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BASIC WAGE—
Annual Review—

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

In the matter of the Industrial Arbitration Act, 1912-1968, and in the matter of Part VII—Basic Wage—of the said Act.
Before the Commission in Court Session.
Chief Industrial Commissioner B. M. O'Sullivan, Esq., and Mr. Commissioners E. R. Kelly and D. E. Cort.
The 21st Day of November, 1969.

MR. COMMISSIONER O'SULLIVAN: This is the unanimous finding of the Commission in Court Session.

Under section 127A of the Industrial Arbitration Act, 1912-1968, the Commission in Court Session (the Commission) is required, on its own motion, to conduct what may, for convenience, be called an annual review of the basic wage. These proceedings are for that purpose and are the first such proceedings instituted under that section since its inclusion in the Act in 1968.

The nature of the jurisdiction is readily ascertainable from the provisions of the 1968 amending legislation but it is useful for our present purposes to trace some aspects of the recent history of basic wage legislation in this State. Prior to 1966, section 123 of the Act gave the Commission jurisdiction "to determine and declare" a basic wage. In determining the basic wage, the Commission was required to take into consideration—

(a) the amount necessary for the reasonable comfort of the worker; and

(b) the economic capacity of industry and any other matters deemed relevant and advisable by the Commission but not so as to reduce the basic wage below the amount necessary for the reasonable comfort of the worker.

Separate and distinct from the power to determine and declare a basic wage, was a power conferred by section 127 of the Act to "adjust and amend" the basic wage in the event of a variation in the "cost of living".

Pursuant to section 123 of the Act, the Commission in 1964 did determine and declare a basic wage for male workers and a basic wage for female workers and, pursuant to section 127, the Commission adjusted and amended those basic wages until, in 1966, they stood respectively at amounts of $33.50 and $25.13. In that year, however, the Act was amended—

(a) by deleting the power of the Commission to determine and adjust the basic wage;

(b) by providing that the basic wage then in force should remain in force unless and until it was exceeded in amount by the Commonwealth (six Capitals) basic wage; and

(c) by providing that the basic wage should thenceforth move in conformity with the Commonwealth (six Capitals) basic wage.

The intention of that legislation was frustrated, however, by the abolition of basic wages in the Commonwealth jurisdiction in 1967. The Commonwealth decision which abolished basic wages in Commonwealth awards also increased total wages in Commonwealth awards by $1.00 per week and on the 27th June, 1967, this Commission decided that the Commonwealth decision justified a general variation in wage rates in State awards and increased rates in those awards by 60 cents per week. The method of variation used was the establishment of a tertiary wage called a "Special Loading" and based upon economic considerations. It is unnecessary to canvass the reasons given in that case but an observation made with respect to certain earlier decisions of the State tribunal that "each of those decisions . . . was made in the light of its own particular circumstances . . . and the circumstances in which our decision must be made are different in most important respects from those surrounding those earlier decisions" (47 W.A.I.G. 553) may usefully be repeated now with respect to the 1967 decision.

On the 17th October, 1968, following the 1968 National Wage decision and consistent with this Commission's 1967 decision, the "special loading" in State awards was increased to $1.95. At that time the basic wage provisions of the Act were still in the terms introduced by the 1966 amending

Act but some two months later the legislation under which the present review is being made was enacted.

The 1968 amending legislation resulted in provisions which, though similar in broad terms to the pre-1966 provisions, are significantly different in a number of respects. They are similar in that they provide for a basic wage to be "determined and declared" by the Commission and for the basic wage to be reviewed and varied by the Commission. The matters to be considered by the Commission in determining a basic wage are, in all material respects, the same as those which were to be considered under the pre-1966 legislation but the Commission's power to review the basic wage is, in the general case, to be exercised annually and not, as before, quarterly and the matters which it may take into consideration in such a review are no longer restricted to "cost of living" changes or in any other way. A further difference of some importance in these proceedings is that whereas the Act previously required that each award should "prescribe and distinguish separately" the basic wage and other wages, it no longer contains such a requirement and specifically authorises the prescription of wages by reference to a wage other than a basic wage.

The matters to which we have referred are sufficient to indicate that the circumstances in which this review is to be conducted are materially different from those surrounding the 1967 and 1968 cases and the pre-1966 cases. They are sufficient, also, to lay a foundation for the consideration of matters arising in the review.

Subsection (3) of section 127A empowers the Commission, in reviewing the basic wage, to inform itself in any way that appears to it to be just but requires the Commission to consult with the Trades and Labour Council of Western Australia, the Western Australian Employers' Federation (Incorporated) and the Attorney General before determining the manner in which it will proceed. As a result of such consultation, the Commission determined that any submission which the Council, the Federation or the Attorney General desired to make should be in writing and should be served on each other "party". Each "party" was then afforded an opportunity to comment upon the written submissions of the other "parties".

It is not our intention to canvass in any detail the written and oral submissions that were made. We would record that we found each of the submissions helpful but each of them deficient in some respect. We think it should be observed, however, in relation to those submissions that the considerations that govern the Commission in the determination of a basic wage do not necessarily govern it in the review of a basic wage though the basis on which a basic wage has been determined must obviously assume considerable importance in a subsequent review of that wage. In some degree the present basic wage is the child of expediency, its gestatory environment has been anything but stable and we are not, in our view, in a position to say with any confidence that it meets the test laid down in section 126 (a). When that state of affairs has been remedied we will be better placed to carry out reviews than we are now.

In the same context we think it should also be observed that the intention of the 1968 legislation is quite different from the intention of the 1966 legislation. Under the Act as it now stands there is no warrant for the views expressed in these proceedings that wage parity should be maintained between, for example, State and Federal awards or that we should take as our primary guide in determining or reviewing a basic wage the decisions in the National Wage cases.

It is proper, in our opinion, to have regard for variations in the cost of living when reviewing the basic wage and there is nothing in the material presented to us, or otherwise within our knowledge, which leads us to think that we should not do so on this occasion. On that basis we would increase the basic wage for males by $1.00 per week.

It was submitted by the Trades and Labour Council that females should be awarded the same increase as males, and in that connection the 1967 and 1968 decisions with respect to "Special Loading" were relied on. We have already indicated that, because of the changed circumstances in which we now find ourselves, those decisions do not afford us much assistance. Moreover, it should not be overlooked that the 1968 amending Act also introduced provision for the awarding of "equal pay" for females and the implications of those provisions require some study before any further variation is made in the ratio of the female basic wage to that of the basic wage for males. In the present case we are satisfied that substantial justice will be done by increasing the female basic wage by 80 cents per week.

Where, in any award or industrial agreement, a rate of wage is prescribed other than by reference to a basic wage, the parties to that award or industrial agreement will need to make a separate application if it is the intention that effect be given to the variation of the basic wage now announced.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

In the matter of the Industrial Arbitration Act, 1912-1968, and in the matter of Part VII—Basic Wage—of the said Act.

The 21st day of November, 1969.

IN pursuance of the powers contained in the Industrial Arbitration Act, 1912-1968 and in particular the provisions of section 127A of the said Act, the Commission in Court Session, following a review of each basic wage declared pursuant to section 124 of the said Act, hereby orders that—

(1) Each of the said basic wages be varied so as to read and have effect as follows:—

	Per Week. $
Adult male workers	36.45
Adult female workers	27.88

(2) Payment of the amounts by which the basic wages are hereby increased may be delayed by any employer at his option until the end of the first pay period that commences after the publication of the Order in the *Government Gazette*.

(3) This Order shall take effect from and including the 24th day of November, 1969.

By the Commission in Court Session,

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

INDUSTRIAL APPEAL COURT—

Against Decision of Industrial Magistrate—

POLICE.

Award No. 2 of 1966.

(Breach of Award—Failing to pay correct rates of pay.)

IN THE WESTERN AUSTRALIAN APPEAL COURT, PERTH.

No. 7 of 1969.

Between the Honourable The Minister for Police, Appellant, and Western Australian Police Force Union of Workers, Respondent.

Before Mr. Justice Nevile (President), Mr. Justice Burt and Mr. Justice Wickham.

The 21st day of November, 1969.

Judgment.

NEVILE J.: In my view, the appeal should be dismissed as I cannot see that the magistrate was wrong in his reasons.

It seems to me that if a worker is instructed by a superior, whom it is his duty to obey; that he must do certain things and must not do certain other things; during a certain period he must, during that period, be on duty and, in the terms of this award, therefore, that time must be time worked.

While he is under instructions and subject to such limitations and restrictions as are contained in the instructions, it appears to me that he is certainly not off duty in that when he is off duty he can do anything that he likes. He is not, except in an emergency, subject to obeying orders that have been given to him. The point is a very short one, and I do not think I can go any further than that.

BURT J: I would agree. I think the outcome of the appeal really turns entirely upon the proper construction of clause 19(1) of the award and the application of that clause when so construed to the circumstances of the case. So in the end it really comes down to a question as to whether a policeman who is rostered in the way this particular policeman was—whether the time during which that state of affairs is operating is time worked within the meaning of clause 19(1).

As soon as one sees that throughout that period he is subject to continual command of the employer, if I can refer to the commissioner in that way, or to the Honourable the Minister in that way, to stay at home and to abstain from doing certain things and to be ready to work in a more extensive manner should he be called upon, I think one is compelled to say that that period is time worked within the meaning of clause 19(1) of the award. That is the finding that the learned magistrate came to and. in my opinion, he was correct and the appeal should be dismissed.

WICKHAM J: I agree.

IN THE WESTERN AUSTRALIAN INDUSTRIAL APPEAL COURT.

No. 7 of 1969.

In the matter of an appeal from the decision of an Industrial Magistrate in Complaint No. 160 of 1969.

Between the Honourable the Minister for Police, Appellant/Defendant, and Western Australian Police Force Union of Workers, Respondent/Complainant.

Before Mr Justice Nevile, President; Mr Justice Burt and Mr Justice Wickham.

The 21st day of November, 1969.

HAVING heard Mr D. Forrester of counsel for the Appellant and Mr I. R. Gunning of counsel for the Respondent in the appeal therein from the decision of Mr N. J. Malley, Industrial Magistrate, given at Perth on the 22nd day of August, 1969, the Court doth hereby order that the said appeal be dismissed and that the Appellant pay the Respondent's costs to be taxed.

[L.S.] R. BOWYER,
Industrial Registrar.

AWARDS—Delivered—

GARDENERS.

(Public Works Department.)

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 30 of 1969.

Between Honourable Minister for Works, Applicant, and the West Australian Cleaners, Caretakers, Lift Attendants, Window Cleaners, Attendants and Watchmen's Industrial Union of workers (Perth), Respondent.

WHEREAS an industrial dispute existed between the abovementioned parties, and whereas the said dispute was referred to The Western Australian Industrial Commission for the purpose of hearing and determination and whereas the said reference of industrial dispute was allocated pursuant to section 54 of the Industrial Arbitration Act, 1912-1968, to Commissioner J. R. Flanagan and whereas the parties subsequently met and conferred and have arrived at agreement on all matters in difference, and whereas the parties have this day appeared before the said Commissioner by their respective representatives and requested the said Commissioner to make the said agreement an award of the Commission: Now, therefore, the said Commissioner pursuant to section 65 of the said Act and all other powers therein enabling him, hereby declares the memorandum hereunder written to have the same effect as and be deemed an award of the Commission.

Memorandum of Agreement.

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

1.—Title.

This award shall be known as the "Mowing and Gardening Services (Public Works Department) Award 1969."

2.—Arrangement.

1. Title.
2. Arrangement.
3. Area and Scope.
4. Term.
5. Hours.
6. Overtime.
7. Meals.
8. Wages.
9. Annual Leave.

10. Public Holidays.
11. Long Service Leave.
12. Contract of Service.
13. Time and Wages Book.
14. Posting Award.
15. Sick Leave.
16. Higher Duties.
17. General Provisions.
18. Travelling Time.
19. Payment of Wages.
20. Preference.
21. Definitions.
22. Protective Clothing.
23. Board of Reference.

3.—Area and Scope.

This award shall apply to workers employed by the Minister for Works in the callings mentioned in clause 8 of this award.

4.—Term.

This award shall remain in force for a period of three years from the date hereof.

5.—Hours.

The ordinary working hours shall not exceed forty in any week and shall be worked between 8 a.m. and 5 p.m., on Monday to Friday inclusive.

6.—Overtime.

(1) Except as provided in subclause (2) hereof all time worked in excess of or outside the usual hours of work shall be overtime and paid at the rate of time and a half for the first four hours and double time thereafter.

(2) All work performed on a Sunday shall be paid at the rate of double time with a minimum payment as for four hours' work.

(3) (a) Notwithstanding anything contained in this award 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 parties to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.

7.—Meals.

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

8.—Wages.

	$
(1) Basic Wage (per week)	36.45
(2) Adult Males (margin per week):	
Leading Hand	15.00
Assistant Mechanical Maintenance Man	12.50
Hand Power Mower Operator	6.25
Power Mower Operator in charge of Motor Vehicle—	
Grade 1	10.90
Grade 2	12.40
Tractor Mower Operator	13.60
Senior Gardener	10.00
Gardener grade 1	8.65
Gardener grade 2	6.70

(3) A casual worker shall receive in addition to the rates prescribed, a loading of 15 per cent.

9.—Annual Leave.

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

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

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

(4) (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.

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

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

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

10.—Public Holidays.

(1) (a) The following days or the days observed in lieu shall, subject as hereinafter provided, be allowed as holidays, without deduction of pay, namely: New Year's Day, Australia Day (26th January), Good Friday, Easter Monday, Anzac

Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day: Provided that another day may be taken as a holiday by arrangement between the parties in lieu of any of the days named in the subclause.

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

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

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

11.—Long Service Leave.

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

12.—Contract of Service.

(1) Except in the case of a casual worker, the contract of hiring of every worker shall be a weekly contract terminable by one week's notice on either side, given on any working day or in the event of such notice not being given by the payment of one week's pay by the employer or the forfeiture of one week"s pay by the worker.

(2) The engagement of a casual worker may be terminated at any time without notice. Provided that all wages due to him shall be paid immediately upon the termination of his engagement.

13.—Time and Wages Book.

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

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

(b) the nature of the work performed;

(c) the hours worked each day;

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

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

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

14.—Posting Award.

A copy of this award shall be posted in a suitable place on the premises of the employer.

15.—Sick Leave.

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

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

(c) Payment hereunder may be adjusted at the end of each calendar year, or at the time the worker leaves the service of the employer in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred.

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

(3) No worker shall be entitled to the benefit 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 three consecutive days or more.

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

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

16.—Higher Duties.

Any worker called upon to perform work carrying a higher minimum rate than his normal rate of pay for two hours or more in any day, shall be paid such higher minimum for the whole of that day. Provided that acting time for less than two hours in any one day shall not be counted.

17.—General Provisions.

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

(2) Uniforms—In every case where the employer requires a worker to wear a uniform for his work the same shall be supplied by the employer.

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

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

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

18.—Travelling Time.

