TWENTY-THIRD ANNUAL REPORT
OF
THE CHIEF COMMISSIONER
OF THE
WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION
FOR
PERIOD 1 JULY, 1985 to 30 JUNE, 1986
PURSUANT TO SECTION 16, SUBSECTION (2) (b) OF THE INDUSTRIAL RELATIONS ACT 1979

Report of the Chief Commissioner
of the Western Australian Industrial Relations Commission
on the operation
of the Industrial Relations Act, 1979
1 July, 1985 to 30 June, 1986

Minister Responsible for the Administration of the Act
The Hon. P. M'C. Dowding, LL.B., M.L.C.
Minister for Employment and Training and Industrial Relations
in his capacity as Minister for Industrial Relations
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MEMBERSHIP OF TRIBUNALS
The Western Australian Industrial Relations Commission

Substantial changes to the membership of the Commission took place during the year.

During the absence on long service leave of the President between 3rd July, 1985 and 12th January, 1986 Mr S.R. Edwards acted as President of the Commission following his appointment by the Governor pursuant to Section 17(1) of the Industrial Relations Act, 1979.

Chief Commissioner E.R. Kelly, who had been a member of the Commission since its inception on 1st February, 1964 retired on 31st December, 1985 and I was appointed to the position of Chief Commissioner from 1st January, 1986. Commissioner G.G. Halliwell succeeded me as Senior Commissioner from the same date.

Commissioner G.A. Johnson also retired on 31st December, 1985 after more than eleven years service.

At a special sitting of the Full Bench held on 23rd December, 1985 a wide representation from organisations associated with the Commission paid tribute to the outstanding service rendered by both Chief Commissioner Kelly and Commissioner Johnson to industrial relations in this State.

Mr W.S. Coleman was appointed to the Commission on 3rd February, 1986. Prior to his appointment Commissioner Coleman was Secretary, Western Australian Branch, Australian Medical Association and was earlier a senior industrial officer in the Western Australian Public Service for many years. He had also served for some time as Secretary to the Salaries and Allowances Tribunal.

Dr S.A. Kennedy became the first woman to be appointed to the Commission when she took up duties on 3rd June, 1986. Commissioner Kennedy was previously advocate and research officer with the Federated Miscellaneous Workers' Union of Australia, Hospital, Service and Miscellaneous, W.A. Branch.

At 30 June 1986 the Commission therefore had the following members:

- President: The Honourable D.J. O'Dea
- Chief Commissioner: B.J. Collier
- Senior Commissioner: G.G. Halliwell

Mr Commissioner G.J. Martin has been Chairman of the Government School Teachers' Tribunal for the period under review. Other members of that Tribunal are Dr K.W. Evans (Employer) and Mr D.G. Powell (Employee).

Mr Commissioner G.L. Fielding is now sole Public Service Arbitrator as Mr Commissioner J.F. Gregor's appointment as additional arbitrator expired on 13th May, 1986. With a general reclassification of the Public Service imminent it is probable that an additional arbitrator will need to be appointed in the ensuing year to cope with an expected increase in the workload of the office. Mr Commissioner Fielding has also occupied the position of Chairman, Railway Classification Board for the period under review.
THE WESTERN AUSTRALIAN INDUSTRIAL APPEAL COURT

No change occurred in the membership of the Court during the period under review and at 30th June, 1986 the Court therefore had the following members:

Presiding Judge ............... The Honourable Mr Justice Brinsden
Deputy Presiding Judge ....... The Honourable Mr Justice Kennedy
Members .......................... The Honourable Mr Justice Olney
                                  The Honourable Mr Justice Rowland

INDUSTRIAL MAGISTRATES

The following Stipendiary Magistrates have exercised jurisdiction as Industrial Magistrates at the places indicated during the period under review:

Perth  ........................................ Mr K.F. Chapman
Port Hedland  ............................. Mr T.J. McIntyre
Kalgoorlie  ................................. Mr D.J. Reynolds
Albany  ...................................... Mr P.G. Thobaven

During the year concern was expressed to the Registrar about the difficulty that has been encountered in executing against goods and property under the Industrial Magistrates Regulations. This applies particularly with respect of executing against land. Investigations into the matter have thrown up a wider problem with the Act and Regulations resulting from extensive amendments to the Industrial Relations Act which took effect last year. The amendments have brought about a change of policy in the practice and procedure of the Industrial Magistrates Court and there may be a need for involvement of the District Court Bailiff's Office in the execution process. I recommend that the effect of the changes in the Act on the operations of the Industrial Magistrates Court receive your attention including the role of the Industrial Magistrate in the overall objects of the Act.

REGISTRY

At 30th June, 1986 the Principal Officers of the Commission were:

Registrar  ............................... Mr K. Scapin
Deputy Registrars  ..................... Mr T. Pope
                                Mr C. Hollett

and other staff of the Commission totalled 33.

LEGISLATION

No changes were made to the Industrial Relations Act during the year.

In June 1986 bills were introduced into Parliament to amend the Industrial Relations Act 1979 and to enact legislation for a code of conduct in the building industry. The behaviour of the State registered Builders' Labourers' Federation will be measured against that code of conduct and, if the bill becomes law, that behaviour will be the subject of report by the Chief Commissioner to the Minister on a four-monthly basis.

As the debate was still proceeding at 30th June, 1986 further comment should await the report due in 1987.
ANALYSIS OF MATTERS PROCESSED
FULL BENCH

The Full Bench was constituted on each occasion by either His Honour the President D.J. O'Dea or by the Acting President, S.R. Edwards and two Commissioners. The extent to which each Commissioner has been a member of the Full Bench is indicated by the following figures:

- Chief Commissioner Kelly (retired 31/12/85)  1
- Chief Commissioner Collier  23
- Senior Commissioner Halliwell  10
- Commissioner Martin  10
- Commissioner Johnson (retired 31/12/85)  8
- Commissioner Fielding  7
- Commissioner Salmon  5
- Commissioner Negus  6
- Commissioner Gregor  4
- Commissioner Coleman  2

The following summarizes Full Bench matters:

APPEALS

- Appeals from decisions of the Commission  27
  - Upheld  5
  - Operation of decision suspended and matter remitted  2
  - Dismissed  12
  - Withdrawn  8
- Appeals from decisions of the Industrial Magistrate  2
  - Remitted for further hearing  1
  - Dismissed  1

ORGANIZATIONS

- Application by an unregistered organization for registration as an organization of employees  3
  - Granted  3
- Application by an unregistered organization for registration as an organization of employers  1
  - Withdrawn  1
- Application for alteration of constitution rule of organization  10
  - Registrar directed to register  8
  - Dismissed  2
- Application for alteration of organization's rules pursuant to section 71(5)  1
  - Registrar directed to register  1
- Application to change the name of organization  2
  - Registrar directed to register  2
- Application by Registrar to cancel the registration of organization  1
  - Granted  1
**OTHER**

Application for order of dismissal of appeal for non-compliance with Act and Regulations .............................................................. 1  
Withdrawn ............................................................................. 1

Proceeding for enforcement pursuant to section 84A brought by:-

Registrar ............................................................................. 1  
Industrial Inspector .............................................................. 1  
Withdrawn ............................................................................. 2

**PRESIDENT**

Matters (other than Full Bench matters) dealt with by the President or Acting President were as follows:

Application for an order or direction under section 66 .................. 5  
Order or direction made ......................................................... 2  
Dismissed ............................................................................. 1  
Withdrawn ............................................................................. 2

Application for an order for the production of documents .......... 1  
Withdrawn ............................................................................. 1

Application for an order that the operation of a decision appealed against be stayed ................................................................. 8  
Granted ................................................................................. 4  
Granted conditionally ............................................................ 1  
Refused ................................................................................. 3
COMMISSION IN COURT SESSION

During the period under review the Commission in Court Session has been constituted by three Commissioners on all but one occasion when it was constituted by five Commissioners to deal with job protection in private industry. The extent to which each Commissioner has been a member of the Commission in Court Session is indicated by the following figures:

