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Sub-part 5 WEDNESDAY, 26th NOVEMBER, 1969 No. 49—Part 2

MATTERS REFERRED TO COMMISSION IN COURT SESSION—

Under Section 71 (r)—

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 476 of 1969.

In the matter of the Industrial Arbitation Act, 1912-1968, and in the matter of an application by The Australian Tramways and Motor Omnibus Employees' Association (Perth Branch), Industrial Union of Workers to amend the Transport Trust (Traffic and Non-Traffic) Award 1964, No. 44 of 1961, as amended.

I, THE UNDERSIGNED, CHIEF INDUSTRIAL COMMISSIONER of The Western Australian Industrial Commission, in pursuance of the powers contained in paragraph (r) of section 71 of the Industrial Arbitration Act, 1912-1968, do hereby refer to the Commission in Court Session for hearing and determination the whole of the abovementioned application.

Dated at Perth this 17th day of October, 1969.

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

By Industrial Magistrate for Opinion on Question of Interpretation of an Award—

Section 99 (5) (a)—

HOSPITAL EMPLOYEES.

(Nursing Aides and Assistants) (Government).

Award No. 40 of 1959.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 497 of 1969.

In the matter of the Industrial Arbitration Act, 1912-1968, and in the matter of a reference to the Commission in Court Session for its opinion by the Industrial Magistrate at Perth of a case in writing arising out of a complaint numbered 181 of 1969, wherein the Hospital Employees' Industrial Union of Workers, W.A., is named as the complainant and the Hospital Board Dumbleyung Hospital is named as the defendant.

WHEREAS arising from the hearing at Perth of the abovementioned complaint the Industrial Magistrate did, in accordance with the provisions of paragraph (a) of subsection (5) of section 99 of the abovementioned Act, state a case in writing for the opinion of the Commission in Court Session on the following question—

> Do the provisions of clause 31 of the award extend to cover a worker who is employed on night duty for more than the required period but who works less than the hours set out in clause 8 (a) over that period?

Now, therefore, the Commission in Court Session, having heard Mr. J. Dunphy of counsel on behalf of the complainant and Mr. G. A. Johnson on behalf of the defendant, and by consent, answers the question in the affirmative and doth hereby remit the case with its opinion thereon to the Industrial Magistrate in order that he shall give effect to that opinion.

Dated at Perth this 10th day of November, 1969.

By the Commission in Court Session,

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

AWARDS—Delivered—

CLEANERS AND CARETAKERS.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 12 of 1969.

Between the West Australian Cleaners, Caretakers, Lift Attendants, Window Cleaners, Attendants and Watchmen's Industrial Union of Workers (Perth), Applicant, and A.M.P. Society, A.N.Z. Bank, General Motors Holden's Pty. Ltd. and others as per Schedules "A" and "B" attached hereto, Respondents.

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

Award.

1.—Title.

This award shall be known as the "Cleaners and Caretakers Award, 1969" and replaces Award No. 17 of 1948 as amended.

2.—Arrangement.

* Denotes disputed clause.

3.—Area and Scope.

This award shall apply to all workers in the callings set out in clause 23 of this award in the industries carried on by the respondents; it shall not apply to a person who carries out the duties of a verger.

4.—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.

5.—Definitions.

(1) (a) "Caretaker" shall mean a male worker required to reside on, or in the vicinity of the employer's premises, and who shall do such work as his employer may direct.

(b) The term "work" shall not include time spent by a caretaker sleeping or resting or otherwise being on the employer's premises other than for the purposes of carrying out his duties in cleaning and/or supervising cleaning and/or maintaining the premises of his employer in a clean condition.

(2) "Watchman" shall mean a worker who is required to watch and/or guard and/or patrol buildings and/or premises.

(3) "Cleaner" shall mean a worker other than a window cleaner substantially employed in performing cleaning work including glass partitions: Provided that in factories the term shall relate only to workers who clean the offices and showrooms of such factories in addition to other cleaning work they may be called upon to perform.

(4) "Attendant" shall mean a worker who has the care of an arcade and/or entrance hall of a public building or similar place and shall include workers carrying out the duties of directing and/or escorting clients, customers or other persons in such places. The term shall include workers performing cleaning work in connection with ladies and/or staff retiring rooms and/or rest rooms and/or staff lunch rooms and making of tea and washing up any utensils when necessary.

(5) "Lift Attendant" shall mean a worker employed in any mechanical contrivance running in a vertical shaft or well, within or attached to any building worked by any power other than hand, which comprises a cage or platform and is used for the purpose of raising or lowering persons or goods. Provided that this shall not apply to any cage enclosure or platform erected on any mine used solely for mining purposes.

(6) "Casual Worker" shall mean a worker who is engaged and paid as such.

(7) "Part-time worker" shall mean a worker regularly employed for, and who works, a lesser number of hours per week than forty.

(8) "Window Cleaner" shall mean a male worker employed exclusively on window cleaning.

(9) "Continuous Shift Worker" shall mean a worker whose shifts rotate under a roster that requires work to be performed over twenty-four hours per day and seven days per week.

(10) "Female Lavatory Attendant" shall mean a worker employed in or in connection with ladies retiring rooms which are open to the public.

6.—Hours.

(1) Caretakers—Forty hours shall constitute a week's work.

(2) Watchman, Watchman/cleaner, Watchman (mobile): Forty hours shall constitute a week's work. This provision shall be deemed to have been complied with if the ordinary working hours do not exceed eighty hours per fortnight.

(3) Cleaners:

(a) Forty hours shall constitute a week's work. Such work shall be performed between the hours of 6 a.m. and 7 p.m. on any five days in the week excluding Sundays, and between 6 a.m. and 12 o'clock noon on the day upon which the weekly half holiday is observed. Provided that in the case of any cleaner working a five-day week work may be performed between the hours of 6 a.m. and 7.30 p.m. on Fridays.

(b) Not more than eight hours' work shall be performed on any of the five days referred to in this subclause, and not more than four hours work shall be performed on the day upon which the weekly half-holiday occurs.

(c) The starting and finishing times prescribed in this clause may be altered by agreement in writing between the employer and the union or failing such agreement, by the Board of Reference.

(4) Attendants:

(a) Forty hours shall constitute a week's work to be worked between the hours of 7.30 a.m. and 6.00 p.m. on five days in the week excluding Sundays and between 7.30 a.m. and 1 p.m. on the day upon which the weekly half holiday is observed.
The starting and finishing times herein prescribed may be varied by agreement in writing between the employer and the union, or failing agreement, by the Board of Reference.

(b) Not more than eight hours' work shall be performed on any of the five days referred to in this subclause nor more than four hours on the day upon which the weekly half holiday is observed.

(5) Lift attendants: Forty hours shall constitute a week's work to be worked between the hours of 7.20 a.m. and 6 p.m. on five days of the week excluding Sundays and between 7.20 a.m. and 1 p.m. on the day upon which the weekly half holiday is observed.

(6) (a) "Female lavatory attendant": Forty hours shall constitute a week's work. This condition shall be deemed to have been complied with if the ordinary working hours do not exceed eighty per fortnight.

(b) No female lavatory attendant shall work more than six days in any one week.

(c) Where more than one female lavatory attendant is employed they shall be rostered for duty so as to enable each such worker to have one Sunday off in turn.

(d) Each rostered shift shall be worked in one continuous period.

(7) A meal break of not less than thirty minutes and not more than one hour shall be given and taken between 12 noon and 2.15 p.m. provided that this clause shall not apply to watchmen or watchmen/cleaners whose crib time shall be taken in the employer's time. Provided further that by agreement in writing between the employer and the union, the foregoing times may be varied.

(8) In the week commencing on Monday immediately preceding Easter day the week's work in ordinary hours shall, in respect to any employer bound by the Shop Assistants Award for the area in which his business is carried out, be thirty-two hours on the basis of eight hours each, Monday to Thursday inclusive without thereby making the employer liable for payment of overtime by reason of the fact that in a pay week of which any part of such period forms a part, the ordinary hours exceed forty.

(9) All work performed during the ordinary hours on Saturdays shall be paid for at the rate of time and a quarter and on Sundays and Public Holidays at the rate of time and a half.

7.—Public Holidays.

(1) (a) The following days or the days observed in lieu shall, subject as hereinafter provided, be allowed as holidays, without deduction of pay namely—New Year's Day, Australia Day, 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 this subclause.

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

(2) Subject to the provisions of Subclause 3 of this clause all work performed on any of the foregoing days shall be paid for at the rate of double time.

(3) All workers employed by respondents contained in Schedule "B" hereof shall, if performing work on Anzac Day, Good Friday or Christmas Day, be allowed equivalent time off in the week immediately succeeding the day upon which such work was performed. Failing the granting of such equivalent time off, the employer shall pay the worker for any work performed on the days referred to in this subclause at the rate of double time.

(4) This clause shall not apply to Female Lavatory Attendants employed by Local Governing Bodies, Watchmen other than those employed on continuous shift work and casual workers.

8.—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. Provided that the period of leave shall in the case of female lavatory attendants employed by Local Governing Bodies, and watchmen (other that those employed on continuous shift work) be four and four-sevenths weeks in lieu of the three weeks prescribed herein.

(2) A continuous shift worker shall be allowed one week's leave in addition to the leave to which he is otherwise entitled under this clause.

(3) 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: Provided that this subclause shall not apply to female lavatory attendants employed by Local Governing Bodies and watchmen.

(4) After one month's 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, one quarter of a week's pay at his ordinary rate of wage: Provided that in the case of female lavatory attendants employed by Local Governing Bodies, and watchmen, such payments shall be eight-twentyfirsts of a week's pay in lieu of the one quarter of a week's pay prescribed herein.

(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 public holidays and/or annual leave as prescribed by this award shall not count for the purpose of determining his right to annual leave.

(6) 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 (3) of this clause,

to such leave on full pay as is proportionate to his length of service during that period with such empoyer, 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.

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

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

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

(9) 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.

(10) The provisions of this clause shall apply to part-time workers on a pro rata basis in the same proportion as the average number of hours worked each week in the qualifying period bears to forty.

(11) Where a worker with twelve months' continuous service is engaged for part of a qualifying twelve monthly period as a continuous shift worker, he shall be entitled to have the period of annual leave to which he is otherwise entitled under this clause increased by one-twelfth of a week for each completed month he is continuously so engaged.

9.—Higher Duties.

(1) Any worker called upon to perform work carrying a higher minimum than his or her regular rate of pay for two hours in any day shall be paid such higher minimum for the whole of that day provided that acting time less than two hours in any one shift shall not be counted.

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

10.—Contract of Service.

(1) The contract of service shall (except in the case of casual workers) be by the week terminable by one week's notice on either side or the payment by the employer or forfeiture by the worker (as the case may be) of one week's wages.

(2) The employment of a casual worker may be terminated by one hour's notice on either side or the payment by the employer or forfeiture by the werker (as the case may be) of one hour's pay.

(3) Nothing in this clause shall prevent an employer from dismissing a worker at any time for misconduct.

11.—Breakdowns, etc.

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

12.—Absence through Sickness.

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

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

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

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

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

(6) The provisions of this clause shall apply to part-time workers on a *pro rata* basis in the same proportion as the average number of hours worked each week in the qualifying period bears to forty.

13.—Overtime.

(1) All time worked in excess of the daily hours prescribed pursuant to clause 6 hereof shall be paid for at the rate of time and one half for the first four hours and double time thereafter.

(2) Notwithstanding the foregoing all overtime worked on Sundays shall be paid for at the rate of double time: Provided that all workers employed by respondents contained in Schedule "B" hereof shall, if performing work on Sundays, be allowed equivalent time off in the week immediately succeeding the day upon which such work was performed. Failing the granting of such equivalent time off, the employer shall pay the worker for any work performed on the days referred to in this subclause at the rate of double time.

(3) Where a worker, without being notified on the previous day or earlier, has to continue working after the usual knock-off time for more than two hours, he shall be provided with any meal required or shall be paid sixty-five cents in lieu thereof 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: Provided that this subclause shall not

apply to a worker residing in the same locality as his place of employment who can reasonably return home for a meal.

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

(5) Double time (i.e., twice the ordinary rates as prescribed in clause 23) shall be the maximum rate payable for overtime under any of the provisions of this award.

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

(b) No union or association party to this ward, or worker or workers covered by this award, shall in any way whether directly or indiectly, 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) Any excess hours worked by a worker that are occasioned by late relief or as a result of arrangement between the workers themselves shall not be recognised as overtime.

(8) (a) When overtime work is necessary it shall be so arranged that workers have at least eight consecutive hours off duty between the work of successive days.

(b) A worker, other than a casual worker, who works so much overtime between the termination of his ordinary work on one day and the commencement of his ordinary work on the next day that he has not at least eight consecutive hours off duty between those times shall, subject to this subclause, 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.

(c) If, on the instructions of his employer, such a worker resumes or continues work without having had such eight consecutive hours off duty, he shall be paid at double rates until he is released from duty for such period and he shall then be entitled to be absent until he has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

14.—Shift Work.

A worker employed on any shift where the ordinary hours of duty extend beyond 8 p.m. shall be paid an extra five per cent. for each shift so worked, and on any shift where ordinary hours of duty extend beyond midnight shall be paid ten per cent. in addition to the ordinary rate; Provided that the provisions of this clause shall not apply in cases where payment is made under the provisions of clause 6, subclause of this award.

15.—Time and Wages Record.

(1) Each employer shall keep a time and wages record 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 a machine shall be deemed to comply with this provision to the extent of the information recorded.

(2) The time and wages record shall be open for inspection by a duly accredited official of the union during the usual office hours, at the employer's office or other convenient place, and he shall be allowed to take extracts therefrom. The employer's works shall be deemed to be a convenient place, for the purpose of this subclause and if for any reason the record be not available at the works when the official calls to inspect it, it shall be made available for inspection within twelve hours either at the employer's office or at the works.

16.—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.

17.—No Reduction.

Nothing contained in this award shall entitle an employer 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.

18.—Posting of Awards and Notices.

(1) A copy of this award, if supplied, by the union, shall be placed by the employer in a suitable place agreed upon by both the employer and the union.

(2) The accredited union representative may, if agreed by the employer, post a notice of the union in a suitable place agreed upon between the employer and the union.

(3) Failing agreement, the Board of Reference shall decide if and/or where the said copy of the award or the said notice shall be posted.

19.—Travelling Time.

Where a worker is required, during his usual working hours, by his employer, to work outside his usual place of employment the employer shall pay the worker any reasonable travelling expenses incurred.

20.—Preference to Unionists.

(1) In this clause—

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

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

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

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

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

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

(c) thereafter remain a unionist while so employed.

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

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

(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 applied for employment, with that employer and who is adequately experienced and otherwise competent in the work performed by that non-unionist, and is of the sex to which that work is allotted by this award, or where the award makes no such provision, by custom.

(b) Where paragraph (a) of this subclause operates so as to require the dismissal of a non-unionist by his employer the provisions of subclause (1) of clause 10 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 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.

21.—Special Rates and Conditions.

(1) Dressing Accommodation: Suitable provisions shall, where practicable, be made by the employer on the premises for workers to change their clothing. Should any dispute arise as to the suitability of the acommodation so provided, the matter shall be determined by the Board of Reference.

(2) Accommodation for Meals: Workers shall be permitted to eat their meals in a convenient and clean place protected from the weather, and each worker shall leave such place in a thoroughly clean condition after use.

(3) Boiling Water: Where practicable, facilities for boiling water shall be provided by the employer.

(4) Outside Cleaning:

(a) No female worker shall be permitted to do outside cleaning of windows except from the ground, or balcony or verandah.

(b) No worker shall be required to clean the outside of windows in a dangerous situation after daylight.

(5) Overalls and Uniforms: Clean overalls and/or uniforms shall be supplied by the employer free of charge where the employer requires such to be worn.

(6) Protective Clothing:

(a) Where a worker is required by the employer to work in the rain, suitable protective clothing shall be provided free of charge by the employer.

(b) Where a worker during the course of his duty may become unreasonably wet, he shall be supplied free of cost with protective foot-wear. In the event of a dispute arising the matter shall be referred to the Board of Reference for determination.

(c) The items referred to in this subclause shall remain the property of the employer.

(7) Appliances and Materials: All appliances and materials, including towels and dusters, required in connection with the performance of the worker's duties, shall be supplied to such worker by the employer without charge.

(8) Washing: Where a worker is called upon to wash articles, the following payments shall be made:—

(a) Washing towels 4c each.

(b) Washing dusters 2c each.

(9) Rubber Gloves: Where necessary, workers who are required to clean lavatories and use injurious acids and/or other injurious substances, shall be supplied with rubber gloves which shall remain the property of the employer.

(10) Height Money: Where it is necessary to go wholly outside a building to clean windows, a worker shall, if such cleaning be twenty-five feet or over from the nearest horizontal plane, be paid an allowance of twenty-five cents per day. A swinging scaffold less than 2 ft 6 in. wide shall not be deemed a horizontal plane.

(11) Leading Hands: Any worker placed in charge of other workers shall be paid the following:—

	Weekly $
(i) If placed in charge of not less than three and not more than ten other workers	2.70
(ii) If placed in charge of more than ten and not more than twenty other workers	4.85
(iii) If placed in charge of more than twenty other workers	7.15

(12) Broken Shift: Where a worker is required to carry out the ordinary hours of duty per day in more than one shift and where the break is not less than four hours, an allowance of forty cents per day shall be paid. This subclause shall not apply to caretakers.

(13) Working from Ladders: A male cleaner shall not be required to work from the top of a ladder more than ten feet long which rests on the ground or floor level, and a female cleaner shall not be required to work from the top of a ladder or similar object rising to a height more than three feet from the ground or floor level.

(14) A watchman and/or night worker shall only be permitted to leave his employer's premises in the case of the serious illness of himself, wife or children, provided that this clause shall only apply after he has made contact with his employer or one of his employer's executives, who shall authorise such absence.

(15) Lift Attendants: Suitable seating accommodation for the attendant shall be provided in lifts if requested.

(16) Workers employed for the major portion of any day in cleaning lavatories shall be paid seventy cents extra per day. This provision shall not apply to female lavatory attendants.

(17) Watchmen:

(a) Where a watchman is required to patrol in the open air, waterproof coats and boots shall be provided by the employer free of cost. These items shall remain the property of the employer and shall be returned by the worker at the termination of his employment.

(b) The employer shall supply and maintain torches, etc., free of cost to the worker.

(18) (a) Where a worker is required and authorised to use his own motor vehicle in the course of his duties he shall be paid an allowance not less than that provided for in the table set out hereunder. Notwithstanding anything contained in this subclause the employer and the worker may make any other arrangements as to a vehicle allowance.

(b) Where a worker in the course of a journey travels through two or more of the separate areas, payment at the rates prescribed herein shall be made at the appropriate rate applicable to each of the separate areas traversed.

(c) A year for the purpose of this clause shall commence on the 1st day of July and end on the 30th day of June next following.

Rates of hire for use of worker's own vehicle on official business.

(i) Motor vehicles other than motor cycles.

Area	Mileage travelled each year on Official Business					
	1–5,000 miles		5,000-10,000 miles		Over 10,000 miles	
	Over 12 h.p.	12 h.p. and under	Over 12 h.p.	12 h.p. and under	Over 12 h.p.	12 h.p. and under
	Cents per Mile	Cents per Mile	Cents per Mile	Cents per Mile	Cents per Mile	Cents per Mile
Metropolitan	8.17	6.75	5.67	4.75	4.67	4.00
South-West Land Division	9.67	7.92	7.17	5.92	6.17	5.17
Other	10.42	8.50	7.92	6.50	6.92	5.75

(ii) Motor cycles:

1-5,000 Miles—Cents per mile 3.00.
Over 5,000 Miles—Cents per mile 2.00.

For the purpose of this schedule the letters "H.P." mean horse power calculated according to the formula of the Royal Automobile Club of W.A. (Incorporated).

22.—District Allowance.