A worker who is required to start work at some place other than his depot or usual place of employment shall, if the time taken in travelling from his place of residence to the job and return exceeds the time normally taken in travelling from his usual place of residence to his depot or usual place of employment and return, be paid for such excess travelling time at ordinary rates; and if the fares actually and reasonably incurred in such travelling exceed the fares normally paid by the worker on travelling from his place of residence and return, the employer shall pay the amount by which such fares exceed those usually paid for travelling to and from his depot or usual place of employment.

19.—Payment of Wages.

All workers other than casual workers shall be paid weekly, or fortnightly at the option of the employer.

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 in that subclause 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

(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

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

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

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

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

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

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

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

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

whichever is the later;

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

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

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

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

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

21.—Definitions.

(1) "Senior Gardener" shall mean a worker appointed to be in charge of a garden of a major Government establishment.

(2) "Gardener Grade I" shall mean a worker whose principal duties consist in tending a plant nursery, or garden or portion of a garden, who in the opinion of the employer has qualified himself for this grading.

(3) "Gardener Grade II" shall mean a worker whose principal duties shall consist in tending a garden or porton of a garden.

(4) "Power Mower Operator, in charge of vehicle, Grade 1," shall mean a worker who in addition to mowing carries out garden maintenance at minor Government establishments.

(5) "Power Mower Operator, in charge of vehicle, Grade 2," shall mean a worker in charge of a mowing round.

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

22.—Protective Clothing.

(1) 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.

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

(3) Rubber boots and/or face masks shall be supplied free of charge when considered necessary by the employer.

(4) 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 neglect or misuse by a worker shall be a charge against the wages of the worker provided that no charge be made in respect of reasonable wear and tear.

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

23.—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.

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

Dated at Perth this 5th day of December, 1969.

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

Filed at my office this 5th day of December, 1969.

(Sgd.) R. BOWYER, Registrar.

GARDENERS.

(Zoological Gardens.)

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 29 of 1969.

Between Zoological Gardens Board, Applicant, and the West Australian Cleaners, Caretakers, Lift Attendants, Window Cleaners, Attendants and Watchmen's Industrial Union of Workers (Perth), Respondent.

WHEREAS an industrial dispute existed between the abovementioned parties, and whereas the said dispute was referred to The Western Australian Industrial Commission for the purpose of hearing and determination and whereas the said reference of industrial dispute was allocated pursuant to section 54 of the Industrial Arbitration Act, 1912-1968, to Commissioner J. R. Flanagan and whereas the parties subsequently met and conferred and have arrived at agreement on all matters in difference, and whereas the parties have this day appeared before the said Commissioner by their respective representatives and requested the said Commissioner to make the said agreement an award of the Commission: Now, therefore, the said Commissioner pursuant to section 65 of the said Act and all other powers therein enabling him, hereby declares the memorandum hereunder written to have the same effect as and be deemed an award of the Commission.

Memorandum of Agreement.

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

1.—Title.

This award shall be known as the "Zoological Gardens Employees" Award 1969 and shall replace No. 6 of 1966 as amended, in so far as that award applies to the Zoological Gardens Board.

2.—Arrangement.

1. Title.
2. Arrangement.
3. Area and Scope.
4. Term.
5. Hours.
6. Roster.
7. Overtime.
8. Days Off.
9. Meals.
10. Wages.
11. Annual Leave.
12. Public Holidays.
13. Long Service Leave.
14. Contract of Service.
15. Time and Wages Book.
16. Posting Award.
17. Sick Leave.
18. Higher Duties.
19. Travelling Time.
20. General Provisions.
21. Payment of Wages.
22. Preference.
23. Definitions.
24. Saturday and Sunday Time.
25. Board of Reference.

3.—Area and Scope.

This award shall apply to workers employed by the Zoological Gardens Board in the callings mentioned in Clause 10 of this award.

4.—Term.

This award shall remain in force for a period of three years from the date hereof.

5.—Hours.

(1) Except as otherwise provided in this clause, the ordinary hours of work shall not exceed forty in any week and shall be worked between the hours of 7 a.m. and 5 p.m. Monday to Friday.

(2) (a) The ordinary hours of work for roster workers shall not exceed an average of forty per week over a roster cycle and shall be worked between the hours of 7 a.m. and 5 p.m. on any of the seven days of the week.

(b) The length of the cycle during which the ordinary hours may be worked to give an average of forty shall be determined by agreement between the employer and the union or failing agreement by a Board of Reference.

6.—Roster.

(1) The employer shall cause to be prepared and exhibited a roster or rosters showing—

(a) the name of each worker;

(b) the days and hours over which each worker shall be required to perform his ordinary hours of work.

(2) Separate rosters shall be prepared and exhibited for each group of workers employed by the employer.

(3) A roster may be altered at any time by the employer.

7.—Overtime.

(1) Except as otherwise provided in this clause, all time worked in excess of or outside the usual hours of work or, in the case of rostered workers, the rostered hours of work shall be overtime and paid for at the rate of time and a half for the first four hours and double time thereafter.

(2) All work performed on a Sunday by workers other than workers rostered to work ordinary hours on that day shall be paid at the rate of double time with a minimum as for four hours worked.

(3) (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 parties to or concerned in any ban, limitation or restriction upon the working of reasonable overtime in accordance with the requirements of this subclause.

8.—Days Off.

Each worker referred to in clause 5 (2) hereof shall, in every seven consecutive days, be granted two days off duty, provided that this clause shall be deemed to be complied with if the worker is granted the equivalent of six days off duty in every period of three weeks.

9.—Meals.

Each worker shall be allowed one hour for a meal between the hours of 11.30 a.m. and 2 p.m.

10.—Wages.

(1) Basic Wage:		
Males		$ 36.45
Females		27.88
	Male $	Female $
(2) Margins Per Week:		
Section Keeper	16.75	
Keeper Grade I	13.50	
Keeper Grade II—		
Minimum	7.95	7.00
Maximum	10.45	7.00
Ground Attendant Grade I	9.00	
Ground Attendant Grade II	8.10	
Senior Gardener	10.00	
Gardener Grade I	8.65	
Gardener Grade II	6.70	
Hand Power Mower Operator	6.25	
Senior Maintenance Man	16.10	
Maintenance Man—		
Minimum	11.80	
Maximum	13.80	

(3) (a) Casual Workers, except as prescribed in subclause 3 (b) hereof, shall be paid fifteen per per cent., in addition to the rates otherwise payable under this award.

(b) Female Attendants (Ladies' Retiring Room) employed on Sundays and public holidays eighty-five cents per hour. (This rate to include casual loading prescribed in paragraph (a) hereof and loading for work performed on Sundays).

11.—Annual Leave.

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

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

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

(4) Notwithstanding the foregoing provisions of this clause, the following provisions shall apply to rostered workers:—

(a) Subject to the provisions of this subclause a period of five consecutive weeks' leave with payment of ordinary wages as prescribed shall be allowed annually to a worker by his employer after a period of twelve months' continuous service with that employer.

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

(5) (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.

(6) 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.

(7) "Ordinary wages" for the purpose of subclauses (1) and (4) hereof shall mean the rate of wage the worker has received for the greatest proportion of the calendar month prior to his taking the leave.

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

12.—Public Holidays.

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

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

(2) Whenever any holiday falls on a worker's ordinary working day and the worker is not required to work on such day he shall be paid for the ordinary hours he would have worked on such day if it had not been a holiday. If he is required to work on a holiday, he shall be paid for the time worked as if it was an ordinary working day and shall in addition, be allowed a day's leave with pay to be added to the annual leave or to be taken at some subsequent 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) When a worker is off duty owing to leave without pay or sickness, including accidents on or off duty, except time for which he is entitled to claim sick pay, any holiday falling during such absence shall not be treated as a paid holiday. Where the worker is on duty or available on the working day immediately preceding a holiday, or resumes duty or is available on the working day immediately following a holiday, as prescribed in this clause, the worker shall be entitled to a paid holiday on all such holidays.

(4) The provisions of this clause shall not apply to rostered workers who shall work public holidays in the course of their normal rostered duty.

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

13.—Long Service Leave.

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

14.—Contract of Service.

(1) Except in the case of a casual worker the contract of hiring of every worker shall be a weekly contract terminable by one week's notice on either side, given on any working day, or in the event of such notice not being given by the payment of one week's pay by the employer or the forfeiture of one week's pay by the worker.

(2) The engagement of a casual worker may be terminated at any time without notice. Provided that all wages due to him shall be paid immediately upon the termination of his engagement.

15.—Time and Wages Book.

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

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

(b) the nature of the work performed;

(c) the hours worked each day;

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

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

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

16.—Posting Award.

A copy of this award shall be posted in a suitable place on the premises of the employer.

17.—Sick Leave.

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

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

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

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

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

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

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

18.—Higher Duties.

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

19.—Travelling Time.

Where 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.

20.—General Provisions.

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

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

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

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

(5) Uniforms.—In every case where the employer requires a worker to wear a uniform for his work the same shall be supplied by the employer.

21.—Payment of Wages.

All workers, other than casual workers, shall be paid once weekly.

22.—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 14 of this award are hereby declared inoperative in respect of that dismissal but only if—

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

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

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

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

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

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

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

whichever is the later;

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

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

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

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

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

23.—Definitions.

(1) "Section Keeper" means a worker appointed as such by the employer.

(2) "Keeper, Grade I" means a worker appointed as such who may be required to relieve a Section Keeper for all absences less than one week.

(3) "Keeper, Grade II" means a worker whose principal duties shall consist in caring for any animal (i.e. mammals, birds, fish amphibians and reptiles).

(4) "Ground Attendant Grade I" means a worker who is substantially employed in the care of tennis courts, and lawns and is required to mark out and maintain playing fields.

(5) "Ground Attendant, Grade II" means a worker who may be required to clean toilets, remove litter and refuse from lawns, paths, roads or other areas or receptacles and dispose of animal carcasses.

(6) "Senior Gardener" means a worker appointed as such.

(7) "Gardener, Grade I" means a worker whose principal duties consist in tending a plant nursery, or garden or portion of a garden, who in the opinion of the employer has qualified himself for this grading.

(8) "Gardener, Grade II" means a worker whose principal duties shall consist in tending a garden or portion of a garden.

(9) "Senior Maintenance Man" means a worker appointed as such, who may be required to relieve the Maintenance Foreman for all absences of less than one week.

(10) "Maintenance Man" means a worker whose principal duties consist in repairs and maintenance to any buildings, fitments or equipment.

(11) Casual worker means a worker engaged for less than one week.

24.—Saturday and Sunday Time.

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

25.—Board of Reference.

(1) The Commission hereby appoints, for the purposes of this award, a Board of Reference consisting of a Chairman and two other members who shall be appointed pursuant to regulation 80 of the Industrial Arbitration Act, 1968.

(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.

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

Dated at Perth this 5th day of December, 1969.

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

Filed at my office this 5th day of December, 1969.

R. BOWYER,
Registrar.

LIME PRODUCTION.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 41 of 1968.

Between the West Australian Chemical and Allied Trades Industrial Union of Workers, Applicant, and Ready Lime Putty Pty. Ltd, Respondent.

WHEREAS an industrial dispute existed between the abovementioned parties, and whereas the said dispute was referred to The Western Australian Industrial Commission for the purpose of hearing and determination and whereas the said reference of industrial dispute was allocated pursuant to section 54 of the Industrial Arbitration Act, 1912-1968, to Commissioner J. R. Flanagan and whereas the parties subsequently met and conferred and have arrived at agreement on all matters in difference, and whereas the parties have this day appeared before the said Commissioner by their respective representatives and requested the said Commissioner to make the said agreement an award of the Commission: Now, therefore, the said Commissioner pursuant to section 65 of the said Act and all other powers therein enabling him, hereby declares the memorandum hereunder written to have the same effect as and be deemed an award of the Commission.

Memorandum of Agreement.

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

1.—Title.

This award shall be known as the Lime Quarrying and Manufacturing Award, 1969, and replaces Award No. 57 of 1947, as amended.

2.—Arrangement.

1. Title.
2. Arrangement.
3. Scope.
4. Term.
5. Definitions.
6. Contract of Service.
7. Wages.
8. Shift Work.
9. Overtime.
10. Hours.
11. Holidays and Annual Leave.
12. Absence through Sickness.
13. Payment of Wages.
14. Time and Wages Record.
15. Hours of Cooling.
16. Preference to Unionists.
17. Board of Reference.
18. Under-rate Workers.
19. Higher Duties.
20. Casual Workers.
21. Long Service Leave.
22. Waiving of Award.

3.—Scope.

This award shall apply to all workers employed in the callings set out in clause 7 in the industry of lime quarrying and manufacture but only where lime is both quarried and manufactured on the same site.

4.—Term.

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

5.—Definitions.

(1) "Loaders and helpers" shall mean any worker who is engaged in assisting to load or unload any vehicle.

(2) "Kiln repairing" shall mean and include reinserting bricks or stone in a kiln with mortar.

(3) "Lime quarry" shall mean any place, surface, cavern or pit from whence limestone is removed or extracted for lime production.

(4) "Continuous process work" shall mean work carried on with consecutive shifts of men throughout the 24 hours of each of at least six days in the week without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.

6.—Contract of Service.

(1) Except as hereinafter provided the contract of service shall be by the week and shall be terminated by one week's notice on either side or by the payment or forfeiture of one week's pay as the case may be.

(2) During the first month of employment the contract of service shall be by the day and shall be terminated by one day's notice on either side, or by the payment or forfeiture of one day's pay as the case may be.

(3) Nothing herein shall derogate from the employer's right at Common Law to dismiss a worker without notice for misconduct or other sufficient cause.

7.—Wages.

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

	$
(1) Basic wage (per week)	36.45
(2) Adult males (margin per week over male basic wage):	
Quarryman	11.50
Powder monkey	13.50
Lime baggers	12.50
Loaders and helpers	9.00
Kiln hands	9.00
Kiln repairers	16.90
Lime crushers or sifters	12.50
Rock drill men	11.50
Day firers	12.50
Night firers	9.00
(3) Junior workers (percentage of male basic wage per week):	%
Under 18 years of age	75
18 to 19 years of age	85
19 to 20 years of age	95

(4) Any worker appointed as a leading hand by the employer shall be paid the following amounts in addition to his ordinary wages when placed in charge of—

(a) not less than three and not more than ten other workers two dollars and seventy cents per week;

(b) more than ten and not more than twenty other workers four dollars and eighty-five cents per week;

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

(5) Finishing off kilns: Day workers engaged in finishing off kilns shall be payed an allowance of fifty cents per kiln in addition to their ordinary rate of wages.

(6) Piecework: A worker working under any system of payment by results shall be paid at least ten per cent. above the rate of pay he would have been entitled to under a contract of daily hiring.

8.—Shift Work.

(1) Shift work may be worked, and shifts shall change weekly so that, as far as practicable, all workers shall have a fair share of day shifts.

(2) Shift workers other than those on day shift shall be paid five per cent. for afternoon shift and ten per cent. for night shift in addition to the ordinary rate.