- Chief Commissioner Collier .................................................. 112
- Chief Commissioner Kelly (retired 31/12/85) .......................... 1
- Senior Commissioner Halliwell .......................................... 58
- Commissioner Martin ......................................................... 38
- Commissioner Johnson (retired 31/12/85) ............................ 24
- Commissioner Fielding ....................................................... 11
- Commissioner Salmon ......................................................... 45
- Commissioner Negus .......................................................... 44
- Commissioner Gregor ......................................................... 20
- Commissioner Coleman ...................................................... 9

Matters dealt with by the Commission in Court Session were:

- Applications for General Order under Division 3 ..................... 4
  Decision given ............................................................... 4
- Other matters allocated directly to Commission in Court Session .... 113
  Decision given .............................................................. 113
- Appeals from Long Service Leave Board of Reference ............... 3
  Dismissed ........................................................................ 3
COMMISSION CONSTITUTE BY COMMISSIONER SITTING OR ACTING ALONE

Matters dealt with during period under review:

Applications for —
- New Agreements .................................................. 2
- New Awards (by consent) ........................................... 7
  (by arbitration) ...................................................... 6
- Variation of Awards (by consent) ................................. 277
  (by arbitration) ...................................................... 43
- Interpretation of Awards ........................................... 8
- Joinder of parties ................................................... 4
- Shortened time for answers ....................................... 15
- Order under section 29(2) ......................................... 215
- Order under section 23 ............................................. 17
- Order for production of documents under section 27(1)(o) .. 7

Applications resolved by conciliation pursuant to section 32 77

Conferences under section 44 —
- Concluded without arbitration ................................... 513
- Matters arbitrated by Commissioner holding conference .... 79
- Matters arbitrated by another Commissioner ................. 18
- Concluded by section 32 Order (not included in above figures) 1
- Called on Commissioner’s own motion (not included in above figures) 4

Matters referred to Commission in Court Session pursuant to section 27(1)(t) 11

CONSTITUENT AUTHORITIES

Government School Teachers Tribunal:
- Appeals (excludes 143 protective appeals) ....................... 188
  Upheld ....................................................................... 13

Conference under section 44 —
- Concluded without arbitration ................................... 20

Promotions Appeal Board:
- Appeals ..................................................................... 266
  Upheld ....................................................................... 41
  Dismissed ................................................................... 124
  Withdrawn ................................................................... 101

Public Service Arbitrator:
- Reclassification appeals ............................................ 820
- Reclassified ............................................................... 89
- Dismissed ................................................................. 358
- Withdrawn ............................................................... 373
Conferences under section 44 —
   Concluded without arbitration ........................................... 33
   Matters arbitrated .......................................................... 3
   Variations of Award (by consent) ....................................... 15
      (by arbitration) .......................................................... 1
   New Agreements ............................................................ 4
   New Awards (by consent) ................................................. 1
   Shortened time for answers ............................................. 1

Railways Classification Board:
   Variations of Award (by consent) ....................................... 6
   Interpretation of Awards .................................................. 3

THE WESTERN AUSTRALIAN INDUSTRIAL APPEAL COURT
Matters dealt with were:
   Appeals from decisions of the Full Bench ............................ 5
      Allowed ........................................................................ 1
      Dismissed ...................................................................... 3
      Withdrawn .................................................................... 1

INDUSTRIAL MAGISTRATES
*Complaints:
   By industrial organizations of employees against employers —
      Lodged ................................................................. 145
      Proved ................................................................. 39
      Dismissed .............................................................. 15
      Withdrawn by leave ................................................... 33
      Pending ................................................................. 58

   By industrial inspectors against employers —
      Lodged ................................................................. 54
      Proved ................................................................. 30
      Dismissed .............................................................. 1
      Withdrawn by leave ................................................... 14
      Pending ................................................................. 9

Total for period under review —
   Lodged ................................................................. 199
   Proved ................................................................. 69
   Dismissed .............................................................. 16
   Withdrawn by leave ................................................... 47
   Pending ................................................................. 67

*(includes a number of matters under Federal awards)
Complaints which resulted in the application of penalties were:

By industrial organizations of employees against employers —

Number of Complaints ........................................... 39
Fines ................................................................. $4900.00
Costs ................................................................. $912.80

By industrial inspectors against employers —

Number of Complaints ........................................... 20
Fines ................................................................. $1430.00
Costs ................................................................. $46.20

BOARDS OF REFERENCE

The Boards of Reference detailed hereunder were chaired by the Registrar and the Deputy Registrars.

Disputed claims under the Long Service Leave provisions of awards ..... 9
Upheld ................................................................. 3
Dismissed ............................................................ 2
Withdrawn ........................................................... 4

Disputed claims under the Long Service Leave Act, 1958 ..... 5
Upheld ................................................................. 3
Dismissed ............................................................ 0
Withdrawn ........................................................... 2

Disputed claims under awards or orders (other than Long Service Leave) ..... 7
Upheld ................................................................. 2
Dismissed ............................................................ 1
Withdrawn ........................................................... 4

Appeals to the State Government Wages Employees Long Service Leave Appeal Committee ..... 5
Upheld ................................................................. 0
Dismissed ............................................................ 1
Withdrawn ........................................................... 4

AWARDS

Number in force at 30 June, 1986 ........................................ 608

INDUSTRIAL ORGANIZATIONS REGISTERED AT 30 JUNE 1986

Number of organizations of employees .................................. 72
Aggregate membership ..................................................... 176,769
Number of organizations of employers .................................. 15
Aggregate membership ..................................................... 3,561
STRIKES

It was reported last year that time lost due to strikes had fallen considerably and the view was expressed by Chief Commissioner Kelly that industrial tension within the State was lessening as unions came to grips with what was required of them under the ACTU-ALP Accord. I am pleased to report that figures available from the Commonwealth Statistician reinforce that view. Time lost through strikes in Western Australia this year was only thirty eight per cent of time lost during 1983/84.

A similar pattern emerged in the Iron Ore Industry. Man days lost during 1983/84 were 98,000 compared with 41,000 this year.
SUMMARY OF MAIN STATISTICS

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* Includes Public Service awards and agreements and awards applying to State School Teachers and Railway Officers.
COMMENTARY

A vast reservoir of industrial relations experience was lost to the Commission with the early retirements of Chief Commissioner Kelly and Commissioner Johnson. A delay in the appointment of a replacement Commissioner added to the problem and left the Commission under-manned for some five months. By the end of the year the Commission had reverted to its numerical strength with the appointment of Dr Sally Kennedy who became the first woman member of the principal industrial tribunal in Western Australia.

The statistics in this report show the success of conciliation in the industrial relations system. The number of conferences held during the year was considerably higher than the previous year. Of the 615 compulsory conferences held under the provisions of Section 44 of the Act, 513 were concluded without the need for arbitration.

Claims lodged by individuals under Section 29(2) continue to increase and now constitute a significant part of the Commission’s work. This section was mentioned in last year’s report as a growing area of activity. During this year applications increased by 23 per cent.

The Karratha office of the Commission continues to provide a valuable service in the Pilbara region of the State. The Deputy Registrar is able to attend to many problems speedily and has been of considerable assistance to those members of the Commission whose industry allocations cover the major projects in the Pilbara.

I am pleased to report the close co-operation which the Commission enjoys with the Australian Conciliation and Arbitration Commission. The Commissions have conducted joint sittings and joint conferences on several occasions to resolve problems which were common to both.

With the retirement of Sir John Moore, who pioneered the regular holding of conferences between Heads of Tribunals of the Australian and State Tribunals, Mr Justice Barry Maddern was appointed President of the Australian Conciliation and Arbitration Commission. He has convened several such conferences since taking up the office to the mutual advantage of all concerned.

I would like to formally record the Commission’s appreciation of the valuable contribution made by Sir John Moore to industrial relations in Australia and for his helpful advice to many of its members over the years.