(1) In addition to the wages prescribed in clause 23. Wages 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 or Southern Cross ..	Nil
(b) The area within the following districts except that area situated within a radius of ten miles of Kalgoorlie, Boulder or 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	0.70
Wurarga and eastward and northward thereof to Meekatharra	0.70
Hopetoun-Ravensthorpe	0.70
Three miles eastward of Meekatharra to Wiluna	1.05
(c) The area within the following districts:—	
(i) The area within a line commencing on the coast at lat. 24°; thence due east to the South Australian border; thence due south to the coast; thence along the coast to long. 123°; thence due north to the intersection of lat. 26°; thence west along lat. 26° to the coast	3.00
(ii) That area of the State situated between lat. 24° and a line running due east from Carnot Bay to the South Australian boarder	6.00
(iii) That area of the State north of a line running due east from Carnot Bay to the South Australian 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 allowances.

(3) Workers who are supplied with free board and lodging shall be paid half the rates prescribed in subclause (1) here of.

23.—Wages.

The minimum rates of wages payable to workers under this award shall be:—

	$
(1) Basic Wage (rate per week):	
Adule males	35.45
Adult females	27.08
(2) Adult Workers (margin per week):	
Males:	
Cleaner	6.50
Caretaker	11.50
Watchman	5.60
Watchman (Mobile)	6.50
Watchman/cleaner	6.00
Window cleaner	7.50
Lift attendant	5.25
Attendant	4.40
Females:	
Cleaner	6.00
Attendant	3.90
Lavatory Attendant	5.50
Lift attendant	4.75

	%
(3) Junior Workers (per cent. of Male or Female basic wage per week):	
Males—	
14 to 15 years of age	35
15 to 16 years of age	45
16 to 17 years of age	55
17 to 18 years of age	65
18 to 19 years of age	75
19 to 20 years of age	85
20 to 21 years of age	95
Females—	
14 to 15 years of age	—
15 to 16 years of age	45
16 to 17 years of age	55
17 to 18 years of age	65
18 to 19 years of age	75
19 to 20 years of age	85
20 to 21 years of age	95

(4) A casual worker shall be paid fifteen per cent. of the ordinary rate as prescribed in this clause in addition to the rate for the calling in which he is employed with a minimum engagement of two hours.

24.—Long Service Leave.

The Long Service Leave provisions set out in Volume 44 of the *Western Australian Industrial Gazette* at pages 606-612, both inclusive, are hereby incorporated in and form part of this award.

25.—Payment of Wages.

All workers shall be paid weekly or fortnightly at the option of the employer. The preceding provisions may be altered by agreement between the employer, the union and the worker or workers concerned. In the event of a dispute arising, the matter may be referred to the Board of Reference for determination.

In witness whereof this award has been signed by the said Commissioner this 7th day of November, 1969.

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

Schedule "A".

Respondents.

Aerated Water Manufacturing and/or Dealing:
Coca-Cola Bottlers (Perth) Pty. Ltd.—643 Newcastle Street, Perth.

Accountants:
C. P. Bird & Associates—18 St. George's Terrace, Perth.

Agents—Estate:
Montgomery Anderson & Conway—55 William Street, Perth.

Agents—Property:
Floreat Centre Pty. Ltd.—23A Floreat Forum Shopping Centre, Floreat Park.
London County Properties of (Aust.) Ltd.—220 St. George's Terrace, Perth.
Perth Arcade Co. Ltd.—55 St. George's Terrace, Perth.
West Australian Trustee Executor and Agency Co. Ltd.—135 St. George's Terrace, Perth.

Agents—Indent and/or Manufacturers:
Brown & Dureau Ltd.—170 Wellington Street, Perth.
Goode Durrant & Murray (Aust.) Ltd.—39 William Street, Perth.

Architects:
Hobbs Winning Leighton & Partners—37 Ord Street, West Perth.

Asbestos Manufacturing and/or Dealing:
James Hardie & Co. Pty Ltd.—Welshpool Road, Welshpool.

Baking:
Tip Top Bakeries (Perth) Pty. Ltd.—400 Hay Street, Subiaco.

Bed and/or Bedding and/or Bedstead Manufacturing and/or Dealing:
J. Gadsden Pty. Ltd.—Ladner Street, O'Connor.

Biscuit and Cake Manufacturing and/or Dealing:
Mills and Ware Biscuits Pty. Ltd.—South Terrace, South Fremantle.

Boot and Shoe Dealing:
Ezywalkin Pty. Ltd.—618 Hay Street, Perth.

Brass Founders and Engineers:
Geo. Hill & Co.—496 Guildford Road, Bayswater.

Brushware Manufacturing:
Swan Brushware Ltd.—36 Duke Street, East Fremantle.

Building and Contracting:
A. T. Brine & Sons Pty. Ltd.—22 St. George's Terrace, Perth.

Business College:
Hartills Commercial College—847 Hay Street, Perth.

Car Parks:
Canterbury Court Pty. Ltd.—29 James Street, Perth.

Cement Manufacturing:
Swan Portland Cement Ltd.—Burswood Road, Rivervale.

Cigarette and Tobacco Merchants:
W. D. & H. O. Wills (Aust.) Ltd.—466 Scarborough Beach Road, Osborne Park.

Clothing Manufacturing and/or Dealing:
Nevarda Shirt Co. Pty. Ltd.—101 Goderich Street, East Perth.
Walsh's Pty. Ltd.—709 Hay Street, Perth.

Clubs:
Anzac Club—30A St. George's Terrace, Perth.

Confectionery Manufacturing and/or Dealing:
The Nestles Co. (Aust.) Ltd.—236 Railway Parade, West Leederville.

Dairy Products and Manufacturing:
Brownes Dairy Pty. Ltd.—299 Charles Street, North Perth.

Dance Halls and/or Studios:
Embassy Cabaret—2 William Street, Perth.
Wrightson Dance Studios—842A Hay Street, Perth.

Dental Practitioners:
Continental Dental Co.—764 Hay Street, Perth.

Distillers:
Plaimar Ltd.—169 Havelock Street, West Perth.

Drug and Chemical Manufacturing and/or Dealing:
F. H. Faulding & Co. Ltd.—307 Murray Street, Perth.

Electrical Contractors, Manufacturers and/or Distributors:
O'Donnell F. T. S. Griffin (W.A.) Pty. Ltd.—37 Hargreaves Street, Belmont.
GEC-AEI (Aust.) Pty. Ltd.—164 Hay Street, Subiaco.
Musgroves Ltd.—223 Murray Street, Perth.

Engineers:
F. & R. Tough—Faulkner Avenue, Belmont.
Vickers Hoskins Pty. Ltd.—Railway Parade, Ashfield.

Fertilizer Manufacturing and/or Dealing:
Cresco Fertilizers (W.A.) Pty. Ltd.—2 Railway Parade, Bayswater.

Fibrous Plaster Goods, Manufacturing and/or Dealing:
H. B. Brady & Co. Pty. Ltd.—Railway Parade, Bayswater.

Film Distributors:
Columbia Pictures Pty. Ltd.—284 Stirling Street, Perth.

Food Manufacturing and/or Dealing:
Diamond Foods Ltd.—Donovan Street, Osborne Park.
Peters Foods (W.A.) Pty. Ltd.—92 Roe Street, Perth.

Funeral Directors:
Donald J. Chipper and Son Pty. Ltd.—385 Rokeby Road, Subiaco.

Fruit Trading:
Paterson & Co. Ltd.—11 Cliff Street, Fremantle.

Furniture Manufacturing and/or Dealing:
W. Zimpel Ltd.—797 Hay Street, Perth.
Joyce Bros. (W.A.) Pty. Ltd.—Forsyth Street, O'Connor.

Gas and Coke Manufacturing:
Fremantle Gas and Coke Ltd.—8 Cantonment Street, Fremantle.

Glass Manufacturing and/or Dealing:
Australian Glass Manufacturers Co.—99 Kensington Street, East Perth.

Grain Agents and/or Handling:
Co-operative Bulk Handling Ltd.—22 Delhi Street, West Perth.

Hairdressing:
Aileen Beauty Salon—600 Hay Street ,Perth.

Hardware Dealing:
Harris, Scarfe & Sandovers Ltd. (Sandovers)—44 Belmont Avenue, Belmont.

Ice Cream Manufacturing and/or Dealing:
Peters Ice Cream (W.A.) Ltd.—92 Roe Street, Perth.

Industrial Products, Manufacturing and/or Dealing:
William Adams & Company Limited—362 South Street, O'Connor.

Launderers:
Monarch Laundry Pty. Ltd.—631 Newcastle Street, Leederville.

Leather and/or Leather Goods, Manufacturing and/or Dealing:
Rosenstamm Pty. Ltd.—90 Burswood Road, Victoria Park.

Local Government:
Cottesloe Town Council—109 Broome Street, Cottesloe.
Perth City Council—Council House, 27 St. George's Terrace, Perth.
Shire of Perth—Cedric Street, Osborne Park.

Machinery Manufacturing and/or Dealing:
Chamberlain Industries Pty. Ltd.—Welshpool Road, Welshpool.
Malloch Bros. (W.A.) Pty Ltd.—4 Cambridge Street, Leederville.

Match Making and/or Dealing:
W.A. Match Co. Ltd.—Havelock Street, West Perth.

Motor Accessories and/or Parts, Dealing and/or Selling:
Atkins (W.A.) Ltd.—894 Hay Street, Perth.

Motor Vehicle Assembling and/or Dealing and/or Agents:
Lynas Motors Pty. Ltd.—960 Hay Street, Perth.

Newspaper Publishing:
West Australian Newspapers Ltd.—St. George's Terrace, Perth.

Opticians and/or Optical Supplies and Repairs:
Laubman & Pank (W.A.) Pty. Ltd.—77 Barrack Street, Perth.

Paint Supplies:
Clarksons (W.A.) Pty. Ltd.—883 Wellington Street, Perth.

Panel Beating and Coach Building:
Boltons Pty. Ltd.—Sutherland Street, West Perth.

Petroleum Manufacturing and/or Dealing:
Mobil Oil Aust. Ltd.—115 St. George's Terrace, Perth.
The Shell Company of Australia Limited—205 St. George's Terrace, Perth.

Photographic Supplies and/or Dealing:
Boans Ltd.—Murray Street, Perth.
Dease Studios—81 Barrack Street, Perth.

Pipe Manufacturing and/or Dealing:
Humes Ltd.—Salvado Road, Wembley.
Stewarts and Lloyds (Aust.) Pty. Ltd.—140 Stirling Highway, North Fremantle.

Plumbers:
S. W. Hart & Co. Pty. Ltd.—105 Fitzgerald Street, Perth.

Printing Supplies and Furnishers:
Sands and MacDougall Pty. Ltd.—669 Hay Street, Perth.

Refrigerators, Dealing and/or Selling:
A. J. Baker & Sons—209 Stirling Highway, Claremont.

Radio and/or Broadcasting Equipment, Dealing and/or Selling:
Philips Electrical Pty. Ltd.—672 Murray Street, Perth.

Radio Broadcasting:
Six KY—17 James Street, Perth.

Rubber Goods, Manufacturing and/or Dealing:
Firestone Aust. Pty. Ltd.—89 Great Eastern Highway, South Guildford.

Retail and/or Wholesale Stores:
Aherns Pty. Ltd.—622 Hay Street, Perth.
Atkins (W.A.) Ltd.—894 Hay Street, Perth.
Bairds Ltd.—246 Murray Street, Perth.
Boans Ltd.—Murray Street, Perth.
G. J. Coles & Co. Ltd.—712 Hay Street, Perth.
Freecorns Pty. Ltd.—30 Adelaide Street, Fremantle.
Union Stores (W.A.) Ltd.—86 Scarborough Beach Road, Mt. Hawthorn.

Sewing Machine Manufacturing and/or Dealing:
Singer (Aust.) Pty. Ltd.—809 Hay Street, Perth.

Sheet Metal Goods, Tinware, Manufacturing and/or Dealing:
Bouchers Industries Ltd.—Scarborough Beach Road, Osborne Park.
J. Gadsden Pty. Ltd.—Ladner Street, O'Connor.

Shipping Agents:
Dalgety and New Zealand Loan Ltd.—15 William Street, Perth.
P. & O. Lines of (Aust.) Pty. Ltd.—156 William Street, Perth.
George Wills & Co. Ltd.—133 St. George's Terrace, Perth.

Smallgoods Manufacturing and/or Dealing:
W. O. Johnston Pty. Ltd.—382 Beaufort Street, Perth.

Societies and/or Organisations:
Freemasons—78 Terrace Road, Perth.
Independent Order of Oddfellows—224 St. George's Terrace, Perth.

Stationery Manufacturing and/or Dealing:
Gordon and Gotch (A/asia) Ltd.—134 Parry Street, Perth.
Sands and MacDougall Pty. Ltd.—669 Hay Street, Perth.

Stove Making and/or Dealing:
Metters Ltd.—Salvado Road, Wembley.

Timber Merchants and/or Dealing:
Australian Lumber Co. Pty. Ltd.—North Lake Road, Melville.
Bunning Bros. Pty. Ltd.—49 Charles Street, Perth.
Millars Timber and Trading Co. Ltd.—115 St. George's Terrace, Perth.

Telephone Cleaning Service:
Telephone Cleansing Service (W.A.)—40 Parliament Place, West Perth.

Watching Services:
Australian Watching Co. (W.A.) Pty. Ltd.—111 Mill Point Road, South Perth.

Watchmaking and/or Jewellery Manufacturing and/or Dealing, Repairing:
Robert Levinson—713 Hay Street, Perth.

Wine and Spirits Manufacturing and/or Dealing:
Penfolds Wines Pty. Ltd.—109 James Street, Perth.

Wool and Produce and/or Live Stock Brokers:
Elder Smith Goldsbrough Mort Ltd.—113 St. George's Terrace, Perth.
Wesfarmers Pty. Ltd.—Wellington Street, Perth.

Schedule "B".

Anglican Church, The—1 Mount Street, Perth.
Presbyterian Church, The—14 Pier Street, Perth.
Roman Catholic Administration—Victoria Avenue, Perth.
Trinity Congregational Church, The—St. George's Terrace, Perth.
Wesley Church, The—Queens Chambers, 97 William Street, Perth.

MEAT INDUSTRY.

(Wyndham Meatworks.)

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 17 of 1969.

Between West Australian Branch, Australasian Meat Industry Employees Union, Industrial Union of Workers, Perth, Applicant, and Wyndham Meats (1967) Pty. Ltd., Respondent.

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

The 10th day of October, 1969.

Mr. M. E. Burns on behalf of the applicant.

Mr. S. J. Carter on behalf of the respondent.

Judgment.

THE COMMISSIONER: This is a reference of industrial dispute in which the W.A. Branch, Australasian Meat Industry Employees Union, Industrial Union of Workers seeks an award to cover the work performed by its members at the Wyndham Meatworks.

The respondent, Wyndham Meats (1967) Pty. Ltd. took over the meatworks from a government body in 1967 and since that time has provided for conditions of employment and work to be contained in unregistered documents of agreements entered into by both the Union and the employer.

It was not suggested at any time that the arrangement carried out between the parties has not been fair to all concerned but it is apparent that the time has arrived when it is necessary that an award be prescribed whereby all matters of conditions, rates and the like can be clearly defined.

In this case the Commission journeyed to Wyndham and there had the benefit of making detailed inspections of the work sites wherever disputation existed. Evidence to support the claims of the Union was adduced from witnesses, workers at the sites where the inspections were carried out.

To assist the Commission to reach a full understanding of the circumstances existing at the Wyndham works, an inspection of similar works at Broome was carried out and comparisons or contrasts of conditions were able to be observed.

In reaching the conclusion which I have reached I have taken into account the evidence of witnesses called, the submissions made on behalf of the parties and clarification of the evidence and submissions which arose out of the on site inspections.

Because of the peculiar circumstances under which the industry is carried on in the Northern areas of Western Australia and, in some instances, because of circumstances related only to Wyndham and Broome, I believe that it is appropriate to take into account the provisions of the award currently affecting the Broome meatworks and to provide an award of a somewhat like nature. In some instances it is appropriate to adopt the principles enunciated in Federal awards but the rates therein applied need to be reviewed to suit local conditions.

Many items of the claims and answers to the claims were agreed to between the parties and appear in the minutes of the award which accompany this judgment and will not otherwise receive mention.

The arrangement clause in the award will, of necessity, vary from that proposed in the schedule filed. It is to be noted that the award will have a term of one year and that it is to take effect as from 1st January, 1970.

In this writing I will deal with items which were disputed by the parties and in the order in which they appear on the schedule filed.

General Conditions.

The claim seeks payment at the higher rate for duties performed in a higher classification and payment to be for a full day irrespective of the time worked. I believe the claim to be unreasonable and have written that part of the clause to grant the higher rate of pay for a full day if the worker has worked in the higher classification for more than two hours but when the work is for a period of less than two hours then he should be paid the higher rate for a period of two hours.

The claim sought the provision of board at the rate equivalent to 27% of the basic wage—the answer sought the rate equivalent to 35% of the basic wage. I have noted that the Broome award provides for the rate at 27% and, upon consideration of the previous practice and in view of the standard of accommodation and board now afforded to workers, I have decided that the existing practice should continue and I have written the minutes of the award accordingly.

The union seeks to include in this clause a subclause to require the employer to provide a watchman to be responsible for the security of the quarters provided. I am not satisfied that this claim is justified and it will not be allowed. The employer's representative during conference did recognise the need for some form of "off season" security for workers' property and explained that Management was willing to store and secure property for workers during the "off season" period. Such action I consider to be reasonable and do not feel any award prescription is warranted.

Overtime.

In this part of the award I have concluded that the provisions of the Meat Processing Award 1968 (Federal) are, in general, appropriate and the minutes issued reflect that award's conditions adapted in some subclauses to suit the circumstances at Wyndham. It is to be noted that special provisions for a minimum time of four hours to be paid for time worked on Saturdays, Sundays or holidays is included in the minutes of the award and that there is also an inclusion of a special circumstance where a worker is called outside of ordinary hours to deal with dead or crippled stock.

The question of payment for over tally work was argued at length at the hearing. It was this question of working excessive over tally which led to several disputes at the works and caused workers to become restless and discontented with several of the old existing practices.

It was earlier noted in this judgment that the circumstances at Wyndham are not appropriate for comparison with all other areas of Australia and in considering this question of over tally the nature of the work and the length of the killing season, together with geographic and natural disabilities, were taken into account. Tally, in the industry generally, has been prescribed for the purpose of determining the fair day's work for a worker but it is so determined on the basis that the work is to proceed continuously over the whole of the year. At Wyndham the work proceeds for a limited time and cattle must be processed in that time. The worker, therefore, is able to perform more work daily over the limited period than he would be able to perform daily over the course of a year. But it is not proper for a worker to be required to work at an excessive rate even in this relatively shorter period and with that in mind I am prescribing in the minutes of the award a rate of rate and one half for over tally up to 100 per cent. above the tally prescription and then a rate of rate and three quarters for over tally of more than 100 per cent. above tally provided that, in the event of over 100 per cent. above tally being worked on more than two days in any calendar week, then on those days exceeding such two days the rate for such tally over 100 per cent. above tally shall be double the ordinary tally rate.

In respect of the claim for overtime for work on Saturday by tally workers, I believe that the claim of the Union is justified and is consistent with the application of overtime rates for time worked on Saturdays. The claim will be allowed. Work on Sunday and public holidays will bring an overtime penalty for tally workers in the application of double rates for the work.

Holidays and Holiday Rates.

The only matter in this clause about which agreement could not be reached was the rate applicable. The Union sought the rate of one fifth of the pay received by the worker on previous five working days, such amount to include penalties and overtime or over tally payments. The respondent claimed that the rate for holidays

should be the rate pertaining to the worker's task. In considering this claim and answer I have concluded that the practice currently pursued through the "Broome" award is the more desirable. The "Federal" provision is not appropriate because of the unusual conditions applicable in Wyndham. Accordingly the rate will be the rate pertaining to the worker's task.

Annual Leave.

The argument as presented concerning the rate to be paid was the same as that presented for holidays and my conclusion is the same as above and the rate will be that pertaining to the worker's task.

Travelling.

The claim as to travelling in general is allowed. I have made provision in this clause for the travelling to be considered only as within Western Australia and the minutes reflect that alteration to the claim. It was my objective that the clause be of a similar nature to that contained in the Broome award and the minutes reflect that consideration accordingly.