(3) All work performed by continuous shift workers during ordinary working hours on Saturdays, Sundays or the holidays prescribed in clause 11 hereof shall be paid at the rate of time and a half. These rates shall be paid in lieu of the shift allowances prescribed in subclause (2) hereof.

(4) When a shift commences at or after 11 p.m. then the whole shift shall be paid for at the rate which applies to the major portion of the shift.

9.—Overtime.

(1) Other than continuous shift workers—

(a) For all work performed beyond the hours of duty on any day and for work performed before noon on Saturday payment shall be made at the rate of time and one half for the first four hours and double time thereafter.

(b) All work performed after noon on Saturdays, on Sundays or on the holidays prescribed in clause 11 hereof shall be paid at the rate of double time.

(2) Continuous shift workers—

(a) All time worked in excess of or outside the ordinary working hours as prescribed or on a rostered day off shall be paid for at the rate of double time except where a worker is called upon to work a regularly rostered overtime shift when the rate shall be time and a half for the first four hours and double time thereafter.

(b) All work performed on Sundays or any of the holidays prescribed in clause 11 outside the ordinary working hours shall be paid for at the rate of double time.

(3) General—

(a) Overtime on shift work shall be based on the rate payable for shift work. This shall not apply to the weekend penalty rates prescribed in clause 8 (3) of this award.

(b) These overtime rates shall not apply to excess time worked due to private arrangements between the workers themselves or owing to a relieving man failing to come on duty at the proper time. The time for which any worker may be paid at ordinary rates instead of overtime rates due to a relieving man failing to come on duty at the proper time shall not exceed two hours after the expiration of which overtime rates at the rate of time and a half for the first four hours and double time thereafter shall apply for the whole of the extra time worked, except that when the employer has received at least twelve hours' notice of such absence, double time shall be paid.

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

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

(d) In the calculation of overtime rates each day shall stand alone: Provided that when a worker continues working beyond midnight on any day the hours worked after midnight shall be counted as part of the previous day's work for the purpose of calculating the rates to be paid.

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

(f) Except for continuous shift workers, when a worker is required for duty during any meal time whereby his meal time is postponed for more than one hour, he shall be paid at overtime rates until he gets his meal.

(g) (i) When overtime work is necessary it shall, wherever reasonably practicable be so arranged that workers have at least eight consecutive hours off duty between the work of successive days.

(ii) A worker (other than a casual worker) who works so much overtime between the termination of his ordinary work on one day and the commencement of his ordinary work on the next day that he has not had 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 such ordinary working time occurring during such absence.

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

10.—Hours.

(1) The ordinary working hours shall not exceed forty in any one week and shall not exceed eight in any one day and except in the case of shift workers, shall be worked between the hours of 7 a.m. and 5.30 p.m. Monday to Friday inclusive.

(2) Where three shifts are worked, the forty hours shall then be inclusive of crib time, which shall not exceed twenty minutes and shall be taken at the employers convenience at such time where possible as not to cause a stoppage of work.

11.—Holidays and Annual Leave.

(1) (a) The following days or the days observed in lieu, shall, subject to subclause (c) hereof, be allowed as holidays without deduction of pay namely—New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, State Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day.

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

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

(c) Except for continuous shift workers, all work done on any of the holidays specified in subclause (a) hereof shall be paid for at the rate of double time.

(d) Any worker absenting himself from work without reasonable cause, proof of which shall lie upon him, on the whole or any portion of the working day preceding, or on the whole or any portion of the working day succeeding a holiday provided for herein, shall not be entitled to payment for such holiday.

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

(ii) For the purpose of this clause "ordinary wage prescribed" shall mean the total wage received by the worker but excluding overtime and extra rates or any payment for disabilities.

(b) (i) A seven day shift worker, i.e., a shift worker who is rostered to work regularly on Sundays and holidays shall be allowed one week's leave in addition to the leave to which he is otherwise entitled under this clause.

(ii) Where a worker with twelve months' continuous service is engaged for part of a qualifying twelve monthly period as a seven day shift worker, he shall be entitled to have the period of 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.

(c) 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.

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

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

(f) 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 (2) (d) of this clause, to such annual leave on full pay as is proportionate to his length of service during that period with such employer and if such leave is not

equal to the leave given to the other workers of such employer he shall not be entitled to work or pay whilst the other workers of such employer are on leave on full pay.

(g) 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.

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

(i) In addition to any payment to which he may be entitled under subclause (2) (d) of this clause a worker whose employment terminates after he has completed a twelve-monthly qualifying period and who has not been allowed the leave prescribed under this award in respect of that qualifying period shall be given payment in lieu of that leave, or, in a case to which subclause (g) or (h) of this clause applies, in lieu of so much of that leave as has not been allowed unless—

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

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

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

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 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) Sick leave shall accumulate from year to year so that any balance of the period specified in subclause (i) 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 three years but no longer from the end of the year in which it accrues.

(b) Not withstanding the provisions of subclause (3) of this clause, where a worker claims payment for sick leave accumulated pursuant to this subclause the employer shall be entitled to a medical certificate for the period of absence in respect of which payment for sick leave so accumulated is claimed.

(c) The provisions of this clause do not appy to casual workers.

13.—Payment of Wages.

Wages shall be paid fortnightly on an agreed day between the hours of 3 p.m. and 5 p.m. except when such day shall be a holiday in which case the pay shall be distributed between the hours abovementioned on the next preceding working day.

14.—Time and Wages Record.

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

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

(b) the nature of the work performed;

(c) the hours worked each day;

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

(e) the ages of the junior workers.

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

(3) The said record shall be open to the inspection of an accredited representative of the union during ordinary working hours and he shall be allowed to take necessary extracts therefrom.

15.—Hours of Cooling.

No kiln shall be broken into until eighteen hours after the last fire in winter and twenty-four hours after the last fire in summer. The winter months shall be from the fifteenth day of March to the fifteenth day of October (both inclusive). The summer months shall be from the sixteenth day of October to the fourteenth day of March (both inclusive). Provided that nothing herein shall apply to modern kilns or kilns that are provided with devices which assist in the rapid cooling of kilns.

16.—Preference to Unionists.

(1) In this clause—

"the union" means the West Australian Chemical and Allied Trades Industrial Union of Workers;

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

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

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

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

(b) upon being notified that he has been accepted as a member of the union, 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 subclause (2) 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 provisions, by custom.

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

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

17.—Board of Reference.

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

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

18.—Under-Rate Workers.

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

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

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

19.—Higher Duties.

A worker engaged for more than one half of one day or shift on duties carrying a higher rate than his ordinary classification shall be paid the higher rate for such day or shift. If employed for half of one day or shift or less, he shall be paid the higher rate for the time so worked.

20.—Casual Workers.

Any worker engaged for less than one week shall be deemed to be a casual worker and shall be entitled to be paid at the rate of fifteen per cent. in addition to the rates prescribed by this award.

21.—Long Service Leave.

The Long Service Leave provisions set out in Volume 44 of the *Western Australian Industrial Gazette* at pages 606 to 612 inclusive, shall be deemed to be incorporated in and to form part of this award.

22.—Waiving of Award.

Notwithstanding any or all of the foregoing provisions of this award, providing that an agreement in writing is reached between the union on the one hand and the employer on the other, a weekly wage may be paid that will be all inclusive but not so as to void payment for annual leave or long service leave.

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

Dated at Perth this 5th day of December, 1969.

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

Filed at my office this 5th day of December, 1969.

(Sgd.) R. BOWYER,
Registrar.

SCHOOL EMPLOYEES.

(University Colleges, Country High School Hostels and Swanleigh.)

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 21A of 1969.

Between Federated Miscellaneous Workers' Union of Australia, West Australian Branch, Union of Workers, Applicant, and St. Thomas More College, St. Christopher's High School Hostel, Swanleigh and others, Respondents.

WHEREAS an industrial dispute existed between the abovementioned parties, and whereas the said dispute was referred to The Western Australian Industrial Commission for the purpose of hearing and determination, and whereas the said reference of industrial dispute was allocated, pursuant to section 54 of the Industrial Arbitration Act, 1912-1968, to Commissioner J. R. Flanagan, and whereas the parties subsequently met and conferred and have arrived at agreement on all matters in difference, and whereas the parties have this day appeared before the said Commissioner by their respective representatives and requested the said Commissioner to make the said agreement an award of the Commission: Now, therefore, the said Commissioner, pursuant to section 65 of the said Act and all other powers therein enabling him, hereby declares the memorandum hereunder written to have the same effect as and be deemed an award of the Commission.

Memorandum of Agreement.

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

1.—Title.

This award shall be known as the Schools, Hostels and University Colleges Award, 1969, and replaces Award No. 34 of 1965, as amended.

2.—Area and Scope.

This award shall apply to domestic workers, groundsmen, gardeners and yardmen employed in—

(a) university colleges;

(b) hostels which are subject to the authority constituted under the Country High School Hostels Authority Act, 1960; and

(c) the area occupied by the establishment known as Swanleigh.

3.—Arrangement.

1 Title.
2. Area and Scope.
3. Arrangement.
4. Hours.
5. Breaks in Shifts.
6. Overtime.
7. Days Off.
8. Meals.
9. Meal Money.
10. Holidays and Annual Leave.
11. Sick Leave.
12. Contract of Service.
13. Payment of Wages.
14. Mixed Functions.
15. Right of Entry.
16. Board and Lodging.
17. Uniforms.
18. Time and Wages Record.
19. Board of Reference.
20. Term.
21. Under-rate Workers.
22. Part-time Workers.
23. Casual Workers.
24. Junior Workers' Certificate.
25. Breakdowns.
26. Roster.
27. Notices and Posting of Award.
28. Long Service Leave.
29. Wages.
30. Preference.
31. Saturday and Sunday Rate.
32. Protective Clothing.
Schedule of Respondents.

4.—Hours.

(1) Domestic Workers and Yardmen:

(a) The ordinary working hours shall not exceed forty in any one week or at the option of the employer eighty hours per fortnight and shall not exceed eight in any one day and shall be worked on any five or five and a half days of the week.

(b) Subject to clause 6—Overtime, the spread of shift in any one day shall not exceed twelve and a half hours.

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

(2) Others: The ordinary hours of work shall not exceed forty hours per week to be worked in five days of eight hours per day, Monday to Friday inclusive: Provided that work performed up to noon on Saturdays on watering duties and marking of playing fields which cannot be performed Mondays to Fridays, may be regarded as ordinary hours of duty with a corresponding time off during the following week.

5.—Breaks in Shifts.

Kitchen and Dining Room Workers: In addition to breaks of at least half an hour, but not more than one hour each for meals, there may be two breaks of at least two hours during each shift. Such breaks may include a meal break.

6.—Overtime.

(1) All work done outside the daily spread of hours provided in clause 4, or beyond eight hours in any one day or beyond forty hours or eighty hours per fortnight, as the case may be, in any one week shall be deemed overtime.

(2) Overtime shall be paid for at the rate of time and a half for the first four hours and double time thereafter provided that all overtime worked on Sunday shall be paid for at the rate of double time.

(3) Provided that in respect of workers other than Domestic Staff all time of duty after noon on a Saturday or on a Sunday or the hloidays prescribed by this award shall be paid for at the rate of double time, provided further that all time worked on such days on watering duties shall be paid for at the rate of time and one half.

(4) Notwithstanding anything contained in this award—

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

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

7.—Days Off.

(1) Subject to subclause 4 (2) all workers shall be granted one full day and one half day off duty each week.

(2) The half day off shall commence not later than 2 p.m.

(3) An employee required for duty on his or her rostered day off shall be paid at overtime rates with a minimum engagement on such day of four hours. Provided that in lieu of payment at overtime rates time off equivalent to the time worked may be granted when overtime is occasioned through the failure of another worker to report for duty or due to private arrangements between the workers themselves.

8.—Meals.

A break of at least one half hour but not more than one hour shall be allowed for each meal. The midday meal shall be between the hours of 11.30 a.m. and 2 p.m.

9.—Meal Money.

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

(2) No such payment need be made to workers living in the same locility as the place of their employment who can reasonably return home for such meals.

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

10.—Holidays and Annual Leave.

(1) The following days, or the days observed in lieu shall, subject 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 the subclause.

(2) All work done on the holidays prescribed in subclause (1) hereof shall be paid for at the ordinary rate and an additional day on full pay shall be added to the amount of annual leave to which the worker is entitled under the provisions of this clause for each day or part of a day so worked. Provided that, if by agreement between the employer and the worker or as a result of the worker's own default, only part of a day is worked by the worker on any such day, an addition shall be made to such annual leave equivalent only to the time actually worked on such day. Provided further that at the option of the employer, the foregoing provision shall be deemed to have been complied with if all work performed on the holidays prescribed in subclause (1) hereof is paid for at the rate of double time.

(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.

(4) (a) Subject to the provisions of this clause a period of three consecutive weeks' leave with payment of ordinary wages as prescribed shall be allowed annually to a worker by the employer after a period of twelve months' continuous service with the employer.

(b) Continuous service for the purpose of this clause shall include absences occasioned by stand-downs for term vacations.

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

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

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

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

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

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

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

(12) 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.

11.—Sick Leave.

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

(2) Payment hereunder may be adjusted at the end of each calendar year or at the time the worker leaves the service of the employer, in the

event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred.

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

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

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

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

(7) For the purpose of assessing a worker's entitlement to accumulated sick pay subclause (6) hereof shall be deemed to have become operative as from the date of the delivery of this award.

12.—Contract of Service.

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

(2) This clause shall not affect the right of an employer to dismiss a worker without notice for misconduct.

(3) Provided that during the first week of employment, an employer may dismiss a worker or a worker may leave the employment by either one giving the other not less than one hour's notice.

(4) The contract of service shall be deemed for all purposes to be continuous notwithstanding absences occasioned by term vacation.

13.—Payment of Wages.

Wages shall be paid once weekly or once fortnightly at the option of the employer.

14.—Mixed Functions.

(1) Employees employed at work for which a higher rate is fixed shall be paid such higher rate whilst so employed.

(2) If employed for four hours or more on the higher class of work he shall be paid the higher rate for the whole of that day.

15.—Right of Entry.

(1) Accredited representatives of the union shall be permitted to interview workers on the business premises of the employer during non-working times and meal breaks (except between the hours of 1 p.m. and 2 p.m.)

(2) In cases of dispute between the union and an employer such as involve the inspection of the employees in the course of their employment, such union representative shall have the right of entry into the business premises at any time during which the employees concerned are in employment.

(3) Provided that the duly accredited representative shall notify the employer beforehand of his intention to exercise his rights under this clause.

16.—Board and Lodging.

(1) No worker shall be compelled to board and/or lodge on the employer's premises and no employer shall be compelled to board and/or lodge a worker; but where by mutual consent board and lodging are provided the employer shall be entitled to deduct, in respect of all workers, the following amounts:—

(a) For full board of twenty-one meals per week—an amount equal to twenty per cent. of the male basic wage.

(b) For lodging—an amount equal to seven per cent. of the male basic wage.

(2) Where, by mutual consent, full board is not provided the deductions referred to in subclause (1) hereof shall be reduced proportionately.