Much debate has taken place over the Report on Australian Industrial Law and Systems by a Committee of Review headed by Professor Keith Hancock. By the end of the year no action had been taken in the Federal Parliament to implement any of the recommendations made. However, like my predecessor, I respectfully suggest that the matter be closely monitored because of the possible effect of any proposed legislation on State rights.

The Commission has now completed a full year of regulating prescribed industrial matters in the Public Service, Teaching Service and State Railways. I am pleased to report that the transition to the Commission has operated smoothly and no major problems have been encountered.
CONCLUSION

There is no doubt that industrial relations in this State have improved during the past year. I am particularly pleased that a major diamond mining industry is now in full production without any major industrial problems. Likewise, it is pleasing to note the improvement in industrial relations in the Iron Ore Industry. The Iron Ore Industry Consultative Council and the Mining Unions Association have no doubt contributed to that position.

I record my sincere appreciation of the help given to me by my colleagues, the Registrar and all staff of the Commission since I assumed the office of Chief Commissioner. Their assistance has been invaluable. I thank also the staff of Verbatim Reporters for the service which they have rendered to the Commission.

Finally, I record my appreciation of the assistance given to me by the former Chief Commissioner Mr Eric Kelly over the many years of our association. His contribution to industrial relations in this State was outstanding and it was pleasing indeed to see this recognised by his recent appointment as a member of the Order of Australia.

September 25, 1986

B.J. COLLIER
Chief Commissioner
INDUSTRIAL APPEAL COURT —
IN THE WESTERN AUSTRALIAN
INDUSTRIAL APPEAL COURT.
No. 4 of 1986.


Before Brinsden J. (President) in Chambers.

Between Amalgamated Metal Workers and Shipwrights Union of Western Australia and Others, Applicants and Robe River Iron Associates, Respondent.

Judgment.

BRINSDEN J.: The application for an order, that the order of the Commission in Court Session of the Western Australian Industrial Relations Commission No. 758 of 1986 dated 21 August 1986, the subject of Appeal No. 3 of 1986 to the Western Australian Industrial Appeal Court not be stayed — is refused. Liberty to apply. Appeal to be heard on 28 August 1986 at 10.30 a.m. before the Western Australian Industrial Appeal Court.

P. BRINSDEN,
President.

IN THE WESTERN AUSTRALIAN
INDUSTRIAL APPEAL COURT.
No. 4 of 1986.

In the matter of an application for an order, that the Order of the Commission in Court Session of the Western Australian Industrial Relations Commission No. 758 of 1986 dated 21 August 1986 — the subject of Appeal No. 3 of 1986 to the Western Australian Industrial Appeal Court — not be stayed between Amalgamated Metal Workers and Shipwrights Union of Western Australia and Others, Applicants and Robe River Iron Associates, Respondent.

Before Mr Justice Brinsden (President).

Friday 22 August 1986.

Order.

HAVING heard Mr S.R. Edwards (of Counsel) for the Applicants and Mr C.D. Steytler (of Counsel) and with him Mr H.J. Dixon (of Counsel) for the Respondent in the application herein for an order that the said order of the Commission in Court Session be not stayed, the Court DOETH HEREBY ORDER the application be refused. Liberty to apply.

K. SCAPIN,
Clerk of the Court.

FULL BENCH —
Appeals against decision of Commission —
BEFORE THE WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.
No. 1157 of 1985.

Between Mt Newman Mining Co Pty Limited, Appellant and the Australian Workers' Union, West Australian Branch, Industrial Union of Workers, Respondent.

BEFORE THE WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.
No. 1517 of 1985.

Between Mt Newman Mining Co Pty Limited, Appellant and the Australian Workers' Union, West Australian Branch, Industrial Union of Workers, Respondent.

Before the Full Bench.

His Honour the President D.J. O'Dea,
Chief Commissioner B.J. Collier,
and Commissioner G.L. Fielding.

The 18th day of November 1986.

Mr L.A. Jackson (of Counsel) and with him Mr O.L. Ihlein on behalf of the appellant.

No appearance by or on behalf of the respondent.

Reasons for Decision.
(Given extemporaneously.)

THE PRESIDENT: This is an appeal from a decision of the Commission which comprised a direction given on 16 December 1985 requiring the appellant to ensure that no direct relationship be maintained between one of its operatives and members of the respondent union. The details of the direction are unimportant but it is significant to observe that it was issued pursuant to section 32 out of a compulsory conference called pursuant to section 44 of the Industrial Relations Act 1979.

The respondent did not resist the appeal and, in fact, made no appearance.

After hearing the submissions of Mr Jackson on 17 April 1986, the Full Bench was of the opinion that the direction was a finding and is important in that it relates to the vexed question of the relationship between section 32 and section 44 and the powers and procedures of the Commission. In the public interest, therefore, in the opinion of the Commission, an appeal from that finding does lie.

The proceedings were argued to some extent on that previous occasion and following that the matter was adjourned. The appropriate Minister was advised of the issue that had arisen in the event that he may have found some interest in appearing by intervention and making submissions. There was no response to that invitation.

Since the adjournment the Full Bench has decided the matter of Robe River Iron Associates v. Amalgamated Metal Workers and Shipwrights Union of Western Australia and others (66 WAIG 1405). In that case it was held that section 32 and section 44 provide for different procedures and the Commission, as constituted for the purpose of section 44, has no power to exercise the statutory authority conferred by section 32.

We adhere to that proposition which is asserted again in these proceedings in ground 11 and, to some extent, ground 12 of the grounds of appeal.

The appeal is uncontested and we accept that the appellant has, to a sufficient extent, established the merit of the case relied upon. The Full Bench would therefore uphold the appeal and quash the direction given by the Commission on 16 December 1985 in matter No. C557 of 1985.

Order accordingly.
appellant, there being no appearance by or on behalf of the respondent and judgment being delivered on the said 18th day of November 1986 wherein the Full Bench unanimously upheld the appeal, and gave reasons therefor, it is this day, the 18th day of November 1986 ordered that:

1. The appeal be upheld; and
2. The decision of Commissioner O.K. Salmon given in the form of a direction on the 16th day of December 1985 in matter No. C577 of 1985 be quashed.

By the Full Bench.

[Sgd.] D.J. O'DEA,
[L.S.] President.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.
No. 1017 of 1986.
Between the Electrical Contractors Association of Western Australia (Union of Employers) and Others, Appellants and Electrical Trades Union of Workers of Australia (Western Australian Branch), Perth, Respondent.

Before the Full Bench.
His Honour the President D.J. O'Dea,
Chief Commissioner B.J. Collier,
and Commissioner G.J. Martin.

The 20th day of November 1986.

Mr S. Bibby on behalf of the appellants.
Mr L.J. Benfell on behalf of the respondent.
Mr G.J. Hindley on behalf of the Federation of Electrical Contractors.

Reasons for Decision.
(Given extemporaneously.)

THE PRESIDENT: This is an appeal by the Electrical Contractors Association of Western Australia (Union of Employers) and Others to which the Electrical Trades Union of Workers of Australia (Western Australian Branch), Perth is respondent. The appeal is against a decision of the Commission constituted by Senior Commissioner G.G. Halliwell being that part of an order made varying the Electrical Contracting Industry Award No. R22 of 1978 in respect of a car allowance.

The appellant has explained in reference to the grounds of appeal that the determination or decision of the Commission arose as a result of an error of interpretation in relation to matters which were put at the hearing below and as a result of that error the Commission came to a wrong conclusion that a car allowance had increased by indexation percentages on the last two occasions. It is said, in the result, the Commission erred in departing from the established award structure in making its determination.

There is no dispute as to those assertions and the respondent appears in these proceedings to be conceding the error and agreeing that the appeal should be upheld.

We therefore propose upholding the appeal and order that the appeal be upheld and that part of the decision of Senior Commissioner G.G. Halliwell issued on 22 September 1986 in matter No. 676 of 1986 relating to a variation of Clause 19.—Car Allowance, of the Electrical Contracting Industry Award No. R22 of 1978 be quashed.

Order accordingly.