In considering the clause as a whole, I took into account the fact of amended air schedules to be operative in 1970. The travelling time will be reduced accordingly and the minutes now reflect travelling by air to afford the same allowances as would apply to a worker travelling by road. The clause provides for the travelling of a worker who continues in the industry after the expiration of the killing season and the minutes reflect that provision.

Guarantee.

During the hearing of the reference the parties undertook private discussions on matters within the reference and out of those discussions an agreed clause for guarantees was written and is now included in the minutes of the award.

Waiting Time.

Because the operations at Wyndham are conducted in the main by seasonal operatives it is desirable that consistency in the conduct of operations in the general area of the north of the State be maintained and I have concluded that in the clause for Waiting Time the award should provide similar conditions as prevail at Broome and the clause is written accordingly.

Rates and Conditions.

As was to be expected this clause brought the most serious argument of the whole of the case.

The Union sought to continue, in general, and in respect of the slaughter floor in particular, the rates and conditions which exist following a series of agreements and arrangements made from time to time but in respect of the boning section the Union sought to introduce a margin level in general equivalent to that of the slaughter floor and the respondent sought to apply the rates prescribed for all sections by the "Federal" award.

I do not think that it can be too strongly stressed that all the peculiarities of this geographic area are of paramount importance in determining the rates and conditions to be awarded for workers. The geographic locality, the seasonal restrictions, the type of cattle, the climatic conditions and the nature of the work are all circumstances which, with others, mark the northern areas as distinct and different from others and which, as a result, require special rates and conditions to be applied. But such special rates and conditions must have a relationship with the industry generally and for that purpose I believe that the rate generally to be applied should proximate that paid under the Federal award.

The slaughtermen at Wyndham have enjoyed and still enjoy a marginal rate in excess of that prescribed by the Federal Award and I do not consider that, in the circumstances of this area of the industry, it is appropriate to lower the rate currently being paid.

The boning room section, however, has prescribed by the agreements existing, a lower rate than prescribed for boners and slicers under the Federal Award and lower than that of the slaughterfloor at Wyndham. To an extent the disparity has been repaired by the adjustment of the rates on a percentage basis. The present method of calculation of the margin appears to be unwieldy and requires settlement.

The Union claim for this section is for a margin the same as the slaughterfloor section so that the relativity of the Federal Award prescription as between workers in those sections may be achieved. For the respondent's part the answer is that in the boning room section also the Federal rates should be applied in toto and no departure should be made.

I have concluded from a consideration of the evidence and the submissions made that neither of the claims should be adopted and that a fair and just rate can be found by applying the Federal rate in principle with adjustments made to suit the conditions previously mentioned.

Slaughterfloor.

I have determined that the margin of $39.10 for the A Grade slaughterman and the related margins for other slaughtermen and workers on the slaughterfloor currently being paid and as are claimed in this reference should continue. I have included the classifications, "roller cleaner" and "pleuro remover", and the rate of $18.65 should be awarded to them. The daily tally for the slaughterfloor will remain at 11.25 cattle per man.

It is my opinion that the marginal rates for the slaughterfloor should not be varied until such time as the rate of the boning section approximates that of the slaughterfloor.

I have determined a rate of $1.13 per beast as being the rate applicable and that figure is based on the rate determined by assessing the margin of the Federal Award as being $22.05, the equal margin in the "State" Award No. 26 of 1966, and adding thereto the sum of the basic wage and district allowance and dividing that total by $56.25 which is the weekly tally of a slaughterman.

The rates to be paid in cases where the daily tally is exceeded or where work is performed on Saturdays, Sundays or public holidays are expressed in clause 13, Overtime, and need not be re-stated in clause 22.

The rate previously mentioned has been determined on the basis that it should be paid for a body of beef weighing less than 550 lbs. and in the case of heavier cattle I have assessed a scale of equivalents which will appear in the minutes. To clarify the expression "genuine stag", the definition used in the claim is inserted in the clause wherein that expression first appears.

The claim in respect of rates paid for condemned cattle and the cutting up of the bodies is the same as was contained in the agreement and will be allowed.

The parties agreed that those portions of the claim related to special payments to head ring operators, offal and paunch bay trimmers and slaughterfloor following labour be deleted for special agreement outside the award to be negotiated.

Hide Section.

The margin of $17.30 for the hideman is agreed but the Union seeks a tally rate of 70 per day with a provision for excess of the tally of 70 to be paid at rate and one half as provided in the agreement. The answer by the respondent is for a tally prescription of 80 per day as contained in the Broome award and I believe that the tally should be shown in the award to be made in this case. The rate for work on Saturdays was disputed in that the claim of the Union sought payment of rate and one half for tally and double rate for overtally whilst the respondent's answer sought the prescription of the Federal Award. The claim is in similar terms to the existing agreement and the Broome award and I believe should be allowed with the addition that work performed after 12 noon should be paid for at double rate. The rate claimed for work on Sundays is agreed but the claim for bull hides to equal two other hides is disputed and I cannot conclude from the evidence or from my visual observations that it is warranted and will not be allowed. The claim for the work of preparation of hides for shipment is agreed.

By-products Section.

The claim is agreed except as to that part seeking a dust allowance of 10 cents per hour in the mill section where fertilizer is bagged. The evidence and visual inspection revealed that new plant has been installed and the presence of dust at the work position was negligible and accordingly that claim is rejected.

Freezer Section.

The claim in respect of this section is agreed.

Boning Section.

The claim for the same rate for boners as that paid for slaughtermen will not be allowed and I believe it is appropriate in this section to equate the Federal Award provision for boner and slicer and/or trimmer.

Because the complete application of Federal Award rates and weights could cause some diminution and variation in consistency of pay in the sectional workers and also because of the particular local conditions, the offer of the parties to assist in a fair assessment of the weight ranges was accepted, it being agreed that they would make the assessment with the basis that tally for boners is fixed at 22 sides as previously agreed. I consider that the weight ranges now assessed by the parties and displayed in the minutes are appropriate. Indeed, they are the same as that applied in the slaughter section.

The task rate for boners prescribed in the minutes is constant irrespective of the type of boning to be performed.

The tally for trimmers is fixed at 9 bodies per day as in the previous agreement and again the weight range is expressed in full in the minutes.

The claim, subparagraph (vi) paragraph (e), concerning following labour in boning rooms is, at the request of the applicant Union, not proceeded with and negotiations are being entered into between the parties on matters arising in this area.

The claim as to subparagraph (vii), scales and wiring machine, is for the provision in the award the same as exists by arrangement in the Wyndham works and the parties at the hearing did not dispute the matter. I believe it preferable to insert the subparagraph and it will appear in the minutes of the award.

With regard to subparagraph (viii) of the claim, there is no argument as to the temperature range and the only dispute is as to the position at which the reading should be taken. The requirement of maximum temperature range in the boning room is made by the Department of Primary Industry whose inspector keeps check on the temperature of the room. Parties are not able to agree upon the position of the thermometer in the room for the purpose of determining the temperature of the room for the purpose of this subparagraph and I find difficulty in locating an appropriate position. Therefore, I consider that the determination of the temperature would best be left to the decision of the authoritative officer on this question, i.e., the inspector, and I have worded that portion of the subparagraph accordingly.

General.

By agreement, a new subparagraph (i) is introduced into the minutes as formulated and it is headed "Pre-pack Section". A general butcher is included in the classification and his rate is agreed. The only other classification included is that of "female packer or wrapper" and the rate agreed is shown in the minutes.

All other claims in this paragraph are agreed and appear in the minutes.

The minutes show that the subparagraph concerning roller cleaning has been deleted and the task has been shown in the slaughter section where the rate is allowed at $18.65.

Work of Employees.

During the hearing parties agreed to certain inclusions and deletions in the clause claimed and those alterations have been made and are reflected in the clause now shown in the minutes.

Compassionate Leave.

I am not convinced by the argument put forward by the Union that this claim should be allowed. I was not made aware of any other award in Western Australia which contains a similar provision and in these days of expansion of industry into all areas of the State I find no special circumstances existing in respect of workers under this proposed award, as opposed to several thousand workers in this or any other industry in this and other areas of the State. No evidence was shown where workers in this part of the industry have suffered any unjust decision by the employer when special leave has been sought for purposes as described in the claim and I have not received sufficient persuasion that the clause should be introduced into the industry in this particular locality and accordingly the claim is refused.

Seniority.

The Union claim in this respect is in general terms similar to the document registered along with the Federal Meat Processing Award and is said to be a necessary part of an award to be prescribed for this meatworks.

No such provision applies in the Broome award, nor does it appear in the Wyndham agreement. It does not apply to construction awards and I make that note because of the near location of a

large constructional job which is dependent upon seasonable conditions for the carrying out of the job.

Whilst it may well be a desirable feature for workers at the Wyndham Abattoir to be assured of work in the succeeding season, the overweighing factor is the right of an employer to engage not only the most suitable employee but also the most efficient employee to carry out the work to be done. To my mind, the employer would not be promoting his best interests if he failed to re-engage his previous workers who have given conscientious and efficient service and, indeed, from my conversations with workers at the site, I found that many of them have worked at the Abattoirs for several seasons and that exemplifies the policy of the employer to re-employ his workers year by year or season by season.

I am not satisfied by the argument presented that I should make the provision sought. It was not so convincing that I should make an award requirement which would affect the right of an employer to select his employees and I am somewhat of the opinion that the clause as claimed would be in conflict with the provisions of section 61 (2) (d) of the Act. On the grounds that the clause does not appear to be just and reasonable to all parties I have decided to reject it.

Liberty to Apply.

During the course of this judgment I have referred to matters wherein the parties intend to make agreement in particular circumstances. I feel it is desirable that the award contain a provision whereby, in the event of the parties not reaching settlement on the points mentioned, they should have the right to apply to the Commission for a provision to be inserted into the award and I have therefore included in the minutes a clause granting liberty to apply on those mentioned matters.

There is one matter which I have omitted to note to this stage and it concerns the claim for a disability allowance within the boning room section. From my consideration of the claim, of the evidence brought in support and after taking into account the visual inspections both at Wyndham and in Broome, I have concluded that there is not such a disability in the mechanical operation as warrants a grant of a disability allowance in this area and it will therefore not be allowed.

The minutes of the award will now issue.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 17 of 1969.

Between West Australian Branch, Australasian Meat Industry Employees Union, Industrial Union of Workers, Perth Applicant, and Wyndham Meats (1967) Pty. Ltd., Respondent.

CHIEF INDUSTRIAL COMMISSIONER, B. M. O'SULLIVAN, in pursuance of the powers and jurisdiction conferred upon him by section 50 of the Industrial Arbitration Act, 1912-1968, 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 Meat Industry (Wyndham Meatworks) Award 1969.

2.—Arrangement.

3.—Scope.

This award shall apply to the workers classified in clause 22 hereof employed by the respondent.

4.—Area.

This award shall operate over that area occupied by the respondent at Wyndham.

5.—Term.

The term of this award shall be for a period of one year to date as from the 1st day of January, 1970.

6.—Definitions.

In this award, unless the context otherwise indicates, the words—

(1) "mutually agreed" or "mutual arrangement" means agreed in writing between the employer and the Union or its representative.

(2) "seasonal operative" means a worker who is engaged by selection prior or subsequent to the commencement of each killing season from a list of workers submitted by the Union to Management.

7.—General Conditions.

(1) Any worker carrying out work classified at a higher rate than the rate pertaining to his recognised task shall be paid at the higher rate for a full day if he has worked in the higher classified task for a period of two hours or more during that day but when he has worked in that higher classified task for a period of less than two hours he shall be paid the higher rate for a period of two hours.

(2) Wages shall be paid on the first Friday next succeeding the commencement of the employment and thereafter on the regular fortnightly pay day during a smoko period, on each alternate Friday. Provided that the employer shall if required by any worker pay to him on each Friday on which payment of wages is not made an amount nominated in writing by such worker as an advance against the moneys to be paid on the succeeding pay day. Provided further that the aggregate

amount of any such advance shall not exceed the sum of sixty dollars in any week. No more than two days pay shall be kept in hand.

(3) (a) The employer shall give the union delegate concerned reasonable notice of the necessity to work overtime. Sufficient competent men shall be made available for any overtime to be worked and the union or its representative shall be responsible for the supply of such workers.

(b) Subject as hereinafter provided overtime shall be distributed on a roster system between workers competent to do the work, but a worker shall not be entitled to claim overtime on work outside his normal classification unless required so to work by the employer. Provided that a worker shall have the right to forfeit his place on the roster if he obtains a replacement suitable to the employer to perform any work required, but any such replacement shall maintain his own place on the roster.

(c) Where overtime is worked outside a worker's normal classification, he shall be paid at the rate prescribed for the actual work performed.

(d) Should the employer require workers for overtime in excess of the number employed in a classification, then fertiliser workers shall be given first preference for such overtime work.

(4) (a) Workers shall be provided with accommodation in the quarters erected for that purpose including stretcher, mattress, pillow, wardrobe, cupboard and chair. No charge or deduction from wages shall be made for such accommodation.

(b) A worker shall be liable for any loss or damage to such accommodation including stretcher, mattress, pillow, wardrobe, cupboard and chair, fair wear and tear attributed to ordinary use excepted, and in the event of any loss or damage the employer may recover an amount as mutually agreed with the union representative to compensate therefore, from any wages due to such worker or otherwise legally recover such compensation or balance thereof.

(c) The employer shall clean the quarters and toilet blocks before the season commences and maintain them in a clean and hygienic condition for the remainder of the season.

(5) Each worker who boards at the works canteen shall have an amount equivalent to 27 per cent. of the basic wage deducted from his wages weekly.

(6) Waterproof coats and gumboots, gloves, overalls, caps, trousers and T-shirts shall be supplied and such overalls, caps, trousers and T-shirts shall be laundered daily by the employer, free of cost, to all workers who require them by the nature of their work. The same shall be replaced when required, and the worker shall be responsible for any loss or damage to any of such articles, fair wear and tear attributable to ordinary use excepted, and in the event of any loss or damage the employer may require an amount as mutually agreed with the union representative, to compensate therefor from any wages due to such worker, or otherwise legally recover such compensation or balance thereof.

(7) Boners, slicers and trimmers shall be supplied with the following safety equipment, free of cost:—

(a) Boners, safety aprons, consisting of canvas back with polythene or aluminium flaps, and boners, slicers and trimmers, chain mesh gloves consisting of not less than the thumb and forefinger.

(b) The above items will be issued at the commencement of the season, and it will be the responsibility of the worker to return them at the close of the season.

(c) In the event of any loss or damage, other than fair wear and tear, the employer may require an amount as mutually agreed with the union representative, to compensate therefor from any wages due to such worker.

(8) All workers who work under an incentive system shall be responsible for the cleaning up and washing down in and around the area where they work, at the completion of each day's operations.

8.—Preference.

(1) Preference of employment in respect of tasks for which rates of wages are specified in this award shall be given to members of the union, party to this award, provided they are competent workmen for the task for which they are selected and do their work to the satisfaction of the employer.

(2) Subject to preference to members of the union, party to this award, the employer shall have the right—

(a) to select workers with due regard to their qualifications for their respective tasks;

(b) to allot to workers their respective tasks; to dispense with the services of any worker for incompetence, drunkenness and misconduct occurring on the works area controlled by the respondent;

(c) in the event of a member of the union not being available at Wyndham, and without limiting the rights of the employer contained elsewhere in this clause, to employ a non-member of the union, but any worker so employed shall within seven days of commencing employment make application to join the union, provided he is supplied with the prescribed form by the union representative, and if accepted shall then maintain financial membership with the union to be eligible to claim preference of employment in the next succeeding year. For the purposes of this paragraph, a non-member of the union shall include an unfinancial member who shall, within 14 days of commencing employment become financial.

(3) In the event of the work of a worker being unsatisfactory at the task to which he has been transferred, the employer shall have the right to place such worker on waiting time in accordance with clause 19 (2).

(4) Workers engaged as seasonal operatives shall be selected from lists supplied by the union. Provided that the union includes on the list all competent financial members of the union who give written notice to the union that they desire to be so included.

9.—Transfer.

The employer may transfer workers from one classification to another and in such cases the rates paid shall be that for the actual work performed. In the case of alleged unreasonable action under this clause the matter shall be discussed between the employer's manager and the union delegates with the senior works delegate and failing agreement being reached, shall then be referred to a Board of Reference.

10.—Hours.

(1) Except where otherwise provided, forty hours shall constitute an ordinary week's work, divided into five working days, Monday to Friday inclusive, of eight hours in each day which shall be exclusive of the meal interval.

(2) Except in the case of slaughterfloor workers, or as otherwise mutually agreed upon, ordinary starting time shall be 7.30 a.m. and the ordinary ceasing time 4.30 p.m.

(3) Canteen worker. The ordinary hours of workers employed in the canteen shall be spread over six days Monday to Saturday inclusive, and shall not exceed eight in any one day. The ordinary starting and finishing times shall be mutually arranged between the employer and the union or in default by a Board of Reference.

11.—Meal Times.

Except in the case of slaughterfloor workers or as otherwise mutually agreed, meals shall be available between the times of 600 a.m. to 7.15 a.m.; 11.00 a.m. to 12.15 p.m.; and 4.30 p.m to 5.30 p.m. Provided that when loading out the times shall be in accordance with the schedule of the vessel's meal times, but may be given within one hour either before or after such meal times.

12.—Smokos.

(1) Except as provided in subclause (3) hereof, smokos of fifteen minutes each shall be allowed and paid for as working time between the times of 9.30 a.m. to 9.45 a.m., and 2.30 p.m. to 2.45 p.m. and one smoko after every two hours' continuous work done outside ordinary hours if it is intended that after such smoko, work is to continue for at least another two hours.

Provided that a worker in the cold storage department who is working in a temperature not above 20 degrees fahrenheit shall be allowed four additional periods of not more than ten minutes each day at times approved by the leading hand. Provided however that if any such worker absents himself from his work at any other time, such other time shall be in lieu of the next succeeding break period.

(2) Except as provided in subclause (3) hereof, for workers loading out, smokos shall, unless otherwise mutually agreed, be—

9.00 a.m. to 9.15 a.m.; 2.00 p.m. to 2.15 p.m.; 7.00 p.m. to 7.15 p.m.; 9.00 p.m. to 9.20 p.m.; 2.00 a.m. to 2.15 a.m.; and 4.00 a.m. to 4.20 a.m.

(3) When reasonably required by the employer, owing to exigencies of work, workers shall forgo their smoko until a convenient time.

13.—Overtime.

(1) All work performed by a worker on any day other than an award holiday, outside or in excess of his ordinary hours of work as prescribed by this award, shall be overtime work, and shall be paid for at rate and a half for the first 3 hours and double rate thereafter, until the cessation of the overtime worked.

In the computation of overtime each day shall stand alone but if a worker is working overtime at midnight and continues to work until the cessation of overtime work it shall be deemed to be worked on the same day.

(2) Work performed on Saturday (other than during the ordinary hours of canteen and shift workers) shall be overtime work and shall be paid for at rate and a half for the first 3 hours and double rate thereafter.

(3) Work performed on Sunday or award holidays or a day observed in lieu shall be overtime worked and shall be paid for at double rate.

(4) All time worked from the commencement time of or during the worker's recognised meal break shall be paid at double rate until the worker is allowed a meal break.

(5) A worker called in on a Saturday, Sunday or public holiday to work overtime, shall be paid for a minimum of 4 hours at the appropriate overtime rate.

(6) A worker called in to treat dead or crippled stock or to unload road trains outside of his ordinary working hours, or on a Saturday, Sunday or award holiday shall be paid for a minimum of 3 hours at the appropriate overtime rate.

(7) When overtime work is necessary it shall wherever reasonably practicable be so arranged that workers have at least seven consecutive hours off duty between the work of successive days. A worker other than a casual worker who—

(a) works so much overtime between the termination of his ordinary work on the next day that he has not had at least seven consecutive hours off duty between those times, or

(b) works sixteen or more hours' overtime on a Sunday or award holiday so that he has not had at least seven consecutive hours off duty between the termination of such overtime and the commencement of his ordinary work on the next day,

shall, subject to this subclause, be released after completion of such overtime until he has had at least seven consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If on the instructions of his employer such a worker resumes or continues work without having had such seven 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 seven consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(8) All workers who are working under an incentive system and who have completed the work required of them in that area shall immediately be paid at overtime rates when required to perform any work outside of their normal duties.