(3) Mutual consent, for the purpose of this clause, means a document which the worker has signed agreeing to the deduction of a specified amount in return for board and/or lodging offered by the employer.

Such agreement may be cancelled by either party giving seven days' notice in writing to the other party.

17.—Uniforms.

Where a worker is required by the employer to wear a special uniform, such uniform shall be provided and laundered by the employer at his expense. Provided that alternative arrangements in respect of the supply and laundering of uniforms may be made by agreement between an employer and the union.

18.—Time and Wages Record.

(1) The employer shall keep or cause to be kept a record or records containing the following particulars:—

(a) Name of each worker.

(b) The nature of his work.

(c) The hours worked on each day and each week.

(d) The wages and overtime (if any) paid each week.

(e) The age of each junior worker.

Any system of automatic recordings by machines shall be deemed to comply with this provision to the extent of the information recorded.

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

(3) The record shall be open to inspection by a duly accredited representative of the union once in each week, at the office of the employer, on days other than Saturday and Sunday between the hours of 9 a.m. and 5 p.m. (except from 12 noon to 2 p.m.).

19.—Board of Reference.

(1) The Commission hereby appoints, for the purposes of this award, a Board of Reference consisting of a chairman and two other members who

shall be appointed pursuant to regulation 80 of the Industrial Arbitration Act (Western Australian Industrial Commission) Regulations, 1964.

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

20.—Term.

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

21.—Under-rate Workers.

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

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

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

22.—Part-time Workers.

(1) Notwithstanding anything contained in this award, workers may be regularly employed to work less hours per week than are prescribed in clause 4 hereof, and such workers shall be remunerated at a weekly rate *pro rata* to the rate prescribed for the class of work on which they are engaged in the proportion which their hours of work bear to the hours fixed by clause 4 hereof for their class of work.

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

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

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

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

23.—Casual Workers.

(1) A casual worker shall be engaged on an hourly contract of service, with a minimum payment as for four hours.

(2) A casual worker shall be paid fifteen per cent. in addition to the rates prescribed for the work performed.

24.—Junior Workers' Certificate.

(1) Junior workers upon being engaged shall furnish the employer with a certificate containing the following particulars:—

(a) Name in full.

(b) Age and date of birth.

(2) No worker shall have any claim upon an employer for additional pay in the event of the age of the worker being wrongly stated either on the certificate, or if no such certificate is furnished, verbally to the employer. If any junior worker shall wilfully mis-state his age either verbally to the employer or in the certificate, he alone shall be guilty of a breach of this award, and in the event of a worker having received a higher rate than that to which he was entitled he shall make restitution to the employer.

25.—Breakdowns.

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

26.—Roster.

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

(2) Such roster shall show.

(a) the name of each worker; and

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

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

(b) A duly accredited representative of the union shall be permitted to inspect the roster available to the workers not more than once in any week during the times the record book is so open for inspection.

Provided that the duly accredited representative must notify the employer before entering the place where the roster is kept.

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

27.—Notices and Posting of Award.

Every employer shall allow union notices, except those which on reasonable grounds he considers objectionable, and a copy of this award to be posted up by the union in a place accessible to the workers and approved by the employer.

28.—Long Service Leave.

The Long Service Leave provisions set out in Volume 44 of the *Western Australian Industrial Gazette* at pages 606 to 612 inclusive, shall be deemed to be incorporated in and to form part of this award.

29.—Wages.

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

	$
(1) Basic Wage (per week):	
Adult Males	36.45
Adult Females	27.88
(2) Classification and Margins (over Male and Female Basic Wage Per Week):	

	Male. $	Female. $
(a) In establishments where three or more cooks are employed—		
1st Cook	12.60	12.60
2nd Cook	9.10	9.10
Other Cooks	7.60	7.60
Where two cooks are employed—		
1st Cook	10.55	10.55
Other Cook	8.25	8.25
Where only one cook is employed	9.30	9.30
(b) Kitchenman, Pantryman, Houseman, Yardman and Dining Room Attendant	4.90	
(c) Kitchenmaid, Pantrymaid, Dining Room Attendant, Housemaid	—	4.65
(d) Laundress and seamstress	—	4.65
(e) Gardener	6.45	—

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

	%
(a) Males—	
Under 17 years of age	50
17 to 18 years of age	60
18 to 19 years of age	70
19 to 20 years of age	80
20 to 21 years of age	95

The proportion of male juniors shall be—

(i) Gardeners: One junior to every two or fraction of two adult workers.

(ii) Others: One junior to every four or fraction of four adult workers.

	%
(b) Females (percent. of female basic wage per week)—	
Under 17 years of age	55
Under 18 years of age	65
Under 19 years of age	75

At 19 years of age—Full Adult Rate.

The proportion of female juniors shall be one junior to every three or fraction of three female workers in receipt of the full adult rate.

(4) A female leading hand, appointed as such by the employer, shall be paid one dollar and twenty cents per week in addition to the rates prescribed herein.

(5) A male leading hand placed in charge of not less than three and not more than ten other workers shall be paid two dollars and thirty cents per week extra.

(6) Those workers specified in clause 4 (1) shall have added to all ordinary hours worked on the half day set out in that clause, forty cents additional to the rate herein prescribed for their class of work.

30.—Preference.

(1) In this clause "the union" means the Federated Miscellaneous Workers' Union of Australia, West Australian Branch, Union of Workers; "unionist" means a worker who is a member of the union; "non-unionist" means a worker who is not a member of the union.

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

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

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

(c) thereafter remain a unionist while so employed.

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

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

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

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

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

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

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

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

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

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

whichever is the later;

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

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

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

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

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

31.—Saturday and Sunday Rates.

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

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

32.—Protective Clothing.

(1) Where workers are required to work in water they shall be supplied with rubber boots.

(2) Workers required to clean toilets or to use acids or other injurious substances shall be supplied with rubber gloves.

(3) Rubber boots and rubber gloves so supplied shall remain the property of the employer.

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

Dated at Perth this 5th day of December, 1969.

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

Filed at my office this 5th day of December, 1969.

(Sgd.) R. BOWYER,
Registrar.

Schedule of Respondents.

St. Thomas More College.
Kingswood College.
St. Catherine's College.
St. Christopher's House.
Swanleigh.
Forrest Lodge.

AWARDS—Amendment of—

CASE AND BOXMAKING.

Award No. 48 of 1951.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 471 of 1969.

Between United Metropolitan Timber Yard, Sawmills and Woodworkers Employees' Union of Workers, Applicant, and Consolidated Pine Industries Pty Ltd and others, Respondents.

HAVING heard Mr G. D. Brown on behalf of the applicant and Mr C. B. Parks on behalf of the respondents, and by consent, I, the undersigned Commissioner of The Western Australian Industrial Commission, in pursuance of an allocation to me under section 54 of the Industrial Arbitration Act, 1912-1968, and in pursuance of the powers contained in section 92 of the said Act, and all other powers therein enabling me, do hereby order and declare—

That the Case and Box Makers' Award No. 48 of 1951, 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 24th day of November, 1969.

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

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

Schedule.

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

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

3. Clause 6.—Wages: Delete this clause and insert in lieu thereof:—

6.—Wages.

(a) Basic Wage (per week):

	$
Male	35.45
Female	27.08

(b) The minimum marginal rates payable to workers under this award shall be as set out in the First Schedule.

4. Clause 7.—Special Rates and Provisions: Delete this clause and insert in lieu thereof:—

7.—Special Rates and Provisions.

(a) Casual workers: A worker employed for less than one week shall be paid fifteen per cent. in addition to the ordinary daily wage.

(b) Leading hands placed in charge of:—

(i) not less than three and not more than ten other workers shall be paid two dollars and thirty cents per week extra.

(ii) more than ten other workers shall be paid four dollars and forty five cents per week extra.

(c) Mixed Functions—A worker engaged for more than one half day or shift on duties carrying a higher rate than his ordinary classification shall be paid the higher rate for such day or shift; if employed for not more than half of one day or shift he shall be paid the higher rate for the time so worked.

(d) Watchmen—all ordinary hours of work performed by watchmen on Saturday shall be paid for at the rate of twenty-five per cent. extra and all ordinary hours of work performed by such workers on Sundays shall be paid for at the rate of fifty per cent. extra.

5. Clause 9.—Hours: Delete this clause and insert in lieu thereof:—

9.—Hours.

The ordinary working hours shall not exceed forty in any one week, or eight in any one day: Provided that this shall not apply to watchmen, whose hours shall not exceed ninety-six per fortnight.

6. Clause 10.—Overtime: Delete this clause and insert in lieu thereof:—

10.—Overtime.

(a) Except for watchmen overtime at the rate of time and a half shall be paid for the first two hours worked outside the ordinary working hours and double time thereafter. All time worked on Sunday shall be paid at double time rates, except in the case of workers whose ordinary duties require them to work on Sundays, when double time rates shall begin after their ordinary working hours on that day.

(b) All work performed on the holidays prescribed in clause 11 (a) shall be paid for at the rate of double time.

(c) All work performed by watchmen in excess of ninety-six hours per fortnight shall be paid for at the rate of time and a half for the first eight hours and double time thereafter.

(d) Notwithstanding anything contained in this award—

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

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

7. First Schedule.—Wages: Delete this schedule and insert in lieu thereof:—

First Schedule.

Wages.

	$
(a) Adult Male Workers (margin per week over male basic wage):	
(1) Sawyer planking out and flitching to size	19.40
(2) Stub Edger and/or No. 1 Bench	19.40
(3) Other breaking down bench sawyers	11.65
(4) Band re-sawyer	8.50
(5) Tailer-out on breaking down benches	6.95
(6) Tailer-out other benches	4.30
(7) Case bench sawyer and/or docker	5.65
(8) Wood and case machinist	5.10
(9) Case and Box makers or repairers (manual)	7.95
(10) Saw doctor	24.35
(11) Saw sharpener	9.25
(12) Hoop iron and/or wiring bench hand	7.05
(13) Pallet maker	7.25
(14) Cable drum and/or reel maker assembler and/or finisher	8.45
(15) Wood machining Section—	
(a) Two, three or four sided planer—	
(i) who is not required to grind his knives and cutters but is at any time required to set up his machine and then only from such time as he is required so to act	8.85
(ii) who is not required to grind his knives and cutters or set up his machine	5.90
(b) Buzzer—	
(i) who is not required to grind his knives and cutters but is at any time required to set up his machine and then only from such time as he is required so to act	8.85
(ii) who is not required to grind his knives and cutters or set up his machine	5.90
(c) Thicknesser—	
(i) who is not required to grind his knives and cutters but is at any time required to set up his machine and then only from such time as he is required so to act	8.85
(ii) who is not required to grind his knives and cutters or set up his machine	5.90
(16) Watchmen	7.25
(17) Stacker who stacks timber for seasoning by process of stripping with the aid of a mobile crane	4.35
(18) Mill or yard hand (as defined)	3.00
(19) Other unclassified male adults	Nil

	%
(b) Junior Males (per cent. of male basic wage per week):	
Under 16 years of age	35
16 to 17 years of age	40
17 to 18 years of age	60
18 to 19 years of age	80
Over 19 years of age—The minimum adult male rate.	

	$
(c) Apprentices (wage per week):	
First year	13.13
Second year	18.71
Third year	25.43
Fourth year	33.60
Fifth year	41.55
(d) Adult Female Workers (margin per week over female basic wage):	
(1) General hand—	
(a) With less than three months' experience	Nil
(b) Thereafter	5.50
(2) Liberty is reserved to the applicant to apply to amend this provision in any case where a female is employed on work for which a male margin is prescribed at six dollars and fifty cents or more and until such matter is determined, a female so employed shall be paid not less than a margin of five dollars and fifty cents.	

	%
(e) Junior Females (per cent. of female basic wage per week):	
Under 17 years of age	45
17 to 18 years of age	55
18 to 19 years of age	70
19 to 20 years of age	80
20 to 21 years of age	95

CLERKS.

(Commercial, Social and Profesional Services.)

Award No. 14 of 1968.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 586 of 1969.

Between Federated Clerks' Union of Australia Industrial Union of Workers, W.A. Branch, Applicant, and H.P.C. Pty. Ltd. and others, Respondents.

HAVING heard Mr. J. D. Smith on behalf of the applicant and Mr. C. B. Parks on behalf of the respondents, and by consent, I, the undersigned, Commissioner of The Western Australian Industrial Commission, in pursuance of an allocation to me under section 54 of the Industrial Arbitration Act, 1912-1968, and in pursuance of the powers contained in section 92 of the said Act, and all other powers therein enabling me, do hereby order and declare—

That the Clerks' (Commercial, Social and Professional Services) Award, No. 14 of 1968, as amended, be and the same is hereby further amended in accordance with the following schedule.

Dated at Perth this 28th day of November, 1969.

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

Schedule.

Clause 8—Rates of Pay: Delete subclauses (1), (2), (3), (4), (5) and (6) of this clause and insert in lieu thereof:—

(1) Basic Wage (rate per week):

	$
Adult Males	36.45
Adult Females	27.88

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

	%
Under 16 years of age	48
Between 16 and 17 years of age	56.4
Between 17 and 18 years of age	67.7
Between 18 and 19 years of age	84.6
Between 19 and 20 years of age	100 plus $0.05
Between 20 and 21 years of age	100 plus $3.55

(3) Adult Males (margin over male basic wage per week):

	$
At 21 years of age	9.55
At 22 years of age	11.55
At 23 years of age	13.55
At 24 years of age	15.55
At 25 years of age and over	17.55

(4) Junior Females (per cent. of female basic wage per week):

	%
Between 15 and 16 years of age	51.7
Between 16 and 17 years of age	64.6
Between 17 and 18 years of age	77.5
Between 18 and 19 years of age	90.5
Between 19 and 20 years of age	100 plus $0.92
Between 20 and 21 years of age	100 plus $3.92

Junior Female Stenographers, Comptometer or Calculating or Ledger Machine Operators shall receive in addition to the above rates—

At 18 years of age—50 cents per week.
At 19 years of age—60 cents per week.
At 20 years of age—75 cents per week.

(5) Adult Females (margin over female basic wage per week):

	$
At 21 years of age	7.92
At 22 years of age	8.92
At 23 years of age and over	11.92

Adult Female Stenographers, Comptometer or Calculating or Ledger Machine Operators shall receive one dollar per week in addition to the above rates.

(6) Senior Clerks (classified as such by agreement or in default of agreement by the Board of Reference) $20.55 margin per week.

CLERKS

(Credit and Finance Establishments.)

Award No. 16 of 1952.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 581 of 1969.

Between Federated Clerks' Union of Australia Industrial Union of Works, W.A. Branch, Applicant, and Traders Mutual Cash Order Co. Ltd, and Others, Respondents.

HAVING heard Mr. J. D. Smith on behalf of the applicant and Mr C. B. Parks on behalf of the respondents, and by consent, I, the undersigned, Commissioner of The Western Australian Industrial Commission, in pursuance of an allocation to me under section 54 of the Industrial Arbitration Act, 1912-1968, and in pursuance of the powers contained in section 92 of the said Act, and all other powers therein enabling me, do hereby order and declare—

That the Clerks' (Credit and Finance Establishments) Award No. 16 of 1952, as amended, be and the same is hereby further amended in accordance with the following schedule.