[Sgd.] D.J. O'DEA,
[L.S.] President.

AWARDS/AGREEMENTS — Application for —

CLERKS (TRAVEL INDUSTRY AUSTRALIAN TRAINEESHIPS) INDUSTRIAL. Agreement No. AG8 of 1986.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.
No. AG8 of 1986.
Between Federated Clerks’ Union of Australia Industrial Union of Workers, WA Branch, Applicant and Motive Group Limited and Others, Respondents.

HAVING heard Mr C.D. Panizza on behalf of the applicant and Mr P. Muller on behalf of Motive Group Limited, trading as Motive Travel, Mr G. Tampalini on behalf of West Australian Newspapers Ltd trading as West Travel Service and Mrs C.M. Lambkin on behalf of Traveland Pty Ltd, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act 1979 hereby orders —

That the attached memorandum be registered as an industrial agreement.

Dated at Perth this 4th day of November 1986.

[Sgd.] S.A. KENNEDY,
Commissioner.
Industrial Traineeships Agreement.

This agreement is made pursuant to section 41 of the Western Australian Industrial Relations Act 1975 and is an Agreement made between the Federated Clerks' Union of Australia, Industrial Union of Workers, WA Branch (the Union) on the one part and the employers named in Schedule A attached hereto on the other part witnesseth that hereto mutually covenant and agree the one with the other as follows:

1.—Title.

This Agreement shall be known as the Clerks' (Travel Industry Australian Traineeships) Industrial Agreement.

2.—Arrangement.

1. Title.
2. Arrangement.
3. Objects.
4. Scope.
5. Area of Operation.
6. Term.
7. Definitions.
8. Cancellation of Training.
9. Hours.
10. Conditions of Training.
11. Savings.
12. Dispute Settlement.
13. Signatories.
14. Schedule A.

3.—Objects.

(1) The object of this agreement is to provide the form and substance of the conditions of employment, including rates of pay, applicable to clerical trainees in Western Australia employed under Australian Traineeships Scheme (ATS) and who, but for being a trainee under that scheme would be covered by an award to which the union is a party.

(2) This agreement shall not be used by any party as a precedent in any proceedings before Industrial Tribunals. The purpose is to provide training which will enhance the skill levels and future employment prospects of young persons.

4.—Scope.

This agreement shall apply to any clerical trainee employed in any of the callings covered by the Clerks (Commercial Social and Professional Establishments) Award No. 14 of 1972 employed in the industry of the employers named in Schedule A of this agreement.

5.—Area of Operation.

This agreement shall operate throughout the State of Western Australia.

6.—Terms of Agreement.

This agreement shall operate from the date of its having been signed by the parties hereto for a period of six months. Provided that where the agreement is terminated in accordance with section 43 of the Industrial Relations Act 1979 such termination shall not prejudice any training agreements or employment contracts between the trainees and the employers which were entered into during the currency of this agreement. Provided further that at any time after the date of this agreement the parties may negotiate with the other parties to amend or add to this agreement.

7.—Definitions.

"Training or Trainee Agreement" is an agreement for training made pursuant to section 37D of the Western Australian Industrial Training Act 1975. Such agreement shall be approved by the State Management Committee (SMC) for traineeships and registered under the Industrial Training Act 1975.

“Clerical Trainee” shall be a person who has entered into an agreement for training in any of the callings covered by the award named in Clause 4 of this agreement who at the time of entering into a training agreement is under 20 years of age.

“Relevant Award or Agreement” shall mean the award or agreement named in Clause 4 of this agreement.

“Australian Traineeship System (ATS)” shall mean the traineeship system set up under the Industrial Training Act 1975 as a result of the report of the Commonwealth Committee of Enquiry into labour market programmes (Kirby Report) in response to recommendation 18 of that report.

8.—Cancellation.

A traineeship may be cancelled —

(a) by mutual consent
(b) by either the employer or the trainee giving two weeks' notice on either side, or by the payment or forfeiture as the case may be, of one week's wages in lieu of notice. This does not affect the right to dismiss for misconduct and in such a case wages shall be paid up to the time of dismissal only.

9.—Hours of Attendance.

Trainees shall observe the ordinary hours of attendance per week maintained by employees at the work place where the training is being conducted.

10.—Conditions of Training.

(1) The employer shall ensure that the trainee is permitted to attend the prescribed off-the-job training course and is provided with the prescribed on-the-job training approved by the appropriate State Training Authority. The employer shall provide a level of supervision during the period of the traineeship agreed to by the employer and the Union.

(2) The trainee shall be engaged for a minimum of 12 months as a full-time temporary employee, provided that a trainee shall be subject to satisfactory probation period of one month.

(3) Time spent on off-the-job training shall be allowed without loss of continuity of employment.

(4) Wages — For the purpose of achieving stability of income for the trainee, the employer shall pay a weekly wage calculated on the following basis —

\[ \text{Wage} = \text{X} \times 39 \]

where X equals the appropriate junior rate under the relevant award and 39 represents the actual weeks spent on-the-job in the 12 month period.

Provided that the weekly wage payable to a trainee shall not be less than the minimum weekly rate set or recognised by the Australian Traineeship System.

(5) Overtime — Trainees shall not be required to work overtime unless in a particular establishment the working of some overtime is necessary for the training to be provided on particular work which can only be undertaken during overtime hours.

(6) (a) Where the employment of a trainee by an employer is continued after completion of the traineeship period the service during the traineeship period shall be counted as service for the purposes of the award. The service shall also be credited to any company based medical scheme and other schemes with minimum service criteria.

(b) Should an employee resume employment with an employer within a period of three months from the end of the period of traineeship such employment shall be deemed to be continuous for the purpose of paragraph (a) of this subclause.

(7) The provision of the relevant workers' compensation and occupational health and safety legislation shall apply to trainees.
(8) Where possible traineeship positions shall be additional to normal staff numbers. Existing full-time employees shall not be displaced by trainees.

(9) The Union shall be afforded reasonable access to trainees during work time for the purposes of explaining the role and functions of the Union.

(10) Trainees whose service is terminated at the completion of the traineeship shall be paid annual leave entitlements plus 17.5 per cent loading.

(11) On the completion of the traineeship the state training authority shall provide each successful trainee with a certificate under the Industrial Training Act.

11.—Savings.

(1) The conditions of employment for clerical trainees shall unless prescribed otherwise by this agreement be the conditions of employment laid down by the relevant award or agreement which would but for this agreement otherwise cover such employees.

(2) The normal customs and practice of the employer shall apply except where it is contrary to this agreement.

12.—Disputes Settlement.

(a) Should any dispute arise as to the operation of this agreement and the parties are unable to resolve that dispute by amicable negotiation the parties shall refer such dispute to the Industrial Relations Commission for—

(i) conciliation in the first instance and failing that

(ii) for arbitration.

(b) Should any dispute arise as to the operation of a "training" agreement such dispute shall be resolved through the settlement mechanisms presented by the Industrial Training Act 1975.

Schedule "A".

Employers Party to this Agreement—
Motive Group Ltd trading as Motive Travel
1304 Hay Street, West Perth 6005
Traveland Pty Ltd
5 Mill Street, Perth 6000
West Australian Newspapers Ltd trading as West Travel Service
125 St. George's Terrace, Perth 6000
Jetset Tours (WA) Pty Ltd
44 St George's Terrace, Perth 6000.

Schedule "B".

Grounds upon which the Application is made:

1. The Industrial Agreement is in a form which may be registered under section 41 of the Industrial Relations Act 1979.

2. The Agreement requires the modification of the application of the Clerks' (Commercial, Social and Professional Services) Award No. 14 of 1972.

3. The Agreement has been entered into to permit the introduction of "Traineeships" under section 37D of the Western Australian Industrial Training Act 1975.

4. It is a part of the Agreement between the parties to the Agreement that this Agreement be registered.

COMMUNITY COLLEGES.


BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.


Between the State School Teachers' Union of Western Australia (Incorporated), Applicant and Hedland College, Kalgoorlie College and Karratha College, Respondents.

