer, Respondent.

HAVING heard Mr L. E. Hearle on behalf of the applicant and Mr L. H. Pilgrim on behalf of the respondent, and by consent, I, the undersigned, Commissioner of The Western Australian Industrial Commission, in pursuance of an allocation to me under section 54 of the Industrial Arbitration Act, 1912-1968, 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 (Government Printing Office) Award No. 3 of 1963, as amended, be and the same is hereby further amended in accordance with the following schedule and that such amendment shall take effect as from the beginning of the first pay period commencing on or after the date hereof.

Dated at Perth this 27th day of February, 1969.

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

Schedule.

Clause 10.—Rates of Wages: Delete subclause (8) and insert in lieu thereof—

	$
(8) Apprentices (wage per week):	
First year	17.85
Second year	24.70
Third year	31.55
Fourth year	38.40
Fifth year	46.65

SCHOOL EMPLOYEES.

(Independent—Assistant Mistresses.)

Award No. 35 of 1960.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 406 of 1968.

Between the Independent Schools Salaried Officers' Association of Western Australia, Industrial Union of Workers, Applicant, and Management of Saint Hilda's Church of England Girls' School and others, Respondents.

HAVING heard Mr O. K. Salmon on behalf of the applicant and Mr G. J. Martin on behalf of the respondents, and by consent, I, the undersigned, 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 Independent Schools' (Assistant Mistresses) Award No. 35 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 21st day of February, 1969.

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

Schedule

Clause 10.—Salaries and Allowances: Delete this clause and insert in lieu thereof:

10.—Salaries and Allowances

	$
(1) Basic Wage (per annum)	1408

(2) Adult Females (Margin over female basic wage per annum): Classification:

	Assistant Mistresses not elsewhere provided for	Primary Dept. Assistant Mistresses holding Teachers' Certificate and/or University Degree	Secondary Dept. Assistant Mistresses holding Teachers' Certificate	Secondary Dept. Assistant Mistresses holding a University Degree (other than B. Ed.)	Secondary Dept. Asst. Mistresses holding (i) University Degree and Diploma of Education or (ii) University Degree and Teachers Certificate or (iii) Bachelor Education Degree
	$	$	$	$	$
1st years experience	693	974	1,082	1,161	1,340
2nd year....	770	1,082	1,161	1,252	1,435
3rd year	849	1,161	1,252	1,340	1,531
4th year	974	1,252	1,340	1,435	1,627
5th year	1,082	1,340	1,435	1,531	1,723
6th year	1,161	1,431	1,531	1,627	1,818
7th year	1,252	1,521	1,627	1,723	1,914
8th year	1,340	1,610	1,723	1,818	2,010
9th year	1,431	1,700	1,818	1,914	2,105
10th year	1,521	1,787	1,914	2,010	2,201
11th year	1,610	1,879	2,010	2,105	2,297
12th year	1,700	1,968	2,105	2,201	2,392
13th year	1,700	2,057	2,201	2,297	2,488
14th year	1,700	2,057	2,201	2,297	2,584

(3) In addition to the salaries prescribed in subclauses (1) and (2) hereof the following additional amounts shall be payable:—

	$
(a) The Senior Mistress in a Secondary School:	
(i) with an enrolment of 300 pupils or more	400
(ii) with an enrolment of less than 300 pupils	250
(b) The Senior Mistresses in a Primary School:	
(i) with an enrolment of 100 pupils or more	150
(ii) with an enrolment of less than 100 pupils	108
(c) Assistant Mistresses who teach fifteen periods or more in sub-leaving and/or leaving years	114

(d) Assistant Mistresses in the Primary School who regularly teach periods in the Secondary School shall be paid the appropriate Secondary School rate prescribed for the time they are so teaching in the Secondary School.

(e) Secondary Department Assistant Mistresses on attaining an Honours Degree, or Degree higher than that of Bachelor, to be credited with one extra year's experience.

(4) "Experience" for the purpose of this clause shall mean experience as a full time teacher in the employing school.

Provided that continuous full time experience in other schools shall be taken into account in determining the position of the salary scale for new appointees, but the period so allowed shall not exceed five years unless the Principal determines otherwise.

(5) Assistant Mistresses—Part time shall be paid not less than the following:—

(a) For each period of up to forty minutes—
Graduates: $2.55 per period.
Non Graduates: Teachers' Certificate—$2.34 per period.
All others: $2.00 per period.

(b) The provisions for Assistant Mistresses—full time contained in this award shall apply to Assistant Mistresses—part time, except where specifically excluded.

(6) Assistant Mistresses—On Supply, shall be paid one fortieth of the appropriate annual salary prescribed in this award for each week of employment.

(7) (a) Assistant Mistresses in Kindergartens (conducted mornings only) holding a Kindergarten Diploma, shall be paid a minimum margin at the rate of $316 per annum.

(b) Assistant Mistresses in Kindergartens (conducted mornings only) and being untrained, shall be paid a minimum salary at the rate of two thirds of the appropriate total rate prescribed in column (1) provided that such rate shall not exceed the rate provided for the eighth year in column (1) of subclause (2) of this clause.

(8) (a) The basic wage per annum is ascertained by multiplying the basic wage for females per week as declared by the Western Australian Industrial Commission from time to time by fifty-two to the nearest dollar.

(b) For the purpose of adjustment and payment, the weekly salary shall be calculated as one-fifty second of the annual salary, the fortnightly salary as one-twenty-sixth of the annual salary and the monthly salary one-twelfth of the annual salary.

SOFT FURNISHINGS.

Award No. 13 of 1963.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 28 of 1969.

Between the United Furniture Trades Industrial Union of Workers, W.A., Applicant, and Boans Ltd., Bairds Ltd. and others, Respondents.

HAVING heard Mr. H. Cox on behalf of the applicant and Mr. C. B. Parks 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 Soft Furnishings Award No. 13 of 1963, as amended, be and the same is hereby further amended in accordance with the following schedule and that such amendment shall take effect as from the beginning of the first pay period commencing on or after the date hereof.

Dated at Perth this 27th day of February, 1969.

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

Schedule.

1. Clause 2.—Arrangement: Delete the number and title "2A—Special Loading".

2. Delete Clause 2A—Special Loading.

3. Clause 7—Wages: Delete subclauses (1), (2) and (3) of this clause and insert in lieu thereof:—

	$
(1) Basic Wage (per week):	
Adult males	35.45
Adult females	27.08
(2) Adult Males (margin over basic wage per week):	
Carpet planner	19.40
Carpet cutter	12.35
Installer	11.00
Blind maker and finisher	11.00
(3) Adult Females (margin over basic wage per week):	
Cutter of loose covers, curtains and drapes	6.40
Carpet sewer	5.90
All others	5.40

TEACHERS.

(Kindergarten.)

Award No. 22 of 1963.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 90 of 1969.

Between Kindergarten Teachers' Association of Western Australia, Industrial Union of Workers, Applicant, and Kindergarten Association of Western Australia, Respondent.

HAVING heard Mr. O. K. Salmon on behalf of the applicant and Mr. H. J. de Burgh on behalf of the respondent, and by consent, I, the undersigned, Commissioner of The Western Australian Industrial Commission, in pursuance of an allocation to me under section 54 of the Industrial Arbitration Act, 1912-1968, 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 Teachers' (Kindergarten) Award No. 22 of 1963, as amended, be and the same is hereby further amended in accordance with the following schedule and that such amendment shall take effect as from the beginning of the first pay period commencing on or after the date hereof.

Dated at Perth this 7th day of March, 1969.

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

Schedule.

Clause 10—Rates of Pay and Allowances: Delete this clause and insert in lieu thereof:—

10.—Rates of Pay and Allowances.

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

	$
(1) Basic Wage (per week)	27.08
(2) Marginal Rates (per annum):	
(a) Kindergarten Teachers—	
1st year of experience	454.00
2nd year of experience	572.00
3rd year of experience and thereafter	670.00
(b) Kindergarten Teachers in Charge—	
1st year of experience	736.00
2nd year of experience	833.00
3rd year of experience	904.00
4th year of experience	986.00
5th year of experience	1065.00
6th year of experience	1147.00
7th year of experience	1228.00
8th year of experience and thereafter	1308.00

(3) "Experience" shall mean experience of teaching after receiving the necessary qualification, and further, if there has been a lapse of five or more years since the last teaching appointment one annual increment may be deducted from the salary for each absence of two years or part thereof.

(4) A part time teacher is one engaged as such who shall be paid under the appropriate classification for the number of half day kindergarten sessions she works there being ten kindergarten sessions in the ordinary week.

(5) A teacher shall be required to complete a full teaching year from the commencement of her appointment before being eligible for the next annual increment.

(6) A teacher defined in paragraph (c) of clause 6—Definitions, shall be paid at the rate of $70 per annum less than the rates prescribed in subclause (2) hereof.

(7) A teacher defined in paragraph (b) of clause 6—Definitions, shall be paid at the rate of $140 per annum less than the rates prescribed in subclause (2) above.

(8) A teacher in a kindergarten situated outside a thirty mile radius from the G.P.O. Perth, shall be paid an allowance of $26 per annum.

(9) A teacher holding any one of the following qualifications shall be additionally paid (per annum)—

	$
(a) A university degree approved by the Australian Pre-School Association	156.00
(b) Overseas Post Graduate Qualifications in the field of education approved by the Australian Pre-School Association	104.00
(c) Australian Pre-School Association Diploma	52.00

(10) A responsibility allowance of $110 per annum shall be paid to a teacher in charge of a kindergarten where a qualified assistant (who is not employed as an aid) is regularly employed. In the event of a teacher being employed for a portion of a year as a teacher in charge a sum of $2.68 per week or part thereof shall be paid for each week of teaching.

(11) A relieving teacher shall be paid at the rate of—

(a) one dollar and forty-five cents per hour in the case of a kindergarten teacher; and

(b) one dollar and sixty-seven cents per hour in the case of a kindergarten teacher in charge.

These rates are in substitution for all other allowances and rates prescribed in this clause and a relieving teacher shall not be entitled to the benefits of clauses 9 and 11.

(12) The basic wage per annum is to be ascertained by multiplying the basic wage per week by fifty-two and taking the result to the nearest dollar.

(13) For the purposes of adjustment and payment, the weekly salary shall be calculated as one-fifty-second of the annual salary, the fortnightly salary as one-twenty-sixth of the annual salary and the monthly salary as one-twelfth of the annual salary.

(14) A teacher in a kindergarten situated north of the 26th parallel of South latitude, shall be paid an allowance of $76 per annum in addition to the amount prescribed in subclause 8.

WATER, SEWERAGE AND DRAINAGE EMPLOYEES.

(Government.)

Award No. 22 of 1967.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 53 of 1969.

Between Government Water, Sewerage and Drainage Employees' Industrial Union of Workers, Applicant, and the Hon. Minister for Water Supply, Respondent.