Dated at Perth this 28th day of November, 1969.

[L. S.]

(Sgd.) J. R. FLANAGAN,
Commissioner.

Schedule.

Clause 10.—Rates of Pay: Delete subclauses (a) (b) (c) (d) and (e) of this clause insert in lieu thereof:

(a) Basic Wage (rate per week)

	$
Adult Males	36.45
Adult Females	27.88

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

	%
Under 16 years of age	48
Between 16 and 17 years of age	56.4
Between 17 and 18 years of age	67.7
Between 18 and 19 years of age	84.6
Between 19 and 20 years of age	100 plus $0.05
Between 20 and 21 years of age	100 plus $3.55

(ii) Junior Females (per cent. of female basic wage per week):

	%
Between 15 and 16 years of age	51.7
Between 16 and 17 years of age	64.6
Between 17 and 18 years of age	77.5
Between 18 and 19 years of age	90.5
Between 19 and 20 years of age	100 plus $0.92
Between 20 and 21 years of age	100 plus $3.92

Junior Female Stenographers, Comptometer or Calculating or Ledger Machine Operators shall receive in addition to the above rates—

At 18 years of age—50 cents per week.

At 19 years of age—60 cents per week.

At 20 years of age—75 cents per week.

(c) (i) Adult Males (margin over male basic wage per week):

	$
At 21 years of age	9.55
At 22 years of age	11.55
At 23 years of age	13.55
At 24 years of age	15.55
At 25 years of age and over	17.55

(ii) Adult Females (margin over female basic wage per week):

At 21 years of age	7.92
At 22 years of age	8.92
At 23 years of age and over	11.92

Adult Female Stenographers, Comptometer or Calculating or Ledger Machine Operators shall receive one dollar per week in addition to the above rates.

(d) Female Ledger-keepers (classified as such by agreement, or in default of agreement, by the Board of Reference) shall receive the prescribed Male rate.

(e) Senior Clerks (classified as such by agreement or in default of agreement by the Board of Reference) $20.55 margin per week.

CLERKS.

(Film Companies.)

Award No. 13 of 1949.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 585 of 1969.

Between Federated Clerks' Union of Australia Industrial Union of Workers, W.A. Branch, Applicant, and Metro Goldwyn Mayer Pty. Ltd. and others, Respondents.

HAVING heard Mr. J. D. Smith on behalf of the applicant and Mr. C. B. Parks on behalf of the respondents, and by consent, I, the undersigned, Commissioner of The Western Australian Industrial Commission, in pursuance of an allocation to me under section 54 of the Industrial Arbitration Act, 1912-1968, and in pursuance of the powers contained in section 92 of the said Act, and all other powers therein enabling me, do hereby order and declare—

That the Clerks' (Film Companies) Award No. 13 of 1949, as amended, be and the same is hereby further amended in accordance with the following schedule.

Dated at Perth this 28th day of November, 1969.

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

Schedule.

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

(a) Basic Wage (rate per week):

	$
Adult Males	36.45
Adult Females	27.88

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

	%
Under 16 years of age	48
Between 16 and 17 years of age	56.4
Between 17 and 18 years of age	67.7
Between 18 and 19 years of age	84.6
Between 19 and 20 years of age	100 plus $0.05
Between 20 and 21 years of age	100 plus $3.55

(ii) Junior Females (per cent. of female basic wage per week):

	$
Between 15 and 16 years of age	51.7
Between 16 and 17 years of age	64.6
Between 17 and 18 years of age	77.5
Between 18 and 19 years of age	90.5
Between 19 and 20 years of age	100 plus $0.92
Between 20 and 21 years of age	100 plus $3.92

Junior Female Stenographers, Comptometer or Calculating or Ledger Machine Operators shall receive in addition to the above rates—

At 18 years of age—50 cents per week.

At 19 years of age—60 cents per week.

At 20 years of age—75 cents per week.

(c) (i) Adult Males (margin over male basic wage per week):

	$
At 21 years of age	9.55
At 22 years of age	11.55
At 23 years of age	13.55
At 24 years of age	15.55
At 25 years of age and over	17.55

(ii) Adult Females (margin over female basic wage per week):

At 21 years of age	7.92
At 22 years of age	8.92
At 23 years of age and over	11.92

Adult Female Stenographers, Comptometer or Calculating or Ledger Machine Operators shall receive one dollar per week in addition to the above rates.

(d) Senior Clerks (classified as such by agreement or in default of agreement by the Board of Reference) $20.55 margin per week.

CLERKS.

(Forwarding Agents.)

Award No. 47 of 1948.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 582 of 1969.

Between Federated Clerks' Union of Australia Industrial Union of Workers, W.A. Branch, Applicant, and James Kiernan Ltd. and others, Respondents.

HAVING heard Mr. J. D. Smith on behalf of the applicant and Mr. C. B. Parks on behalf of the respondents, and by consent, I, the undersigned, Commissioner of The Western Australian Industrial Commission, in pursuance of an allocation to me under section 54 of the Industrial Arbitration Act, 1912-1968, and in pursuance of the powers contained in section 92 of the said Act, and all other powers therein enabling me, do hereby order and declare—

That the Clerks' (Forwarding Agents) Award No. 47 of 1948, as amended, be and the same is hereby further amended in accordance with the following schedule.

Dated at Perth this 28th day of November, 1969.

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

Schedule.

Clause 10.—Rates of Pay: Delete subclauses (a), (b), (c), (d) and (e) of this clause and insert in lieu thereof:—

(a) Basic Wage (rate per week):

	$
Adult Males	36.45
Adult Females	27.88

(b) (i) Junior Males (per cent. of basic wage per week):

	%
Under 16 years of age	48
Between 16 and 17 years of age	56.4
Between 17 and 18 years of age	67.7
Between 18 and 19 years of age	84.6
Between 19 and 20 years of age	100 plus $0.05
Between 20 and 21 years of age	100 plus $3.55

(ii) Junior Females (per cent. of female basic wage per week):

Between 15 and 16 years of age	51.7
Between 16 and 17 years of age	64.6
Between 17 and 18 years of age	77.5
Between 18 and 19 years of age	90.5
Between 19 and 20 years of age	100 plus $0.92
Between 20 and 21 years of age	100 plus $3.92

Junor Female Stenographers, Comptometer or Calculating or Ledger Machine Operators shall receive in addition to the above rates—

At 18 years of age—50 cents per week.

At 19 years of age—60 cents per week.

At 20 years of age—75 cents per week.

(c) (i) Adult Males (margin over male basic wage per week):

	$
At 21 years of age	9.55
At 22 years of age	11.55
At 23 years of age	13.55
At 24 years of age	15.55
At 25 years of age and over	17.55

(ii) Adult Females (margin over basic wage per week):

At 21 years of age	7.92
At 22 years of age	8.92
At 23 years of age and over	11.92

Adult Female Stenographers, Comptometer or Calculating or Ledger Machine Operators shall receive one dollar per week in addition to the above rates.

(d) Female Ledger-keepers (classified as such by agreement, or in default of agreement, by the Board of Reference) shall receive the prescribed male rate.

(e) Senior Clerks (classified as such by agreement or in default of agreement by the Board of Reference) $20.55 margin per week.

CLERKS.

(Real Estate (Agents.)

Award No. 18 of 1952.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 583 of 1969.

Between Federated Clerks' Union of Australia Industrial Union of Workers, W.A. Branch, Applicant, and Bevilaqua and Williams Pty. Ltd. and others, Respondents.

HAVING heard Mr. J. D. Smith on behalf of the applicant and Mr. C. B. Parks on behalf of the respondents, and by consent, I, the undersigned, Commissioner of The Western Australian Industrial Commission, in pursuance of an allocation to me under section 54 of the Industrial Arbitration Act, 1912-1968, and in pursuance of the powers contained in section 92 of the said Act, and all other powers therein enabling me, do hereby order and declare—

That the Clerks (Real Estate Agents) Award No. 18 of 1952, as amended, be and the same is hereby further amended in accordance with the following schedule.

Dated at Perth this 28th day of November, 1969.

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

Schedule.

Clause 10.—Rates of Pay: Delete subclauses (a), (b), (c), (d) and (e) of this clause and insert in lieu thereof:—

(a) Basic Wage (rate per week):

	$
Adult Males	36.45
Adult Females	27.88

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

	%
Under 16 years of age	48
Between 16 and 17 years of age	56.4
Between 17 and 18 years of age	67.7
Between 18 and 19 years of age	84.6
Between 19 and 20 years of age	100 plus 0.05
Between 20 and 21 years of age	100 plus $3.55

(ii) Junior Females (per cent. of female basic wage per week):

Between 15 and 16 years of age	51.7
Between 16 and 17 years of age	64.6
Between 17 and 18 years of age	77.5
Between 18 and 19 years of age	90.5
Between 19 and 20 years of age	100 plus $0.92
Between 20 and 21 years of age	100 plus $3.92

Junior Female Stenographers, Comptometer or Calculating or Ledger Machine Operators shall receive in addition to the above rates—

At 18 years of age—50 cents per week.

At 19 years of age—60 cents per week.

At 20 years of age—75 cents per week.

(c) (i) Adult Males (margin over male basic wage per week):

	$
At 21 years of age	9.55
At 22 years of age	11.55
At 23 years of age	13.55
At 24 years of age	15.55
At 25 years of age and over	17.55

(ii) Adult Females (margin over female basic wage per week):

At 21 years of age	7.92
At 22 years of age	8.92
At 23 years of age and over	11.92

Adult Female Stenographers, Comptometer or Calculating or Ledger Machine Operators shall receive one dollar per week in addition to the above rates.

(d) Female Ledger-keepers (classified as such by agreement, or in default of agreement, by the Board of Reference) shall receive the prescribed male rate.

(e) Senior Clerks (classified as such by agreement or in default of agreement by the Board of Reference) $20.55 margin per week.

CLERKS.

(Timber.)

Award No. 61 of 1947.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 584 of 1969.

Between Federated Clerks' Union of Australia Industrial Union of Workers, W.A. Branch, Applicant, and Millars Timber and Trading Co. and others, Respondents.

HAVING heard Mr. J. D. Smith on behalf of the applicant and Mr. C. B. Parks 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 Clerks' (Timber) Award No. 61 of 1947, as amended, be and the same is hereby further amended in accordance with the following schedule.

Dated at Perth this 28th day of November, 1969.

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

Schedule.

Clause 10.—Rates of Pay: Delete subclauses (a), (b), (c), (d) and (e) of this clause and insert in lieu thereof:—

(a) Basic Wage (rate per week):

	$
Adult Males	36.45
Adult Females	27.88

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

	%
Under 16 years of age	48
Between 16 and 17 years of age	56.4
Between 17 and 18 years of age	67.7
Between 18 and 19 years of age	84.6
Between 19 and 20 years of age	100 plus $0.05
Between 20 and 21 years of age	100 plus $3.55

(ii) Junior Females (per cent. of female basic wage per week):

	%
Between 15 and 16 years of age	51.7
Between 16 and 17 years of age	64.6
Between 17 and 18 years of age	77.5
Between 18 and 19 years of age	90.5
Between 19 and 20 years of age	100 plus $0.92
Between 20 and 21 years of age	100 plus $3.92

Junior Female Stenographers, Comptometer or Calculating or Ledger Machine Operators shall receive in addition to the above rates—

At 18 years of age—50 cents per week.

At 19 years of age—60 cents per week.

At 20 years of age—75 cents per week.

(c) (i) Adult Males (margin over male basic wage per week):

	$
At 21 years of age	9.55
At 22 years of age	11.55
At 23 years of age	13.55
At 24 years of age	15.55
At 25 years of age and over	17.55

(ii) Adult Females (margin over female basic wage per week):

At 21 years of age	7.92
At 22 years of age	8.92
At 23 years of age and over	11.92

Adult Female Stenographers, Comptometer or Calculating or Ledger Machine Operators shall receive one dollar per week in addition to the above rates.

(d) Female Ledger-keepers (classified as such by agreement, or in default of agreement, by the Board of Reference) shall receive the prescribed male rate.

(e) Senior Clerks (classified as such by agreement or in default of agreement by the Board of Reference) $20.55 margin per week.

CLERKS.

(Trade Protection Association.)

Award No. 26 of 1949.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 580 of 1969.

Between Federated Clerks' Union of Australia Industrial Union of Workers, W.A. Branch, Applicant, and the Trade Protection Association of W.A., Respondent.

HAVING heard Mr. J. D. Smith on behalf of the applicant and Mr. C. B. Parks 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 enabling me, do hereby order and declare—

That the Clerks' (Trade Protection Association) Award No. 26 of 1949, as amended, be and the same is hereby further amended in accordance with the following schedule.

Dated at Perth this 28th day of November, 1969.

(Sgd.) J. R. FLANAGAN,
Commissioner.

[L.S.]

Schedule.

Clause 10.—Rates of Pay: Delete subclauses (a) (b) (c) (d) and (e) of this clause and insert in lieu thereof:—

(a) Basic Wage (rate per week):

	$
Adult Males	36.45
Adult Females	27.88

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

	%
Under 16 years of age	48
Between 16 and 17 years of age	56.4
Between 17 and 18 years of age	67.7
Between 18 and 19 years of age	84.6
Between 19 and 20 years of age	100 plus $0.05
Between 20 and 21 years of age	100 plus $3.55

(ii) Junior Females (per cent. of female basic wage per week):

	%
Between 15 and 16 years of age	51.7
Between 16 and 17 years of age	64.6
Between 17 and 18 years of age	77.5
Between 18 and 19 years of age	90.5
Between 19 and 20 years of age	100 plus $0.92
Between 20 and 21 years of age	100 plus $3.92

Junior Female Stenographers, Comptometer or Calculating or Ledger Machine Operators shall receive in addition to the above rates—

At 18 years of age—50 cents per week.

At 19 years of age—60 cents per week.

At 20 years of age—75 cents per week.

(c) (i) Adult Males (margin over male basic wage per week):

	$
At 21 years of age	9.55
At 22 years of age	11.55
At 23 years of age	13.55
At 24 years of age	15.55
At 25 years of age and over	17.55

(ii) Adult Females (margin over female basic wage per week):

At 21 years of age	7.92
At 22 years of age	8.92
At 23 years of age and over	11.92

Adult Female Stenographers, Comptometer or Calculating or Ledger Machine Operators shall receive one dollar per week in addition to the above rates.

(d) Female Ledger-keepers (classified as such by agreement, or in default of agreement, by the Board of Reference) shall receive the prescribed Male rate.

(e) Senior Clerks (classified as such by agreement or in default of agreement by the Board of Reference) $20.55 margin per week.

CLERKS.

(Wholesale and Retail Establishments.)

Award No. 38 of 1947.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 587 of 1969.

Between Federated Clerks' Union of Australia Industrial Union of Workers, W.A. Branch, Applicant, and Boans Limited and others, Respondents.