A word.

HAVING heard Ms E.M. Parker on behalf of the applicant and Mr J.D. Miller on behalf of the respondents, and by consent the Commission pursuant to the powers conferred on it under the Industrial Relations Act 1979, hereby makes the following award:


1.—Title.

This award shall be known as the "Community Colleges" Award 1986.

2.—Arrangement.

1. Title.
2. Arrangement.
3. Area and Scope.
4. Term.
5. Definitions.
7. Contract of Service.
8. Limited Term Employees.
10. Salaries.
11. Hours of Duty.
15. Long Service Leave.
17. Parenting Leave.
19. Special Leave with Pay.
20. Professional Experience Programmes.
21. Study Leave.
22. Higher Duties.
23. Locality Allowance.
24. Travelling Allowances.
25. Liberty to Apply.

Schedule A — Salaries.
Schedule C — List of Respondents.

3.—Area and Scope.

This Award shall apply to all academic employees as defined, employed in the respondent Colleges in the State of Western Australia.

4.—Term.

The term of this Award will be one year on and from the 28th day of October 1986 except where liberty to apply is reserved.

5.—Definitions.

(1) "Academic employee or Academic staff" means those persons employed in the classifications listed in Schedule A — Salaries of this award or any person by whatever name described who performs all or part of the duties of the aforesaid persons and includes persons employed in a relieving capacity in substitution for those persons but not so as to describe a person whose major and substantial employment is clerical work and does not include persons employed on a sessional basis.

"Council" means the Council of the College and includes any person authorised by the Council to act on its behalf.
"Limited Term Employee" means a member of the academic staff employed on a full-time or fraction of full-time contract of specified duration.

"Part-time employee" means a member of the academic staff employed on teaching contact duties only and employed in accordance with Schedule B — Part-Time Provisions of this award.

"Spouse" means wife or husband and shall include the partner in the case of couples living together in a de facto relationship.

(2) It is agreed that the question of whether or not Heads of School should be included in the award is not yet agreed and liberty is reserved to the applicant to apply to include such persons at any time.

6.—Appointment Provisions.

(1) Date of Employment: The date of employment shall be deemed to be the date on which the appointee would have commenced his/her journey had he/she travelled by the most direct practicable route to take up his/her appointment, or that date at which his/her previous employment terminated, according to whichever is the later. Alternatively, the date of appointment may be a date agreed to by the employee and the employer.

(2) Travelling Expenses: The employer will pay the cost of the most economical air fares for the appointee, his/her spouse and dependants under the age of 18 but also including a dependant who is a disabled child under the age of 25, from the appointee’s place of residence to the place of employment.

(3) Removal Expenses
(a) Inter State: Academic employees recruited from areas outside the locality will be entitled to re-imbursement of removal expenses on the same basis as apply to permanent officers employed under the provisions of the Public Service Act.
(b) Intra State and Overseas: Academic employees recruited from other States and overseas will be allowed re-imbursement of removal expenses to the same extent as is applied to academic employees recruited at WAIT, UWA and WACAE and adjusted to allow for the journey between Perth and the College.

(4) Settling In Allowance: A new appointee recruited from outside the locality will be entitled to a settling in allowance. The settling in allowance shall be the equivalent of one per cent of the annual salary of Level 8 in Schedule A — Salaries of this award and one half of one per cent of the same salary for the appointee’s spouse and each of the appointee’s dependants.

Provided that the Settling In Allowance shall be paid once only in respect of a family unit and once only if the Council should employ both spouses.

(5) Repayment on Early Resignation: Where an employee has been paid or has paid on their own behalf, travelling expenses, removal expenses and settling in allowances, and where the employee resigns before the expiry of two years from the date of appointment the employee may be required to refund to the employer that portion of those expenses paid on the employee’s behalf calculated as follows:

Total relevant expenses x complete months remaining in period
                                                      24

(6) Accommodation Allowance: The necessary and reasonable cost of hotel accommodation in transit and on arrival will be met by the College up to a maximum of one month. The Council may agree to extend this period where an appointee has been granted a housing entitlement.

7.—Contract of Service.

(1) The appointment of each employee shall in the first instance be employment on probation only, which probationary service shall be for 12 months.

(2) At any time during the probationary period the contract of employment may be terminated by the employer or employee by six weeks' written notice or by payment in lieu of notice.

(3) At least two months before the completion of the probationary period, the Council shall decide to:
(a) allow the probationary period to lapse; or
(b) appoint the person as an academic employee; or
(c) extend the probationary employment for a time not exceeding a further 12 months. Provided that the probationary period may be extended to provide the employer with a teaching period equivalent to two semesters in which to assess the employee but where the extension is for any other reason the employer shall advise the employee in writing of those aspects of the employee's performance of the required duties, which warrant the extension.

(4) Where the Council extends the period of probationary employment, the contract of employment may be terminated as set out in subclause (2) of this clause.

(5) The contract of employment of an academic employee may be terminated by either party bereft giving three months notice in writing, or such lesser period as agreed between the parties, or by payment of the equivalent salary by either party in lieu of such notice. This provision shall apply in the case of limited term employees unless a period of notice is expressly provided for in the limited term contract of service.

(6) Notwithstanding the foregoing, nothing shall prevent the employer from terminating the contract of an employee without due notice if the employee is deemed guilty of misconduct. An employee so terminated shall be provided in writing with the alleged facts of the misconduct upon which the decision to terminate was made.

(7) An employee whose employment is confirmed as tenured shall hold that position until the employee:
(a) retires;
(b) resigns; or
(c) has his/her contract of employment terminated by the employer in accordance with this clause.

(8) An employee having attained 55 years of age shall be entitled to retire upon giving three months' notice in writing.

(9) Every employee shall retire on attaining the age of 65 years, excepting that when it would benefit the College, the Council may allow such employee to continue to the end of the calendar year in which the age of 65 years is attained.

(10) Nothing herein contained shall prevent the employer and employee by agreement changing the contract of employment from full-time to a fraction of full-time or vice versa but not so as to effect the tenure of the employee.

8.—Limited Term Employees.

(1) Notwithstanding the provisions of Clause 7.— Contract of Service of this award, any person employed for a limited term shall be advised in writing of the appointment, such advice shall specify the dates of commencement and termination of their employment.

(2) Limited term employees (full-time) shall be entitled to all rights and conditions as are provided in this award for employees with tenure excepting professional experience programmes and maternity leave.

(3) Limited term employees (fraction of full-time) shall be entitled to all rights and conditions as are provided for employees with tenure excepting
professional experience programmes and maternity leave but vacation leave, sick leave, long service leave and the like shall be paid pro rata to the full-time rate.

(4) Where a public holiday falls on a day upon which fraction of full-time employees would normally work, they shall be paid for that public holiday notwithstanding that their normal day is transferred to another day during the week in which the holiday falls.

9.—Part-Time Employees.

Any employee engaged as a part-time employee will not be entitled to any of the provisions of this award other than those provided in Schedule B — Part-Time Provisions of this award.

10.—Salaries.

(1) Salaries and Salary ranges shall be in accordance with Schedule A — Salaries of this award.

(2) Salaries shall be paid fortnightly and at least one clear day before a weekend or public holiday.

(3) The salaries of employees set out in Schedule A — Salaries of this award shall be varied at the same time as the salaries contained in the Government School Teachers Salaries Award (1981) so as to maintain the relativities.

11.—Hours of Duty.

(1) Academic employees will have teaching duties of 800 hours per year and these are to be worked as agreed by prior arrangement between the individual academic staff member and the employer. These duties will normally be worked as 22 hours per week over 36 teaching weeks or 20 hours over 40 teaching weeks per year and shall not include enrolment, examination or examinations marking periods.

(2) Except when an employee is absent from duty on leave in accordance with the provisions of this award, or as approved by the employer, employees are required to be in attendance at the College at such times as are necessary to maintain the efficient operations of the College.