HAVING heard Mr. H. R. Barrett on behalf of the applicant and Mr. G. D. Johnson on behalf of the respondent, and by consent, I, the undersigned, Commissioner of The Western Australian Industrial Commission, in pursuance of an allocation to me under section 54 of the Industrial Arbitration Act, 1912-1968, 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 Government Water, Sewerage and Drainage Employees' Award No. 22 of 1967, as amended, be and the same is hereby further amended in accordance with the following schedule 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 27th day of February, 1969.

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

Schedule.

First Schedule—Wages.

Part 12—Tradesmen and Others: Delete the whole of this part and insert in lieu thereof:—

PART 12—Tradesmen and Others (margin per week:	$
Tradesmen:	
(a) Blacksmith	19.40
(b) Toolmaker	22.80
(c) Scientific instrument maker and repairer	24.35
(d) Fitter (including meter fitter)	19.40
(e) Automotive electrical fitter	19.40
(f) Turner	19.40
(g) Motor mechanic	19.40
(h) Electrical fitter and/or armature winder	19.40
(i) Electrical installer	19.40
(j) Driller using borer or cutter bar	19.40
(k) Driller using Asquith or Tullis radial drill	19.40
(l) Welder—	
(i) Special class	21.05
(ii) First class	19.40
(iii) Second class	6.80
(iv) Third class	5.85
(v) Fourth class	5.10
(m) Bricklayers	18.20
(n) Carpenter	18.20
Tool allowance payable in accordance with Building Trades (Govment) Award.	
(o) Plasterer not including guniting	18.20
(A plasterer not provided with the necessary tools for the performance of this work shall be paid a tool allowance of sixty cents.)	
Liberty to apply is reserved in respect of the above classifications.	
Tradesmen's Assistants, Machinists and Others:	
(a) Blacksmith's striker	4.85
(b) Drilling machinist	6.80
(c) Fitter's assistant (including meter fitter's assistant)	4.85
(d) Garage attendant	4.85
(e) Oxy or electric welder's assistant	4.85
(f) Screwing machinist	6.80
(g) Shot blast and sand blast dresser protected by properly enclosed cabin	5.60
(h) Shot blast and sand blast dresser not protected by properly enclosed cabin	9.45
(i) Bricklayer's labourer	8.55
(j) Plasterer's labourer	8.55
(k) General tradesmen's assistant—mechanical section M.W.S.	4.85
(l) Builders' labourers employed on work other than specified above	5.15
Liberty to apply is reserved in respect of the above classifications.	

AWARDS—
Interpretation of—

IRON ORE PRODUCTION AND PROCESSING.

Award No. 35 and 51 of 1968.

(Re Meaning of the Expression "seven day shift work" as defined in Clause 31 of the Award.)

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 30 of 1969.

Between the Federated Engine Drivers and Firemen's Union of Workers of Western Australia, Applicant, and Dampier Mining Co. Ltd., Respondent.

Before Mr. Commissioner E. R. Kelly.

The 6th day of March, 1969.

Mr. J. Bainbridge on behalf of the applicant.

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

Judgment.

THE COMMISSIONER: This is an application by the Federated Engine Drivers and Firemen's Union for interpretation of Award No. 35 and 51 of 1968 (Iron Ore Production and Processing). Two questions are asked in the application but they both turn on the true meaning of the expression "seven day shift work" which is defined in clause 31 of the award in the following terms:—

"seven day shift work" means a shift system, whether continuous or otherwise, worked over the seven days of each week.

and the real issue that arises in the construction of that definition is whether the expression "shift system" refers only to shifts worked as part of a worker's ordinary hours or whether it includes shifts worked as overtime.

The facts giving rise to this application are that three workers are performing work which carries on over the seven days of the week, twenty-four hours a day, except for a break of either four hours or eight hours each weekend. Each worker works an eight hour shift each day, Monday to Friday inclusive. Each worker in turn has a weekend off duty, the weekend work being shared between the two who remain on duty. I assume, for the purposes of this interpretation, that the weekend work is equally shared, though I understand that that is not always the case.

The workers concerned are employed in the power houses at Koolan and Cockatoo Islands and, prior to the making of the present award, were covered by the Iron Ore Production and Processing Award, 1967. Before then, they were covered by the Iron Ore Mining (Yampi Sound) Award and it is of some assistance in answering the questions now raised to turn the pages back to an amendment and consolidation of that award, reported in 36 W.A.I.G. 593. At page 597 of that volume of the Gazette under the heading "Shift Work," the President of the Court of Arbitration is reported as saying—

> The Unions claimed that the hours of all shift workers should be inclusive of crib time. In the Goldmining Awards only where 3 shifts are worked is crib time included in the working hours. We have modelled the clause on the Goldmining Award except for those workers who must attend to their duties while they take their crib, e.g., power house employees.
>
> Subclause (c) of the existing Award was taken in its entirety from the Goldmining Award and really has no application in this industry where no continuous process is carried on. There seems no purpose in retaining it although it was suggested that if it were deleted the power house would have to revert to 3 shifts. That would not necessarily be an evil. However, as each shift now works in excess of 40 hours from Monday to Friday every week plus overtime on weekends this argument was hard to follow.—Liberty to apply will however be granted in the event of continuous process work being introduced.

and on the same page under the heading "Annual Leave," His Honour said—

> The provision for an extra week's leave for seven day shift workers has been deleted as a consequence of the deletion of subclause (e) of clause 5 but liberty is reserved to the unions to apply should the employer exercise the liberty reserved in subclause G of that clause.

In the consolidated award that then issued, subclause (b) of clause 5 appeared in the following terms:—

> (b) Where more than one shift is worked, forty (40) hours shall constitute a week's work, to be worked in five (5) shifts of eight (8) hours from Monday to Friday (inclusive). For workers in the power house and any other process which must continue while crib is being taken, such hours shall be inclusive of crib time but for other shift workers crib time shall be excluded unless three (3) shifts are worked.

From the foregoing extracts from the 1956 Judgment and Award it will be apparent that the power house employees were shift workers, that they worked their ordinary hours from Monday to Friday inclusive and worked overtime at weekends and (although this cannot be deduced from the passages quoted) I have no doubt that the weekend overtime was performed in "shifts". Nevertheless these workers were not regarded then as seven day shift workers but as five day shift workers who worked overtime at weekends.

Subsequently the award was again amended and consolidated by consent (42 W.A.I.G. 650) when provision was made for continuous shift workers and additional annual leave for such workers. However, the final subclause in the Continuous Shift Work clause was in the following terms:—

> This clause may only be applied in respect to workers employed in a power station . . .

a form of expression that clearly left the employer free to roster his employees as continuous shift workers or not, as he saw fit. In fact provision continued to be made for power station workers in clause 5 of the consolidated award which dealt with hours of duty for workers other than continuous shift workers and, from what was said in the present proceedings, it would seem that the continuous shift work provisions were never used.

As I have intimated, Dampier Mining Co. Ltd was made a party to the Iron Ore Production and Processing Award, 1967. In the proceedings leading to the making of that award, a question at issue was the number of days over which the ordinary hours of non-continuous shift workers could be rostered. The unions (including the Federated Engine Drivers and Firemen's Union) claimed that such workers should have their ordinary hours restricted to the five days of the week, Monday to Friday, and as no specific claim was made with respect to power house workers at Yampi, it is apparent that if the unions had succeeded in their claims the workers to whom the present application relates would have been treated in the manner in which the employer now says they have been and should be treated. Be that as it may, the Commission did not, in 1967, allow the unions' claim but in making provision for an eighty hour fortnight for non-continuous shift workers, had this to say—

> It is the present practice and the expressed intention of the applicants to work two shifts per day on six days per week. At the moment the Saturday shift is an overtime shift for all workers on non-continuous work. In addition overtime is, generally speaking, worked regularly during the week. In my opinion, where work is being performed regularly on six days per week it should, where practicable, be worked as shift work rather than as regular overtime, and I have accordingly made provision for the ordinary hours of shift workers—whether on continuous or non-continuous work—to be worked in ten shifts of eight hours per fortnight.

Two conclusions may, I think, be drawn from the above passage. First, when the Commission used the expression "shift work" it referred to shifts of ordinary hours as distinct from shifts worked as overtime. Secondly, the Commission plainly intended to leave it to the employers to decide whether to continue to work according to their "present practice and expressed intention"

or whether to cover the weekend work by working shifts of ordinary hours. The Commission expressed a clear preference for the latter course where such a course was practicable but the Commission was aware that both a shortage of labour and insufficient accommodation might well render it impracticable for the employers to implement its expressed preference. It is a matter of record well known to the parties now before me that, during the life of the 1967 award, the employers did, for the most part, roster the ordinary hours of non-continuous shift workers from Monday to Friday with overtime being paid for weekend work.

In the Iron Ore Production and Processing Award, 1969, which replaced the 1967 award, no alteration material to the present application was made and I have no hesitation in holding that the expression "shift system" used in the definition of the expression "seven day shift work" means a system of shifts of ordinary hours and the application is determined accordingly.

Decision accordingly.

AGREEMENTS—INDUSTRIAL—

Variation of—

MUNICIPAL OFFICERS.

(City of Fremantle.)

Agreement No. 18 of 1965.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 73 of 1968.

Between the City of Fremantle, Applicant, and Municipal Officers' Association of Australia, Western Australian Branch, Union of Workers, Respondent.

HAVING heard Mr. G. Martin on behalf of the applicant and Mr. A. C. Sorensen 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 42 of the said Act, and all other powers therein enabling me, do hereby order and declare—

That the City of Fremantle Officers' Agreement No. 18 of 1965, 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 13th day of February, 1969.

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

Schedule.

1. Clause 2—Arrangement: Add to this clause a new clause "8A Shift Work."

2. Clause 7—Hours: Add to this clause the following new subclauses (2A) and (2B):—

(2A) The hours of duty of the Inquiry Officer, Senior Parking Attendant and Parking Inspectors shall be forty hours per week to be worked in shifts not exceeding eight hours per day Monday to twelve noon Saturday, both inclusive.

(2B) The officers provided for in subclause (2A) hereof shall be allowed one hour for a meal to be taken between the hours of twelve noon and 2 p.m. for day workers and between 6 p.m. and 8 p.m. for workers on evening work.

3. Clause 8—Overtime: Add to this clause the following new subclauses (6) and (1)—

(6) Where an officer referred to in subclause (2A) of clause 7 of this agreement is required to attend Court outside his rostered hours of duty he shall be paid all reasonable fares incurred and shall be paid double time for such time involved in such attendance. A minimum of two hours shall be taken as the time actually incurred in such attendance. A minimum of one hour travelling time at ordinary rates shall be paid in addition to that paid for Court attendances. (The witness fees, if any, for such officers shall be paid to the City of Fremantle.)

(7) All work performed after twelve noon on Saturdays by officers referred to in subclause (2A) of clause 7 of this agreement shall, notwithstanding the provisions of subclause (1) hereof be paid at the rate of time and a half for the first four hours and double time thereafter.

4. Clause 8A—Shift Work: Add after clause 8—Overtime a new clause 8A—Shift Work as follows:—

8A—Shift Work.

"Parking Inspectors" shall be paid an additional 10 per centum at ordinary rates for the whole of any shift worked by such an inspector at night, Mondays to Fridays inclusive.