HAVING heard Mr. J. D. Smith on behalf of the applicant and Mr. C. B. Parks on behalf of the respondents, and by consent, I, the undersigned, Commissioner of The Western Australian Industrial Commission, in pursuance of an allocation to me under section 54 of the Industrial Arbitration Act, 1912-1968, and in pursuance of the powers contained in section 92 of the said Act, and all other powers therein enabling me, do hereby order and declare—

That the Clerks' (Wholesale and Retail Establishments) Award No. 38 of 1947, as amended, be and the same is hereby further amended in accordance with the following schedule.

Dated at Perth this 28th day of November, 1969.

[L.S.]

(Sgd.) J. R. FLANAGAN,
Commissioner.

Schedule.

Clause 11.—Rates of Pay: Delete subclauses (1), (2), (3), (4), (5) and (6) of this clause and insert in lieu thereof:—

(1) Basic Wage (rate per week):	$
Adult Males	36.45
Adult Females	27.88
(2) Junior Males (per cent. of male basic wage per week):	%
Under 16 years of age	48
Between 16 and 17 years of age	56.4
Between 17 and 18 years of age	67.7
Between 18 and 19 years of age	84.6
Between 19 and 20 years of age	100% + $0.05
Between 20 and 21 years of age	100% + $3.55
(3) Adult Males (Margin over male basic wage per week):	$
At 21 years of age	9.55
At 22 years of age	11.55
At 23 years of age	13.55
At 24 years of age	15.55
At 25 years of age and over	17.55
(4) Junior Females (per cent. of female basic wage per week):	%
Between 15 and 16 years of age	51.7
Between 16 and 17 years of age	64.6
Between 17 and 18 years of age	77.5
Between 18 and 19 years of age	90.5
Between 19 and 20 years of age	100% + $0.92
Between 20 and 21 years of age	100% + $3.92
Junior Female Stenographers, Comptometer or Calculating or Ledger Machine Operators shall receive in addition to the above rates—	
At 18 years of age—50 cents per week.	
At 19 years of age—60 cents per week.	
At 20 years of age—75 cents per week.	
(5) Adult Females (Margin over female basic wage per week):	$
At 21 years of age	7.92
At 22 years of age	8.92
At 23 years of age and over	11.92
Adult Female Stenographers, Comptometer or Calculating or Ledger Machine Operators shall receive one dollar per week in addition to the above rates.	
(6) Senior Clerks (classified as such by agreement or in default of agreement by the Board of Reference) $20.55 margin per week.	

DRAUGHTSMEN, TRACERS AND PLANNERS.

Award No. 19 of 1963.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 578 of 1969.

Between the Association of Architects, Engineers, Surveyors and Draughtsmen of Australia, Union of Workers, Western Australian Division, Applicant, and Vickers Hoskins Pty Ltd and others, Respondents.

HAVING heard Mr. A. G. Barker on behalf of the applicant and Mr. C. B. Parks on behalf of the respondents, and by consent, I, the undersigned, Commissioner of The Western Australian Industrial Commission, in pursuance of an allocation to me under section 54 of the Industrial Arbitration Act, 1912-1968, and in pursuance of the powers contained in section 92 of the said Act, and all other powers therein enabling me, do hereby order and declare—

That the Draughtsmen's, Tracers' and Planners' Award No. 19 of 1963, as amended, be and the same is hereby further amended in accordance with following schedule.

Dated at Perth this 28th day of November, 1969.

[L.S.]

(Sgd.) J. R. FLANAGAN,
Commissioner.

Schedule.

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

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

3. Clause 6.—Wages: Delete subclauses 1 and 2 and insert in lieu thereof:—

(1) Basic Wage (per week):	$
Males	36.45
Females	27.88
(2) Trainee Draughtsmen (wage per week):	
(a) As defined in Paragraph (a) of subclause (7) of Clause 5 of this award—	
Under 16 years of age	15.55
16 to 17 years of age	21.35
17 to 18 years of age	27.20
18 to 19 years of age	33.00
Margin over male basic wage per week:	
19 to 20 years of age	2.40
20 to 21 years of age	8.85
21 to 22 years of age	12.25
22 to 23 years of age	15.25
At 23 years of age and thereafter	19.40
Provided that a trainee who has completed an apprenticeship shall be paid a margin of	19.40
(b) As defined in paragraph (b) of subclause 7 of Clause 5 of this award—	
16 years of age and under	22.35
17 to 18 years of age	27.95
18 to 19 years of age	33.50
Margin over male basic wage per week:	
19 to 20 years of age	4.05
20 to 21 years of age	11.00
Provided that a trainee who has completed an apprenticeship shall be paid a margin of	19.40

ENGINE-DRIVERS

(Nickel Mining.)

Award No. 37 of 1968.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 559 of 1969.

Between the Federated Engine Drivers and Firemen's Association of Australasia, West Australian Branch Association of Workers, Applicant, and Western Mining Corporation Limited, Respondent.

HAVING heard Mr M. Hurley on behalf of the applicant and Mr S. J. Carter 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 Engine Drivers' (Nickel Mining) Award No. 37 of 1968, as amended, be and the same is hereby further amended in accordance with the following schedule and that such amendment shall take effect as from the beginning of the first pay period commencing on or after the date hereof.

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

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

Schedule.

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

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

3. Clause 5. Rates of Wages: Delete subclause (1) Basic Wage and insert in lieu thereof the following:—

	$
(1) Basic Wage	35.45

Schedule 1—Margins: Delete this schedule and insert in lieu thereof the following:—

Schedule 1—Margins.

Classification and Margin Per Shift:	$
(1) Winding engine driver	2.00
(a) On special shafts	4.00
(b) If he sometimes or always raises or lowers human beings	3.00
(2) Winch Drivers:	
(a) If working underground	1.75
(b) If working on surface	1.50
(3) Locomotive Engine Drivers on mines (surface)	2.65
(4) Excavators driven by steam, electricity or internal combustion—	
(a) Up to ¾ c. yards	3.10
(b) Over ¾ to 3 c. yards	3.34
(5) Drivers of internal combustion engines in power houses including electric generating engines and/or air compressors—	
(a) Exceeding 500 b.h.p.—	
Shift engine driver in charge	3.04
Other engine drivers on shift	2.84
(b) Exceeding 2,000 b.h.p.—	
Shift engine driver in charge	3.44
Other engine drivers on shift	2.84
(c) Exceeding 5,000 b.h.p.—	
Shift engine driver in charge	3.64
Other engine drivers on shift	2.84
(d) Exceeding 8,000 b.h.p.—	
Shift engine driver in charge	3.84
Other engine drivers on shift	2.84
(6) If an engine driver also attends to an electric generator or dynamo exceeding 10 kilowatt capacity he shall be paid an additional sum of 60 cents per shift.	
(7) If an engine driver also attends to a switchboard he shall be paid an additional sum of 24 cents per shift.	
(8) Engine greasers (power house)	1.41
(9) Electric air compressor drivers	1.69
(10) Electric locomotive drivers	1.38
(11) Drivers of mobile cranes—	
(a) Lifting capacity up to and including five tons and/or with shovel attachment	2.52
(b) Lifting capacity over five tons	2.76

The above wages are payable under a contract of daily service.

FOREMEN.

(Government Water Supply.)

Award No. 1 of 1957.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 568 of 1969.

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

HAVING heard Mr H. R. Barrett on behalf of the applicant and Mr G. A. Johnson on behalf of the respondent, and by consent, I, the undersigned, Commissioner of The Western Australian Industrial Commission, in pursuance of an allocation to me under section 54 of the Industrial Arbitration Act, 1912-1968, and in pursuance of the powers contained in section 92 of the said Act, and all other powers therein enabling me, do hereby order and declare—

That the Government Water, Sewerage and Drainage Foremen's Award No. 1 of 1957, as amended, be and the same is hereby further amended in accordance with the following schedule and that such amendment shall take effect as from the beginning of the first pay period commencing on or after the date hereof.

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

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

Schedule.

Clause 17.—Meal Allowance: Delete the whole of this Clause and insert in lieu thereof:—

Clause 17.—Meal Allowance.

Any worker required to work overtime for more than one and a half hours after the ordinary ceasing time without being notified the previous

day, shall be provided with a meal or be paid eighty cents for each meal, in addition to his overtime payment and time taken for such meal shall not be paid for. Provided, however, that this clause shall not apply when workers are camped.

GAOL OFFICERS.

Award No. 12 of 1968.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 601 of 1969.

Between The Hon. the Chief Secretary, Applicant, and the Western Australian Gaol Officers' Union of Workers, Fremantle, Respondent.

HAVING heard Mr G. A. Johnson on behalf of the applicant and Mr. J. Bradley 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 Gaol Officers Award No. 12 of 1968, as amended, be and the same is hereby further amended in accordance with the following schedule and that such amendment shall take effect as from the beginning of the first pay period commencing on or after the date hereof.

Dated at Perth this 5th day of December, 1969.

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

Schedule.

Clause 19.—Rates of Pay: Delete this clause and insert in lieu thereof:—

Clause 19.—Rates of Pay.

		$
(1)	Basic Wage per week:	
	Male	36.45
	Female	27.88
(2)	Margin per week over basic wage:	
	(a) Prison Officer—	
	First year of service	20.00
	Second year of service	24.25
	Third year of service	27.50
	(b) Senior Prison Officer	36.60
	(c) Principal Prison Officer—	
	First year of service	46.30
	Second year of service	48.50
	(d) Industrial Prison Officer—	
	Grade 1	29.50
	Grade 2	31.00
	Grade 3	36.60
(3)	Shift and Weekend Penalty Loadings: In addition to the basic wage and margins prescribed in subclauses (1) and (2) hereof, officers shall be paid the following allowances to compensate for shift and/or weekend work:	
	(a) Prison Officer—	
	First year of service	4.45
	Second year of service	5.65
	Third year of service	6.25
	(b) Senior Prison Officer—	
	Day shift on any of the seven days	4.30
	Any shift on any of the seven days	6.45
	(c) Industrial Prison Officer—	
	Grade 1—	
	Boilers and Maintenance Officer, Cookhouse Officer	5.40
	Grade 2—Hospital Officer	5.50

HAIRDRESSERS.

(Ladies.)

Award No. 30 of 1962.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 646 of 1969.

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

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

That the Ladies Hairdressers' Award No. 30 of 1962, as amended, be and the same is hereby further amended in accordance with the following schedule.

Dated at Perth this 16th day of December, 1969.

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

Schedule.

Clause 6.—Hours: Add the following paragraph to this clause.

Provided further that in any establishment which does not open for business on Saturday, 27th December, 1969, workers normally employed in that establishment may be required to work the hours which they would have been required to work on such day had the establishment been open for business as ordinary hours of work in addition to normal ordinary hours of work performed during the weeks commencing 15th December, 22nd December and 29th December but not on any day subsequent to Wednesday, 31st December, 1969.

PRINTING.

(Newspapers.)

Award No. 1 of 1963.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 590 of 1969.

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

HAVING heard Mr J. Williams on behalf of the applicant and Mr. G. H. Dunstan on behalf of the respondents, and by consent, I, the undersigned, Commissioner of The Western Australian Industrial Commission, in pursuance of an allocation to me under section 54 of the Industrial Arbitration Act, 1912-1968, and in pursuance of the powers contained in section 92 of the said Act, and all other powers therein enabling me, do hereby order and declare—

That the Newspaper Award No. 1 of 1963, as amended, be and the same is hereby further amended in accordance with the following schedule.

Dated at Perth this 5th day of December, 1969.

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

Schedule.

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

8.—Wages of Time Workers.

The minimum weekly rates of wages shall be—

	$
Basic Wage: Metropolitan Area	36.45
	Margin $
Composing Room:	
Machine Compositor	42.85
Hand Compositor	37.55
Mechanic	37.55

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

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

Reading Room:	
Reader	37.55
Assistant Reader	24.50

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

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

Per cent. per week:	%
16 to 17 years	37½
17 to 18 years	50
18 to 19 years	57½
19 to 20 years	75
20 to 21 years	82½

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

	Margin $
Stereotyping Room:	
Stereotyper	37.55
Machine Room:	
Rotary Machinist	37.55
Brake Hand	25.95
Letterpress Machinist	37.55

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

Publishing Room:	
Publishing hand	22.80
Photo Engraving Room:	
Photo Engraving—	
Operator of half-tone etcher	42.25
Line etcher, proofer, mounter, printer	42.25
Photo-Litho Offset—	
Operator or Printer	42.25
All other workers:	
General Hands	21.75

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

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

	%
During the first six months	33⅓
During the second six months	37½
During the third six months	40
During the fourth six months	50
During the fifth six months	52½
During the sixth six months	60
During the seventh six months	72½
During the eighth six months	77½
During the ninth six months	82½
During the tenth six months	87½

Night Work.

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

General.

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

Computation of Time Off.

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

The rates as prescribed in this schedule are as agreed upon between the parties and are operative as from the first pay period commencing on or after 1st October, 1969.

SHOP ASSISTANTS.

(South-West Land Division.)

Award No. 18 of 1963.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 600 of 1969.

Between the West Australian Shop Assistants and Warehouse Employees' Industrial Union of Workers, Perth, Applicant, and G. J. Coles and Company Limited and others, Respondents.

HAVING heard Mr R. E. Archer on behalf of the applicant and Mr G. J. Martin on behalf of the respondents, and by consent, I, the undersigned, Commissioner of The Western Australian Industrial Commission, in pursuance of an allocation to me under section 54 of the Industrial Arbitration Act, 1912-1968, 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 Shop Assistants (South West Land Division) Award No. 18 of 1963, as amended, be and the same is hereby further amended in accordance with the following schedule.

Dated at Perth this 5th day of December, 1969.

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

Schedule.

Clause 7—Hours: Add to subclause (1) the following new paragraph:—

(f) Where it is agreed between the employer and the workers employed in any particular establishment that, in the week commencing on Monday, 22nd December, 1969, the week's work in ordinary hours is to be performed in five days, exclusive of Saturday and Sunday, then, in the week commencing on Monday, 15th December, 1969, the week's work on ordinary hours for weekly hands shall be forty-one hours on the basis of seven hours twenty-five minutes each day, Monday to Thursday inclusive, seven hours fifty-five minutes on Friday and three-and-a-half hours on Saturday 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 worked exceed forty.

SHOP ASSISTANTS.

(Metropolitan.)

Award No. 41 of 1961.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 599 of 1969.

Between the West Australian Shop Assistants and Warehouse Employees' Industrial Union of Workers, Perth, Applicant, and Boans Limited and others, Respondents.

HAVING heard Mr. R. E. Archer on behalf of the applicant and Mr. G. J. Martin on behalf of the respondents, and by consent, I, the undersigned, Commissioner of The Western Australian Industrial Commission, in pursuance of an allocation to me under section 54 of the Industrial Arbitration Act, 1912-1968, 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 Shop Assistants (Metropolitan) Award No. 41 of 1961, as amended, be and the same is hereby further amended in accordance with the following schedule.

Dated at Perth this 5th day of December, 1969.

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

Schedule.