(3) All contact hours worked beyond 5.00 p.m. or on weekends will be compensated with 1.5 hours' time off during normal working hours.

(4) Any disagreement arising between the parties upon the application of subclause (2) of this clause may be referred to the Commission for determination.

12.—Annual Increments.

(1) The salary of an employee shall be progressively increased subject to satisfactory service from the minimum to the maximum of the applicable salary range, by annual increments to the annual increment date of subclause (2) of this clause. Incremental movements shall be in accordance with the provisions of Schedule A — Salaries of this award.

(2) Each annual increment date shall be determined from the date of commencement with the employer in accordance with the following:

(a) Appointed 1 December to 28 or 29 February. Increment date — 1 January.

(b) Appointed 1 March to 31 May. Increment date — 1 April.

(c) Appointed 1 June to 31 August. Increment date — 1 July.

(d) Appointed 1 September to 30 November. Increment date — 1 October.

(3) Where an employee is employed fraction of full-time and the aggregate of their service equates to a year of service of a full-time employee they shall be paid increments pursuant to subclause (1) of this clause.

13.—Annual Leave.

(1) An employee shall be entitled in addition to gazetted Public Service Holidays to leave of absence for recreation at the rate of six weeks on full salary for each completed period of 12 months' continuous service. Entitlement to recreation leave will be recorded one year in advance on the 1st day of January each year and subject to subclause (3) of this clause may be taken at any time during the accrual year and up to Friday of the week prior to the commencement of the following year. The leave prescribed by this clause is inclusive of leave granted to Public Sector Employees for the location of the employee.

(2) An employee who is first appointed from a date after 1 January, shall, for continuous service to 31 December next following, be credited as able to request pro rata annual recreation leave in accordance with the following table —

<table>
<thead>
<tr>
<th>Completed calendar months of service in that year</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
<th>9</th>
<th>10</th>
<th>11</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pro rata annual leave credit</td>
<td>2</td>
<td>5</td>
<td>7</td>
<td>9</td>
<td>12</td>
<td>15</td>
<td>17</td>
<td>20</td>
<td>22</td>
<td>24</td>
<td>27</td>
</tr>
</tbody>
</table>

(3) The time during which an employee may take annual recreation leave shall, in every case, be such as is approved by the Council.

(4) Annual Leave not taken during the accrual year or before the Friday of the week prior to the commencement of the first semester of the following year, shall be regarded as having been taken, unless the permission of the Council has been obtained to defer all or some of the accrued leave. Leave deferred in accordance with this subclause shall be regarded as having been taken the following year unless the permission of Council has been obtained to further defer some or all of the deferred leave.

(5) An employee who resigns or retires, or whose appointment is terminated after having been granted annual recreation leave, shall refund the value of any unearned portion of such leave calculated by deducting from the annual recreation leave provision that portion to which the employee was entitled in accordance with the table in subclause (2) of this clause.

(6) Should any gazetted Public Service Holiday occur during the period an employee is absent on annual recreation leave and such day would normally be an ordinary working day for the employee, a day in lieu of each holiday shall be added to annual recreation leave entitlement.

(7) Employees shall be entitled to a loading on annual leave on the last pay day of each year in respect of annual leave accrued since January of that year. The payment shall be calculated as 17½ per cent of the employee's current salary with respect to a maximum of four weeks' annual recreation leave provided that the maximum amount payable shall not exceed the Australian Statisticians calculation of the national average weekly earnings per employed male unit (Original Series) for the September quarter of the leave accrual year.

14.—Sick Leave.

(1) (a) An employee will be credited one year in advance on the 1st day of January each year with a sick leave entitlement of 10 days per annum on full pay and five days on half pay and this entitlement will be cumulative.

(b) An employee who is first appointed from a date after 1 January shall, for continuous service to 31 December following, be credited at the date of appointment with pro rata sick leave entitlement in accordance with the following table —

<table>
<thead>
<tr>
<th>Completed calendar months of service in that year</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Pro rata Sick Leave Entitlement</td>
<td>-</td>
<td>1</td>
<td>2</td>
<td>3</td>
<td>4</td>
<td>5</td>
<td>6</td>
<td>7</td>
<td>8</td>
<td>9</td>
<td>10</td>
</tr>
</tbody>
</table>

(2) An application for leave of absence on the grounds of illness exceeding two consecutive working days shall be supported by the certificate of a registered medical practitioner, or where the nature of illness consists of a
dental condition and the period of absence does not exceed five consecutive working days, by a certificate of a registered dentist.

(3) The number of days leave of absence which may be granted without production of a medical or dental certificate shall not exceed in the aggregate five working days in any one calendar year.

(4) At any time after one month's continuous absence on account of illness from the date of a first medical certificate, the Council may require an employee —

(a) to submit a further medical certificate supporting continuation of the absence; and

(b) after six months' continuous absence to undergo a medical examination and other tests such as a registered medical practitioner nominated by the Council may require, at the expense of the Council.

(5) Arrangements shall be made for the immediate superior to be informed forthwith by an employee who is unfit for duty as a consequence of an illness or injury. As soon as reasonably possible thereafter, the employee shall make a formal application for sick leave to cover the absence from duty; otherwise the absence shall be treated as being leave without pay.

(6) Additional sick leave may be provided in special circumstances by decision of the Council.

(7) Where an employee is ill during a period of —

(a) annual leave for recreation — for a period of at least seven continuous days; or

(b) long service leave — for a period of at least 14 continuous days; and

produces at the time, or as soon as possible thereafter, medical evidence satisfactory to the Council that as a result of illness the employee was confined to a place of residence or a hospital, the employee, with the approval of the Council, shall be granted additional leave equivalent to the number of normal working days during which the employee was so confined at a time convenient to the Council.

(8) Illness during a professional experience programme shall not qualify for additional sick leave or absence for professional experience programme.

(9) (a) An employee who suffers personal injuries by accident necessitating absence from work shall be granted sick leave entitlement providing the absence caused by the accident is within the provisions of the Workers' Compensation and Assistance Act 1981.

(b) Provided that where the employee is unable to resume duty at the expiration of a period of 26 weeks, such further leave as is required shall be granted but half the period of such further leave shall be debited against the employee's sick leave entitlement.

15.—Long Service Leave.

(1) Each employee who has completed a period of seven years of continuous service but not including service prior to the employee attaining the age of 18 years shall be entitled to three months long service leave on full pay.

(2) Each employee is entitled to an additional three months of long service leave on full pay for each subsequent period of seven years of continuous service completed by the employee.

(3) For the purpose of determining an employee's long service leave entitlement under the provisions of subclauses (1) and (2) of this clause, the expression 'continuous service' includes any period during which the employee is absent on full pay or part pay from the employee's duties in the College but does not include:

(a) any period exceeding two weeks during which the employee is absent on leave without pay, unless the Council determines otherwise; or

(b) any period during which the employee is taking long service leave entitlement or any portion thereof;

(c) any service by an employee who resigns, is dismissed or whose services are otherwise terminated other than service prior to such resignation, dismissal or termination when that prior service had actually entitled the employee to long service leave under subclause (1) or (2) of this clause.

(d) any period of service between the commencing date approved by the Council pursuant to subclauses (5) and (6) of this clause and the date on which an employee reduces his entitlement to the maximum approved under subclauses (5) and (6) of this clause.

(4) Subject to the approval of the Council, an employee may take long service leave at any time between the date on which the employee became entitled to the leave and the date on which the employee next becomes entitled to a further period of three months' long service leave.

(5) The Council may approve of the deferment of the commencing date for taking long service leave for such time as will permit an employee to accumulate an entitlement up to a maximum period of six months leave. Such approval may be withdrawn or varied at any time by the Council giving the employee notice in writing of the withdrawal or variation.

(6) The Council may approve of the deferment of the commencing date for taking long service leave for such time as will permit an employee to accumulate an entitlement for a period in excess of six months leave in special circumstances. Such approval may be withdrawn or varied at any time by the Council giving the employee notice in writing of the withdrawal or variation.