5. Clause 11—Holidays: Add to subclause (2) of this clause the following proviso:—

Provided that Parking Inspectors and the Senior Parking Attendant shall not be entitled to the following public holidays:—the day following New Year's Day, Easter Tuesday, the Queen's Birthday or the morning of Royal Show Day.

5. Clause 20—Salaries:

(i) Delete from subparagraph (i) of subclause (b) of this clause the classifications and margins for "Senior Parking Attendant" and "Parking Inspector."

(ii) Add after subclause (3) of this clause a new subclause (4) as follows.

(4) The salary scales applicable to parking inspectors (other than Senior Parking Inspector) and the Inquiry Officer shall be in accordance with the rates paid to similar classifications at the City of Perth and shall be applicable as from such dates as the City of Perth rates are effective from time to time.

PRINTING.

(Record.)

Agreement No. 17 of 1964.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 69 of 1969.

Between Printing and Kindred Industries Union, Western Australian Branch, Industrial Union of Workers, Applicant, and Record Newspapers —Record Print, Respondent.

HAVING heard Mr. L. E. Hearle on behalf of the applicant and Father F. J. Dillon 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 42 of the said Act, and all other powers therein enabling me, do hereby order and declare—

That the Printing (Record) Agreement No. 17 of 1964, as amended, be and the same is hereby further amended in accordance with the following schedule.

Dated at Perth this 27th day of February, 1969.

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

Schedule.

Clause 2A.—Special Loading: Delete this clause.

Clause 7.—Rates of Wages: Delete this clause and insert in lieu thereof:—

The Minimum weekly rate of wages shall be:—

		$
(1)	Basic Wage:	
	Males	35.45
	Females	27.08
(2)	Margins:	
	(a) Males—	
	Machine compositor	37.35
	Hand compositor	32.75
	Proof reader	32.75
	Letterpress machinist	32.75
	Lithographic machinist	32.75
	Guillotine machine operator	32.75
	Publishing hand	19.90
	(b) Females—	
	Bookbinder	11.90
	Copyholder	11.90
(3)	Foreman	5.25
	Leading Hand (when appointed as such)	2.00

(4) Apprentices: The minimum weekly wage payable to an apprentice shall be the following percentage of the hand compositor's weekly wage (per cent. per week):

	%
During the first six months	33⅓
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

The rates prescribed in this subclause shall be adjusted to the next nearest five cents, any part not exceeding two cents to be disregarded.

(5) Night Loading: In addition to the rates prescribed above, a worker employed on night shift shall receive a night rate penalty of $7.00 per week. This penalty shall be included in the wage for the purpose of assessing overtime.

PUBLIC SERVICE ARBITRATION—Agreements—Filed—

Public Service Arbitration Act, 1966.

MINISTERIAL OFFICERS (GENERAL) SALARIES AGREEMENT, 1969.

No. 49 of 1969.

THIS Agreement, made pursuant to the provisions of the Public Service Arbitration Act, 1966, of Western Australia this 14th day of February, 1969, between the Civil Service Association of Western Australia Incorporated (hereinafter referred to as the Association) of the one part and the Hon. The Minister for Agriculture and other Ministers of the Crown as per Schedule C (hereinafter referred to as the Employer) 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 Ministerial Officers (General) Salaries Agreement 1969.

2.—Arrangement.

1. Title.
2. Arrangement.
3. Scope.
4. Adjustment of Salary Rates.
5. Male Officers—Salary Classes and Grades.
6. Male Officers—Field Assistants.
7. Male Officers—Laboratory Assistants.
8. Male Officers—Drafting Assistants.
9. Female Officers—Salary Classes and Grades.
10. Female Officers—Laboratory Assistants and Technical Assistants.
11. Female Officers—Laboratory Attendants.
12. Female Officers—Telephonists and Assistants.
13. Female Officers—Drafting Assistants.
14. Annual Increments.
15. Temporary Employees.
16. Copies of Agreement.
17. Term of Agreement.

3.—Scope.

This Agreement shall apply to all Government Officers employed in a General capacity by the respondents.

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, 1968 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—Salary Classes and Grades.

(a) The rates of pay for male General Officers except as provided for Field Assistants (Clause 6), Laboratory Assistants (Clause 7) and Drafting Assistants (Clause 8) shall be as follows:—

	Per Annum $
Class 1:	
15 years of age	1,037
16 years of age	1,207
17 years of age	1,482
18 years of age	1,752
19 years of age	2,065
20 years of age	2,292
21 years of age or first year of adult service	2,452
22 years of age or second year of adult service	2,552
23 years of age or third year of adult service	2,662
24 years of age or fourth year of adult service	2,782
Class 2:	
Minimum	2,782
Intermediate	2,862
Maximum	2,942
Class 3:	
Minimum	2,942
Intermediate	3,032
Maximum	3,152

Provided that—

(i) an officer who occupies a position which has been classified by an amalgamation of Classes 1 and 2, shall proceed to the intermediate salary of Class 2 after he has been in receipt of the maximum salary of Class 1 for a continuous period of twelve months; and

(ii) an officer who occupies a position which has been classified by an amalgamation of Classes 2 and 3, shall proceed to the intermediate salary of Class 3, after he has been in receipt of the maximum salary of Class 2 for a continuous period of twelve months; and

(iii) an officer who occupies a position which has been classified by an amalgamation of Classes 1, 2 and 3, shall proceed to the intermediate salary of Class 2 after he has been in receipt of the maximum salary of Class 1 for a continuous period of twelve months and to the intermediate salary of Class 3 after he has been in receipt of the maximum salary of Class 2 for a continuous period of twelve months.

(b) An officer who is over the age of 21 years on appointment may be appointed at a minimum rate of pay based on years of service and not on age.

(c) An officer retained on the maximum salary prescribed for Classes 1, 2 or 3 by subclause (a) for a period of five (5) years shall be paid an allowance of $60 per annum provided the Employer certifies that such officer is eligible and would be recommended for promotion on the grounds of efficiency and good conduct. An allowance paid under this subclause shall be converted to salary on promotion to a higher position and shall cease should the officer refuse to accept promotion.

(d) Classes and grades beyond a salary of $3,152 per annum shall be those set out in Schedule A to this Agreement.

(e) In allocating salaries or salary ranges, in accordance with section 12 of the Public Service Arbitration Act, 1966, the Employer may amalgamate any two or more classes.

6.—Male Officers—Field Assistants.

(a) The rates of pay for male field assistants shall be as follows:—

Age or Year of Adult Service:	Per Annum $
15 years of age	1,037
16 years of age	1,207
17 years of age	1,482
18 years of age	1,752
19 years of age	2,065
20 years of age	2,292
21 years of age or first year of adult service	2,452
22 years of age or second year of adult service	2,552
23 years of age or third year of adult service	2,662
24 years of age or fourth year of adult service	2,782
25 years of age or fifth year of adult service	2,902
26 years of age or sixth year of adult service	3,022
27 years of age or seventh year of adult service	3,152

Provided that an officer who has been awarded a Diploma of an approved Agricultural College shall be paid—

(i) one grade above the rate prescribed in this clause for his age, if he is under 21 years of age; or

(ii) two grades above the rate prescribed in this clause for his age or year of adult service, if he is 21 years of age or over.

(b) An officer who is over the age of 21 years on appointment may be appointed at a minimum rate of pay based on years of service and not on age.

(c) An officer retained on the maximum salary prescribed by subclause (a) for a period of five (5) years shall be paid an allowance of $60 per annum provided that the Employer certifies that the officer is eligible and would be recommended for promotion on the grounds of efficiency and good conduct. An allowance paid under this subclause shall be converted to salary on promotion to a higher position and shall cease should the officer refuse to accept promotion.

7.—Male Officers—Laboratory Assistants.

(a) The rates of pay for male laboratory assistants shall be as follows:—

Age or Year of Adult Service:	Per Annum $
15 years of age	1,103
16 years of age	1,263
17 years of age	1,482
18 years of age	1,752
19 years of age	2,065
20 years of age	2,292
21 years of age or first year of adult service	2,452
22 years of age or second year of adult service	2,552
23 years of age or third year of adult service	2,662
24 years of age or fourth year of adult service	2,782
25 years of age or fifth year of adult service	2,902
26 years of age or sixth year of adult service	3,022
27 years of age or seventh year of adult service	3,152

(b) An officer who is over the age of 21 years on appointment may be appointed at a minimum rate of pay based on years of service and not on age.

(c) An officer retained on the maximum salary prescribed by subclause (a) for a period of five (5) years shall be paid an allowance of $60 per annum provided the Employer certifies that the officer is eligible and would be recommended for promotion on the grounds of efficiency and good conduct. An allowance paid under this subclause shall be converted to salary on promotion to a higher position and shall cease should the officer refuse to accept promotion.

8.—Male Officers—Drafting Assistants.

(a) The rates of pay for male drafting assistants shall be as follows:—

Age or Year of Adult Service:	Per Annum $
21 years of age or first years of adult service	2,662
22 years of age or second year of adult service	2,782
23 years of age or third year of adult service	2,902
24 years of age or fourth year of adult service	3,022
25 years of age or fifth year of adult service	3,152
26 years of age or sixth year of adult service	3,292
27 years of age or seventh year of adult service	3,432
28 years of age or eighth year of adult service	3,577
29 years of age or ninth year of adult service	3,717

(b) An officer who is over the age of 21 years on appointment may be appointed at a minimum rate of pay based on years of service and not on age.

9.—Female Officers—Salary Classes and Grades.

(a) Except where otherwise provided in this Agreement, the classes and grades applicable to female officers shall be as indicated in Schedule B.

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

(c) An adult female officer covered by this Agreement who is performing work of the same or a like nature and of equal value to a male officer shall, subject to the principles and conditions laid down by Ministerial Circular (L238/67) dated 28th November, 1967, receive payment on the basis set out in such Circular.

10.—Female Officers—Laboratory Assistants and Technical Assistants.

(a) The rates of pay for female laboratory assistants and technical assistants shall be as follows:—

Age or Year of Adult Service:	Per Annum $
15 years of age	1,048
16 years of age	1,133
17 years of age	1,274
18 years of age	1,455
19 years of age	1,614
20 years of age	1,773
21 years of age or first year of adult service	1,986
22 years of age or second year of adult service	2,081
23 years of age or third year of adult service	2,161
24 years of age or fourth year of adult service	2,241
25 years of age or fifth year of adult service	2,321

(b) An officer who is over the age of 21 years on appointment may be appointed at a minimum rate of pay based on years of service and not on age.

(c) An officer who has completed not less than twenty (20) years of continuous permanent service shall be paid an allowance of $80 per annum, provided the Employer certifies as to the good conduct, diligence and efficiency of the officer.

11.—Female Officers—Laboratory Attendants.