(9) (a) When the daily tally of a tally worker is exceeded he shall be paid at rate and a half for each additional carcase in excess of tally up to 100 per cent. in excess of tally and at rate and three quarters for each additional carcase in excess of 100 per cent. in excess of tally. Provided that if excess of 100 per cent. in excess of tally is worked on more than two days in any week then on any day in excess of such two days the rate shall be double.

(b) A tally worker shall be paid for all work on a Saturday at rate and a half per carcase up to half tally and all in excess shall be paid for at double rates.

(c) A tally worker shall be paid for all work on Sunday or public holidays at double rates per carcase.

14.—Holidays and Holiday Rates.

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

(b) Where Christmas Day or New Year's Day falls on a Saturday or 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.

(2) Whenever any holiday falls on a worker's ordinary working day and the worker is not required to work on such day, he shall be paid for the ordinary hours he would have worked on such day if it had not been a holiday.

(3) Payment for holidays shall be at the rate pertaining to each worker's task for which he was engaged.

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

15.—Annual Leave.

(1) Except as hereinafter provided, a period of three consecutive weeks' leave with payment of wages as defined herein 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 day observed as aforesaid.

(3) (a) Subject to paragraph (b) when computing the annual leave due under this clause, no deduction shall be made from such leave in respect of the period that the worker is on annual leave and/or holidays.

Provided that no deduction shall be made for any approved period a worker is absent from duty through sickness with or without pay unless the absence exceeds three calendar months in which case deduction may be made for such excess only.

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

(4) In the event of a worker being employed by an employer for portion only of a year he shall only be entitled to such holidays on full pay as are proportionate to his length of service during that period with such employer.

(5) (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.

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

(7) Wages for the purpose of subclause (1) herein shall be at the rate pertaining to each worker's task.

(8) This clause shall not apply to any worker, who without reasonable cause and without the consent of the employer, leaves his employment before the end of the guaranteed period.

16.—Sick Leave.

(1) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health for one-twelfth of a week for each completed month of service. Provided that, subject to subclause (4) hereof, payment for absence through such ill-health shall be limited to one week in each calendar year in respect of each worker. 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 th event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

(2) A worker shall not be entitled to receive any wages from his employer for any time lost through the result of 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.

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

(4) (a) In the case of a regular worker, sick leave shall accumulate from year to year while he remains a regular worker so that any balance of the period specified in subclause (1) of this clause which had 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 on any subsequent year without diminution of the sick leave prescribed in respect of that year.

(b) For the purposes of this subclause a regular worker shall be deemed to be a worker who continues work for such period as the employer feels is necessary to complete the season's operations and who recommences work in the next ensuing season.

17.—Travelling.

(1) (a) Subject as hereinafter provided each worker (except those engaged at Wyndham) shall be entitled to passage from place of engagement in Western Australia to Wyndham and travelling time allowance.

(b) Any seasonal operative who leaves of his own accord or is dismissed for misconduct before the end of the guaranteed period or who leaves of his own accord before the end of a twelve weeks' period (if the employer is satisfied that an operative has just cause to so leave) from arrival at Wyndham and any worker other than a seasonal operative who leaves of his own accord or is dismiseed for misconduct before the end of the season's operations as provided in clause 18, shall be liable to refund the cost of his fare to Wyndham and any wages due to him shall be retained as part payment, and the balance will be legally recoverable.

(2) Subject as hereinafter provided, each worker shall be entitled to passage from Wydnham to place of engagement in Western Australia and travelling time allowance after termination of work in his department or when his services are not further required by the employer provided that his duties have been performed to the satisfaction of the employer.

(3) When required by the employer to travel by plane the travelling time allowance referred to herein of one day shall be at the task rate applicable.

(4) Passage may be either by ship or plane at the discretion of the employer.

(5) A worker who is picked up in the southern part of the State and who would be normally provided with air transport from Perth to Wyndham by the employer, who elects to travel by road shall receive 80 per cent. of the air fare plus one day's pay at his classified rate. This shall also apply at the completion of the season provided that the worker has completed his contract with the employer.

(6) A seasonal worker who continues to work on after the killing season is completed shall be entitled to the same travelling arrangements as a normal seasonal operative.

18.—Guarantee.

The employer shall undertake to provide a minimum of 16 weeks' work and/or a maximum of 20 weeks' work or pay the worker for any period not worked to make up the guaranteed period. The period of the guarantee shall be fixed by negotiation between the employer and the union.

The worker shall undertake to work for the complete killing season as required by the employer. The employer shall supply a written contract in duplicate when the worker is selected from the union lists which shall show the guaranteed period, the estimated total seasonal kill, the number of tally workers in each team, the estimated number of 6-day weeks, the estimated duration of the season and any other conditions of employment.

The employer and the worker shall each sign the contract of employment and retain a copy.

Any dispute arising from this clause shall be referred to the Board of Reference for determination.

19.—Waiting Time.

(1) When no work is available for a worker at his usual task, such worker shall if so required by the employer do any other work available and be paid whichever rate shall be the highest for the task performed or the worker's recognised usual task. Provided that a member of the slaughtering gang or a boner may decline to do such work subject to agreement by the employer, and in such a case no payment shall be made.

(2) If no work is available to a worker, a waiting time allowance of half his recognised task rate shall be paid for such waiting time, in which case the minimum rate shall not apply to the period of such waiting time, provided that the first thirty minutes of such waiting time shall not be counted but any delays in excess of thirty minutes shall be calculated from the commencement of the initial delay.

(3) (a) The date of commencement of slaughtering shall be determined by the employer, but one clear day (not including the day of arrival) shall elapse between the date of arrival of seasonal operatives and the date of commencement of slaughtering operations.

(b) Waiting time allowance shall not be payable on the day of arrival or the day after arrival of seasonal operatives.

(c) In the event of seasonal operatives arriving before 2 p.m. on any day that day shall be deemed to be the one clear day after arrival of seasonal operatives.

(4) All workers including seasonal operatives shall, if so required by the employer, do any work other than slaughtering available between the date of arrival of seasonal operatives and the date fixed for the commencement of slaughtering under this clause. Work performed shall be at not less than the weekly wage rate appropriate to the classification for which he was engaged.

(5) No payment shall be made under this clause if work is not available by reason only of a strike of workers bound by this award.

20.—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.

21.—Grievances and Disputes.

(1) To facilitate the remedying of any grievance or settlement of any dispute the following procedure shall apply namely:—

(a) The section delegate may discuss with the foreman any grievance affecting the workers he represents and if the matter is not satisfactorily resolved he may discuss the matter with the works manager.

(b) If the matter is not resolved by the foregoing, the section delegate shall notify the works secretary of his union and shall thenceforth leave the conduct of negotiations in the hands of the union.

(c) Where a matter has been referred to the union by the section delegate the union shall promptly take all steps necessary under its rules and under the Industrial Arbitration Act for the resolution of the matter.

(2) A section delegate shall not leave his place of work to investigate any matter or to discuss any matter with the works manager unless on each occasion he first obtains permission to do so from his foreman.

(3) A section delegate shall not during working hours call or hold any meeting of the workers concerned with any grievance or dispute.

22.—Rates and Conditions.

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

(1) Basic wage (per week): $
(a) Males 35.45
(b) Females 27.08

(2) Adult male workers:
(a) Slaughterfloor—
(i) Classification and margin per week—
Grade A 39.10
Grade B 28.00
Grade C 20.30
Workers in head ring 20.30
Tally clerk 19.30
Offal trimmer, roller cleaner, pleuro remover and/or hair burner 18.65
All others 16.20

(ii) The daily tally or the equivalent thereof for the slaughtering team shall be 11.25 cattle per man.

(iii) All cattle treated for the purpose of over tally shall be paid for at the base rate of $1.13 per beast.

(iv) For the purpose of tally—
(aa) A body of beef weighing—
Under 550 lb. shall equal 1 beast.
550 lb. to 700 lb. shall equal 1.1 beasts.
701 lb. to 850 lb. shall equal 1.2 beasts.
851 lb. and over shall equal 1.25 beasts.

(bb) Bulls and genuine stags 300 lb. to 600 lb. shall equal one and a half cattle. Bulls and stags weighing from 601 lb. and over shall equal two cattle.
A genuine stag means a fully grown animal that exhibits characteristics of a bull including a definite neck crest. Any dispute arising from this subparagraph shall be determined by the Meat Inspector.

(v) All cattle that are condemned by the Commonwealth Veterinary Officer for the following causes, tuberculosis, cancer, ulcer, tumour, gangrene, brucellosis or leptospirosis, shall be paid for at ordinary rate plus 100 per cent.

(vi) The cutting up of condemned bodies shall be paid for at the rate of 50 cents per body.

(b) Hide section (margin per week)— $
(i) Hideman 17.30

(ii) The daily tally shall be 80 per man per day Monday to Friday. All hides treated in excess of 80 per man per day shall be paid for at rate and a half.

(iii) Hides treated on Saturday shall be paid for at rate and a half for tally and double rate for over tally or after 12.00 noon.

(iv) All hides treated on Sunday or public holidays shall be paid for at double rate.

(v) All work performed in preparing hides for shipment shall be paid for at time rates of the hideman's classification.

(c) By-products section (margin per week)— $
Leading hand 20.60
By-product machinery switchboard operator 25.40
Fork lift driver 18.55
All others 16.20

(d) Freezer section (margin per week)—
Leading hand 21.75
Freezer hand 18.55
Fork lift driver 20.00

(i) A worker required to work in a freezer chamber shall be supplied by the employer, free of cost, with a freezer suit with hood attached, freezer gloves and suitable freezer boots.

(ii) A worker required to work in a temperature below 4° fahrenheit shall be paid 5 cents per hour extra whilst so employed unless the temperature is below zero in which case he shall be paid 10 cents per hour extra whilst so employed.

(iii) No worker shall be required to work in a freezer chamber longer than 60 minutes continuously without a break outside of at least 5 minutes.

(iv) Each freezer chamber shall have an effective escape hatch fitted.

(e) Boning section (margin per week)— $
Boner 27.85
Slicer and/or trimmer 23.25
Tally clerk 23.25
All others 16.20

(i) The daily tally or the equivalent thereof per boner from Monday to Friday shall be, on rail mechanised boning—22 sides.

(aa) A body of beef weighing—
Under 550 lbs. shall equal one body.
550 lbs. to 700 lbs. shall equal 1.1 bodies.
701 lbs. to 850 lbs. shall equal 1.2 bodies.
851 lbs. and over shall equal 1.25 bodies.

(bb) Bulls and/or genuine stags weighing—
From 300 lb. to 600 lb. shall equal 1.5 bodies.
601 lb. and over shall equal 2 bodies.
A genuine stag means a fully grown animal that exhibits characteristics of a bull, including a definite neck crest.

(ii) The daily tally for a slicer and trimmer or the equivalent thereof from Monday to Friday shall be—9 bodies per day.

(aa) A body weighing—

Under 550 lb. shall equal 1 body.

550 lb. to 700 lb. shall equal 1.1 bodies.

701 lb. to 850 lb. shall equal 1.2 bodies.

851 lb. and over shall equal 1.25 bodies.

(bb) A bull or genuine stag weighing—

From 300 lb. to 600 lb. shall equal 1.15 bodies.

601 lb. and over shall equal 1.25 bodies.

(iii) Scales and wiring machine. The workers performing the duties of weighing and wiring and placing on pallet or down chute shall receive the following incentive which shall be the equivalent of 90 per cent. of the overtally earnings of the slicers and trimmers.

(iv) Workers shall not be required to work in the boning room if the temperature is 45° fahrenheit or lower. Any dispute as to the temperature for the purpose of this subparagraph shall be determined by the Meat Inspector.

(f) General (margin per week)—	$
(i) Pre-pack section—	
General butcher	24.05
Female packer or wrapper	13.15
(ii) Canteen section—	
Where two cooks are employed—	
First cook	17.50
Second cook	15.10
Kitchen hand	14.10
(iii) Livestock and yard section—	
Stockman	16.45
Yard labourer	16.00
(g) Female workers—	
(i) Carton section—	
Female in charge making stockinette and cartons	16.45
Other female workers	13.15
(ii) Laundry section—	
Female workers in laundry	13.15
(iii) Canteen section—	
Where two cooks are employed—	
First cook	17.50
Second cook	15.10
Female worker in canteen	13.15
(iv) Boning room—	
Scales operator who may use a knife, to cut to weight	16.15
Spotter (female worker who may use a knife, shears or scissors to remove hair, dirt and soilage but shall not trim or slice)	14.00
Packer and wrapper	13.15

23.—Work of employees.

(1) Slaughtermen on-rail dressing. Shooting or knocking, tipping out of knocking box, placing shackle chain on hind leg, hoisting on to bleeding rail, bleeding, tying of weasand, removing front hocks, skinning cheeks, removing head, skinning hind legs, removing hocks, inserting rollers in hind legs, placing on rail, clearing tail, removing rectum, opening up hide, skinning flanks and front legs , and placing chains on front legs, placing hide chains, placing on hide remover, removing hides with hide remover, removing chains on front legs, sawing brisket, opening up, fronting out, sawing down, trimming channel fats, bruises, neck scrags, pizzle butts, udders and hide pieces.

(2) Boners—on-rail boning. The work of a boner shall consist of the removal of all meat from the sides of beef on the conveyor as instructed by the foreman. A boner shall be advised whether he is to piecemeat bone or straight bone.

(3) Slicers and trimmers. The work of the slicers and trimmers shall consist of slicing and trimming of all pieces of meat that have been removed by the boning team. The meat shall then be placed by the slicers and trimmers at a convenient position adjacent to their work area for the packers to perform their duties.

(4) Packers and wrappers. The work of the packers and wrappers shall consist of the receiving of meat from the slicers and trimmers, wrapping into polythene or other wrapping material, placing into cartons already prepared, placing on rollers. Provided that no female shall be required to lift a carton in excess of 35 lbs gross weight.

24.—First aid.

The employer shall keep in each section at the works for the use of the workers a first aid kit fully stocked according to the schedule laid down by the St. John's Ambulance Association.

25.—Long Service Leave.

The long service leave provisions in Volume 49 of the *Western Australian Industrial Gazette* at pages 16-21 inclusive are hereby incorporated in and shall be deemed to be part of this award.

26.—Liberty to Apply.

Liberty is reserved to either party to apply to amend the award in respect of the following provisions contained in clause 22, Rates and Conditions:—

(1) Head ring operator.

(2) Offal and paunch bay trimmers.

(3) Slaughterfloor following labour.

(4) Boning room following labour.

In witness whereof this award has been signed by the said Commissioner this 14th day of November, 1969.

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

CORRECTION.

RAILWAY EMPLOYEES.

No. 18 of 1969.

WHEREAS an error has occurred in the copy of the above award as published in the *Western Australian Industrial Gazette* of the 3rd September, 1969, No. 49—Part 2, Sub-part 2, page 634, the following correction is made—by deleting subclause (6) (b) of clause 20a.—Shop Stewards and Grievance Procedures and inserting in lieu the following:—

(b) Where, as a result of discussions with a convenor arranged pursuant to paragraph (a) of this subclause, a foreman is of the opinion that he should re-allocate the work in question he shall, before doing so, call into the discussions the shop stewards' convenor or convenors representing the calling of the workers who are to be taken off the work.

Dated at Perth this 3rd day of November, 1969.

(Sgd.) R. BOWYER,
Industrial Registrar.

AWARDS—Amendment of—

CLEANERS AND CARETAKERS.

(Government.)

Award No. 5 of 1966.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 541 of 1969.

Between the West Australian Cleaners, Caretakers, Lift Attendants, Window Cleaners, Attendants and Watchmen's Industrial Union of Workers (Perth), Applicant, and Hon. the Chief Secretary, Hon. Minister for Agriculture and others, Respondents.

HAVING heard Mr. T. J. Brown on behalf of the applicant and Mr. J. Gregor 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 Cleaners and Caretakers (Government) Award No. 5 of 1966, 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 4th day of November, 1969.

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

1.—Title.

This award shall be known as "The Cleaners and Caretakers (Government) Award, No. 5 of 1964" as amended and consolidated.

2.—Arrangement.

3.—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 24th February, 1966.

4.—Area and Scope.

This award shall apply to the callings of workers mentioned herein who are employed in any part of the State of Western Australia.

5.—Definitions.

(1) "Caretaker" shall mean a male worker required to reside on or in the vicinity of the premises of his employer and who is responsible to his employer for the supervision and/or the general cleaning of such premises, and who is responsible for the safety of the employer's grounds and buildings.

(2) "Cleaner" shall mean a worker mainly employed in cleaning work of any description (including glass partitions and windows) on premises, or in bringing into or maintaining premises in a clean condition.

(3) "Watchman" shall mean a worker required to watch and/or guard, and/or patrol buildings and/or grounds.

(4) "Window Cleaner" shall mean a male worker employed exclusively or principally in window cleaning.

6.—Contract of Service.

(1) The engagement of caretakers who are provided with quarters shall be by the fortnight and shall be terminable by two weeks' notice on either side.

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

(b) Casual watchmen shall be entitled to a minimum engagement of four hours when such engagement does not exceed four hours and to a minimum of eight hours for any engagement exceeding four hours.

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

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

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

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

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

(7) 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 where such absence from work is due to illness coming within the provisions of clause 15 or is on account of holidays to which the worker is entitled under this award.

7.—Hours.

(1) Except where otherwise provided, the ordinary hours of work shall not exceed forty per week and shall be worked eight hours per day Monday to Friday inclusive, providing that by agreement between the worker and the employer any worker may be rostered to work until 12 noon on Saturday and the time so worked may be counted as part of the ordinary hours of work and shall be paid for at the rate of time and one quarter.

(2) (a) Except as otherwise provided the daily spread of hours shall be 6 a.m. to 7 p.m.

(b) Male cleaners who go to work twice a day 6 a.m. to 10.30 a.m. and 2.30 p.m. to 7 p.m.

(c) Female cleaners who go to work twice a day 6 a.m. to 9 a.m. and 3.30 p.m. to 7 p.m.

(d) Lift attendants 8.30 a.m. to 5.30 p.m.

(e) Attendants and ushers 8 a.m. to 5 p.m.

Provided that by agreement between the employer and the Union the spread of hours prescribed in paragraphs (a), (b) and (c) hereof may be adjusted.

(3) (a) There shall be no fixed spread of hours for caretakers who may be required to be on duty on any day of the week, but no caretakers shall be called upon to do cleaning work in excess of forty hours per week.

(b) Caretakers provided with quarters shall not be deemed to be working on Saturdays and/or Sundays because they open and close the premises of which they are in charge.

(4) The ordinary working hours of watchmen shall be eighty per fortnight, such hours to be worked in not more than thirteen shifts per fortnight and not more than 10 hours in any one shift, and not more than one shift in every twenty-four hours. The employer may fix the number and duration of such shifts and the worker shall be given forty-eight hours' notice of any change of such shift.

(5) Lift attendants shall be allowed, at the convenience of the employer, a fifteen minute interval without loss of pay during each half shift.

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

8.—Overtime.

(1) Except as hereinafter provided and subject to subclause (2) of Clause 7 all time worked in excess of or outside of the usual hours or outside the daily spread shall be paid for at the rate of time and one half for watchmen and time and one half for the first four hours and double time thereafter for all other workers.

(2) Except in the case of watchmen all work performed on a Sunday shall be paid for at the rate of double time with a minimum payment as for four hours work.

(3) The foregoing provisions of this clause shall not apply to casual workers who shall be paid at the rate of time and one-half for the first four hours and double time thereafter for all time worked in excess of eight hours in any day or night.

(4) Any worker who, without being notified the previous day, is required to continue working for more than one hour after the usual ceasing time shall be provided with a meal by the employer or be paid sixty cents in lieu thereof.

(5) Any worker, other than a watchman, who has worked for five consecutive hours shall be entitled to a meal break of one hour. If he is required to work during such meal break he shall be paid for the time so worked at the rate of time and one-half. This subclause shall not apply where less than six consecutive hours work, exclusive of meal break is performed.