(7) (a) On the first working day of March in each year the Council shall by notice in writing advise each relevant employee —

(i) of the amount of long service leave to which the employee is then entitled under subclauses (1) and (2) of this clause.

(ii) of the amount of long service leave to which the employee will become entitled at any time during the next succeeding 12 months.

(b) The notice referred to in paragraph (a) of this subclause shall require the employee to furnish to the Council within one month of the receipt of the notice, particulars of the dates between which the employee desires to take the long service leave or part thereof to which the employee is or will become entitled, and whether, to what extent and for what reasons the employee desires to take the leave on full or half pay or desires to defer the taking of the leave.

(8) An employee who desires to be granted a period of long service leave shall give at least two months notice in writing of the fact prior to the commencement of the semester proceeding that in which the leave is proposed to be taken and shall make application to the Council on the form approved by the Council, on which form the employee shall state the amount of leave the employee requires and the date from which the employee desires the leave to commence, but in case of emergency and for reasons to be stated in writing an employee may at any time apply to the Council on such form for any long service leave due to the employee.

(9) The Council may subject to the Colleges convenience approve an employee's application to take —

(a) a complete entitlement of long service leave on full or half pay; or

(b) a portion of long service leave entitlement on full or half pay, subject to the portion being one complete month's entitlement or a multiple thereof.

(10) An employee may, subject to the Council’s approval and prior to commencing Long Service Leave request the substitution of the commencement date for the leave.
18.—Maternity Leave.

An employee shall, on the death within Australia of a spouse, parent, child or step child be entitled, on notice, to leave up to and including the day of the funeral of such deceased person, to be taken without pay or on a public holiday.

Provided that payment in respect of bereavement leave is to be made only where the employee otherwise would have been on duty and shall not be granted in any case where the employee concerned would have been off duty in accordance with the provisions of this clause.

19.—Special Leave With Pay.

Liberty is reserved to the parties to apply to vary this award at any time to provide for Special Leave With Pay.

20.—Professional Experience Programmes.

(1) The Council may approve paid leave for an employee with three years' continuous service to work outside of the College in order to—

(a) maintain and improve the employees professional and vocational knowledge;

(b) obtain practical experience in the workplace for which the employee is preparing students; and

(c) where appropriate, undertake research

(d) where appropriate, undertake an approved course of study.

Except that such participation:

(i) shall not be automatic;

(ii) shall be based on the needs of the College, the nature of the project proposed by the staff member and his capacity to make effective use of the opportunity provided;
(iii) shall be subject to the financial constraints of the College.
(iv) shall not exceed three months leave for any period of three years' continuous service with the College.


(3) Any money received by the employee from outside employment while on Professional Experience Programme leave shall be refunded to the College except that deemed by the Council to be necessarily incurred by the employee in pursuing the approved programme.

21.—Study Leave.

(1) Subject to the convenience of the College, the Council may approve paid study leave for a relevant and approved course in accordance with the following provisions:

(a) the employee may be released for up to a maximum of six hours per week.
(b) the employee may be released for up to a maximum of one week during a non teaching period for attendance at a residential programme which is a compulsory requirement of the approved course.

(2) Study leave provided under this clause shall not be granted for that component of the course for which study leave has already been granted and which is designed to replace a failed unit.

(3) Liberty is reserved to the parties to apply to vary this clause at any time.

22.—Higher Duties.

(1) An employee may be called upon to perform temporarily the duties of another employee holding a higher position than the employee currently holds.

(2) Subject to the provision of this clause an employee who is required to perform the major and substantial duties of a higher position for a period in excess of five consecutive days shall be paid an allowance equal to the difference between the employee's own salary and the minimum salary of the higher position.

(3) Where the employee acts from time-to-time in a higher position which has an incremental range of salaries and the periods aggregate to 12 months in a period of 18 months they shall receive one increment higher than the salary applicable prior to the date upon which the 12th month is attained. The foregoing requirement shall obtain for any further aggregating periods of 12 months.

(4) For the purposes of determining an entitlement to payment of increments to an employee permanently appointed to a higher position in which they have previously acted such acting service will be used in determining the length of service in the position.

(5) A higher duties allowance is payable during annual leave where:

(a) the allowance has been paid continuously for 12 months prior to the taking of the leave; or
(b) the employee has been receiving the allowance for less than 12 months if during the annual leave non-one else is paid the allowance in respect to the same position and the employee returns to the same higher position.

23.—Locality Allowances.

Employees covered by the provisions of this Award shall be entitled mutatis mutandis to the Locality Allowances as apply to Government School Teachers employed under the provisions of the Education Act 1928.

24.—Travelling Allowances.

Employees covered by the provisions of this Award shall be entitled mutatis mutandis to the Travelling Allowances including the Annual Leave Travel concessions as apply to permanent officers employed under the provisions of the Public Service Act 1978.

25.—Liberty to Apply.

The parties reserve the right to apply to the Commission after the date this Award comes into operation in respect to the following matters:

(a) Maternity Leave with pay [subclause (6) of Clause 16].
(b) Parenting Leave (Clause 17).
(c) Study Leave (Clause 21).
(d) Special Leave With Pay (Clause 19).
(e) Definitions in relation to including the classification "Head of School" in the award.

Schedule A — Salaries.

(1) Lecturer Scale

(a) 1. $16 851 — Normal minimum commencing point for lecturers possessing no relevant post secondary qualifications.
2. $18 373
3. $19 895
4. $21 419
5. $22 941 — Minimum commencing point for graduate or equivalent qualification (UG2, UG1) without relevant experience.
6. $24 463 — Minimum commencing point for Trades lecturer with at least five years relevant post apprenticeship experience.
7. $25 986
8. $27 508 — Normal maximum point for lecturers possessing no relevant formal post secondary qualifications.
9. $29 031
10. $30 554 — Normal maximum point for lecturers not possessing relevant graduate qualifications (UG2, UG1) or equivalent level.
11. $32 076
12. $33 599 — Normal maximum for lecturers with relevant graduate qualifications. Progression beyond this level requires a relevant four year UG1 graduate qualification or equivalent.*
13. $35 122
14. $36 644

(b) A UG1 or UG2 qualification means an advanced education or university level award which meets the criteria for those qualifications laid down from time to time by the Australian Council for Tertiary Awards, or its predecessor.

(c) For Level 5, an approved equivalent includes the following:

• UG2 plus a relevant TAFE Diploma; or
• a three year UG1 or UG2 plus one year post graduate award;

(d) Equivalent qualification for UG1 includes the following:

• UG2 plus a relevant TAFE Diploma; or
• a three year UG1 or UG2 plus one year post graduate award;

* or any other equivalent level of qualification approved by the employer.
(2) Head of Department
$40 351
(3) Allowances: Administrative and Management allowances shall be payable to staff appointed to the Lecturer Scale in accordance with the following provisions:
(a) the allowance shall be payable only in respect of special duties assigned from time to time by the Director;
(b) an Administration allowance of $1 000 shall be payable for significant administrative responsibility involving the organisation and supervision of resources for programmes; and
(c) a Management allowance of $2 000 shall be payable for significant programme management responsibilities including line responsibility for full-time staff and budget control.
(4) Fraction of Full-Time: Where the employment is on a fraction of full-time basis the salary payable shall be a proportion of the appropriate full-time salary prescribed by this clause for that employee, according to the fraction of full-time being worked.

Group A $42.90 per hour
Group B $35.10 per hour
Group C $32.60 per hour
Group D $25.20 per hour
Group E $21.40 per hour

(1) Classes in groups B to E are determined in accordance with the guidelines used by the Technical Education Division of the Education Department.
(2) This scale will be adjusted annually in accordance with any change in full-time academic salaries.
(3) Part-Time employees will be paid the hourly rates in this schedule or by such contract sum as may be agreed between the part-time employee and the employer.
(4) This schedule shall come into effect on and from 1 July 1986 notwithstanding the operative date of any other part of the award.

Schedule C — List of Respondents.
Hedland College
Kalgoorlie College
Karratha College

Dated at Perth this 28th day of October 1986.