(a) The rates of pay for female laboratory attendants shall be as follows:—

Age or Year of Adult Service:	Per Annum $
15 years of age	908
16 years of age	1,051
17 years of age	1,135
18 years of age	1,278
19 years of age	1,459
20 years of age	1,665
21 years of age or first year of adult service	1,818
22 years of age or second year of adult service	1,928
23 years of age or third year of adult service	2,028
24 years of age or fourth year of adult service	2,108

(b) An officer who is over the age of 21 years on appointment may be appointed at a minimum rate of pay based on years of service and not on age.

(c) An officer who has completed not less than twenty (20) years of continuous permanent service shall be paid an allowance of $80 per annum, provided the Employer certifies as to the good conduct, diligence and efficiency of the officer.

12.—Female Officers—Telephonists and Assistants.

(a) The rates of pay for female telephonists and assistants shall be as follows:—

Age or Year of Adult Service:	Per Annum. $
15 years of age	940
16 years of age	1,070
17 years of age	1,160
18 years of age	1,300
19 years of age	1,480
20 years of age	1,685
21 years of age or first year of adult service	1,840
22 years of age or second year of adult service	1,950
23 years of age or third year of adult service	2,050
24 years of age or fourth year of adult service	2,130

(b) An officer who is over the age of 21 years on appointment may be appointed at a minimum rate of pay based on years of service and not on age.

(c) An officer who has completed not less than twenty (20) years of continuous permanent service shall be paid an allowance of $80 per annum, provided the Employer certifies as to the good conduct, diligence and efficiency of the officer.

(d) A female assistant who passes an examination in typewriting at 40 words per minute as approved by the Employer shall be paid an allowance of $40 per annum.

(e) A female telephonist who passes a Telephonists' Efficiency Examination as approved by the Employer shall be paid an allowance of $40 per annum.

13.—Female Officers—Drafting Assistants.

(a) The rates of pay for female drafting assistants shall be as follows:—

Age or Year of Adult Service:	Per Annum $
16 years of age	1,133
17 years of age	1,274
18 years of age	1,455
19 years of age	1,614
20 years of age	1,773
21 years of age or first year of adult service	1,986
22 years of age or second year of adult service	2,161
23 years of age or third year of adult service	2,221
24 years of age or fourth year of adult service	2,301
25 years of age or fifth year of adult service	2,356
26 years of age or sixth year of adult service	2,426
27 years of age or seventh year of adult service	2,535
28 years of age or eighth year of adult service	2,610

Provided that an officer shall not proceed beyond a salary of $2,301 per annum unless she—

(i) has completed and passed an efficiency examination in the appropriate group of subjects of the Technical Education Division of the Education Department, herein listed:—

Engineering Drafting—

Elementary Drawing; Mechanical Drawing I, Qualifying Mathematics D; or

Such other subjects of equivalent standard as may be approved by the Employer.

Architectural Drafting—

Freehand Drawing, Building Construction I, Qualifying Mathematics D.

Cartographic Drafting—

Plan Drawing I, Cartographic Reproduction of Maps and Plans I, Qualifying Mathematics D; or

(ii) has completed six years of continuous service as a Drafting Assistant after attaining the age of 21 years.

(b) Subject to a satisfactory report from the Employer concerning the officer's conduct, diligence and efficiency, an officer who completes and passes the prescribed efficiency examination before reaching a salary of $2,356 per annum, shall be paid an allowance of $60 per annum, provided that such allowance shall convert to salary and cease when a salary of $2,356 per annum is reached.

(c) An officer who is over the age of 21 years on appointment may be appointed at a minimum rate of pay based on years of service and not on age.

(d) An officer who has completed not less than twenty (20) years of continuous permanent service shall be paid an allowance of $80 per annum, provided the Employer certifies as to the good conduct, diligence and efficeiency of the officer.

14.—Annual Increments.

Subject to good conduct, diligence and efficiency, an officer shall proceed from the minimum to the maximum of his salary range by annual increments according to the grades of such classification.

15.—Temporary Employees.

A person employed in a temporary capacity shall be paid at a daily or weekly 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 equal responsibility.

16.—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 the Department for this purpose.

17.—Term of Agreement.

This Agreement shall operate as from and including the Fifteenth day of March, 1968 and shall remain in force for a period of three years, provided that either of the parties may after the

Fifteenth day of March, 1969, negotiate with the other party to amend or add to this Agreement or approach the Arbitrator for an amendment 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 Hon. The Minister for Agriculture in the presence of—
L. M. KELLY,
Classified Officer,
State Civil Service.
C. D. NALDER.

Signed by the Hon. The Minister for North West in the presence of—
J. G. KEENAN,
Classified Officer,
State Civil Service.
C. W. M. COURT.

Signed by the Hon. The Minister for Education in the presence of—
C. R. BESSEN,
Classified Officer,
State Civil Service.
E. H. M. LEWIS.

Signed by the Hon. The Minister for Mines in the presence of—
B. M. SMITH,
Classified Officer,
State Civil Service.
A. F. GRIFFITH.

Signed by the Hon. The Minister for Immigration in the presence of—
B. H. HACKETT,
Classified Officer,
State Civil Service.
W. S. BOVELL.

Signed by the Hon. The Minister for Works in the presence of—
G. YEWERS,
Classified Officer,
State Civil Service.
R. HUTCHINSON.

Signed by the Hon. The Minister for Water Supplies in the presence of—
G. YEWERS,
Classified Officer,
State Civil Service.
R. HUTCHINSON.

Signed by the Hon. The Minister for Housing in the presence of—
P. M. MASON,
Classified Officer,
State Civil Service.
D. H. O'NEIL.

Signed by the Hon. The Acting Minister for Health in the presence of—
G. YEWERS,
Classified Officer,
State Civil Service.
R. HUTCHINSON.

Signed by the Hon. The Acting Minister for Fisheries and Fauna in the presence of—
G. YEWERS,
Classified Officer,
State Civil Service.
R. HUTCHINSON.

The Common Seal of The Civil Service Association of Western Australia Incorporated was hereunto affixed in the presence of—
J. R. FLETCHER, Trustee.
[L.S.]
R. A. PEMBER, Trustee.
B. J. COLLIER, General Secretary.

Schedule A.

MALE OFFICERS—GENERAL DIVISION.
SALARY CLASSES AND GRADES.

Class	Minimum	Intermediate	Maximum.
	$	$	$
1	3,292	—	3,432
2	3,577	—	3,717
3	3,872	—	4,022
4	4,182	—	4,342
5	4,502	—	4,662
6	4,827	—	4,987
7	5,157	5,327	5,502
8	5,682	—	5,867
9	6,052	—	6,242
10	6,432	—	6,622
11	6,817	—	7,007
12	—	—	7,327
13	—	—	7,657

Schedule B.

FEMALE OFFICERS—GENERAL DIVISION.
SALARY CLASSES AND GRADES.

Class.	Minimum.	Intermediate.	Maximum.
	$	$	$
1	2,535	—	2,610
2	2,710	—	2,815
3	2,955	—	3,100
4	3,245	—	3,390
5	3,540	—	3,690
6	3,840	—	3,990
7	4,140	—	4,290

Schedule C.

The Hon. The Minister for Agriculture.
The Hon. The Minister for North West.
The Hon. The Minister for Education.
The Hon. The Minister for Mines.
The Hon. The Minister for Immigration.
The Hon. The Minister for Works.
The Hon. The Minister for Water Supplies.
The Hon. The Minister for Housing.
The Hon. The Minister for Health.
The Hon. The Minister for Fisheries and Fauna.

STATE PUBLIC SERVICE.

PUBLIC SERVICE PROFESSIONAL DIVISION (PSYCHOLOGISTS — CLINICAL PSYCHOLOGISTS) SALARIES AGREEMENT, 1969.

No. 48 of 1969.

THIS Agreement, made pursuant to the provisions of the Public Service Arbitration Act, 1966, of Western Australia this eleventh day of February, 1969, 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 (Psychologists—Clinical Psychologists) Salaries Agreement, 1969.

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 Psychologists or Clinical Psychologists 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—

A. Psychologists:

Level	Per Annum $
1. Psychologist, Grade 2—	
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. Psychologist, Grade 1—	
First Year	5,630
Second Year	5,780
Third Year	5,930
Fourth Year	6,080
Fifth Year	6,240
Sixth Year	6,400

B. Clinical Psychologists:

Level	Per Annum $
1. Clinical Psychologist, Grade 2—	
First Year	5,630
Second Year	5,780
Third Year	5,930
Fourth Year	6,080
2. Clinical Psychologist, Grade 1—	
First Year	6,400
Second Year	6,720
Third Year	7,020
3. Senior Clinical Psychologist	7,320
4. Principal Clinical Psychologist	7,620

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-third (23rd) day of December, 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.]

B. J. COLLIER, General Secretary.

COMPULSORY CONFERENCES—

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

No. 68 of 1969.

A COMPULSORY conference was held before Mr. Commissioner E. R. Kelly at the W.A. Industrial Commission, 638 Murray Street, West Perth, on the 11th February, 1969.

The conference was convened by the Commissioner with regard to a proposed stoppage of work by the union.

The W.A. Meat Export Works and Anchorage Butchers, Fremantle and West Australian Branch, Australasian Meat Industry Employees' Union, Industrial Union of Workers, Perth.

No. 98 of 1969.

ON the 26th February, 1969, a compulsory conference was held before Mr. Commissioner E. R. Kelly at the West Australian Industrial Commission, 638 Murray Street, West Perth, with regard to a stoppage of work by employees at W.A. Meat Export Works and Anchorage Butchers, Fremantle.

BOARDS OF REFERENCE—

Decisions of—

SHIP PAINTERS AND DOCKERS.

Award No. 29 of 1960.

(Claim for Additional Payment for Workers Employed at Fremantle Cleaning Out Holds of Bulk Carrier "Nichiryu Maru".)

In the matter of the Ship Painters and Dockers' Award No. 29 of 1960 and in the matter of a Board of Reference thereunder.

Before: Mr. R. R. Ellis, Chairman; Mr. N. Grainger, Employees' Representative; and Mr. R. A. Marshall, Employer's Representative.

Decision.

1. IN this matter the Maritime Workers' Union of Western Australia, Union of Workers, (the successor to the Amalgamated Seamen and Dockers' Union of Western Australia, Union of Workers) made an application to the Board under clause 11 of the award for the payment to the workers involved of 20c per hour in addition to the prescribed rate whilst cleaning out the holds of the vessel "Nichiryu Maru", a bulk carrier at Fremantle.

2. The employer, Petterson & Co., opposed the claim on the basis that the 18c already being paid under clause 10(a)(iii) of the award was adequate for the job.

3. The Board carried out inspections on the vessel and ascertained that the work involved was the cleaning out of the holds prior to the vessel taking on another bulk cargo. From the inspection, it was quite apparent that this vessel had been carrying various cargoes since it was last cleaned out as whilst the top layer of dust in the combings and on the ribs was superphosphate dust, below this were extensive layers of alumina dust and other residue. This dust was positioned in such a way that it had to be brushed off the combing to fall to the bottom of the hold creating a cloud of dust (mainly alumina) which made it impossible to see into the hold from the deck. The dust was so fine that it gave the appearance of smoke in the hold. It was agreed by the employer that the day before the inspection by the Board, the dust in No. 2 hold became so thick that work had to cease until the dust settled.