(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 party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this sub-clause.

(7) This clause shall not apply to pieceworkers.

(8) Double the ordinary rate shall be the maximum rate payable under this award.

(9) Subject to subclause (2) hereof and with the exception of caretakers, a worker called back to work after the normal working time shall be paid for a minimum of two hours work at the appropriate overtime rate.

9.—Shift Work.

A worker employed on any afternoon shift shall be paid an extra five per cent. for each shift so worked, and on any night shift shall be paid ten per cent. in addition to the ordinary rate. Provided that the shift loadings prescribed herein shall not be payable in addition to the holidays prescribed in Clause 10 of this award.

10.—Saturday and Sunday Work.

All ordinary time worked by watchmen between midnight on Friday and midnight on Saturday shall be paid at the rate of time and a quarter and between midnight on Saturday and midnight on Sunday at the rate of time and a half.

11.—Higher Duties.

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

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

12.—Fares, Travelling Time and Transport.

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

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

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

13.—Special Rates and Provisions.

(1) All workers called upon to clean closets connected with septic tanks or sewerage shall receive an allowance of ten cents per closet per week up to a maximum amount of one dollar per week. This allowance shall not apply to cleaners employed exclusively on lavatories, nor to cleaners employed on piece work basis.

(2) Workers called upon outside the ordinary working hours to wash towels shall be paid sixty cents per dozen for ordinary towels and seventy-five cents per dozen where towels are rendered exceptionally dirty by grease. Dusters shall be paid for at the rate of fifty cents per dozen.

(3) No female cleaner shall be required to ascend to a greater height from the floor or ground than three feet to do any cleaning. The employer shall provide a suitable appliance for this purpose.

(4) No female cleaner shall be required or permitted to chop wood.

(5) All cleaning materials and disinfectants shall be supplied by the employer.

(6) In cases of urgent necessity night watchmen shall be permitted to leave premises subject to their notifying the officer in charge at the first available opportunity and their returning to duty as soon as possible.

(7) (a) Protective Clothing: Where a worker is required by the employer to work in the rain, suitable protective clothing shall be provided free of charge by the employer.

(b) Where a worker during the course of his duty may become unreasonably wet, he shall be provided with protective footwear.

(c) Male cleaners employed by the Education Department in technical schools or colleges who perform work of an exceptionally dirty nature shall, if the employer deems it necessary, be supplied with suitable protective clothing.

(d) The protective clothing supplied pursuant to this clause shall remain the property of the employer. The loss of such protective clothing due to any cause arising out of the neglect or misuse by a worker shall be a charge against the wages of the worker provided that no charge shall be made in respect of reasonable wear and tear.

(e) In the event of a dispute concerning the issue of protective clothing the matter shall be referred to a Board of Reference.

(8) Working from Ladders: A male cleaner shall not be required to work from the top of a ladder more than 12 feet long which rests on the ground or floor level unless he has a male assistant.

(9) Caretakers who are required to open and close classrooms for night classes at schools shall be paid according to the following scale:—

Less than—

40 rooms per week	— $1.00 per day.
40-100	— $1.50 per day.
Over 100	— $2.00 per day.

Provided that the maximum allowance under this paragraph will be $10.00 per week.

(10) (i) When window cleaning is done from a ladder and any portion of window to be cleaned is more than twenty-five feet from the nearest horizontal plane the worker shall be paid an allowance of two point five cents per window.

(ii) The allowance prescribed herein shall not be paid where adequate safety appliances are supplied. Where such appliances are supplied they must be used by the worker.

14.—Sick Leave.

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

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

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

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

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

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

15.—Preference to Unionists.

(1) In this clause—

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

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

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

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

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

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

(c) thereafter remain a unionist while so employed.

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

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

(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 6 of this award are hereby declared inoperative in respect of that dismissal but only if—

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

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

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

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

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

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

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

whichever is the later;

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

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

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

(a) who holds a certificate of exemption from membership of the union issued and in force pursuant to section 61B of the Industrial Arbitration Act, 19/2/1968; 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.

16.—Public Holidays.

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

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

(2) Whenever any holiday falls on a worker's ordinary working day and the worker is not required to work on such day he shall be paid for the ordinary hours he would have worked, or in the case of a pieceworker for the work he would have performed on such day if it had not been a holiday. If any worker other than a watchman or a pieceworker, is required to work on a holiday he shall be paid for the time worked as if it were an ordinary working day and shall, in addition, be allowed a day's leave with pay to be added to the annual leave or to be taken at some subsequent date if the worker so agrees. Provided that in lieu of the foregoing provisions of this paragraph and subject to agreement between the employer and the worker, work done on any day prescribed as a holiday under this award shall be paid for at the rate of double time.

(3) If a watchman is required to work on a holiday he shall be paid for the time so worked at the rate of time and one-half.

(4) If a pieceworker is required to work on a holiday he shall receive an extra day's wages for such day.

(5) When a worker is off duty owing to leave without pay or sickness, including accidents on or off duty, except time for which he is entitled to claim sick pay, any holiday falling during

such absence shall not be treated as a paid holiday. Where the worker is on duty or available on the working day immediately preceding a holiday, or resumes duty or is available on the working day immediately following a holiday, as prescribed in this clause, he shall be entitled to a paid holiday on all such holidays.

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

17.—Annual Leave.

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

(b) A watchman shall be allowed one week's leave in addition to the leave to which he is otherwise entitled under this clause.

(c) Where a worker with twelve months' continuous service is engaged for part of a qualifying twelve monthly period as a watchman, he shall be entitled to have the period of annual leave to which he is otherwise entitled under this clause increased by one-twelfth of a week for each completed month he is continuously so engaged.

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

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

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

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

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

(6) (a) 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.

(b) All leave due to piece workers shall be taken during the Christmas school vacation.

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

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

18.—Long Service Leave.

(1) Subject to subclause (2) hereof, the conditions governing the granting of long service leave to full-time Government wages employees generally shall apply to workers covered by this award.

(2) Provided that female cleaners who go to work twice a day for 25 hours per week shall be considered, for the purpose of this clause, to be full time Government wages employees.

19.—Caretakers' Quarters.

Quarters provided for caretakers shall be rent free and shall consist of not less than three rooms two of which shall each have a floor space area of at least one hundred and forty-four square feet and the third at least one hundred square feet.

20.—Uniforms.

Any special uniform or staff dress required by the employer to be worn by workers shall be provided by the employer.

21.—Change Room.

Where practicable, suitable dressing accommodation shall be provided by the employer. Cleaning materials shall not be kept in the change room.

22.—Notices.

A copy of this award shall be posted in a suitable place on the premises of every employer. The Secretary, or authorised person, may post notices relating to union business in such place.

23.—Time and Wages Book.

(1) The employer shall keep or cause to be kept a Time Book and Wages Sheet, in either of which shall be entered—

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

(b) the nature of the work performed;

(c) the hours worked each day;

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

Workers shall record and sign their starting and finishing times per shift in the Time Book; and shall sign the Wages Sheet on receipt of their wages.

(2) The Time Book with all entries therein shall on demand be produced for inspection by the secretary or duly authorised official of the Union at any reasonable time. The Wages Sheet shall be similarly produced on demand during ordinary office hours.

24.—Board of Reference.

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

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

25.—Part-time Workers.

(1) Notwithstanding anything contained herein an employer shall be at liberty to employ part-time cleaners.

(2) A part-time cleaner means a cleaner engaged on an hourly contract of service who regularly works less than forty hours per week.

(3) Part-time cleaners shall be allowed sick leave and annual leave in accordance with the provisions of this award only in the proportion which their weekly hours bear to forty.

(4) The basis for remuneration of part-time cleaners shall be as follows:—

(a) Males: An hourly rate equivalent to 1/40th of the total wage applicable to a full-time male cleaner.

(b) Females: An hourly rate equivalent to 1/40th of the total wage applicable to a full-time female cleaner.
provided that in addition the following loadings shall be payable:—

(i) Female Cleaner working 25 hours per week or more—10%.

(ii) Female Cleaner working less than 25 hours per week—17½%.

26.—Casual Workers.

(1) "Casual Worker" means a worker who is engaged to work for less than one week.

(2) A casual worker shall receive in addition to the rates prescribed for his or her class of work a loading of 15%.

27.—District Allowance.

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

Boundaries of Districts	Allowances Per Week. $
(1) The area within a line commencing on the coast; thence east along lat. 28 of Tallering Peak; then south-east to Mt. Gibson and Burracoppin; thence to a point south-east at the junction of lat. 32 and long. 119; thence south along long. 119 to coast	Nil
(2) The area within a line commencing on the coast at lat. 27, then east to a point on long. 119, then south along long. 119 to lat. 28, then east along lat. 28 to a point north of Mt. Redcliffe, thence due south along to a point east along lat. 30 to long. 123; thence south along long. 123 to the coast; thence along the coast to the boundary of No. 1 district	0.50
(3) The area within a line commencing on the coast at lat. 26; thence along lat. 26 to long. 123; thence south along long. 123 to the boundary of No. 2 district	0.90
(4) The area within a line commencing on the coast at lat. 24; thence east to the South Australian border; thence south to the coast; thence along the coast to long. 123; thence north to the intersection of lat. 26 thence west along lat. 26 to the coast	3.00
(5) That area of the State situated between latitude 24° and latitude 22°	6.00
(6) That area of the State north of a line running east from Carnot Bay to the South Australian border	7.00

District allowance will not apply where a worker is absent without pay, unless such absence is due to the sickness of the worker and does not exceed three months.

Workers leaving the service for any cause and due for payment in lieu of holidays shall not be paid district allowance for the period of such holiday.

The above district allowance shall be paid *pro rata* to all workers employed on a weekly engagement in the above localities.

28.—No Reduction.

Nothing contained herein shall in itself operate so as to reduce the wages of any worker who at the date of this award is being paid above the minimum rate prescribed for his or her class of work.

29.—Piecework.

(1) Subject to subclause (3) hereof, workers may be employed to do all necessary cleaning work in schools at piecework rates payable for each five hundred and fifty square feet of floor space and calculated on the basis that the rate applicable under clause 25 (4) (b) (ii) shall be paid for cleaning an area of 6,600 square feet daily for one week.

(2) The calculation of floor space shall be as follows:—

(a) Class rooms, corridors, passages, cloak rooms, verandahs, and lavatories shall be counted at full rates.

(b) Shelter sheds shall be counted at half rates; provided that if desks are used in such shelter shed they shall, be counted at full rates.

(c) Six closets shall be counted at the same rates as five hundred and fifty square feet of floor space and a lesser number shall be counted at proportionate rates.

(3) The piecework method of cleaning shall not be applied to schools having a floor space area of eleven thousand square feet or more. Provided that this restriction will only be applied in circumstances that will allow any female cleaner displaced thereby being found other employment.

(4) No teacher or pupil shall do cleaning work in schools unless the services of a suitable person other than a teacher or pupil are not available.

(5) Where a school is held in a public hall or other hired building, special rates for school cleaning, not less than those prescribed by this award, may be fixed.

30.—Wages.

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

(1) Basic Wage (per week):	$
Male	35.45
Female	27.08

(2) Classifications (margins per week over basic wage):

	Male	Female
	£	£
(a) Cleaner—		
Going to work once a day	6.50	6.00
Going to work twice a day	8.50	8.00
(b) Window Cleaner	7.50	—
(c) Watchman	5.60	—
(d) Caretaker	11.50	—
(e) Lift Attendant	5.25	—
(f) Domestic Science Maid	—	6.10
(g) Attendant	4.40	—
(h) Steam Cleaner	10.40	—

(3) Supervision Allowance: Workers placed in charge of others shall be paid the following weekly allowance in addition to the rates rates prescribed for his or her class of work:—

In charge of—	$
1-5 workers	1.50
6-10 workers	2.70
11-15 workers	3.50
16-20 workers	4.35

Over 20 workers—10 cents each additional worker.

FROZEN FOOD EMPLOYEES.

Award No. 30 of 1968.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 512 of 1969.

Between the Food Preservers' Union of Western Australia, Union of Workers, Applicant, and Hunts Canning Co. Pty. Ltd., and others, Respondents.

HAVING heard Mr. N. Millar on behalf of the applicant and Mr. L. Girdlestone 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 Frozen Foods Award No. 30 of 1968, be and the same is hereby amended in accordance with the following schedule and that such amendment shall take effect as from the beginning of the first pay period commencing on or after the date hereof.

Dated at Perth this 18th day of November, 1969.

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

Schedule.

Clause 7.—Wages: Subclause (7) Additional Rates—Add to existing subclause the following:—

Female workers appointed by the employer for Fish and Pea, quality control inspection shall be paid five cents per hour in addition to the rates prescribed herein.

GARDENERS.

(Education Department.)

Award No. 46 of 1968.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 540 of 1969.

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

HAVING heard Mr. T. J. Brown on behalf of the applicant and Mr. J. Gregor 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 Gardeners (Education Department) Award No. 46 of 1968, be and the same is hereby amended in accordance with the following schedule and that such amendment shall take effect as from the beginning of the first pay period commencing on or after the date hereof.

Dated at Perth this 4th day of November, 1969.

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

Schedule.

1. Clause 2. Arrangement: Delete "2A—Special Loading."

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

3. Clause 21. Wages: Delete subclauses (1) and (2) and insert in lieu thereof:

	$
(1) Basic Wage (per week)	35.45
(2) Margins (per week)	
(a) Senior Gardener Grade 1	10.00
(b) Senior Gardener Grade 2	8.65
(c) Gardener	6.70
(d) Gardener's Assistant	6.05

METAL TRADES.

(John Lysaght Ltd.)

Award No. 27 of 1967.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 284 of 1968.

Between Australasian Society of Engineers' Industrial Union of Workers, Western Australian Branch, Applicant, and John Lysaght (Aust.) Ltd., Respondent.

HAVING heard Mr. R. Anderson on behalf of the applicant and Mr. G. R. Gillies 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 Award No. 27 of 1967, as amended, be and the same is hereby further amended in accordance with the following schedule.

Dated at Perth this 4th day of November, 1969.

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

Schedule.

Clause 2.—Arrangement: Delete Subclause 2A. Special Loading.

Clause 2A—Special Loading: Delete this clause.

Clause 21—Wages—delete existing rates and insert in lieu thereof:—

21—Wages.

	$
(1) Basic Wage (per week)	35.45
(2) Adult Males (margin per week over basic wage):	
Operator, Grade I	10.85
Operator, Grade II	6.80
Recorder/Examiner	6.80
Operator's Assistant	5.30
General Hand	2.70
Tradesman	19.40
Tradesman's Assistant	4.85
Process Worker	5.30
Dogman	7.20
(3) Junior Workers—Male (per cent. of basic wage per week):	%
Under 16 years of age	25
Between 16 and 17 years of age	35
Between 17 and 18 years of age	45
Between 18 and 19 years of age	60
Between 19 and 20 years of age	75
Between 20 and 21 years of age	90

Clause 22.—Minimum Wage—Delete existing clause and insert in lieu thereof:—

22.—Minimum Wage.

(1) Notwithstanding the provisions of clause 21 hereof, no adult male worker shall be paid less than thirty eight dollars and ninety cents per week as ordinary rates of pay in respect of the ordinary hours of work prescribed by this award.

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

POLICE.

Award No. 2 of 1966.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 460 of 1969.

Between Western Australian Police Union of Workers, Applicant, and the Hon. Minister for Police Respondent.

HAVING heard Mr. S. J. Harbord on behalf of the applicant and Mr. L. Y. Hitchen 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 Police Award No. 2 of 1966 as amended, be and the same is hereby further amended in accordance with the following schedule.

Dated at Perth this 13th day of November, 1969.

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

Schedule.

Clause 7—Higher Duties: Delete this clause and insert in lieu thereof.

7.—Higher Duties.

Where any permanent position occupied by an Officer of defined rank becomes temporarily vacant and an employee whose ordinary rate of pay is lower than the minimum rate applicable to the vacant position is instructed to act in that position, he shall be paid at the higher rate for the time he so acts if the acting period exceeds ten consecutive working days.

RAILWAY EMPLOYEES.

Award No. 18 of 1969.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 507 of 1969.

Between West Australian Amalgamated Society of Railway Employees Union of Workers, Applicant, and Western Australian Government Railways Commission, Respondent.

HAVING heard Mr. P. Wilson on behalf of the applicant and Mr. J. Lund 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 Railway Employees Award No. 18 of 1969, as amended, be and the same is hereby further amended, in accordance with the following schedule and that such amendment shall take effect as from the beginning of the first pay period commencing on or after the date hereof.

Dated at Perth this 4th day of November, 1969.

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

Schedule.

Clause 44.—Wages.

Delete Item (111) (a) of this clause and insert in lieu thereof:

Item No.	Designation and margin over basic wage:	$
(111)	Wood Machinist.	
	(a) First class comprising the following machines:— Wood lathe, variety wood lathe, edge moulding and shaping machine, two spindle wood	

	$
shaping machine, moulding machine with four or more heads, vertical tenoning machine, Universal tenoning machine, No. 3½ tenoning machine, blind style mortiser, universal general joiner (except when doing square face work with single cutter)	19.40

RAILWAY EMPLOYEES.

Award No. 18 of 1969.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION

No. 436 of 1969.

Between the Boilermakers' Society of Australia, Union of Workers, Coastal Districts, W.A. and others, Applicants, and Western Australian Government Railways Commission, Respondent.

Before Mr. Commissioner E. R. Kelly.

The 4th day of November, 1969.

Mr. F. W. Bastow on behalf of The Boilermakers' Society of Australia, Union of Workers, Coastal Districts, W.A.

Mr. P. A. Wilson on behalf of the West Australian Amalgamated Society of Railway Employees Union of Workers, the Federated Moulders (Metals) Union of Workers, Perth, and the Electrical Trades Union of Workers of Australia (Western Australian Branch), Perth.

Mr. R. Anderson on behalf of the Australasian Society of Engineers Industrial Union of Workers, Western Australian Branch.

Mr. J. H. Mutton on behalf of the Amalgamated Engineering Union of Workers, Perth Branch.

Mr. J. A. Lund on behalf of the respondent.

Judgment.

THE COMMISSIONER: This is an application to amend clause 44 (Wages) of the Railway Employees' Award No. 18 of 1969 by deleting item 131 and substituting the following:—

Item.		$
(131)	Adult workers shall be paid the following additional amounts which shall be deemed to be part of the total wage for all purposes (per week):	
	(i) Tradesmen	1.50
	(ii) Other workers in receipt of a margin in excess of six dollars and thirty cents	0.75
	(iii) Workers whose margin does not exceed six dollars and thirty cents	0.50

The application is made by the unions party to the award and is opposed by the respondent. In addition, the respondent has counterclaimed for the substitution of an amount of eight dollars for the amount of six dollars and thirty cents appearing in the claim, if the claim is allowed.

The application, if granted, will restore the provision in question to the form in which it appeared in the award applying to railway employees prior to the 26th September, 1966. On that date, the Commission in Court Session allowed an appeal from a decision of the Commission, as presently constituted, and deleted the "additional amount" payable to tradesmen in consequence of the application to tradesmen in the railway service of the margin then recently awarded under the Metal Trades (General) Award. In so doing, however, the Commission in Court Session said—

> . . . We wish to make it quite clear, however, that we would be prepared to restore the allowance, if at any time it appeared necessary to do so for the purpose of conforming to the principles on which it was originally based. (46 W.A.I.G. 1009 at p. 1010).

The principle on which the "allowance" was said to have been based was "to ensure that the secondary wage of railway tradesmen was, generally speaking, comparable with the secondary wage of similar tradesmen, in the same industry, elsewhere in Australia".

For the purpose of conforming to that principle, it is necessary to restore the allowance and it appears to me that I now have little option but to fulfil the promise made by the Commission in Court Session.