Clause 8.—Hours: Delete paragraph (v) of subclause (a) of this clause and insert in lieu thereof:

(v) Where it is agreed between the employer and the workers employed in any particular establishment that, in the week commencing on Monday, 22nd December, 1969, the week's work in ordinary hours is to be performed in five days, exclusive of Saturday and Sunday, then, in the week commencing on Monday, 15th December, 1969, the week's work in ordinary hours for weekly hands shall be forty-one hours on the basis of seven hours twenty-five minutes each day, Monday to Thursday inclusive, seven hours fifty-five minutes on Friday and three-and-a-half hours on Saturday 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 worked exceed forty.

AWARDS—

Order for Cancellation of certain provisions—

MEAT INDUSTRY.

(Midland Junction Abattoirs.)

Award No. 11 of 1966.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 555 of 1969.

In the matter of section 98A of the Industrial Arbitration Act, 1912-1968, and in the matter of an application thereunder by the Midland Junction Abattoir Board for an order for cancellation of certain provisions of Award No. 11 of 1966 as amended.

Before Mr Commissioner J. R. Flanagan.
The 19th Day of November, 1969.

Mr L. Y. Hitchen on behalf of the Midland Junction Abattoir Board.

Mr M. Burns on behalf of the West Australian Branch, Australasian Meat Industry Employees' Union, Industrial Union of Workers, Perth.

Judgment.

THE COMMISSIONER: In the matter of Award No. 11 of 1966 and in the matter of an application under section 98A of the Industrial Arbitration Act for an order for cancellation of certain provisions of that award, I am satisfied that, on the matters put to the Commission in these proceedings, an order should be made.

I feel that I cannot add much more to the comments made in earlier proceedings by my colleagues who have been much nearer the scene

in deploring the irresponsible attitude of these workers who have been responsible for this application. The facts speak for themselves. It is an appalling record, and one that I believe is unparalleled in the history of industrial relations in this State. All I need say is that I again endorse unequivocally the remarks of my colleagues who, as I have said, had occasion to deal more directly with the workers concerned.

The form and terms of the order will be made known to the parties as soon as is practicable.

Order accordingly.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 555 of 1969.

In the matter of section 98A of the Industrial Arbitration Act, 1912-1968, and in the matter of an application thereunder by the Midland Junction Abattoir Board for an order for cancellation of certain provisions of Award No. 11 of 1966 as amended.

HAVING heard Mr L. Y. Hitchen on behalf of the Midland Junction Abattoir Board and Mr M. Burns on behalf of the West Australian Branch, Australasian Meat Industry Employees' Union, Industrial Union of Workers, Perth, I, the undersigned, Commissioner of The Western Australian Industrial Commission, in pursuance of an allocation to me under section 54 of the Industrial Arbitration Act, 1912-1968, and in pursuance of the powers contained in section 98A of the said Act, and all other powers therein enabling me, do hereby order and declare:—

(1) That, with respect to any worker who, on the 19th November, 1969, was a member of a team engaged in slaughtering sheep or lambs and employed on work specified in clause 24 (1) of Award No. 11 of 1966, as amended, the provisions of clause 14.—Annual Leave of the said award are hereby cancelled for a period of six months.

(2) Any party or person affected by this order may, at any time after a period of three months from the date hereof, move the Commission to cancel the order.

Dated at Perth this 19th day of November, 1969.

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

AGREEMENTS—INDUSTRIAL—

Variations of—

SEAMEN.

(Tug "Tuart" and others.)

Agreement No. 37 of 1963.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 9 of 1969.

Memorandum of Agreement.

Registered 3rd December, 1969.

THIS Agreement made pursuant to the Industrial Arbitration Act, 1912-1968 this third day of December, 1969, between the Geographe Towage Company Pty. Ltd. of the one part, and the Maritime Workers' Union of Western Australia of the other part, witnesseth as follows:—

1. That Industrial Agreement No. 37 of 1963 be varied by deleting Clause 2 and inserting the following new clause:—

Clause 2—Rates of Pay: The rates of pay for crew members shall be as follows:—

	$
Basic Wage (Per week)	36.45
Margins:	
(i) Deckhand, Fireman or Wiper	15.95
(ii) Leading Deckhand or Greaser	16.75

Signed for and on behalf of the Geographe Towage Company Pty. Ltd., by—

J. E. PRINCE.

In the presence of—

G. BOURNE.

Signed on behalf of the the Maritime Workers' Union of Western Australia by—

PATRICK L. TROY.

In the presence of—

D. K. DANS.

COMPULSORY CONFERENCES—

Amalgamated Engineering Union of Workers of Western Australia; Australasian Society of Engineers' Industrial Union of Workers, Western Australian Branch; Federated Moulders (Metals) Union of Workers, Perth, and Hadwa Ltd., Engineers.

No. 598 of 1969.

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

The conference concerned a work stoppage at Hadwa, by maintenance fitters, over the payment of foundry allowances.

Maritime Workers' Union of Western Australia, Union of Workers and The Hon. Minister for Works and Others.

No. 576 of 1969.

A COMPULSORY conference was held before Mr Commissioner J. R. Flanagan on the 24th November, 1969 at the Western Australian Industrial Commission, 638 Murray Street, West Perth.

The conference was convened at the request of the union in regard to a proposed agreement concerning Guarantee of Earnings—Registered Casual Workers.

Present at the conference were:—

Mr P. L. Troy and Mr T. Henderson, on behalf of the union.

Mr L. Pilgrim, on behalf of the Department of Labour.

Mr. B. Green, on behalf of the State Shipping Service.

Mr H. Johnson, on behalf of the Public Works Department.

Mr J. Collins, on behalf of the Fremantle Port Authority.

Mr C. B. Parks, on behalf of the private employers party to the Award.

Midland Junction Abattoir Board and West Australian Branch, Australasian Meat Industry Employees' Union, Industrial Union of Workers, Perth.

No. 579 of 1969.

A COMPULSORY conference was held before the Chief Industrial Commissioner Mr B. M. O'Sullivan at Perth on Thursday, 20th November, 1969.

Present:

Messrs L. Hitchen and R. Manning representing the Midland Junction Abattoir Board.

Messrs M. Burns and D. Beaton representing the Meat Industry Employees' Union of Workers.

The conference was called by the Chief Commissioner pursuant to the provisions of section 171 of the Industrial Arbitration Act, 1912-1968, for the purpose of finding a means whereby a stoppage of work by some members of the union employed at the Board's Abattoirs could be brought to an end.

The conference was informed that on Wednesday the 19th the slaughtermen workers on the mutton chain had stopped work in order to enforce a demand made by them that the management reinstate a slaughterman worker who the management had dismissed on Tuesday 18th on the grounds of his having assaulted a staff officer of the Board on the Board's property. The manager of the Abattoir had refused requests made by a delegate from the slaughtering section to reinstate the worker.

The conference was further informed that meetings of workers from other sections of the Abattoir had recommended resumption of work by the slaughtermen and that steps be taken to have the dismissal investigated by the union's solicitor and that the union make a request for a formal enquiry into the dismissal but the slaughtermen declined to act in accordance with those recommendations.

On Thursday, 20th November, despite representations made by delegates from other sections, the slaughtermen and workers from the boning room and part of the labourers force refused to work until the dismissed worker was re-instated. Management refused to re-instate the worker and required the workers to carry out their duties.

The conference was informed by the representative of the Board that it was felt that if the workers refused to return to work then the manager might take action to dismiss them for misconduct by taking part in a strike.

The Chief Commissioner addressed the parties and then made the following interim recommendations:—

(1) That all workers resume work forthwith and continue to work in accordance with the provisions of Award No. 11 of 1966.

(2) That the Union, through its appropriate officers, take immediate steps to direct and require the workers abovementioned to resume their work forthwith and continue to work in accordance with the provisions of Award No. 11 of 1966.

(3) That the Union use such powers that it possesses under the terms of the Union rules, Award No. 11 of 1966 and the Industrial Arbitration Act, to bring about the resumption and continuation of work by its members.

(4) That the appropriate Union officer fully inform the workers concerned that refusal to resume work might properly be interpreted as misconduct amounting to justification of dismissal by the employer which if instituted could result in the loss of award or other entitlements to which workers might otherwise be entitled and to the extent of which some workers have already been informed by the employer in other circumstances.

The conference was adjourned.

MIDLAND JUNCTION ABATTOIR BOARD AND MEAT INDUSTRY EMPLOYEES UNION.

No. 593 of 1969.

A COMPULSORY conference was held before the Chief Industrial Commissioner, Mr B. M. O'Sullivan, at Perth on the 2nd and 5th December, 1969.

Present:

Mr L. Y. Hitchen representing the Midland Junction Abattoir Board accompanied by Messrs R. Bosward and R. Manning.

Messrs J. Coleman and D. Cooley representing the Trades and Labour Council and

Mr M. Burns representing the Meat Industry Employees' Union of Workers.

The conference was called by the Chief Industrial Commissioner in exercise of the powers under the provisions of section 171 of the Industrial Arbitration Act.

The Chief Commissioner inquired of the parties the stage reached in the negotiations being conducted concerning the dispute which had occurred following a stoppage of work by certain Union members following which approximately 173 of the workers employed at the Board's Abattoir had been dismissed.

The parties informed the conference that negotiations were still in progress and on 2nd December the conference was adjourned to permit negotiations to proceed. The Chief Commissioner requested that he be kept informed of the progress or any deadlock in the negotiations.

The conference was reconvened by the Chief Commissioner on 5th December, 1969, and he then informed the parties that he had no official report of a breakdown or deadlock in the negotiations between the parties but news media had publicised that such was the state of affairs.

The parties informed the conference that an offer for settlement of the dispute had been made by the Disputes Committee of the Trades and Labour Council but that the Board of the Abattoir could not accept the offer in its entirety and had made a counter offer which in its turn could not be accepted by the Disputes Committee and the parties had reached a deadlock.

It was further reported to the conference that all workers, members of the Union employed at the Abattoir, had stopped work on 5th December in support of the demands made in the offer submitted by the Disputes Committee to the Board.

The Chief Commissioner addressed the conference and informed the parties that a means of settlement of the dispute could be found within the jurisdictional powers of the Commission as prescribed by section 173 of the Act. He suggested to the parties that they consider the present

position and seek settlement of the dispute by resorting to a further conference under section 171 of the Act and therefrom invoke the provisions of section 173.

In addressing the representatives of the Trades and Labour Council and the Union, the Chief Commissioner suggested that they give consideration to means whereby they can recommend to the members of the Union at present on strike to resume their work and allow further action or negotiations between the parties to proceed.

The conference was concluded.

Western Australian Amalgamated Society of Railway Employees Union of Workers and W.A. Government Railways Commission.

No. 626 of 1969.

A COMPULSORY conference was held before Mr. Commissioner E. R. Kelly on the 8th December, 1969 at the Railway Workshops, Midland.

The conference was convened at the request of the union regarding the repair of metal seat bases prior to re-installation in carriages.

Trades and Labour Council Disputes Committee and The Midland Junction Abattoir Board.

No. 627 of 1969.

A COMPULSORY conference was held before Mr. Commissioner E. R. Kelly on 8th December, 1969, at the W.A. Industrial Commission, 638 Murray Street, West Perth.

The conference was convened by the request of the Disputes Committee of the Trades and Labour Council that all matters under dispute between the Meat Industry Union and the Midland Junction Abattoir Board be referred to the Commission.

Transport Workers' Union of Australia, Industrial Union of Workers, Western Australian Branch and Bell Bros. Pty. Ltd.

No. 557 of 1969.

A COMPULSORY conference was held before the Chief Industrial Commissioner B. M. O'Sullivan on Wednesday the 12th November, 1969.

Present:

Messrs G. Bull and G. Brown for the Union.

Mr L. Girdlestone for the Company, accompanied by Messrs G. Bell, T. O'Brien, W. Stanwych and K. Ryder.

The conference was called at the request of the Secretary of the Transport Workers' Union made by letter dated 6th November, 1969 and concerned a number of points wherein agreement had not been reached between the parties and which could lead to serious industrial unrest.

The union Secretary complained of matters and each complaint was dealt with by the conference as it was made.

1. Failure of Bell Bros. to observe the Contract of Service provisions of clause 19 of the Transport Workers' (General) Award No. 10 of 1961.

The Union complaint was that workers were required on occasions to undertake work in the North West areas of the State and less than 24 hours' notice of the requirement was given.

The Company representative advised the conference that upon engagement the written contract of service required workers to undertake work in the North West as requested by management.

After discussion it was agreed by the Company representative that unless, in a particular circumstance, a driver agreed to a lesser time, all drivers would be given at least 24 hours' notice of a requirement to drive to the North West and upon short notice being given the driver would be granted time off, being ordinary time during the period of notice, if necessary to make personal domestic arrangements for his absence.

2. Failure of Bell Bros. to pay Employees in accordance with the provisions of the abovementioned Award as prescribed in clause 12—Overtime.

After discussion of instances of complaint by the union, it was decided that the parties would hold further discussions in private as to the application of the provisions of the overtime clause and if a satisfactory understanding could not be reached then action be taken for an interpretation of the clause by the Commission.

3. Failure of the Company to observe the recall provisions as prescribed in clause 12, subclause (2) of the abovementioned Award.

The parties undertook to conduct private discussions on matters involved in this paragraph.

4. Setting of schedules for vehicles which encourages Drivers to speed to maintain a high average so that they can arrive within a reasonable time of the schedule. Allegations in relation to these speeds will be made clear at the Conference. However it is not proposed to bring witnesses on this matter as Employees are concerned at the possibility of being victimised. The question of speed, we consider, is one of urgency, for both public and Driver Safety.

The Union Secretary explained the nature of the complaints made and the Company representative disputed the allegation of necessity to drive at unreasonable speeds to maintain the schedule set for the trips undertaken.

It was agreed that a circular letter be prepared after consultation with the Union Secretary and all drivers concerned would be issued with a copy of the letter.

5. Insufficient notification by Bell Bros. to Drivers that they are to be transferred to North West duty. Further failure of the Company to seek volunteers for this duty, rather than transfer people who have family and other commitments, and are less qualified to go North on behalf of the Company, suffering dismissal if they refuse, because of the manner in which the transfer is presented to them. This situation can lead to severe industrial unrest and this Union is aware of possible industrial action by its Members unless clarification of this point can be made at an early date.

This matter, in the main, was dealt with under item 1 above and discussion was undertaken concerning the calling of volunteers to undertake the duties described. The conference was informed

that where it is appropriate to call for volunteers for such duties that course was and will continue to be adopted but the Company reserved the right to select workers it considered suitable for the tasks to be performed.

6. The practice of Bell Bros. paying wages into a Bank Account creating delays in money being transferred. Inability to check the amounts banked, creating hardship for Wives and Employees, and in effect failing to comply with the provisions of clause 20—Payment of Wages as prescribed in the Transport Workers' (General) Award No. 10 of 1961.

The system of payment of wages and advice of the composition of pays due was discussed by the parties to the conference and it was decided that the Secretary of the Union have further discussions concerning the Company pay system with the Company Paymaster and that, where any worker requested a variation of the system of pay, if that variation can be complied with within the Company's general system it will be complied with or alternatively the pay will be given in cash.