4. In support of the claim for the extra 20c over and above the 18c already being paid, Mr. P. Troy for the workers, submitted that the conditions in which this vessel was being cleaned brought it within the provisions of clause 11 of the award and that the amount of 20c would be justified, when seamen, under their award, received 30c an hour when required to clean alumina dust from the decks of ships.

5. Mr. C. Parks, for the employer, submitted that the award already provided a rate for the cleaning out of holds after phosphate cargoes of 18c an hour and although the amount of dust involved in this particular job may have been more severe than normal, the award rate should stand.

6. The Board agreed unanimously that this particular job should attract a higher rate in the circumstances than the 18c under clause 10(a)(iii). Both representatives on the Board agreed that an additional 12c an hour (over and above the 18c already being paid) should be paid whilst the workers were required to work in the holds in excessively dusty circumstances. The parties agreed that there would be no problem in determining at what stage each hold would cease to qualify for this additional rate and the work from there on would be paid at the award rate of 18c per hour.

7. Accordingly the decision of the Board is that whilst the holds are excessively dusty the rate of 30c per hour be paid and when such excessively dusty conditions cease the rate revert to the 18c per hour provided under the award.

Dated at Perth this 13th day of February, 1969.

R. R. ELLIS, Chairman.

BOARDS OF REFERENCE—SPECIAL—

Long Service Leave—

MEAT INDUSTRY

(State.)

Award No. 26 of 1966.

(Claim by Raymond George York against Dally Meat Supply, Dalwallinu for pro-rata Long Service Leave Payment.)

In the matter of The Meat Industry (State) Award No. 26 of 1966 and in the matter of a claim for *pro rata* long service leave thereunder.

Before Messrs. R. Bowyer, Chairman; L. E. Hearle, Employees' Representative; and J. Ince, Employer's Representative.

(Heard at Dalwallinu on the 19th February, 1969.)

Decision.

1. THE claim herein was made by the West Australian Branch, Australasian Meat Industries Employees' Union, Industrial Union of Workers, Perth, on behalf of Raymond George York for payment on account of *pro rata* long service leave in connection with York's employment as a butcher with the Dally Meat Supply in the town of Dalwallinu. York terminated his employment with Kenneth Cleminson the then and present proprietor of the business on the 3rd October, 1968, and he claims that such termination was on account of sickness, such sickness being of a nature to justify the termination.

2. The employer, Cleminson, after advice from the Meat and Allied Trades Federation of Australia (Western Australian Division) Union of Employers, resisted the claim.

3. York started as a common law apprentice (there being at that time no award operating in the area), with a previous owner of the business, R. M. Toesland, on the 9th February, 1955. He eventually qualified as a butcher and continued to work for Toesland until January, 1967, when the business was taken over by a man named Martin. He continued with Martin in the same employment until March, 1968, when Cleminson took the business over and he then worked for Cleminson.

4. There is no dispute that the employment was continuous despite the two transmissions of the business during the service which was agreed to be of a duration of thirteen completed years. The employer disputed the justification of the termination on account of illness.

5. It appears that Martin had not had experience as a butcher before taking over the business. His occupation had been as a mechanic and a bus driver. Toesland had been engaged in the farming industry and had only the type of bush butchering experience that goes with his then occupation. He had had no experience at all in a retail shop.

6. Because of this lack of experience of the last two employers, it fell to York to take a great deal of responsibility in the running of the business and it was required also that he work long hours in the shop.

7. During May and June, 1965, York started to worry about the shop and visited Dr. K. J. Lynch, the then local doctor, and was treated for nervous dyspepsia. His health was not too bad for quite a while but he later felt a steady deterioration until he consulted with Dr. G. R. Hobday in July, 1968. At that time he used to worry a lot, he felt unhappy, he could not sleep very well and his "stomach felt churned-up". He felt that he couldn't carry on at the shop. Dr. Hobday treated him and he was given medicine to take. York said that he got thoroughly sick of anything to do with butchering. He commenced work at the local hotel as a barman in December last and his health has since improved.

8. Dr. Hobday testified to first seeing York in June, 1968. He found York to be in quite a wound-up nervous state brought on as far as he could judge by the work situation, the main factors being the responsibility involved and the long hours of work. He advised York to go to bed for three days and then to start back at work at greatly reduced hours. The doctor rang the employer Cleminson with regard to the hours required of York. York was placed on suitable tranquilizer drugs. In September the doctor found that York had had a rebuild-up of his nervous state and his sleep and general well being were so affected that, having talked things over with York, he advised him to seriously consider changing his job and he prescribed further tranquilizer drugs. On the 5th September, 1968, he gave York a certificate reading as follows:—

> This is to certify that Mr. Ray York, of 21 Annetts Road, Dalwallinu, is medically unfit to continue his work as a butcher. The responsibility and the early hours are deleterious effect on his health and make him lose a lot of sleep through worry.
>
> In view of this I have advised him therefore to change his occupation.

When York had made a decision to change his job, his health had improved. York had had a typical nervous state and in his (the doctor's) opinion was not a person cut out for managerial functions and was a person who should not be given more than limited responsibility.

9. Both Toesland and Cleminson were called in opposition to the claim. Both these witnesses had nice things to say about York, particularly as to his co-operation, willingness to work and his honesty. Toesland said that York generally did not complain of illness except on one occasion (this would be the occasion York consulted Dr. Lynch). He had given up the shop in December, 1966. Cleminson said he hadn't seen Dr. Hobday's certificate although he knew York had it. He was prepared to arrange shorter hours to the extent which York felt he could cope. He asked York if there was anything he (Cleminson) could do to get him to stay on but York said his sickness was such that he wouldn't consider it. He produced York's resignation dated the 5th September, 1968, giving one month's notice.

10. In my opinion, in this matter there is a clear indication of an illness justifying the termination of employment by the worker and the claim should succeed. Both Board representatives agree and the decision will be accordingly.

Dated at Perth the 6th day of March, 1969.

R. BOWYER,
Chairman.

UNIONS—
Amendment of Rules—

FIRE BRIGADE OFFICERS ASSOCIATION.

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 14th day of February, 1969, in the matter of an application by the Fire Brigades Officers' Association, Union of Workers, (Coastal Districts) of Western Australia 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 21st day of February, 1969.

R. R. ELLIS,
Assistant Registrar.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

File No. 9 of 1934.

In the matter of the Industrial Arbitration Act, 1912-1968, and in the matter of an application by The Fire Brigade Officers' Association, Union of Workers, (Coastal Districts) of Western Australia for amendment and consolidation of its rules.

HAVING read the application herein, there being no party desiring to be heard in opposition thereto, and upon being satisfied that the requirements of the abovementioned Act and the regulations made thereunder have been complied with, the Commission in Court Session, pursuant to the powers vested in it by section 23 of the said Act, doth hereby direct the Registrar to register an amendment and consolidation of the rules of the applicant union in the terms of the application as filed on the 10th day of December, 1968.

Dated at Perth this 14th day of February, 1969.

By the Commission in Court Session,

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

GOLD MINES SUPERVISORS ASSOCIATION.

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 14th day of February, 1969, in the matter of an application by The Western Australian Gold Mines Supervisors Association Industrial Union of Workers 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 21st day of February, 1969.

R. R. ELLIS,
Assistant Registrar.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

File No. 7 of 1951.

In the matter of the Industrial Arbitration Act, 1912-1968, and in the matter of an application by the Western Australian Gold and Nickel Mines Supervisors' Association, formerly called The West Australian Gold Mines Supervisors' Association Industrial Union of Workers, for amendment of its rules.

HAVING read the application herein, there being no party desiring to be heard in opposition thereto, and upon being satisfied that the requirements of the abovementioned Act and the regulations made thereunder have been complied with, the Commission in Court Session, pursuant to the powers vested in it by section 23 of the said Act, doth hereby direct the Registrar to register an amendment of the rules of the applicant union in the terms of the application as filed on the 3rd day of January, 1969, with respect to rule 3 of the said rules.

Dated at Perth this 14th day of February, 1969.

By the Commission in Court Session,

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

METROPOLITAN PASSENGER TRANSPORT OFFICERS UNION.

NOTICE.

I, THE UNDERSIGNED, ASSISANT 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 14th day of February, 1969, in the matter of an application by The Metropolitan (Perth) Passenger Transport Trust Officers' Union of Workers, Perth to amend its rules, I have this day registered such amendments to the rules of the above union.

The direction of the Commission in Court Session is set out at the foot of this notice.

Dated the 21st day of February, 1969.

R. R. ELLIS,
Assistant Registrar.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

File No. 494 of 1920.

In the matter of the Industrial Arbitration Act, 1912-1968, and in the matter of an application by The Metropolitan (Perth) Passenger Transport Trust Officers' Union of Workers, Perth, for amendment of its rules.

HAVING read the application herein, there being no party desiring to be heard in opposition thereto, and upon being satisfied that the requirements of the abovementioned Act and the regulations made thereunder have been complied with, the Commission in Court Session, pursuant to the powers vested in it by section 23 of the said Act, doth hereby direct the Registrar to register an amendment of the rules of the applicant union in the terms of the application as filed on the 11th day of December, 1968, with respect to rules 15 and 16 of the said rules.

Dated at Perth this 14th day of February, 1969.

By the Commission in Court Session,

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

RAILWAY EMPLOYEES UNION.

NOTICE.

I, THE UNDERSIGNED, ASSISANT 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 14th day of February, 1969, in the matter of an application by the West Australian Amalgamated Society of Railway Employees Union of Workers 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 21st day of February, 1969.

R. R. ELLIS,
Assistant Registrar.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

File No. 231 of 1918.

In the matter of the Industrial Arbitration Act, 1912-1968, and in the matter of an application by the West Australian Amalgamated Society of Railway Employees Union of Workers for amendment of its rules and schedule.

HAVING read the application herein, there being no party desiring to be heard in opposition thereto, and upon being satisfied that the requirements of the abovementioned Act and the regulations made thereunder have been complied with, the Commission in Court Session, pursuant to the powers vested in it by section 23 of the said Act, doth hereby direct the Registrar to register an amendment of the rules of the applicant union in the terms of the application as filed on the 10th day of January, 1969, with respect to rules 2, 4, 11, 13, 18, 20, 21, 23, 24, 26, 28, 32, 46, 47, 48, 49, 52, 54, 56, 64, 65, 67, 78, 101, 102, 105, 107, 119 and schedule of the said rules.

Dated at Perth this 14th day of February, 1969.

By the Commission in Court Session,

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

UNIONS–

Change of Name–

GOLD AND NICKEL MINES SUPERVISORS ASSOCIATION.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 401 of 1968.

In the matter of the Industrial Arbitration Act, 1912-1968, and in the matter of an application by The Western Australian Gold Mines Supervisors' Association Industrial Union of Workers for consent to change its name.

HAVING read the application herein, there being no party desiring to be heard in opposition thereto, and upon being satisfied that the requirements of the above Act and the regulations made thereunder have been complied with, the Commission in Court Session doth hereby consent to the change of the name of the applicant union to "Western Australian Gold and Nickel Mines Supervisors' Association, Industrial Union of Workers".