The respondent's objection really consisted of a submission that the Commission had shown a lack of consistency in dealing with matters affecting railway employees and had acted to the respondent's disadvantage in using intra-State comparisons on some occasions and inter-State comparisons on others. In particular, the respondent referred to a recent decision of the Commission in which the amount of a foundry allowance was fixed by reference to the rate payable in all other foundries in Western Australia rather than the lesser rate payable in most railway foundries in the Eastern States (49 W.A.I.G. 821). It is not my intention to canvass that decision beyond saying that it did not give express or implied recognition to a principle that all rates and conditions of employment in the Railway Employees' Award should be based on rates and conditions in other Western Australian awards. Nor is it my intention to canvass other decisions mentioned by Mr. Lund in which Eastern States' railway awards have been followed beyond saying that none of them gives express or implied recognition to a principle that all rates and conditions in the Railway Employees' Award should invariably reflect the rates and conditions in the Eastern States' railway awards. The latter awards have, as I said in 1966, been recognised as the primary guide to what is fair and reasonable in the State award but the Commission could not adopt them as the sole guide without abdicating its duty to act "according to equity, good conscience and the substantial merits of the case". Each case coming before the Commission must be dealt with on its own merits and although in railway matters the provisions of the Eastern States' railway awards must always carry considerble weight, the Commission cannot, on that account alone, blind itself to other factors which may, in any particular case, point to a departure from the Eastern States' provisions. In the present case the application is in general conformity with Eastern States' provisions and, subject to what is advanced in relation to the respondent's counterclaim, will be allowed.

Order accordingly.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 436 of 1969.

Between the Boilermakers' Society of Australia, Union of Workers, Coastal Districts, W.A. and others, Applicants, and Western Australian Government Railways Commission, Respondent.

HAVING heard Mr. F. W. Bastow on behalf of The Boilermakers' Society of Australia, Union of Workers, Coastal Districts, W.A., Mr. P. A. Wilson on behalf of the West Australian Amalgamated Society of Railway Employees Union of Workers, the Federated Moulders (Metals) Union of Workers, Perth, and the Electrical Trades Union of Workers of Australia (Western Australian Branch), Perth, Mr. R. Anderson on behalf of the Australasian Society of Engineers' Industrial Union of Workers, Western Australian Branch, Mr. J. H. Mutton on behalf of the Amalgamated Engineering Union of Workers, Perth Branch and Mr. J. A. Lund on behalf of the respondent, I, the undersigned, Commissioner of The Western Australian Industrial Commission, in pursuance of an allocation to me under section 54 of the Industrial Arbitration Act, 1912-1968, and in pursuance of the powers contained in section 92 of the said Act, and all other powers therein enabling me, do hereby order and declare—

That the Railway Employees' Award No. 18 of 1969, as amended, be and the same is hereby further amended in accordance with the following schedule and that such amendment shall take effect as from the beginning of the first pay period commencing on or after the date hereof.

Dated at Perth this 6th day of November, 1969.

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

Schedule.

Clause 44.—Wages: Delete item (131) and insert in lieu thereof:—

		$
(131)	Adult workers shall be paid the following additional amounts which shall be deemed to be part of the total wage for all purposes (per week):	
	(i) Tradesmen	1.50
	(ii) Workers in receipt of a margin in excess of eight dollars	0.75
	(iii) Workers whose margin does not exceed eight dollars	0.50

AGREEMENTS—INDUSTRIAL—

Registered—

SHEET METAL WORKERS.

(Metropolitan Water Supply, Sewerage and Drainage Board.)

INDUSTRIAL AGREEMENT.

No. 8 of 1969.

(Registered 31st October, 1969.)

THIS Agreement made in pursuance of the Industrial Arbitration Act, 1912-1968, this 31st day of October, 1969, between the Metropolitan Water Supply, Sewerage and Drainage Board of the one part; and the Plumbers and Sheet Metal Workers Union of Western Australia of the other part, that for the consideration hereinafter appearing the parties hereto mutually covenant and agree the one with the other as follows:—

That apprentices may be employed by the Metropolitan Water Supply, Sewerage and Drainage Board in the sheet metal industry and that the said apprentices shall be bound by the conditions and rates of pay prescribed by the Sheet Metal Workers (S.E.W.) Agreement Number 32 of 1963 as amended.

Basic Wage:	$
Adult males (per week)	35.45

Area and Scope.

This Agreement shall apply to apprentice sheet metal workers employed by the Metropolitan Water Supply, Sewerage and Drainage Board.

Term.

The term of this Agreement shall be for three years from the date hereof.

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

Signed for and on behalf of the said Metropolitan Water Supply, Sewerage and Drainage Board in the presence of—
G. D. JOHNSON.

G. SAMUEL.

The Common Seal of the Plumbers and Sheet Metal Workers Union of Western Australia was affixed hereunto in the presence of—
A. BROWN,
Commisioner for Declarations.
[L.S.] S. J. MUTTON.

PUBLIC SERVICE ARBITRATION—

Agreements—Filed—

PUBLIC SERVICE ARBITRATION ACT, 1966.

PURSUANT to the provisions of the Regulation 12 (1) of the Public Service Arbitration Regulations the following Agreement No. 73/69 is hereby published for general information.

F. P. McGRATH,
Registrar.

State Public Service.

Public Health Department.

PHYSICISTS (STATE X-RAY LABORATORY) SALARIES AGREEMENT, 1969.

No. 73 of 1969.

THIS Agreement made pursuant to the provisions of the Public Service Arbitration Act, 1966 of Western Australia, this 3rd day of November, 1969

between The Civil Service Association of Western Australian Incorporated (hereinafter referred to as the Association) of the one part and the Minister for Public Health (hereinafter referred to as the Employer) 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 Physicists (State X-ray Laboratory) Salaries Agreement, 1969.

2.—Arrangement.

3.—Scope.

This Agreement shall apply to all officers employed in the State X-ray Laboratory as Physicists.

4.—Adjustment of Salary Rates.

The salaries and salary ranges allocated pursuant to this Agreement shall be automatically varied to conform to any variations which are made from time to time in the equivalent salary rates in the Public Service Professional Division (Scientific Officers) Salaries Agreement, No. 47 of 1968.

5.—Salaries.

The salaries and salary ranges to be allocated to offices covered by this Agreement shall be those which the Employer considers appropriate taken from the salaries and salary ranges set out in Clauses 5 and 6 of the Public Service Professional Division (Scientific Officers) Salaries Agreement, No. 47 of 1968.

6.—Placement and Annual Increments.

(a) Where a salary range is allocated to an office, the officer occupying such office shall be placed on the appropriate point in the salary range on the basis of years of service in the office.

(b) Subject to good conduct, diligence and efficiency an officer shall proceed to the maximum of the salary range allocated to the office by way of annual increments in accordance with the scale.

7.—Copies of Agreement.

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

8.—Term of Agreement

This Agreement shall operate as from and including the Eleventh day of November, 1968 and shall remain in force for a period of three years, provided that at any time after the expiration of the first twelve months from the date of this Agreement or of the expiration of any period of twelve months from the date of any variation thereof, either of the parties may negotiate with the other party to amend or add to this Agreement.

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

Signed by the Hon. The Minister for Public Health—
G. C. MacKINNON.

In the Presence of—
D. R. FITZPATRICK.

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

PUBLIC SERVICE ARBITRATION ACT, 1966.

PURSUANT to the provisions of the Regulation 12 (1) of the Public Service Arbitration Regulations the following Agreement No. 74/69 is hereby published for general information.

F. P. McGRATH,
Registrar.

State Public Service.

Public Health Department.

PROFESSIONAL ENGINEERS (STATE X-RAY LABORATORY SALARIES AGREEMENT 1969.

No. 74 of 1969.

THIS Agreement made pursuant to the provisions of the Public Service Arbitration Act, 1966, of Western Australia, this 3rd day of November, 1969, between The Civil Service Association of Western Australia Incorporated (hereinafter referred to as the Association) of the one part and the Minister for Public Health (hereinafter referred to as the Employer) 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 Professional Engineers (State X-Ray Laboratory) Salaries Agreement, 1969.

2.—Arrangement.

3.—Scope.

This Agreement shall apply to all officers employed in the State X-Ray Laboratory as Professional Engineers.

4.—Adjustment of Salary Rates.

The salaries and salary ranges allocated pursuant to this Agreement shall be automatically varied to conform to any variations which are made from time to time in the equivalent salary rates in the Public Service (Professional Engineers) Salaries Agreement, No. 5 of 1968.

5.—Salaries.

The salaries and salary ranges to be allocated to offices covered by this Agreement shall be those which the Employer considers appropriate taken from the salaries and salary ranges set out in Clause 5 of the Public Service (Professional Engineers) Salaries Agreement, No. 5 of 1968.

6.—Placement and Annual Increments.

(a) Where a salary range is allocated to an office, the officer occupying such office shall be placed on the appropriate point in the salary range on the basis of years of service in the office.

(b) Subject to good conduct, diligence and efficiency an officer shall proceed to the maximum of the salary range allocated to the office by way of annual increments in accordance with the scale.

7.—Copies of Agreement.

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

8.—Term of Agreement.

This Agreement shall operate as from and including the eighth day of April, 1968, and shall remain in force for a period of three years, provided that at any time after the expiration of the first twelve months from the date of this Agreement or of the expiration of any period of twelve months from the date of any variation thereof, either of the parties may negotiate with the other party to amend or add to this Agreement.

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

Signed by the Hon. The Minister for Public Health—

G. C. MacKINNON.

In the presence of—

D. R. FITZPATRICK.

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

J. R. FLETCHER, Trustee.

B. E. CORBOY, Trustee.

B. J. COLLIER, General Secretary.

[L.S.]

COMPULSORY CONFERENCES—

Hamersley Iron Pty. Ltd., Amalgamated Engineering Union and Others.

No. 536 of 1969.

A COMPULSORY conference was held in Perth on 29th October, 1969, before the Chief Industrial Commissioner, Mr B. M. O'Sullivan.

Present:

Mr T. P. Lynch, accompanied by Messrs P. Hutchinson and R. J. Livingston, on behalf of the Company.

Mr J. Coleman on behalf of the Trades and Labour Council.

Messrs J. Mutton (accompanied by Messrs S. Wagner and B. Paxton), R. W. Fletcher (accompanied by Mr F. Stone), J. Bainbridge (accompanied by Mr P. McNaulty), G. Brown, G. Bull, J. Quinn, S. Mutton, T. Butler, F. Mitchell, G. Grenfell and M. Jahn on behalf of various Unions.

The conference was called as a result of a letter received from the State Secretary of Australian Mines and Metals Association dated 28th October, 1969, written on the authority of Hamersley Iron Pty Limited and concerned the then existing circumstances surrounding a strike by workers at both Dampier and Mount Tom Price.

The conference was informed that a meeting had taken place between Company representatives and representatives of the Trades and Labour Council and the Unions concerned and after long discussion, at that meeting the following decision was adopted—

At discussions today between representatives of the Company, Union officials and representatives from Dampier and Tom Price, the following proposals were agreed to:

The parties recognise that problems related to safety and other hazardous situations may arise from time to time which require immediate attention and decision.

To this end the parties agree on the following procedure:

(a) In the case of a matter being raised by a job steward or a foreman on a particular site, the foreman and job steward shall confer immediately in an attempt to resolve the matter to the satisfaction of all concerned.

(b) Failing agreement between the foreman and the job steward the head of the department and the senior job steward for the Union or Unions concerned shall immediately confer and reach agreement.

(c) An unsafe and/or hazardous situation shall be defined as a practice on a work site which is considered to endanger the safety of a worker or workers.

That upon an immediate acceptance of these terms by the workers, the Company is prepared to commence immediate negotiations with the Unions and representatives on the issues in dispute.

Further negotiations shall commence upon advice of such acceptance and a return to work by those involved.

The workers at Dampier and Tom Price refused to return to work and at the time the conference was convened had not commenced work and had further resolved not to commence work.

After discussion at the conference it was decided that the conference should be adjourned and immediate steps be taken for Mr Coleman and officials from three of the Unions to journey to Dampier and Tom Price to take the necessary steps to have the workers resume their duties and

then arrange for discussion to be undertaken between the Trades and Labour Council, the Unions and the Company representatives on the matters out of which the industrial unrest arose including the questions of dust and the resultant hazard to safety and health.

The conference was adjourned.

BAKERS' PASTRYCOOKS' AND CONFECTIONERS' UNION OF WORKERS AND BREAD MANUFACTURERS' UNION OF EMPLOYERS.

No. 535 of 1969.

A COMPULSORY conference was held before the Chief Industrial Commissioner, Mr. B. M. O'Sullivan, at Perth on 29th October, 1969.

Present:

Messrs J. Skidmore, W. Latter and J. Watterson representing the Union and

Mr. G. J. Martin representing the Bread Maufacturers' Union of Employers, generally knows as Master Bakers' Association.

The conference was called as a result of a letter from the Union dated 27th October, 1969, addressed to the Commission.

The conference was informed that over a recent period discussions had been undertaken between the Union and the Association concerning matters connected with wages, classification of workers, training of workers and apprenticeship. These discussions had taken place in an endeavour to adjust the workings of the industry as was expressed in the judgement delivered in the Bakers' Case appearing in 49 W.A.I.G. at p. 129.

It was disclosed at the conference that in the course of the discussions the question of an early starting time in some circumstances was raised and, though the reason was not able to be clarified, was discussed with the other matters. Correspondence passed between the parties containing proposals on the questions discussed and in one letter from the Association to the Union it was expressed that agreement on the questions of wages, classification, hours and apprenticeship would be conditional upon agreement on the question of earlier starting times. To the condition the Union stated objection but, on behalf of the Association, Mr. Martin said that the matter of the objection had not been dealt with by the Association and he was not able to assist the conference on the question of the condition stated.

The Commissioner expressed the opinion that in the appropriate workings of the industry the question of earlier starting might be a matter to be considered but it was for the parties to determine whether it was or not.

The Commissioner recommended that the Master Bakers' Association withdraw any condition imposed upon the proposals made on questions of wages, classification, hours and apprenticeship whereby such proposals would not be implemented unless there is an agreement as to the variation of hours of work.

The Commissioner further recommended that the parties undertake further private discussions and investigate the relevance of any change of hours in the other questions previously discussed.

The conference concluded.

MEAT INDUSTRY EMPLOYEES' UNION AND GERALDTON MEAT EXPORTS PTY. LTD.

No. 542 of 1969.

A COMPULSORY conference was held before the Chief Industrial Commissioner, Mr. B. M. O'Sullivan, at Geraldton the the 31st day of October, 1969.

Present: Mr. D. Beaton, representing the Union, accompanied by Mr. R. Ariti and other slaughtermen members of the Union; Mr. Parks, representing the employer, accompanied by Messrs. R. Allan and R. Harrison.

The conference was called at the request of the Secretary of the Union made by a letter dated 30th October, 1969.

The conference concerned the dismissal of Union members who had been slaughtermen engaged as mutton chain workers at the employer's abattoir at Geraldton. The conference was informed that the facts leading up to the dismissal were that on 21st October, 1969, a worker named Willison had been engaged by the foreman and placed as a team member on the mutton chain at the pelting station of the chain at the time the task of "flanking" was being carried out by a learner who also was introduced to the chain that day. On 21st October the Union delegate, Ariti, protested to the foreman against the worker Willison being included in the team for the purpose of tally because he claimed he was not competent. The foreman spoke to some of the chain slaughtermen concerning the competence of Willison and found no complaint by them and confirmed his opinion that the worker was competent. On 29th October the delegate again complained as to the worker's competence but the foreman again declared his opinion that he was competent and that if other members of the team did not assist him in the tasks they would be dismissed. The members of the chain team decided that they would not assist the worker in performance of the tasks and that they would not continue to work whilst he was a member of the team and work stopped. Following the stoppage the workers were told that if they refused to work they would be dismissed and upon their continued refusal the employer dismissed the members of the chain team except Willison.

Before the workers left the abattoir site they were told that if they would resume their work they would be re-instated without loss of entitlements but they did not resume that day and in fact did not report for work on Thursday, 30th.

At the commencement of the conference the employer's representative advised the conference that the employer would not forfeit the right to hire or fire workers and that it would not undertake to abide by any decision of the conference which might recommend re-instatement of workers but it was willing to re-employ such of the workers as applied for work.

It was disclosed at the conference that the worker concerned had led the foreman to believe that he had been a chain slaughterman at Midland Junction Abattoir for a period of five weeks. Later the foreman was informed that he had been a "learner" at Midland Junction for the five weeks mentioned. Doubts were raised at the conference as to the length of time the worker had actually been employed as a learner at Midland Junction and as to the degree of competence he had reached during the period.

Following discussions between the parties and the Commissioner, it was decided that the following practices would be observed:—

(1) In the event of Management engaging a worker who claimed he was a competent mutton chain slaughterman, the worker would be given work on the chain but on the first day of such work he would not be included as a member of the team for the purpose of calculating tally. If the worker was apparently competent and his competence was agreed between the foreman and the chain delegate, he could be included as a team member as from the second day of employment. A period of up to three days' trial on the chain outside the team would serve as a sufficient period and if no agreement of competence could be reached, then an agreed third party would be called to adjudge the competence of the worker and that decision would be accepted by both parties.

(2) In the event of a "learner" being adjudged competent by both the foreman and the chain delegate, the learner may be engaged as a team member. In the event of dispute as to competence, an agreed third party would be called to adjudge competence and the decision of the third party will be accepted by both parties.

The representatives of the workers undertook that the mutton chain slaughtermen would not stop work for any reason other than for reason of safety, without prior notice of their intention being given to the Union or, in the event of not being able to contact the Union, the Industrial Registrar.

The manager of the abattoir gave an assurance that he would make the Works telephone available to the delegate for the purpose of making contact with the Union or the Registrar as undertaken.

The Commissioner expressed his recognition of the right of an employer to "hire or fire" workers in accordance with the provisions of the statute and the awards governing industries and he did not demur from that recognition, but this particular instance had features distinguishable from other cases and in the cause of industrial peace at the Geraldton Abattoir, in particular, and within the industry in general, he requested the employer to act upon the recommendation he made.

The Commissioner's recommendation was that the employer re-instate the mutton chain slaughtermen dismissed on 29th October and that they not be deprived of or forfeit any rights or privileges they had acquired up to that date and that the worker, Willison, be placed in the chain as a "learner" for a period of at least a week and that at an appropriate time he be tested as to competence under the same circumstances as any other learner.

The Commissioner was advised by the Union representative that the recommendation was acceptable and that the mutton chain slaughtermen agreed to work with Willison under such conditions.

The Manager of the abattoir advised the Commissioner that, in view of the request made and on the basis upon which it was made, he would accept the recommendation and act upon it.

The conference was concluded.

MIDLAND JUNCTION ABATTOIR BOARD AND WEST AUSTRALIAN BRANCH, AUSTRALASIAN MEAT INDUSTRY EMPLOYEES' UNION, INDUSTRIAL UNION OF WORKERS, PERTH.

No. 521A of 1969.

A COMPULSORY conference was held before Mr. Commissioner D. E. Cort on the 14th October, 1969, in relation to a continuing stoppage of mutton chain slaughtermen at the Midland Abattoir. The initial stoppage related to steam on the viscera tables but on the 14th October the men resolved not to resume work until paid for the holiday on the 13th October, the three days of the strike in the previous week and waiting time until steam was removed from the tables.

The conference was adjourned on that day and resumed on the 17th October when, after discussion, the Commissioner put forward suggestions in an effort to resolve the dispute. The conference was further adjourned to give the parties an opportunity to consider those suggestions.

Subsequently work resumed, without agreement being reached on the three aforementioned claims, and the Commissioner was advised that it was not intended to seek a re-opening of the conference and the file was closed.

MIDLAND JUNCTION ABATTOIR BOARD AND MEAT INDUSTRY EMPLOYEES' UNION.

No. 556 of 1969.

A COMPULSORY conference was held before the Chief Industrial Commissioner, Mr. B. M. O'Sullivan, on Monday, 3rd November, 1969, at Perth.

Present:

Mr. L. Hitchen for the Midland Junction Abattoir Board accompanied by Messrs. R. Manning, J. Mountain and W. Todd.

Mr. D. Beaton for the Union accompanied by Mr. D. Skipworth and Mrs. C. Brandis.

The conference was called at the request of the representative of the Abattoir Board made by letter dated 3rd November, 1969, and concerned a stoppage of work by workers members of the Union employed on the mutton slaughtering and chilling sections of the abattoir.