7. Failure of the Company to properly comply with the provisions of clause 26—District Allowance, of the abovementioned Award.

The parties were recommended to undertake private discussions on the instances wherein dispute arose and if no settlement of the matters is agreed, then an application for interpretation of the clause be made to the Commission.

8. The failure of the Company to properly observe the Award in relation to the prescription of two men driving and resting in relays. Creating a dangerous situation where men who lack proper rest after long hours on the road are in danger to the Public and to themselves. The inadequacy of the Award itself is currently being dealt with in case No. C2206 of 1968 in the Federal jurisdiction. However the Company's current interpretation of the inadequate Award prescription at this juncture is causing disatisfaction amongst the driving staff, as no penalties whatsoever are paid for the work performed. Further men are expected to work extremely long hours without proper rest periods away from the vehicle.

The conference discussed the matters raised in this item and it was recommended to the parties that they undertake further discussion on those matters and to consider whether or not the introduction of a roster program might assist in the alleviation of any difficulty presently said to exist. It was pointed out by the Chief Commissioner that the payment of money is not an appropriate method of overcoming a possible hazard to safety and that the well being of not only the workers but also the public at large is a matter of primary importance in the consideration of the matter of safety. If no solution to the problems can be found by the parties, then some action to compensate a difficulty in the work situation could be taken through an amendment of the award.

9. The summary dismissals by the Firm for alleged misconduct causing extreme dissatisfaction as to security of Employees in the North-West. This in the North-West often leaves a man stranded and creates further dissatisfaction amongst the Employees there, and can only continue to lead to industrial unrest.

Upon discussion of the complaints raised it was agreed that when a worker is dismissed at an outstation of the Company he be given oral reasons for the dismissal and should the union require any further information concerning the dismissal then it will be made available through the Paymaster at the Company's head office.

The conference concluded.

UNIONS—

Amendment of Rules—

ELECTRICAL TRADES UNION.

NOTICE.

I, THE UNDERSIGNED, ASSISTANT REGISTRAR of the Western Australian Industrial Commission, hereby give notice that, pursuant to a direction given to me by the Commission in Court Session and dated the 28th November, 1969, I have this day registered amended and consolidated Rules of the Electrical Trades Union of Workers of Australia (Western Australian Branch), Perth in accordance with the said direction which is set out at the foot of this notice.

Dated the 3rd day of December, 1969.

R. R. ELLIS,
Assistant Industrial Registrar.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

File No. 30 of 1949.

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

HAVING heard Mr. R. W. Fletcher 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 and consolidation of the rules of the applicant union in the terms of the application as filed on the 10th day of November, 1969, as amended by the directions of the Commission in Court Session given at the hearing on the 28th day of November, 1969.

Dated at Perth this 28th day of November, 1969.

By the Commission in Court Session,

[L.S.]

(Sgd.) B. M. O'SULLIVAN,
Commissioner.

MUNICIPAL OFFICERS' ASSOCIATION.

NOTICE.

I, THE UNDERSIGNED, ASSISTANT REGISTRAR of the Western Australian Industrial Commission, hereby give notice that, pursuant to a direction given to me by the Commission in Court Session and dated the 28th November, 1969, I have this

day registered amendments to the Registered Rules of the Municipal Officers' Association of Australia, Western Australian Branch Union of Workers in accordance with the said direction which is set out at the foot of this notice.

Dated the 2nd day of December, 1969.

R. R. ELLIS,
Assistant Industrial Registrar.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

File No. 29 of 1927.

In the matter of the Industrial Arbitration Act, 1912-1968, and in the matter of an application by the Municipal Officers' Association of Australia, Western Australian Branch Union of Workers for amendment of its rules.

HAVING heard Mr. A. C. Sorenson 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 the terms of the application as filed on the 8th day of October, 1969, in respect of Rule 7.—Entrance Fees and Subscriptions.

Dated at Perth this 28th day of November, 1969.

By the Commission in Court Session,

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

PROFESSIONAL ACCOUNTANTS OFFICERS.

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 28th November, 1969, I have this day registered amendments to the Registered Rules of the Professional Accountants Officers' Association of Western Australia Union of Workers in accordance with the said direction which is set out at the foot of this notice.

Dated the 2nd day of December, 1969.

R. R. ELLIS,
Assistant Industrial Registrar.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

File No. 48 of 1948.

In the matter of the Industrial Arbitration Act, 1912-1968, and in the matter of an application by the Professional Accountants Officers' Association of Western Australia Union of Workers for amendment of its rules.

HAVING heard Mr G. D. Long 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 the terms of the application as filed on the 7th day of October, 1969, in respect of Rule 5.—Objects and Rule 23.—Subscriptions.

Dated at Perth this 28th day of November, 1969.

By the Commission in Court Session,

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

DISPUTES—

Matters Referred under Section 173—

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION

No. 627 of 1969.

In the matter of the Industrial Arbitration Act, 1912-1968, and in the matter of an Industrial Dispute between the Trades and Labour Council Disputes Committee, Applicant, and the Midland Junction Abattoir Board, Respondent.

I, THE UNDERSIGNED, COMMISSIONER of the Western Australian Industrial Commission, do hereby advise that, at a conference held pursuant to section 171 of the Industrial Arbitration Act, 1912-1968, between the abovenamed parties, an agreement as to the matter in dispute was not reached, the parties to the dispute consenting to the same being heard and determined by the undersigned Commissioner presiding over that conference.

Dated at Perth this 9th day of December, 1969.

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

Matter Referred.

The reinstatement of workers employed by the Midland Junction Abattoir Board who were dismissed on Friday, 21st November, 1969, on the grounds of misconduct.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 627 of 1969.

Between the Trades and Labour Council, Applicant, and the Midland Junction Abattoir Board, Respondent.

Before Mr. Commissioner E. R. Kelly.

The 10th day of December, 1969.

Mr. J. Coleman on behalf of the applicant.

Mr. L. Y. Hitchen on behalf of the respondent.

Judgment.

THE COMMISSIONER: The dispute before me arises from the summary dismissal by the Midland Junction Abattoir Board ("the Board") of 174 of the workers who were employed on or about the mutton slaughter floor at the Midland Abattoir. One of those workers (a man named Morris) was dismissed as a direct result of an incident that occurred at about 5 a.m. on Sunday, the 16th November, on premises owned by the Board and conducted as a camp for the accommodation of workers recruited from the Eastern States and

New Zealand. The dismissal of Morris led to a strike by 173 workers and that led, in turn, to their dismissal.

The matter comes before me for hearing and determination pursuant to the provisions of section 173 of the Act, and following a conference called under section 171 of the Act at the request of the Trades and Labour Council's Disputes Committee acting on behalf of the Meat Industry Employees' Union. At that conference the issues that would fall for determination in the present proceedings were ascertained and necessary points of procedure settled.

It is important to record that the parties indicated at that conference that there was no difference of substance between them as to the events of Sunday, the 16th November, and they accordingly agreed that it would not be necessary to educe oral evidence in the present proceedings with respect to those events.

It is also important to record that although it is necessary for me to devote some attention to the legal rights and duties of the employer and the workers concerned, it is understood that my task is not simply to declare a result based on the legalities of the situation but to lay down terms and conditions that in my opinion will constitute a fair and reasonable settlement of the dispute.

In the present proceedings allegations of unfair, improper and provocative conduct have been made by each side against the other. I do not think it would be conducive to the settlement of this dispute to enter into that aspect. I do no more than commend to the parties the principle: "Let he who is without sin cast the first stone." I am satisfied that if that principle is followed, not a pebble will be disturbed and the industrial relations of the parties will show a significant improvement.

Turning now to the dispute itself, I am satisfied that the conduct of Morris on Sunday, the 16th November, though it constituted misconduct, did not amount to misconduct which would support summary dismissal. It did, however, constitute misconduct which entitled the Board to exercise its ordinary right under the contract of service to terminate that service. That being the case, I am not prepared to hold in these proceedings that the Board should offer employment to Morris and accept his services if he applied for such employment. I would add that there is nothing in the record of proceedings before me to support any suggestion that Morris was singled out for unfair dismissal because he was a deputy union delegate.

I take a similar view with respect to the worker Sullivan. It is plain that if Sullivan had not been dismissed for taking part in the strike, he would have been dismissed because of the incident of the 16th November as soon as he was found guilty of assault in the Midland Police Court. The Board is entitled, in my opinion, to refuse to employ Sullivan. As far as I am aware, Sullivan is not a union delegate and there can be no suggestion that he was being victimised.

With respect to the other workers, I find that the Board validly dismissed them for misconduct when they went on strike, and particularly so when the almost incessant industrial warfare on the mutton slaughter floor over recent months and the clear warning given to the men concerned is borne in mind. Ordinarily, therefore, any workers so dismissed would lose their accruing entitlements under the award and any re-employment would be regarded as a new engagement. In ordinary circumstances, also, the Board would be entitled to engage only those whom it wished to engage and if these were ordinary circumstances, I would uphold without question the submissions made by the Board in the present proceedings. The plain fact is, however, that these are not ordinary circumstances and the real issue before me is whether, in these particular circumstances, the Board should, as a matter of merit, be allowed to exercise what would otherwise amount to its ordinary right. I do not think it should. All of the workers now being discussed were dismissed for the same reason—namely, that they had taken part in a strike (or, perhaps, a succession of strikes). That being the case, there is, in my opinion, no basis for distinguishing between those workers upon re-employment in the circumstances of this case. If the services of some of these workers had been terminated under their respective contracts because they were inefficient or because they improperly caused dissension amongst the work force or for any other appropriate reason, the situation would be entirely different, but there is nothing before me which suggests that such action was even contemplated by the Board prior to the dismissal of the workers for going on strike, and it is plain that these workers cannot be looked at in the same way as Sullivan.

With the two exceptions mentioned, I therefore determine the matter in dispute by directing that the workers concerned be re-employed without loss of accrued or accruing entitlements except that the period from the date of dismissal to the date of re-employment will not count as service for the purpose of assessing those entitlements.

During the proceedings, it was mentioned that a number of the workers concerned are not unionists. In that regard I think it proper to draw attention to the fact that my present determination under section 173 cannot affect the operation of the award or of orders validly made under other provisions of the Act and does no more than restore the *status quo* prior to the dismissals. The award contains the usual preference clause and my present determination cannot be taken as protecting any worker from the provisions of that clause following his re-employment.

A question was raised concerning workers from the Eastern States and New Zealand who have returned to those places since being dismissed. As I have said, those workers were validly dismissed and if they had remained here, would have been re-employed subject to my present determination. In such a case they would have needed to work an additional period before becoming entitled to return air fares. However, there may be factors in relation to those workers of which I am unaware and I am not prepared to make a final determination on the point; that is, I am not prepared to make a final determination on the basis of what is before me in these proceedings. It appears to me, however, that any payment to those workers is appropriately a matter for the determination of the Board after discussion with the Disputes Committee.

Finally, I recommend to the parties that they resume discussions with respect to the Code of Conduct proposed by the Disputes Committee and the Grievance Procedure proposed by the Board. The Trades and Labour Council proposal represents, in my view, a *bona fide* and responsible

attempt to improve industrial relations in the future and, in general terms, the grievance procedure proposed by the Board tends in the same direction.

It has been understood by the parties and by the Commission that my decision would be accepted by both sides. That being the case, work should resume forthwith in accordance with the terms of this determination.

Decision accordingly.

APPRENTICES—

Reduction in Terms of Registered Apprenticeship Agreements—

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 620 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 the parties to the 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 powers therein enabling me do hereby approve of a reduction in the terms in said agreements to the extent that the said apprenticeships shall be deemed to have been satisfactorily completed at the date of this order.

Dated at Perth this 5th day of December, 1969.

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

Schedule.

Reductions of Balance of Term—Private Employment.

Name; Trade; Employer.

G. J. Dally; Upholstery; Neeta Furniture Pty. Ltd.
N. Coniglio; Cabinetmaking; Peter Jiwkoff.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 621 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 5th day of December, 1969.

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

Schedule.

Reduction of One Year—Private Employment.

Name; Trade; Employer.

T. A. Caddy; Ladies Hairdressing; Shirley Burton & Lionel James Burton.

T. A. Cowper; Ladies Hairdressing; John Lane Jenkins & Elizabeth Irene Jenkins.

D. K. Perry; Ladies Hairdressing; Terrence Doherty & Paula Dorothy Doherty.

K. L. Butler; Ladies Hairdressing; Joy Lynette Pugh.

G. J. Giles; Ladies Hairdressing; Mrs. Mona Patricia Wright.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 622 of 1969.

In the matter of the Apprenticeship Regulations, 1964, and in the matter of an apprenticeship agreement made the 6th day of August, 1965, and Registered on the 20th day of January, 1966, between Northam Machinery Pty. Ltd. (employer); Peter John Townsend, (apprentice); and Richard Townsend (parent); in the trade of Fitting and Turning.

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 power 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 5th day of December, 1969.

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

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 623 of 1969.

In the matter of the Apprenticeship Regulations, 1964, and in the matter of an aprenticeship agreement made the 18th day of April, 1966, and Registered on the 22nd day of August, 1966, between Les Peirce Pty Ltd. (employer); Norman Arthur Sumption, (apprentice); and Arthur Edgar Jack Sumption, (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 four months.

Dated at Perth this 5th day of December, 1969.

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

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 624 of 1969.

In the matter of clause 45 of the Railway Employees' Award (Consolidated 1964), No. 3 of 1961, and in the matter of an apprenticeship agreement made the 21st day of April, 1966, and registered on the 9th June, 1966, between Western Australian Government Railways Commission, (employer); John Gregory Wells, (apprentice); and Ferguson William Wells, (parent); in the trade of Boilermaking.

HAVING read and considered the application herein 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 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 clause 45 of the above award and all other powers therein enabling me do hereby approve of the term of the agreement of apprenticeship being reduced by a period of six months and confirm the agreement demonstrated by this application that any period of technical training lost as a result of the reduction in term approved be made up in the remaining years of apprenticeship.

Dated at Perth this 5th day of December, 1969.

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

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL COMMISSION.

No. 625 of 1969.

In the matter of the Apprenticeship Regulations, 1964, and in the matter of an apprenticeship agreement made the 26th day of April, 1968, and registered on the 7th day of June, 1968, between The Honourable Minister for Works, (employer); Glenn Alwyn Barber, (apprentice); and Ernest William Barber, (parent); in the trade of Fitting.

HAVING read and considered the application herein made under regulation 11 of the abovementioned regulations and having considered the recommendation of the Western Australian Apprenticeship Advisory Council in relation thereto and by consent of all the parties to the above apprenticeship agreement in connection with which the application is made and the consent of the unions concerned, I, the undersigned Chief Industrial Commissioner of the Western Australian Industrial Commission in pursuance of the powers contained in the said regulations and all other powers therein enabling me do hereby approve of the term of the agreement of apprenticeship herein beng 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 5th day of December, 1969.

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