Dated at Perth this 14th day of February, 1969.

By the Commission in Court Session,

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

DISPUTES–

Matters Dealt with under Section 137–

(Re Cessation of Work 11/2/69 by Certain Workers Employed by J. O. Clough and Son Pty. Ltd. on Western Mining Nickel Refinery Construction Site at Kwinana.)

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 62 of 1969.

Between J. O. Clough & Son Pty. Ltd., Applicant, and the unions and the workers designated in the schedule marked "B" annexed hereto, Respondents.

Order.

THIS matter by leave of the Commission on the ground that it was of an urgent nature having been heard by the Commission in Court Session ex-parte in Chambers and the Commission in Court Session, having heard Mr. S. J. Carter on behalf of the applicant and having read the Statutory Declaration of Trevor George Barry made on the 13th day of February, 1969, and being of the opinion that a contravention of the Industrial Arbitration Act, 1912-1968 has occurred and is likely to continue, hereby makes the following order to wit—

(1) That the respondent unions and the respondent workers employed by J. O. Clough & Son be enjoined from refusing limiting or banning work during ordinary or overtime hours of duty as provided for in Award No. 31 of 1966 and from committing a cessation or limitation of work as prescribed by the provisions of the Industrial Arbitration Act, 1912-1968.

(2) That forthwith the respondent unions and each of its officers by the enforcement of union rules and by such other means as are available, do and continue to do all things in their power to ensure that the respondent workers whose names appear on the schedule marked 'B' annexed hereto, comply with the requirements of paragraph (1) of this Order.

Dated at Perth this 14th day of February, 1969.

By the Commission in Court Session,

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

TAKE notice that non-compliance with this Order will render any person in default liable for punishment for an offence under the Industrial Arbitration Act, 1912-1968. And take further notice that any party or person affected by the Order

may move the Commission in Court Session on twenty-four hours' notice to the applicant to vary, suspend or cancel this Order and take further notice that it is hereby directed that a copy of this Order, together with a copy of the application and Statutory Declaration in support thereof be served by the applicant on the above-named respondents.

Annexure 'B'.

Unions.

The Western Australian Carpenters and Joiners, Bricklayers and Stoneworkers Industrial Union of Workers, 102 Beaufort Street, Perth, W.A. 6000.

Builders' Labourers' Union of Workers of Perth, Western Australia, Room 49, Trades Hall, Beaufort Stret, Perth, W.A. 6000.

Workers.

Murray, D., 20 Medina Avenue, Medina.
Doherty, M., 11 May Street, Rockingham.
Dunlop, R., 68 Medina Avenue, Medina.
Speed, R., 171 Kent Street, Rockingham.
Marchant, C., 41 Irwin Street, East Fremantle.
Jones, R., 3 Purvis Street, Hamilton Hill.
Travia, S., 1 O'Connell Road, Hamilton Hill.
Fullston, R., 39 Milroy Street, Willagee.
Logue, J., C/o 106 Ogden Road, Collie.
Piggott, G., 82 Reginald Street, Maniana.
Edwards, R., 20 Sharman Avenue, Medina.
Gater, W., 2 Steven Street, Morley Park.
Wilson, L., 313 Rockingham Road, Kwinana.

(Re Cessation of Work 11/2/69 by Certain Workers Employed by Jaxon-Watson on Western Mining Nickel Refinery Construction Site at Kwinana.)

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 63 of 1969.

Between Jaxon-Watson, Applicant, and the Unions and the workers designated in the schedule marked "B" annexed hereto, Respondents.

Order.

THIS matter by leave of the Commission on the ground that it was of an urgent nature having been heard by the Commission in Court Session *ex parte* in Chambers and the Commission in Court Session, having heard Mr. Stanley James Carter on behalf of the applicant and having read the Statutory Declaration of Colin Leonard Adie made on the 13th day of February, 1969, and being of the opinion that a contravention of the Industrial Arbitration Act, 1912-1968 has occurred and is likely to continue, hereby makes the following order to wit—

(1) That the respondent unions and the respondent workers employed by Jaxon-Watson be enjoined from refusing, limiting or banning work during ordinary or overtime hours of duty as provided for in Award No. 31 of 1966 and from committing a cessation or limitation of work as prescribed by the provisions of the Industrial Arbitration Act, 1912-1968.

(2) That forthwith the respondent unions and each of its officers by the enforcement of union rules and by such other means as are available, do and continue to do all things in their power to ensure that the respondent workers whose names appear on the schedule marked "B" annexed hereto, comply with the requirements of paragraph (1) of this Order.

Dated at Perth this 14th day of February, 1969.

By the Commission in Court Session,

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

TAKE notice that non-compliance with this Order will render any person in default liable for punishment for an offence under the Industrial Arbitration Act, 1912-1968. And take further notice that any party or person affected by the Order may move the Commission in Court Session on twenty-four hours' notice to the applicant to vary, suspend or cancel this Order and take further notice that it is hereby directed that a copy of this Order, together with a copy of the application and Statutory Declaration in support thereof be served by the applicant on the above-named respondents.

Annexure "B".

The Western Australian Carpenters' and Joiners', Bricklayers' and Stoneworkers' Industrial Union of Workers, 102 Beaufort Street, Perth, W.A. 6000.

Builders' Labourers' Union of Workers of Perth, Western Australia, Room 49, Trades Hall, Beaufort Street, Perth, W.A. 6000.

Workers.

P. D'Leina, 106 Winfield Street, Hamilton Hill.
M. Quici, 73 Davilak Street, Hamilton Hill.
V. Pietroniro, 54 Frederick Street, Hamilton Hill.
W. Kearney, 996 Rockingham Road, Coogee.
D. Morton, 37a Frederick Street, Safety Bay.
A. Beattie, 37b Frederick Street, Safety Bay.

(Re Cessation of Work 11/2/69 by Certain Workers Employed by Thiess Bros. Pty. Ltd. on Western Mining Nickel Refinery at Kwinana.)

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 64 of 1969.

Between Thiess Bros. Pty. Ltd., applicant and the Unions and the workers designated in the schedule marked "B" annexed hereto, respondents.

Order.

THIS matter by leave of the Commission on the ground that it was of an urgent nature having been heard by the Commission in Court Session ex parte in Chambers and the Commission in Court Session, having heard Mr. Stanley James Carter on behalf of the applicant, and having read the Statutory Declaration of Ernest George Weetman made on the 13th day of February, 1969 and being of

the opinion that a contravention of the Industrial Arbitration Act, 1912-1968 has occurred and is likely to continue, hereby makes the following order to wit:—

(1) That the respondent unions and the respondent workers employed by Thiess Bros. Pty. Ltd., be enjoined from refusing, limiting or banning work during ordinary or overtime hours of duty as provided for in Award No. 31 of 1966 and from committing a cessation or limitation of work as prescribed by the provisions of the Industrial Arbitration Act, 1912-1968.

(2) That forthwith the respondent unions and each of its officers by the enforcement of union rules and by such other means as are available, do and continue to do all things in their power to ensure that the respondent workers whose names appear on the schedule marked "B" annexed hereto, comply with the requirements of paragraph (1) of this Order.

Dated at Perth this 14th day of February, 1969.

By the Commission in Court Session,

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

TAKE notice that non-compliance with this Order will render any person in default liable for punishment for an offence under the Industrial Arbitration Act, 1912-1968. And take further notice that any party or person affected by the Order may move the Commission in Court Session on twenty-four hour's notice to the applicant to vary, suspend or cancel this Order and take further notice that it is hereby directed that a copy of this Order, together with a copy of the application and Statutory Declaration in support thereof be served by the applicant on the abovenamed respondents.

Annexure "B".

Unions:

The Western Australian Carpenters and Joiners, Bricklayers and Stoneworkers Industrial Union of Workers, 102 Beaufort Street, Perth, W.A. 6000.

Builders' Labourers' Union of Workers of Perth, Western Australia, Room 49, Trades Hall, Beaufort Street, Perth, W.A. 6000.

Workers.

Brian Stevens, Caravan Park, Rockingham.
Kenneth Barber, Glendenge Lodge, 1st Avenue, Kwinana.
Sigismondo Berdasco, Unknown.
Ronald Benson, 9 Joyce Street, Hamilton Hill.
Reginald Boyham, 6 Burtenshaw Way, Calista.
Harry Butchart, 46A Conway Drive, Davis Park, Fremantle.
Louis Cortilla, 62A Stirling Highway, North Fremantle.
Alfred Dobels, Flat 2, 166 Parkin Street, Rockingham.
Ronald Duffield, 38 Biscayne Street, Safety Bay.
Henry Dunlop, 68 Medina Avenue, Medina.
Gordon Drury, 76 Parkin Street, Rockingham.
John Goodfield, 100 Calista Avenue, Calista.
Laurie Gray, 35 George Street, Rockingham.
Mat Iriks, 34 Calista Avenue, Calista.
Reginald Mills, 24 Henry Road, York.
Graeme Mills, 24 Henry Road, York.
Kenneth Portman, Apex Camp, Point Peron.
Jacobus Raayen, 19 Jarvis Street, Hilton Park.
Anthony Raffaele, 32 Forest Road, Hamilton Hill.
Ivan Rowe, 334 Robinson Avenue, Cloverdale.
Adilio Requero, Unknown.
Victor Allan Powell, 94 Marine Terrace, Fremantle.
Laurence John Green, 131 Kent Street, Rockingham.
Taru Kalervo Ahola, 334 Robinson Avenue, Cloverdale.
Victor William Hunter, 11 Medina Avenue, Medina.
Philip McCamish, 7 Ogden Way, Medina.
Robert Eric Lee, Lot 25 Maxwell Road, Serpentine.
Kenneth Edward Carr, Penguin Caravan Park, Safety Bay.
William Harold Withnall, 78 Parkin Street, Rockingham.
Ivan Jaksic, c/o 132 Calista Avenue, Calista.
Selfo Eminovski, Unknown.
Ismail Sherifovski, 33 Weld Street, Northam.
Nigel Burton, c/o Mr. Gluestein, 1 Norbury Crescent, City Beach.
Bernard John Davies, 12 Pioneer Road, Kwinana.
Bernard Evans, 10 Dorothy Street, Fremantle.
Jesus Lamiquiz, c/o Britannia Hotel, William Street, Perth.
John Richards, 10 Dorothy Street, Fremantle.
Christiani Bartoleme Rodriguez, c/o Britannia Hotel, William Street, Perth.
Simon Madriago, Unknown.
Samuel Alexander Beaton, Flat 4, 8 Houston Street, Rockingham.
Nasmi, Muratovski, 33 Weld Street, Northam.
Frederick Lewis Turner, 6 Wells Place, Calista.
Andy Wacura, c/o P.O. Toodyay.
Emmanuel Harrison, 18 Crabtree Way, Medina.
Polonio Saez, Unknown.
Mauro, Castelrotto, 164 Parking Street, Rockingham.
Jakov Biletic, 9 Second Avenue, Kwinana.
Felipe Martin, 60 Helen Street, Bellevue.
Julio, Martinez, 4 Wilkins Street, Bellevue.
Justo Perez, Unknown.
Teodoro, Rodriguez, c/o Brittannia Hotel, William Street, Perth.
Patrick John Cullen, 11 Second Avenue, Kwinana.
Walter, James Russell, 9 John Street, Midland.
Henk, Aadrian Brolsma, 3103, Albany Highway, Armadale.
William Humphries, c/o P.O. Kwinana.
John Paddon, c/o Caravan Park, Forrestfield.
William Kretchmar, 55 Etwell Street, East Victoria Park.
John Eric Lewis, 26 Haig Street, Ashfield.
James Gould, 421 Rockingham Road, Spearwood.