The conference was informed that workers on the mutton floor had held a meeting at 8.45 a.m. on 3rd November and following that meeting representatives of the workers had approached the Management of the abattoir and asked the reason for dismissal of some workers. The reason given to the representatives was that the workers were given notice on the grounds that they were not performing their work in a satisfactory manner. Following a second meeting of the workers held at 10.45 a.m., the Management was told that the workers would "clean up" only what stock had been killed and would refuse to carry out further work until the workers dismissed were reinstated. At the time of the conference the workers dismissed and about whom the workforce was concerned, were one man and one woman. Both the workers had been given due notice in accord with the award provisions.

The conference was informed that the delegate for the section in which the man was employed had taken no action or made any inquiry on his behalf, but had enquired as to the reasons for dismissal of the woman and upon being told he expressed satisfaction with the reasons.

It became known at the conference that at no time prior to either of the meetings of 3rd November did any Union delegate or member inform the Union officers of the action being taken and in fact it was not until after the workers had left the site that the Union officers learnt of the stoppage and they were given the information by the Abattoir Management.

No justification for the stoppage was able to be brought before the conference. The Commissioner drew attention to the provisions in the award relative to the hiring or dismissing of workers and it was apparent that notice had been given in accordance with award requirements.

The Commission recommended to the Union that it take all steps available to it through the Union rules, the award and the Industrial Arbitration Act to direct and cause its members to resume their work forthwith.

The conference concluded.

WEST AUSTRALIAN BRANCH, AUSTRALASIAN MEAT INDUSTRY EMPLOYEES' UNION, INDUSTRIAL UNION OF WORKERS, PERTH AND WEST AUSTRALIAN MEAT EXPORT WORKS, ROBBS JETTY.

No. 483 of 1969.

AT the request of the abovenamed union a compulsory conference was held before Mr. Commissioner D. E. Cort on the 25th September, 1969.

The dispute arose out of a request by the union on behalf of the mutton chain slaughtermen for a labourer to be placed on the chain by management to remove pelts from heads on the "S" chain.

After hearing both parties the conference was adjourned, to be reconvened at the request of the union on a later occasion if necessary.

The Commission was subsequently advised the parties had reached agreement.

WEST AUSTRALIAN NEWSPAPERS LIMITED AND PRINTING AND KINDRED INDUSTRIES UNION, WESTERN AUSTRALIAN BRANCH, INDUSTRIAL UNION OF WORKERS.

No. 530 of 1969.

A COMPULSORY conference was held before Mr. Commissioner E. R. Kelly at the Western Australian Industrial Commission, 638 Murray Street, West Perth, on the 22nd October, 1969.

The conference was convened at the request of West Australian Newspapers Limited following the refusal of the West-News Chapel to accept a proposed new weekly roster of hours.

BOARDS OF REFERENCE—
Decisions of—

METAL TRADES KWINANA AREA (LARGE INDUSTRIAL OR CIVIL ENGINEERING PROJECTS).

Agreement No. 368 of 1969.

(Claim for additional payment whilst working under excessive confined space conditions.)

In the matter of an Agreement No. 368 of 1969 made pursuant to Section 171 of the Industrial Arbitration Act 1912-1968, and in the matter of a Board of Reference thereunder.

Messrs. R. Bowyer, Chairman; F. W. Bastow, Workers' Representative; and H. J. de Burgh, Employers' Representative.

Decision.

1. A CLAIM was made herein on behalf of boilermaker welders, tradesmen's assistants and riggers for an additional payment of thirty cents an hour for work claimed to be excessive confined space conditions encountered by these workers employed by Riley Dodds Aust. Ltd. on the construction site at Kwinana of the State Electricity Commission generating station.

2. The unions involved in the claim are the Boilermakers Society and the Amalgamated Engineering Union.

3. Clause 12 of the Agreement provides that where extreme confined space conditions are encountered attributable to sources other than normal construction work disabilities, a Board of Reference shall investigate the specific complaint and determine remedial measures required and/or award a disabilities allowance if warranted.

4. It is acknowledged by the parties to this dispute that the rates of wages prescribed by the Agreement contain an element in compensation for what could be termed normal confined space conditions.

5. Inspections were made of the several areas to which the claim is related and these could be listed as follows:—

(1) Reheater central weld.
(2) Economiser outlet weld.
(3) Reheater outlet to header.
(4) Rear water wall to header.
(5) Superheater to headers.
(6) Drum (internal).
(7) Furnace bottom header.
(8) Recirculation duct.
(9) Boiler inlet duct.
(10) Air Heater.

These positions are marked on a plan of the unit which will remain on record in the Commission.

6. Management conceded excessive confined space conditions for all the areas listed above except as to areas 7, 9 and 10. Area 8 is completed. This involved a middle weld in a space of two feet by three feet and approximately twenty feet from the entrance. There appeared to be a concession that the time spent on the middle weld would warrant payment of an allowance.

7. The riggers were concerned with pipe work and getting tubes into position in area covered by items 1 to 5. The tradesmen's assistants prepared work for the welders in the areas concerned with the boiler work.

8. In conceding the areas mentioned, management suggested that a rate of five cents per hour would be sufficient compensation for welders with something slightly less for the other workers.

9. With the continual moving in and out of certain areas there may be some checking and bookkeeping difficulties associated with a payment on an hourly rate but any other method of assessment would probably create worse difficulties.

10. The question for determination seem to be therefore, what areas should attract an extra rate, whether rates as between areas should vary, whether there should be any variation as between different types of workers, what the commencement time for payment should be and what the method of assessment should be.

11. I do not think the Board would be justified in prescribing different rates for different workers as generally the discomfort suffered by all would be fairly consistent.

12. As to what areas should attract an extra rate, it is my opinion that the claim should not succeed as to areas 9 and 10 and I am not quite convinced as to area 7 which is quite an open area but contains an element of the assumption of an uncomfortable position for welders and tradesmen's assistants. This perhaps would be a position which would have warranted a slightly lesser amount than generally. Work there is completed.

13. As to the areas conceded by management, I would agree that particularly with regard to 1, 2, 3, 4 and 5 that an extra rate should be paid for what Mr. Parish, for the employer, described as "while working at the face" and not for between areas, if these expressions can be readily understood.

14. I do not think there should be any variation in the rate prescribed. Account should be taken of varying degrees of excessive conditions in prescribing a flat hourly rate. I have already expressed the opinion that there should not be any variation of rates as between workers.

15. It is well settled that any Board decision should be effective from the date a claim is first made on the employer. We have information that claims were made soon after the agreement came into force. I would expect that the parties will be able to come to terms on any retrospective application of the determination herein.

16. In my opinion this matter should be determined in the following manner:—

(a) For work performed in the places described as areas 1, 2, 3, 4 and 5 (re work at "the face" and not in between areas) an extra rate of ten cents per hour for welders, tradesmen's assistants and riggers.

(b) A similar rate for work to be performed inside the drum being area 6 and for work performed in area 7 for times when a confined space situation was experienced.

(c) Application of the rate to commence from a date which I am encouraged to believe can be established by agreement between the parties. Leave is reserved to refer the matter of any dispute as to the date of application if necessary.

(d) The matter of the middle weld in area 8 is not considered to be of sufficient magnitude for any prescription to be made. In any case management said that it would not quibble over payment for this area as the job was of such short duration.

17. Mr. de Burgh dissents as to the amount of the allowance and considers that a rate of eight cents per hour would be sufficient compensation. Mr. Bastow considers that area 9 should have attracted the extra rate. The decision will therefore be in accordance with Clause 16 hereof.

Dated at Perth this 4th day of November, 1969.

R. BOWYER,
Chairman.

METAL TRADES KWINANA AREA (LARGE INDUSTRIAL OR CIVIL ENGINEERING PROJECTS).

Agreement No. 368 of 1969.

(Claim for payment of an allowance whilst working under excessive dusty conditions.)

In the matter of The Metal Trades Kwinana Area (Large Industrial or Civil Engineering Projects) Agreement No. 368 of 1969, and in the matter of a Board of Reference thereunder.

Before Messrs R. R. Ellis, Chairman; H. J. de Burgh, Employers' Representative; and G. Grenfell, Employees' Representative.

Decision.

1. IN this matter the Amalgamated Engineering Union, of Workers, of Western Australia and The Boilermakers' Society of Australia, Union of Workers, Coastal Districts, W.A., submitted a claim to the Board for the payment of 10c per hour to their members because of alleged excessively dusty conditions encountered during the construction of Section 50R at the Alcoa Aluminium Refinery site at Kwinana.

2. The employer-sub-contractor, Structural Engineering Co., of W.A. Pty Ltd, opposed the claim and submitted that measures had been taken to overcome the problem. This dispute originated both from normal surface dust and alumina dust from the refinery which was operating at the same time as the construction was proceeding.

3. The agreement under which this Board operates is one of very recent origin and is confined to large civil engineering projects in the Kwinana area. Clause 12 thereof requires the Board to determine the remedial measures required and/or award a disability allowance if deemed necessary in the circumstances.

4. The history leading to the board being sought warrants recording. One or two weeks prior to the union submitting a written request on the 7th October, 1969 to the employer for payment of the allowance, workers on the site had approached management regarding the alleged dust problem caused by prevailing winds. Following the written request, management considered the matter and after discussion with the union indicated that they considered an allowance was not warranted. Further, that they were not bound by Clause 12 of the Agreement and as a consequence would not agree to a Board of Reference. A stoppage of work by the men followed on the 21st

October. Further discussion took place between the union and management who then agreed that they would abide by the Board of Reference decision. The men resumed work on the 24th October, 1969.

5. Mr J. Marks, for both unions, informed the Board that the conditions inspected by the Board on the 28th October, 1969 had considerably improved from when the dispute arose and each shop steward of the unions indicated to the Board that if the present conditions were maintained they would be quite happy as they would prefer the disabilities to be removed rather than receive compensation for same.

6. Mr Marks' final submission was that whilst the situation at the time of inspection was satisfactory, the men should receive some compensation in the form of allowance from the 7th October, until the men ceased work on the 21st October, 1969.

7. During the week ending the 24th October, the employer made arrangements to remove a considerable amount of the fine dust lying at ground level and where practical, watered down this area. At various height levels a considerable amount of fine alumina dust which had accumulated over a period of time was removed. In addition, arrangements had been made with the main contractor to provide tarpaulin screens in an effort to block off the dust from the operating section of the refinery.

8. Mr C. Parks, for the employer, pointed out that the rates of pay set out in the Agreement included all disabilities unless excessive obnoxious conditions were experienced. He submitted that the construction of Section 50R was in progress when the negotiations took place leading up to the agreement and as such no allowance should be paid. He confirmed that the remedial measures outlined in 7 above had taken place with the exception of erecting the tarpaulins as management had only that day been advised by the workers where they wanted the tarpaulins erected.

9. The Board reached unanimous agreement on the following points:—

(a) that the remedial measures at ground level which had been instituted the previous week should continue.

(b) that there should continue to be regular cleaning out of the extractor fan or duct; and

(c) that the tarpaulins should be erected forthwith in an endeavour to ascertain whether they are successful in blocking off the major portion of the alumina dust from the operating refinery.

I gave a great deal of thought as to whether some allowance should be paid to the workers between the period the 7th to 21st October because the shop stewards indicated that had the employer agreed initially to the Board of Reference, the stoppage would not have occurred but finally decided against it.

Mr. Grenfell dissents on the question of the payment of the allowance between the 7th and 21st October, 1969. The decision of the Board is that the employer is to comply with (a), (b) and (c) of paragraph 9 hereof.

Dated at Perth the 31st day of October, 1969.

R. ELLIS,
Chairman.

UNIONS—

Amendment of Rules—

FEDERATED ENGINE DRIVERS AND FIREMEN'S UNION.

NOTICE.

I, THE UNDERSIGNED, ASSISTANT REGISTRAR of the Western Australian Industrial Commission, hereby give notice that, pursuant to a direction given to me by the Commission in Court Session and dated the 31st October, 1969, I have this day registered amendments to the Registered Rules of The Federated Engine Drivers and Firemen's Union of Workers of Western Australia in accordance with the said direction which is set out at the foot of this notice.

Dated the 12th day of November, 1969.

R. R. ELLIS,
Assistant Industrial Registrar.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

File No. 238 of 1922.

In the matter of the Industrial Arbitration Act, 1912-1968, and in the matter of an application by The Federated Engine Drivers and Firemen's Union of Workers of Western Australia for amendment of its rules.

HAVING heard Mr. M. J. Hurley on behalf of the applicant union, there being no party desiring to be heard in opposition thereto, and upon being satisfied that the requirements of the abovementioned Act and the regulations made thereunder have been complied with, the Commission in Court Session, pursuant to the powers vested in it by section 23 of the said Act, doth hereby direct the Registrar to register an amendment of the rules of the applicant union in accordance with the directions given by the Commission in Court Session at the hearing of the application on the 31st day of October, 1969.

Dated at Perth this 31st day of October, 1969.

By the Commission in Court Session,

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

FEDERATED MISCELLANEOUS WORKERS' UNION.

NOTICE.

I, THE UNDERSIGNED, ASSISTANT REGISTRAR of The Western Australian Industrial Commission, hereby give notice that, pursuant to a direction given to me by the Commission in Court Session and dated the 31st October, 1969, I have this day registered amendments to the Registered Rules of the Federated Miscellaneous Workers' Union of Australia, West Australian Branch, Union of Workers in accordance with the said direction which is set out at the foot of this notice.

Dated the 12th November, 1969.

R. R. ELLIS,
Assistant Industrial Registrar.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

File No. 4 of 1956.

In the matter of the Industrial Arbitration Act, 1912-1968, and in the matter of an application by the Federated Miscellaneous Workers' Union of Australia for amendment of its constitutional rule.

HAVING heard Mr. W. S. Latter on behalf of the applicant union, Mr. R. A. Hartley on behalf of The West Australian Jewellers, Watchmakers, Optical Technicians and Allied Trades Industrial Union of Workers, Mr. A. G. Barker on behalf of The Association of Architects, Engineers, Surveyors and Draughtsmen of Australia, Union of Workers, Western Australian Division, Mr. C. Hollett on behalf of the Amalgamated Engineering Union of Workers of Western Australia and Mr. R. Anderson on behalf of the Australasian Society of Engineers' Industrial Union of Workers, Western Australian Branch, 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 to Rule 3.—Constitution of the rules of the applicant union in the terms of the application as filed on the 18th day of September, 1969.

Dated at Perth this 31st day of October, 1969.

By the Commission in Court Session,

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

PRINTING AND ALLIED TRADES EMPLOYERS' ASSOCIATION.

NOTICE.

I, THE UNDERSIGNED, ASSISTANT REGISTRAR of the Western Australian Industrial Commission, hereby give notice that, pursuant to directions (2) given to me by the Commission in Court Session and dated the 31st October, 1969, the union having complied with the requirements of the Commission in Court Session as indicated at the hearing, I have this day registered amendments to the Registered Rules of The Printing and Allied Trades Employers' Association of Western Australia (Union of Employers), in accordance with the said directions which are set out at the foot of this notice.

Dated the 12th day of November, 1969.

R. R. ELLIS,
Assistant Industrial Registrar.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

File No. 912 of 1921.

In the matter of the Industrial Arbitration Act, 1912-1968, and in the matter of an application by The Printing and Allied Trades Employers' Association of Western Australia (Union of Employers) for amendment of its rules.

HAVING heard Mr. E. P. Walsh on behalf of the applicant union, there being no party desiring to be heard in opposition thereto, and upon being satisfied that the requirements of the abovementioned Act and the regulations made thereunder have been complied with, the Commission in Court Session, pursuant to the powers vested in it by section 23 of the said Act, doth hereby direct the Registrar to register an amendment of the rules of the applicant union in accordance with the directions given by the Commission in Court Session at the hearing of the application on the 31st day of October, 1969.

Dated at Perth this 3rd day of November, 1969.

By the Commission in Court Session,

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

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION

File No. 912 of 1921.

In the matter of the Industrial Arbitration Act, 1912-1968, and, in the matter of an application by The Printing and Allied Trades Employers' Association of Western Australia (Union of Employers) for amendment of its constitutional rule.

HAVING heard Mr. E. P. Walsh on behalf of the applicant union, there being no party desiring to be heard in opposition thereto, and upon being satisfied that the requirements of the abovementioned Act and the regulations made thereunder have been complied with, the Commission in Court Session, pursuant to the power vested in it by section 23 of the said Act, doth hereby direct the Registrar to register an amendment to Rule 6.—Membership, of the rules of the applicant union in the terms of the application as filed on the 29th day of August, 1969.

Dated at Perth this 31st day of October, 1969.

By the Commission in Court Session.

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

UNIONS—

Application for Directions to Vary Prescribed Procedure for Amendment of Rules—

LOCOMOTIVE ENGINE DRIVERS', FIREMEN'S AND CLEANERS' UNION.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 529 of 1969.

In the matter of the Industrial Arbitration Act, 1912-1968, and in the matter of an application by The West Australian Locomotive Engine Drivers' Firemen's and Cleaners' Union of Workers for a direction under section 23 (8) of the said Act.

THE Commission in Court Session in pursuance of the powers and jurisdiction conferred on it by section 23 (8) of the Industrial Arbitration Act, 1912-1968, having heard Mr. H. T. Kingston on behalf of the applicant union hereby directs—

(1) That the procedure prescribed in the rules of the applicant union for amending, altering or repealing those rules may be varied by a resolution, in the terms set forth in clause 3 of this direction, passed and

approved by a majority of members present at a meeting of the General Committee of that union specially called for the purpose in accordance with clause 2 of this direction.

(2) That the meeting of the General Committee referred to in clause 1 of this direction shall be called by notice given in writing under the hand of the General Secretary of the applicant union to each member of the General Committee at least seven clear days before the day of that meeting and accompanied by—

(a) a copy of the amendments to the rules of the applicant union passed and approved by the 1969 Special Delegate Meeting of the union;

(b) a copy of the letter from the Acting Certifying Solicitor to the Assistant Industrial Registrar dated the 29th September, 1969, relating to the said amendments; and

(c) a copy of this direction.

(3) That the resolution referred to in clause 1 of this direction be in the terms that follow, namely,—

(a) That this General Committee may amend, repeal or alter the rules of this union in the manner and to the extent that an amendment, repeal or alteration of those rules has been passed and approved by the 1969 Special Delegate Meeting of this union.

(b) That, following the 1970 Delegate Meeting of this union, this Council may amend, repeal or alter the rules of this union in the manner and to the extent that any amendment, repeal or alteration of those rules has been passed and approved by that Delegate Meeting.

(c) That this General Committee may further amend, repeal or alter the rules of this union in the manner and to the extent necessary to obtain a certificate or declaration under section 9A of the Industrial Arbitration Act, 1912-1968, from the Certifying Solicitor or, as the case may be, the Industrial Appeal Court, with respect to any amendment, repeal or alteration referred to in paragraphs (a) or (b) of this resolution.

Dated at Perth this 31st day of October, 1969.

By the Commission in Court Session.

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

DISPUTES—

Matters Dealt with under Section 137—

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 553 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 Session, having heard Leonard Yewers Hitchen on behalf of the applicant and having read the Statutory Declaration of Raymond John Manning made on the Fourth day of November, 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 at the Midland Junction Abattoir work in accordance with the provisions of Award No. 11 of 1966 as amended.

Dated at Perth this 4th day of November, 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.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 561 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 Session, having heard Leonard Yewers Hitchen on behalf of the applicant and having read the Statutory Declaration of Raymond John Manning made on the 13th day of November, 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—

(1) That the respondent union and its officers be enjoined from encouraging, councelling, or by any other method the limiting or banning of work on bonus during ordinary hours of duty or on Saturdays as provided for in the Meat Industry (Midland Junction Abattoir) Award No. 11 of 1966, as amended.

(2) 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 in the Boning Room at the Midland Junction Abattoir work in accordance with the provisions of Award No. 11 of 1966 as amended.

Dated at Perth this 13th day of November, 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.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 560 of 1969.

Between Anchorage Butchers Pty. Ltd. Applicant, and The West Australian Branch Australasian Meat Industry Employees Union, Respondent.

Order.