(Re Stoppage of work at Midland Junction Abattoirs 19/2/69 by Mutton Chain Workers following dispute concerning re-trimming and re-washing of a number of carcases.)

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION

No. 76 of 1969.

Between The Midland Junction Abattoir Board, Applicant, and West Australian Branch Australasian Meat Industry Employees' Union, Industrial Union of Workers, Perth, Respondent.

Order.

THIS matter by leave of the Commission on the ground that it was of an urgent nature having been heard by the Commission in Court Session

ex parte in Chambers and the Commission in Court Sesion, having heard Leonard Yewers HITCHEN on behalf of the applicant and having read the Statutory Declaration of Raymond John MANNING made on the 20th day of February, 1969, and being of opinion that a contravention of the Industrial Arbitration Act, 1912-1968, has occurred and is continuing hereby makes the following order, to wit—

That forthwith the respondent union and each of its officers by the enforcement of the union rules and by such other means as are available do and continue to do all things in their power to ensure that members of the union employed on the mutton chain at the Midland Junction Abattoir work in accordance with the provisions of Award No. 11 of 1966 as amended.

Dated at Perth this 20th day of February, 1969.

By the Commission in Court Session,

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

TAKE notice that non-compliance with this Order will render any person in default liable for punishment for an offence under the Industrial Arbitration Act, 1912-1968; and take further notice that any party or person affected by this Order may move the Commission in Court session on twenty-four hours' notice to the applicant to vary, suspend or cancel the Order and take further notice that it is hereby directed that a copy of this order together with a copy of the application and the Statutory Declaration—in support thereof be served by the applicant on the abovenamed respondent.

REFERENCES OF INDUSTRIAL DISPUTE—

Preliminary Hearings—

Objection to an Award being Made—

LIME QUARRYING AND MANUFACTURING.

(Objection by A.W.U. to an Award being made and Objection by Swan Portland Cement Co. as to Respondency.)

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 41 of 1968.

Between the West Australian Chemical and Allied Trades Industrial Union of Workers, Applicant, and Fremantle Lime Kilns Pty Ltd, Balcatta Lime and Stone Pty Ltd, Cables Minerals Pty Ltd, and others, Respondents.

Before Mr. Commissioner E. R. Kelly.

The 6th Day of March, 1969.

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

Mr. L. Girdlestone on behalf of the respondents.

Mr. H. Barry on behalf of the Australian Workers' Union, Westralian Branch, Industrial Union of Workers.

Judgment.

THE COMMISSIONER: In this matter objection has been raised by certain employers and by the Australian Workers' Union to the making of an award upon a dispute referred to the Commission by The West Australian Chemical and Allied Trades Industrial Union of Workers. With one exception the employers' objections were resolved at the hearing, the remaining objection being one relating to workers engaged in the production of lime at the works of the Swan Portland Cement Company.

The Australian Workers' Union objected to the making of any award upon the reference relating to the quarrying of limestone.

It has been pointed out on a number of occasions that merely because a union has constitutional coverage of a certain calling, it does not follow that it will necessarily be given award coverage of workers in that calling; and the present case is one in which I am satisfied that even if the applicant has the right to enrol all of the workers it seeks to cover in its reference, convenience, common sense and industrial justice indicate that it should at this time be denied award coverage for some of those workers. Those same considerations indicate that the objections of the Australian Workers' Union should not, to their full extent, be upheld.

On what has been put to me in the present proceedings it seems that both the applicant and the objecting union have, down the years, covered both the quarrying of limestone and the production of lime. Prima facie it may seem surprising that a union which is principally concerned with the production of chemicals should have members engaged in quarrying, but that situation is not so surprising when one realises that in many cases the lime kilns are located in the limestone quarry and the workers alternate between quarrying the stone and attending the kilns. I would therefore dismiss the objection of the Australian Workers' Union to the extent that, if allowed, it would prevent the continuation of that practice. However, where limestone is quarried away from the locus of lime production by workers who are not engaged in the production of lime, those workers should not be covered by the award to be made on this reference and the Scope clause of the award should be drawn so as to make that clear.

With respect to the objections raised by the Swan Portland Cement Company, there is a degree of transfer from lime production to cement production by workers employed by the company. The majority of workers employed by the company are engaged on cement production. The lime production process used by the company differs significantly from the process followed by other employers to whom the award to be made on this reference will apply but is very similar to the cement production process used by the company. It is important that the conditions of employment for those workers engaged on lime production and those engaged on cement production should be the same and this can be achieved with the greatest degree of certainty if the workers are covered by the one award. The number of workers is not large and their affairs can best be attended to by the one union as, indeed, they have been until now. There is insufficient reason for requiring the employer to spend additional time in dealing with another union.

For the foregoing reasons I would uphold the objection of the Swan Portland Cement Company and that company will not be bound by the award to be made on the reference.

Decision accordingly.

COAL INDUSTRY TRIBUNAL—

Awards—Amendment of—

COLLIERIES STAFF.

Award No. 62 of 1955.

MINING ACT, 1904-1968.

Part XIII, Division 1.

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

Application No. 36 of 1968.

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

Award No. 62 of 1955.

Application to increase all classifications in divisions A. B. and C. by $1.35 per week and those in divisions D. and E. by proportionate amounts.

Decision.

THE decision of the Tribunal on the application for an increase of $1.35 per week is that the increase will be granted to take effect as from the first pay period commencing after the 25th October, 1968. It will be an increase in the total wage but based on the increase in the basic wage. This will not apply to attendance allowance.

The Tribunal hereby awards, orders and prescribes that Award No. 62 of 1955 of the Western Australian Coal Industry Tribunal, as amended be further amended in the following manner.

Clause 5, Wages, subclause (b), column 3:—Delete the whole of the total rate per week shown therein and insert in lieu thereof the following:—

Division.	Number	Total Rate Per Week of 36½ Hours.
A	1 (a)	92.88
	(b)	100.46
	2	92.88
	3	92.88
	4	92.88
	5	92.88
	6	83.31
	7	88.58
	8	89.43
	9	89.43
	10	88.16
B	11	66.16
	12	69.11
	13	59.53
		63.19
		66.16
C	14	48.16
		53.32
		57.79
	15	42.24
		44.99
		48.21
D	16	27.23
		32.91
		38.76
		44.27
		52.28
E	17	21.04
		25.37
		29.81
		33.94
		38.07

Dated at Collie this 7th day of February, 1968.

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

Filed in my office this 21st day of February, 1969.

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

COLLERIES STAFF.

(Long Service Leave.)

Award No. 108 of 1955.

MINING ACT, 1904-1968.

Part XIII, Division 1.

Before the Western Australian Coal Industry Tribunal held at Collie.

Application No. 39 of 1966.

Between the Australian Collieries Staff Association W.A. Branch, Collie, Applicants, and Griffin Coal Mining Co. Ltd. and Western Collieries Ltd., Respondents.

Application for Amendment to Long Service Leave Provisions.

Decision.

THIS application is granted.

The Tribunal hereby awards, orders and prescribes that the Colliery Staffs' Long Service Leave Award No. 108 of 1955 of the W.A. Coal Industry Tribunal be amended in the following manner:—

Clause 2: Add the following new subclause:—

(ii) (a) On and after the 17th October, 1966 an employee shall be entitled to long service leave on the basis of thirteen weeks leave for each eight years of continuous service provided that for service between 19th June, 1949 and 17th October, 1966 an employee's entitlement shall be assessed on the basis of thirteen weeks leave for 10 years of continuous service as prescribed in subclauses (i) and (ii) hereof.

Dated at Collie this 14th day of February, 1969.

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

Filed in my office this 24th day of February, 1969.

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

DEPUTIES.

Award No. 19 of 1954.

MINING ACT, 1904-1968.

Part XIII, Division 1.

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

Application No. 1 of 1969.

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

Award No. 19 of 1954.

Application for increase of $1.35 per week.

Decision.

THE decision of the Tribunal on the application for an increase of $1.35 per week is that the increase will be granted to take effect as from the first pay period commencing after the 25th October, 1968. It will be an increase in the total wage but based on the increase in the basic wage. This will not apply to attendance allowance.

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

Clause 9, Rates of Pay, Subclause (b): Delete the amount of $63.42 shown therein and insert the amount of $64.77.

Dated at Collie this 7th day of February, 1969.

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

Filed in my office this 21st day of February, 1969.

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

DEPUTIES.

(Long Service Leave.)

Award No. 107 of 1955.

MINING ACT, 1904-1968.

Part XIII, Division 1.

Before the Western Australian Coal Industry Tribunal held at Collie.

Application No. 40 of 1966.

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

Application for Amendment to Long Service Leave Provisions.

Decision.

THIS application is granted.

The Tribunal hereby awards, orders and prescribes that the Deputies Long Service Leave Award No. 107 of 1955 of the W.A. Coal Industry Tribunal be amended by adding to Clause 2 (iii) a further paragraph—

On or after the 17th October, 1966 the rate of accruement shall be increased to five thirty-seconds of a shift of entitlement for each five consecutive shifts worked.

Dated at Collie this 14th day of February, 1969.

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

Filed in my office this 24th day of February, 1969.

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

ENGINE DRIVERS.

Award No. 51 of 1954.

MINING ACT 1904-1968.

Part XIII, Division 1.

Before the Western Australian Coal Industry Tribunal held at Collie.

Application No. 34 of 1968.

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

Award No. 51 of 1954.

Application for increase of $1.35 per week.

Decision.

THE decision of the Tribunal on the application for an increase of $1.35 per week is that the increase will be granted to take effect as from the first pay period commencing after the 25th October, 1968. It will be an increase in the total wage but based on the increase in the basic wage.

This will not apply to attendance allowance.

The Tribunal hereby awards, orders and prescribes that Award No. 61 of 1954 of the Western Australian Coal Industry Tribunal, as amended, be further amended in the following manner:—

Clause 5, Rates of Wages, subclause (b) column 3: delete the whole of the total rate per week shown therein and insert in lieu thereof the following:—

Number.	Total Rate Per Week of 35 Hours. $
1	57.53
2	65.33
3	44.81
4	45.42
5	59.81
6	56.56
7	56.56
8	67.12
9	45.68
10	56.86
11	47.62
12	58.08
13	61.20
14 (i)	61.20
(ii)	59.39
(iii)	56.86

Dated at Collie this 7th day of February, 1969.