THIS matter by leave of the Commission on the ground that it was of an urgent nature having been heard by the Commission in Court Session *ex parte* in Chambers and the Commission in Court Session having heard Mr. W. J. Brown on behalf of the applicant, having read the Statutory Declaration of Mr. Walter Reginald Swift made on the 12th day of November, 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 union and its officers be enjoined from encouraging, counselling, or by any other method the limiting or banning of work of tally workers during ordinary or overtime hours of duty as provided for in the Meat Export and Local Consumption (Thomas Borthwick and Sons Albany) Award No. 48 of 1955 as consolidated and amended.

(2) That forthwith the respondent union 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 workers who are members of the union, employed by Anchorage Butchers Pty. Ltd., comply with the terms of the award mentioned in paragraph (1) hereof, and so work as directed by the employer.

Dated at Perth this 13th day of November, 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 respondent.

REFERENCES OF INDUSTRIAL DISPUTES—

Joinder of Parties—

AMALGAMATED ENGINEERING UNION AND AUSTRALIAN WORKERS' UNION AND OTHERS AND AUSTRALIAN IRON AND STEEL PTY. LTD.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 532 of 1969.

In the matter of reference of Industrial Dispute No. 1 of 1968, and in the matter of an application by The Amalgamated Engineering Union of Workers of Western Australia to be joined as a party to the said reference.

HAVING heard Mr. J. H. Mutton on behalf of the Amalgamated Engineering Union of Workers of Western Australia and Mr. G. J. Martin on behalf of Australian Iron & Steel Pty. Ltd., and by consent, I, the undersigned, Commissioner of The Western Australian Industrial Commission, in pursuance of an allocation to me by the Chief Industrial Commissioner and in pursuance of the powers contained in section 71 (1) of the Industrial Arbitration Act, 1912-1968, do hereby direct—

That the abovementioned applicant union be joined as a party to Reference of Industrial Dispute numbered 1 of 1968, between the Australian Workers' Union, Westralian Branch, Industrial Union of Workers and Others and Australian Iron & Steel Pty. Ltd., and be named as an applicant therein.

Dated at Perth this 29th day of October, 1969.

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

AMALGAMATED ENGINEERING UNION AND GOVERNMENT WATER, SEWERAGE AND DRAINAGE EMPLOYEES' UNION, HON. MINISTER FOR WATER SUPPLY, SEWERAGE AND DRAINAGE AND OTHERS.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 531 of 1969.

In the matter of Reference of Industrial Dispute No. 14 of 1969 and in the matter of an application by the Amalgamated Engineering Union of Workers of Western Australia to be joined as a party to the said reference.

HAVING heard Mr. J. H. Mutton on behalf of the applicant union, Mr. H. R. Barrett on behalf of the Government Water, Sewerage and Drainage

Employees' Industrial Union of Workers and Mr. G. A. Johnson on behalf of the Hon. Minister for Water Supply, Sewerage and Drainage and the Metropolitan Water Supply, Sewerage and Drainage Board, the respondents named in the said application, and by consent, I, the undersigned, Commissioner of The Western Australian Industrial Commission, in pursuance of an allocation to me under section 54 of the Industrial Arbitration Act, 1912-1968, and in pursuance of the powers contained in section 71 (i) of the said Act, do hereby direct—

That the abovementioned applicant union be joined as a party to Reference of Industrial Dispute No. 14 of 1969 between the Government Water, Sewerage and Drainage Employees' Industrial Union of Workers; the Australasian Society of Engineers' Industrial Union of Workers, Western Australian Branch; the Electrical Trades Union of Workers of Australia (Western Australian Branch), Perth; the Operative Painters and Decorators' Union of Australia, West Australian Branch, Union of Workers; and the Hon. Minister for Water Supply, Sewerage and Drainge and the Metropolitan Water Supply, Sewerage and Drainage Board, and be named as an applicant therein.

Dated at Perth this 4th day of November, 1969.

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

APPRENTICES—

Apprenticeship Boards—

Change of Membership of Board—

SHEETMETAL, METAL SPINNING AND FIRST CLASS WELDING TRADES

NOTICE is hereby given that the Commission in Court Session has approved of the following change in representation of the Apprenticeship Board for the trades of Sheetmetal, Metal Spinning and First Class Welding, appointed by Order dated 9th March, 1966.

Mr. James F. Hardy of 5 Rosalind Way, Coolbellup to replace Mr. R. Tweed as the West Australian Plumbers' and Sheet Metal Workers' Industrial Union of Workers representative.

R. BOWYER,
Industrial Registrar.

23rd October, 1969.

Reduction in Terms of Registered Apprenticeship Agreements—

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 412 of 1969.

In the matter of the Apprenticeship Regulations, 1964, and in the matter of an apprenticeship agreement made the 29th day of March, 1965, and registered on the 5th day of April, 1965, between J. Gadsden Pty. Ltd. (employer); Robert Sydney Walter Kahl (apprentice); and Sydney Kahl (parent); in the trade of Cabinetmaking).

HAVING read and considered the application herein made under regulation 11 of the abovementioned regulations and having considered the recommendation of the Western Australian Apprenticeship Advisory Council in relation thereto and by consent of the parties to the above agreement and the consent of the unions concerned, I, the undersigned Chief Industrial Commissioner of the Western Australian Industrial Commisison, in pursuance of the powers contained in the said regulations and all other powers therein enabling me do hereby approve of a reduction in the term in said agreement to the extent that the said apprenticeship shall be deemed to have been satisfactorily completed at the date of this Order.

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

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

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 413 of 1969.

In the matter of the Apprenticeship Regulations, 1964, and in the matter of an apprenticeship agreement made the 28th day of June, 1966, and registered on the 8th day of August, 1966, between Hawker Siddeley Building Supplies Pty. Limited (employer); John Francis Major (apprentice); and Frank Major (parent); in the trade of Cabinetmaking. (Transferred to Hilton Furniture Manufacturers as from 22nd January, 1968.)

HAVING read and considered the application herein made under regulation 11 of the abovementioned regulations and having considered the recommendation of the Western Australian Apprenticeship Advisory Council in relation thereto and by consent of all parties to the above agreement and the consent of the unions concerned, I, the undersigned, Chief Industrial Commissioner of the Western Australian Industrial Commission in pursuance of the powers contained in regulation 11 of the above regulations and all other powers therein enabling me do hereby approve of the term of the agreement of apprenticeship being reduced by a period of four months.

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

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

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 414 of 1969.

In the matter of Apprenticeship Regulations, 1964, and in the matter of various registered apprenticeship agreements and applications to reduce the terms thereof (Private Employment).

HAVING read and considered the applications herein made under regulation 11 of the abovementioned regulations and having considered the recommendation of the Western Australian Apprenticeship Advisory Council in relation thereto and by consent of all the parties to the above apprenticeship agreements in connection with which the applications are made and the consent of the unions concerned, I, the undersigned Chief

Industrial Commisisoner of the Western Australian Industrial Commission, in pursuance of the powers contained in the said regulations and all other powers therein enabling me do hereby approve of the terms of the agreements of Apprenticeship as set out and identified in the Schedule hereto being reduced from five years to four years and confirm the agreement demonstrated by each application that any periods of technical training lost as a result of the reduction in terms approved herein be made up in the remaining years of apprenticeship.

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

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

Schedule.

Reductions of One Year—Private Employment.

Name; Trade; Employer.

P. H. Craven; Boilermaking/Welding; F. Baguley & Co.

R. D. Bradley; Boilermaking; Comeng.

G. W. Magill; Motor Mechanics; Griffin Coal Mining Co. Ltd.

G. W. Vanderwal; Motor Mechanics; Albany Shire Council.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 468 of 1969.

In the matter of the Apprenticeship Regulations, 1964, and in the matter of an apprenticeship agreement made the 24th day of February, 1967, and registered on the 8th day of May, 1967, between Perth Dental Hospital Board (employer); Anthony Ralph Surman (apprentice); and Warren Henry Surman (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 the parties to the above apprenticeship agreement in connection with which the application is made and the consent of the unions concerned, I, the undersigned Chief Industrial Commissioner of the Western Australian Industrial Commission in pursuance of the powers contained in the said regulations and all other powers therein enabling me do hereby approve of the term of the agreement of apprenticeship herein being reduced from five years to four years and confirm the agreement demonstrated by this application that any period of technical training lost as a result of the reduction in term approved herein be made up in the remaining years of apprenticeship.

Dated at Perth this 12th day of September, 1969.

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

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 533 of 1969.

In the matter of the Apprenticeship Regulations, 1964, and in the matter of an apprenticeship agreement made the 5th day of August, 1966, and registered on the 22nd day of September, 1966, between The University of Western Australia, (employer); John Salmon, (apprentice); and John Salmon, (parent); in the trade of Carpentry and Joinery.

HAVING read and considered the application herein made under regulation 11 of the abovementioned regulations and having considered the recommendation of the Western Australian Apprenticeship Advisory Council in relation thereto and by consent of all the parties to the above apprenticeship agreement in connection with which the application is made and the consent of the unions concerned, I, the undersigned Chief Industrial Commissioner of the Western Australian Industrial Commission in pursuance of the powers contained in the said regulations and all other powers therein enabling me do hereby approve of the term of the agreement of apprenticeship herein being reduced from five years to four years and confirm the agreement demonstrated by this application that any period of technical training lost as a result of the reduction in term approved herein be made up in the remaining years of apprenticeship.

Dated at Perth this 24th day of October, 1969.

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

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 543 of 1969.

In the matter of the Apprenticeship Regulations, 1964, and in the matter of an apprenticeship agreement made the 8th day of July, 1965, and Registered on the 29th day of July, 1965, between Hon. Minister for Works, (employer); Leslie Kenneth French, (apprentice); and Kenneth Arthur French, (parent); in the trade of Carpentry and Joinery.

HAVING read and considered the application herein made under Regulation 11 of the abovementioned regulations and having considered the recommendation of the Western Australian Apprenticeship Advisory Council in relation thereto and by consent of the parties to the above agreement and the consent of the unions concerned, I, the undersigned Chief Industrial Commissioner of the Western Australian Industrial Commission, in pursuance of the powers contained in the said regulations and all other powers therein enabling me do hereby approve of a reduction in the term in said agreement to the extent that the said apprenticeship shall be deemed to have been satisfactorily completed at the date of this Order.

Dated at Perth this 30th day of October, 1969.

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

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 544 of 1969.

In the matter of the Apprenticeship Regulations, 1964 and in the matter of an apprenticeship agreement made the 10th day of April, 1965, and Registered on the 13th day of April, 1965, between Sherry's Pty. Ltd., (employer) Henry John Strickland, (apprentice) and Henry James Strickland, (parent) in the trade of Pastrycooking.

HAVING read and considered the application herein made under regulation 11 of the abovementioned regulations and having considered the

recommendation of the Western Australian Apprenticeship Advisory Council in relation thereto and by consent of the parties to the above agreement and the consent of the unions concerned, I, the undersigned Chief Industrial Commissioner of the Western Australian Industrial Commission, in pursuance of the powers contained in the said regulations and all other powers therein enabling me do hereby approve of a reduction in the term in said agreement to the extent that the said apprenticeship shall be deemed to have been satisfactorily completed at the date of this Order.

Dated at Perth this 30th day of October, 1969.

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

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 545 of 1969.

In the matter of the Apprenticeship Regulations, 1964, and in the matter of an apprenticeship agreement made the 26th day of April, 1966, and Registered on the 30th day of June, 1966, between R. B. Baker & Company Pty. Ltd., (employer); Arthur Bryan Baker, (apprentice); and Robert Bruce Baker, (parent); in the trade of Sheetmetal Working.

HAVING read and considered the application herein made under regulation 11 of the abovementioned Regulations and having considered the recommendation of the Western Australian Apprenticeship Advisory Council in relation thereto and by consent of all parties to the above agreement and the consent of the Unions concerned, I, the undersigned Chief Industrial Commissioner of the Western Australian Industrial Commission in pursuance of the powers contained in regulation 11 of the above Regulations and all other powers therein enabling me do hereby approve of the term of the agreement of apprenticeship being reduced by a period of one year and two months.

Dated at Perth this 30th day of October, 1969.

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

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION

No. 546 of 1969.

In the matter of the Apprenticeship Regulations, 1964, and in the matter of Apprenticeship agreement made the 22nd day of June, 1966, between City Motors Pty. Ltd., (employer); John Stavrianos, (apprentice); and Steve Stavrianos, (parent); in the trade of Painting (Vehicle Building).

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 be above apprenticeship agreement in connection with which the application is made and the consent of the unions concerned, I, the undersigned Chief Industrial Commissioner of the Western Australian Industrial Commission in pursuance of the powers contained in the said regulations and all other powers therein enabling me do hereby approve of the term of the agreement of apprenticeship herein being reduced from five years to four years and confirm the agreement demonstrated by this application that any period of technical training lost as a result of the reduction in term approved herein be made up in the remaining years of apprenticeship.

Dated at Perth this 30th day of October, 1969.

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

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION

No. 547 of 1969.

In the matter of the Apprenticeship Regulations, 1964, and in the matter of Apprenticeship agreement made the 27th day of January, 1969, and Registered on the 23rd day of February, 1969, between Herbert Lloyd Townsend Allen (employer); Graeme Frederick Edwin Allen (apprentice); and Herbert Lloyd Townsend Allen, (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 be above apprenticeship agreement in connection with which the application is made and the consent of the unions concerned, I, the undersigned Chief Industrial Commissioner of the Western Australian Industrial Commission in pursuance of the powers contained in the said regulations and all other powers therein enabling me do hereby approve of the term of the agreement of apprenticeship herein being reduced from five years to four years and confirm the agreement demonstrated by this application that any period of technical training lost as a result of the reduction in term approved herein be made up in the remaining years of apprenticeship.

Dated at Perth this 30th day of October, 1969.

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

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 548 of 1969.

In the matter of the Apprenticeship Regulations, 1964, and in the matter of various registered apprenticeship agreements and applications to reduce the terms thereof. (Private Employment)

HAVING read and considered the applications herein made under regulation 11 of the abovementioned regulations and having considered the recommendation of the Western Australian Apprenticeship Advisory Council in relation thereto and by consent of all parties to the above apprenticeship agreements in connection with which the applications are made and the consent of the unions concerned, I, the undersigned Chief Industrial Commissioner of the Western Australian Industrial Commission, in pursuance of the powers

contained in the said regulations and all other powers therein enabling me do hereby approve of the terms of the agreements of Apprenticeship as set out and identified in the schedule hereto being reduced from five years to four years and confirm the agreement demonstrated by each application that any periods of technical training lost as a result of the reduction in terms approved herein be made up in the remaining years of apprenticeship.

Dated at Perth this 30th day of October, 1969.

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

Schedule.

Reductions of One Year—Private Employment.

Name; Trade; Employer.

P. J. Milner; Coppersmithing; Bolton and Milner.

R. J. Sakadakis; Motor Mechanics; G. Thompson.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 549 of 1969.

In the matter of the Apprenticeship Regulations, 1964, and in the matter of various registered apprenticeship agreements and applications to reduce the terms thereof. (Private Employment).

HAVING read and considered the applications herein made under regulation 11 of the abovementioned regulations and having considered the recommendation of the Western Australian Apprenticeship Advisory Council in relation thereto and by consent of all parties to the above apprenticeship agreements in connection with which the applications are made and the consent of the unions concerned, I, the undersigned Chief Industrial Commissioner of the Western Australian Industrial Commission, in pursuance of the powers contained in the said regulations and all other powers therein enabling me do hereby approve of the terms of the agreements of Apprenticeship as set out and identified in the schedule hereto being reduced from five years to four years and confirm the agreement demonstrated by each application that any periods of technical training lost as a result of the reduction in terms approved herein be made up in the remaining years of apprenticeship.

Dated at Perth this 30th day of October, 1969.

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

Schedule.

Reductions of One Year—Private Employment.

Name; Trade; Employer.

R. A. Heberle; Ladies Hairdressing; Valerie and Alwyn Salons.

P. Woodley; Ladies Hairdressing; Valerie & Alwyn Salons.

S. Quartermaine; Ladies Hairdressing; Valerie and Alwyn Salons.

J. M. Luff; Ladies Hairdressing; Pandora Salon.

J. E. Hamlin; Ladies Hairdressing; Glen Cherie Hair Stylist.

J. A. Cook; Ladies Hairdressing; Pamela Hair Fashions.

S. M. Demasi; Ladies Hairdressing; J. L. Jones.

M. O. Fowler; Ladies Hairdressing; G. M. Rogers.

K. A. Sieber; Ladies Hairdressing; L. R. and M. T. Hodge.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 550 of 1969.

In the matter of Apprenticeship Regulations, 1964, and in the matter of various registered Apprenticeship Agreements and applications to reduce the terms thereof. (Private Employment).

HAVING read and considered the applications herein made under regulation 11 of the abovementioned regulations and having considered the recommendation of the Western Australian Apprenticeship Advisory Council in relation thereto and by consent of all parties to the above apprenticeship agreements in connection with which the applications are made and the consent of the unions concerned, I, the undersigned Chief Industrial Commissioner of the Western Australian Industrial Commission, in pursuance of the powers contained in the said regulations and all other powers therein enabling me do hereby approve of the terms of the agreements of Apprenticeship as set out and identified in the Schedule hereto being reduced from five years to four years and confirm the agreement demonstrated by each application that any periods of technical training lost as a result of the reduction in terms approved herein be made up in the remaining years of apprenticeship.

Dated at Perth this 30th day of October, 1969.

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

Schedule.

Reductions of One Year—Government Departments.

Name; Trade; Department.

P. J. Credaro; Motor Mechanics; Metropolitan Water Supply and Drainage Board.

M. C. Audino; Motor Mechanics; State Electricity Commission.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 551 of 1969.

In the matter of Apprenticeship Regulations, 1964, and in the matter of various registered Apprenticeship Agreements and applications to reduce the terms thereof. (Private Employment.)

HAVING read and considered the applications herein made under regulation 11 of the abovementioned regulations and having considered the recommendation of the Western Australian Apprenticeship Advisory Council in relation thereto and by consent of all parties to the above apprenticeship agreements in connection with which the applications are made and the consent of the Unions concerned, I, the undersigned Chief Industrial Commissioner of the Western Australian Industrial Commission, in pursuance of the powers contained in the said regulations and all other

powers therein enabling me do hereby approve of the terms of the agreements of Apprenticeship as set out and identified in the schedule hereto being reduced from five years to four years and confirm the agreement demonstrated by each application that any periods of technical training lost as a result of the reduction in terms approved herein be made up in the remaining years of apprenticeship.

Dated at Perth this 30th day of October, 1969.

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

Schedule.

Reductions of One Year—Private Employment.

Name; Trade; Employer.

P. C. Cann; Boilermaking; Tubular Steel Structures.

A. B. Stretton; Boilermaking/Welding; Lake View and Star, Limited.

E. J. Challis; Sheetmetal Working; R. E. Arnold.

M. Sara; Sheetmetal Working; Sandovers O'Connor Pty. Ltd.

A. W. Froome; Sheetmetal Working; Sandovers O'Connor Pty. Ltd.

J. G. Taylor; 1st Class Welding; CSBP & Farmers Ltd.

J. P. Kusmierek; Electrical Fitting; Otis Elevator Company Pty. Ltd.

S. J. Duggan; Electrical Fitting; Otis Elevator Company Pty. Ltd.

R. F. Todd; Electrical Fitting; Otis Elevator Company Pty. Ltd.

W. Cassidy; Electrical Installing; J. L. Hendry & Co.

J. Curchin; Electrical Installing; A. G. Bricknell.

B. K. Pallier; Electrical Installing; R. P. Gray Pty. Ltd.

D. Rumble; Electrical Installing; F. T. S. O'Donnell, Griffin (W.A.) Pty. Ltd.

C. Waller; Refrigeration Fitting; A. J. Baker & Sons.

RETIREMENTS FROM INDUSTRIAL AGREEMENTS

No. of Agreement	Date of Registration	Parties	Party Retiring	Date Notice Retirement Filed
7/59	18/8/59	Australian Workers' Union, Westralian Branch, Industrial Union of Workers and Co-operative Bulk Handling Limited	Co-operative Bulk Handling Limited	31/10/69