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

Filed in my office this 21st day of February, 1969.

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

ENGINE-DRIVERS.

(Long Service Leave.)

Award No. 106 of 1955.

MINING ACT 1904-1968.

Part XIII, Division 1.

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

Application No. 38 of 1966.

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

Application for Amendment to Long Service Leave Provisions.

Decision.

THIS application is granted.

The Tribunal hereby awards, orders and prescribes that the Engine Drivers Long Service Leave Award No. 106 of 1955 of W.A. Coal Industry Tribunal be amended by adding to clause 2 (iii) a further paragraph—

> On or after the 17th October, 1966 the rate of accruement shall be increased to five thirty seconds of a shift of entitlement for each five consecutive shifts worked.

Dated at Collie this 14th day of February, 1969.

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

Filed in my office this 24th day of February, 1969.

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

ENGINEERING.

Award No. 1 of 1953.

MINING ACT, 1904-1968.

Part XIII, Division 1.

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

Application No. 35 of 1968.

Between Australasian Society of Engineers Industrial Union of Workers, Applicant, and Western Collieries Ltd. and Griffin Coal Mining Co. Ltd., Respondents.

Award No. 1 of 1953.

Application for a variation of the rates contained in Clauses 6 (a) and 23 (d) (1).

Decision.

THE decision of the Tribunal on the application for an increase of $1.35 per week is that the increase will be granted to take effect as from the first pay period commencing after the 25th February 1968. It will be an increase in the total wage but based on the increase in the basic wage. This will not apply to attendance allowance.

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

Clause 6—Wages, subclause (a), column 3:—delete the whole of the total rate per week shown therein and insert in lieu thereof the following:

Number	Total Rate per week of 35 hours
	$
1	63.95
2	63.95
3	63.95
5	56.86

Clause 23—Apprentices, subclause (d) (1) delete the whole of the total rate per week shown therein and insert in lieu thereof the following:—

Five Year Term:	$
First year	16.25
Second year	20.27
Third year	25.43
Fourth year	33.60
Fifth year	41.55
Four Year Term:	
First year	17.09
Second year	25.43
Third year	33.60
Fourth year	41.55
Three Year Term:	
First year	21.78
Second year	33.60
Third year	41.55

Dated at Collie this 7th day of February, 1969.

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

Filed in my office this 21st day of February, 1969.

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

ENGINEERING.

(Long Service Leave.)

Award No. 105 of 1955.

MINING ACT, 1904-1968.

Part XIII, Division 1.

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

Application No's. 37 and 41 of 1966.

Between Amalgamated Engineering Union of Workers and Australian Society of Engineers Industrial Union of Workers, Applicants and Griffin Coal Mining Co. Ltd. and Western Collieries Ltd. Respondents.

Applications for Amendment of Long Service Leave Provisions.

Decision.

THIS application is granted.

The Tribunal hereby awards, orders and prescribes that the Engineers Long Service Leave Award No. 105 of 1955 of the W.A. Coal Industry

Tribunal be amended by adding to Clause 2 (iii) a further paragraph—

On or after the 17th October, 1966, the rate of accruement shall be increased to five thirty seconds of a shift of entitlement for each five consecutive shifts worked.

Dated at Collie this 14th day of February, 1969.

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

Filed in my office this 24th day of February, 1969.

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

MINING.

Award No. 4 of 1953.

MINING ACT, 1904-1968.

Part XIII, Division 1.

Before the Western Australian Coal Industry Tribunal held at Collie.

Application No. 33 of 1968.

Between Coal Miners Industrial Union of Workers, Applicant, and Western Collieries Ltd. and the Griffin Coal Mining Co. Ltd., Respondents.

Award No. 4 of 1953.

Application for increase of $1.35 per week.

Decision.

THE decision of the Tribunal on the application for an increase of $1.35 per week is that the increase will be granted to take effect as from the first pay period commencing after the 25th October, 1968. It will be an increase in the total wage but based on the increase in the basic wage. This will not apply to attendance allowance.

The Tribunal hereby awards, orders and prescribes that Award No. 4 of 1953 of the Western Australian Coal Industry Tribunal, as amended in the following manner:—

Clause 6—Wages, subclause (c) column 3:—delete the whole of the total rate per week shown therein and insert in lieu thereof the following:—

Number.		Total Rate Per Week of 35 Hours. $
1		57.53
2		59.81
3		65.40
4		42.57
5	(i)	45.39
	(ii)	47.63
	(iii)	48.24
	(iv)	52.89
	(v)	55.65
	(vii)	56.86
6	(i)	57.53
	(ii)	57.53
	(iii)	57.53
	(iv)	57.53
	(v)	57.53
	(vi)	57.53
	(vii)	57.53
	(viii)	55.97
	(ix)	53.45
	(x)	53.45
	(xi)	53.45
	(xii)	50.58
	(xiii)	50.15
	(xiv)	48.06
	(xv)	56.06
	(xvi)	45.27
7	(i)	59.81
	(ii)	58.08
	(iii)	61.20
	(iv)	56.86
	(v) (a)	61.20
	(b)	59.39
	(c)	56.86
	(vi)	59.81

	Total Rate Per Week of 42 Hours. $
8	57.53

	Total Rate Per Week of 35 Hours. $
9	64.77
10	47.63
11	57.53
12	50.58

Clause 6—Wages, subclause (e) paragraph 2:—delete the whole of the total rate per week shown therein and insert in lieu thereof the following:—

	When employed on surface (incl. open cut). %	$
Under 16 years of age	60	22.27
16 to 17 years of age	70	25.82
17 to 18 years of age	80	29.36
18 to 19 years of age	95	34.68

	When employed underground. %	$
Under 16 years of age	65	24.04
16 to 17 years of age	75	27.59
17 to 18 years of age	85	31.13
18 to 19 years of age	100	36.45

Dated at Collie this 7th day of February, 1969.

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

Filed in my office this 21st day of February, 1969.

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

MINING.

Award No. 4 of 1953.

MINING ACT, 1904-1968.

Part XIII, Division 1.

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

Application No. 2 of 1969.

Between Coal Miners Industrial Union of Workers of W.A., Collie, Applicant, and Griffin Coal Mining Co. Ltd. and Western Collieries Ltd., Respondent.

Award No. 4 of 1953.

Application to amend clause 9 (f) by deleting the words "sixty cents" appearing in line 6 and last line and inserting "eighty-five cents".

Decision.

THIS application is granted.

The Tribunal hereby awards, orders and prescribes that Award 4 of 1953 of the W.A. Coal Industry Tribunal as amended, be further amended by deleting the words "sixty cents" appearing in line six and the last line of clause 9 subclause (f) and inserting the words "eighty-five cents".

Dated at Collie this 14th day of February, 1969.

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

Filed in my office this 24th day of February, 1969.

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

MINING.

(Long Service Leave.)

Award No. 104 of 1955.

MINING ACT, 1904-1968.

Part XIII, Dvision 1.

Before the Western Australian Coal Industry, held at Collie.

Application No. 35 of 1966.

Between Coal Miners Industrial Union of Workers of W.A., Collie, Applicant, and Griffin Coal Mining Co. Ltd., and Western Collieries Limited, Respondents.

Application for amendment of Long Service Leave provisions.

Decision.

THIS application is granted.

The Tribunal hereby awards, orders and prescribes that the Miners Long Service Leave Award No. 104 of 1955 of the W.A. Coal Industry Tribunal be amended by adding to clause 2 (iii) a further paragraph—

> On or after the 17th October, 1966, the rate of accruement shall be increased to five thirty seconds of a shift of entitlement for each five consecutive shifts worked.

Dated at Collie this 14th day of February, 1969.

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

Filed in my office this 24th day of February, 1969.

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

Application for Amendment of—

MINING.

Award No. 4 of 1953.

MINING ACT, 1904-1968.

PART XIII, DIVISION 1.

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

Application No. 8 of 1968.

Between Coal Miners Industrial Union of Workers, Applicant, and Western Collieries Ltd and Griffin Coal Mining Co. Ltd., Respondents.

Award No. 4 of 1953.

Application for marginal rate of $4.53.09 to be applied to Bobcat Machines Waggoners and Personnel Carriers at Western No. 2 Mine.

Decision.

THIS is an application by the Miners Union for a marginal rate of $4.53.09 to be applied to Bobcat Machines, waggoners and personnel carriers at Western No. 2 Mine.

The application was brought on the basis that the margin applied to Bobcat drivers whilst working with the composite miners, bringing them up to the composite miners rate, should be applied to the whole of the Bobcat drivers whilst engaged in other work.

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

I feel in this case that the application has been brought on a wrong basis, the basis being that the margin be applied to the whole of the work carried out by Bobcat drivers. I do not think that is the proper way to approach the matter of any increase, because that will cause anomalies and not be in the best interests of the industry. I am not saying the Bobcat drivers cannot apply for an increase in their margins—but not on this basis. It would be more on a work value basis compared with employees using equipment.

Therefore I feel this application is not based correctly and it will be dismissed.

Dated at Collie this 7th day of February, 1969.

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

Filed in my office this 21st day of February, 1969.

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

APPRENTICES—

Application to Employ Apprentices in Excess of Quota—

MEAT INDUSTRY.

(State.)

Award No. 26 of 1966.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 7 of 1969.

In the matter of the Industrial Arbitration Act, 1912-1968, and in the matter of an application by Barrie G. Walsh for an order of the Commission permitting the taking or employment of an apprentice, by the applicant, to the trade of butchering notwithstanding that the quota fixed by the Meat Industry (State) Award No. 26 of 1966 as amended be exceeded.

HAVING read the application and the statutory declaration of Barrie G. Walsh annexed thereto and having heard Mr. M. T. Locke on behalf of the applicant and Mr. D. J. Beaton on behalf of the West Australian Branch, Australasian Meat Industry Employees' Union, Industrial Union of Workers, Perth, 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 subregulation (2) of regulation 40 of the Apprenticeship Regulations made under the said Act, do hereby order that the abovementioned application be granted.

Dated at Perth this 5th day of March, 1969.

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

Reduction of Term of Registered Apprenticeship Agreements—

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 35 of 1969.

In the matter of the Apprenticeship Regulations, 1964, and in the matter of an apprenticeship agreement made the 13th day of March, 1967, and registered on the 12th day of September, 1967, between Perth Dental Hospital Board, (employer); Perry Hunt (apprentice); and James Lauham Hunt (parent); in the trade of Dental Technician.

HAVING read and considered the application herein made under regulation 11 of the abovementioned regulations and having considered the recommendation of the Western Australian Apprenticeship Advisory Council in relation thereto and by consent of all parties to the above agreement and the consent of the Unions concerned, I, the undersigned 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 3rd day of February, 1969.

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

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 36 of 1969.

In the matter of the Apprenticeship Regulations, 1964, and in the matter of an apprenticeship agreement made the 5th day of June, 1968, and registered on the 12th day of June, 1968, between Gino Grigoletto (employer); Neil Robert Haynes (apprentice); and Harold Norman Haynes (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 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 3rd day of February, 1969.

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

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