[LS.]
G. J. MARTIN,
Commissioner.
Schedule.
Clause 15.—Annual Leave: Renumber existing subclause (1) of this clause, (1) (a) and insert new paragraph (b):

(b) Where an employee has worked less than the full-time hours per week as specified in Clause 8.—Hours of this Award, over the accrual period for annual leave, the hours for which payment is made shall be calculated on an average of the number of hours worked per week during such accrual period.

CATERING EMPLOYEES
(Nationwide Food Service Pty Limited).
Award No. A31 of 1981.
BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.
No. 826 of 1986.

Between Federated Liquor and Allied Industries Employees' Union of Australia, Western Australian Branch, Union of Workers, Applicant and Nationwide Food Service Pty Ltd, Respondent.

Order.
HAVING heard Mr E.L. Fry on behalf of the applicant and Mr K.J. Farrell on behalf of the respondents and by consent the Commission, pursuant to the powers conferred on it under the Industrial Relations Act 1979 hereby orders:

That the Catering Employees (Nationwide Food Service Pty Limited) Award 1985 No. A31 of 1981 be varied in accordance with the following Schedule and that such variation shall have effect from the beginning of the first pay period on or after the 1st day of November 1986.

Dated at Perth this 31st day of October 1986.

(Sgd.) S.A. KENNEDY,
Commissioner.

Schedule.
Clause 22.—Wages: Delete subclause (1) from this clause and insert in lieu thereof the following:

(1) Classifications (total wage per week):

<table>
<thead>
<tr>
<th>Classification</th>
<th>Wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chef</td>
<td>$297.80</td>
</tr>
<tr>
<td>Qualified Cook</td>
<td>$273.80</td>
</tr>
<tr>
<td>Cook Employed Alone</td>
<td>$259.80</td>
</tr>
<tr>
<td>Breakfast and/or Other Cooks</td>
<td>$256.70</td>
</tr>
<tr>
<td>Bar Attendant</td>
<td>$259.30</td>
</tr>
<tr>
<td>Waiter/Waitress</td>
<td>$252.60</td>
</tr>
<tr>
<td>Steward/Stewardess</td>
<td>$252.60</td>
</tr>
<tr>
<td>Cashier</td>
<td>$259.30</td>
</tr>
<tr>
<td>Counterhand/Kiosk Attendant</td>
<td>$252.60</td>
</tr>
<tr>
<td>Kitchenhand</td>
<td>$249.80</td>
</tr>
<tr>
<td>Laundress</td>
<td>$249.80</td>
</tr>
<tr>
<td>Cleaner</td>
<td>$249.80</td>
</tr>
<tr>
<td>General Hand</td>
<td>$249.80</td>
</tr>
</tbody>
</table>

FIRE BRIGADE EMPLOYEES (Workshops).
Award No. A6 of 1981.
BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.
No. 131 of 1984.

Between Electrical Trades Union of Workers of Australia (Western Australian Branch), Perth, Applicant and Western Australian Fire Brigades Board, Respondent.

Order.
HAVING heard Mr L.J. Benfell on behalf of the applicant and Mr J.L. Ross on behalf of the respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act 1979 hereby orders:

That the "Fire Brigade Employees (Workshops)" Award No. A6 of 1981 as varied be further varied in accordance with the following schedule and that such variation shall have effect from the beginning of the first pay period commencing on or after the 24th day of October 1986.

Dated at Perth this 19th day of November 1986.

(Sgd.) G.J. MARTIN,
Commissioner.

Schedule.
Clause 11.—Special Rates and Provisions: After subclause (2) of this clause insert a new subclause (3) in the following terms:

(3) An Electrician — Special Class, an electrical fitter and/or armature winder or an electrical installer who holds, and in the course of his employment may be required to use a current "A" Grade or "B" Grade licence issued pursuant to the relevant regulation in force on the 28th day of February 1978 under the Electricity Act 1945 shall be paid an allowance of $11.70 per week.

GOVERNMENT RAILWAYS LOCOMOTIVE ENGINEMEN'S.
BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.
No. 906 of 1986.

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

Order.
HAVING heard Mr L. Young on behalf of the Applicant and Mr R. Horton on behalf of the Respondent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act 1979, having satisfied itself that the terms of the General Order of the Commission No. 261 of 1986, dated 23 July 1986, have been complied with, and by consent, hereby orders:

That the Government Railways Locomotive Enginemen's Award No. 13 of 1973 as amended, be further amended in accordance with the following Schedule with effect from the beginning of the first pay period commencing on or after the date hereof.

Dated at Perth this 4th day of November 1986.

(Sgd.) O.K. SALMON,
Commissioner.
Between the Hospital Salaried Officers Association of Western Australia (Union of Workers), Applicant and the Lakes Hospital (Hospital Laundry and Linen Service), Respondent.

Between the Hospital Salaried Officers Association of Western Australia (Union of Workers), Applicant and the Lakes Hospital (Hospital Laundry and Linen Service), Respondent.

1. Clause 2.—Arrangement: Immediately after the number and title 48.—Board of Reference, insert a new number and title 49.—Introduction of Change.

2. Immediately after Clause 48.—Board of Reference insert the following clause:—

49.—Introduction of Change.

(1) Employer’s Duty to Notify

(a) Where an employer has made a definite decision to introduce major changes in production, programme, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and their union.

(b) “Significant effects” include termination of employment, major changes in the composition, operation or size of the employer’s workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and restructuring of jobs. Provided that where the Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

(2) Employer’s Duty to Discuss Change

(a) The employer shall discuss with the employees affected and their union, inter alia, the introduction of the changes referred to in subclause (1) hereof, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or their union in relation to the changes.

(b) The discussion shall commence as early as practicable after a firm decision has been made by the employer to make the changes referred to in subclause (1) hereof.

(c) For the purposes of such discussion, the employer shall provide to the employees concerned and their union, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information the disclosure of which would be inimical to the employer’s interests.

HOSPITAL LAUNDRY AND LINEN SERVICE
(Salaried Officers).
Award No. 36 of 1978.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.
No. 830 of 1986.

Order.

HAVING heard Mr J. Kirwan on behalf of the Applicant and Mr G. Bull on behalf of the Respondent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act 1979, having satisfied itself that the terms of the General Order of the Commission No. 261 of 1986, dated 23rd day of July 1986, have been complied with, and by consent, hereby orders—

That the Hospital Laundry and Linen Service (Salaried Officers) Award No. 36 of 1978 as amended, be further amended in accordance with the following Schedule with effect from the beginning of the first pay period commencing on or after the 1st day of July 1986.

Dated at Perth this 5th day of November 1986.

(Sgd.) G.L. FIELDING,
Commissioner.

Schedule.

1. Clause 8.—Salaries: Delete this clause and insert in lieu thereof:

8.—Salaries.

(1) Subject to the offices as classified and graded in Schedules C and D attached to this award, the minimum rates of salaries to be paid to the employees covered by this award shall be those set out in Schedules A and B respectively attached to this award. Nothing contained in this award shall be construed so as to preclude the payment by way of an allowance an amount in addition to that prescribed for the classification of an office set out in Schedules C and D.

(2) An employer on whom this award is binding may alter the conditions of employment applicable to an employee on that date so as to increase that employee’s labour costs except to the extent that any such increase has been authorised by the Commission, after that date.

2. Schedule A — Salaries — Clerical and Administrative Division: Delete this Schedule and insert in lieu thereof:

Table A1.

<table>
<thead>
<tr>
<th>Level 1</th>
<th>Level 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salary</td>
<td>Salary</td>
</tr>
<tr>
<td>Per Annum</td>
<td>Per Annum</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Age</th>
<th>Salary</th>
<th>Per Annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>15 years of age</td>
<td>6 822</td>
<td>7 164</td>
</tr>
<tr>
<td>16 years of age</td>
<td>7 567</td>
<td>7 771</td>
</tr>
<tr>
<td>17 years of age</td>
<td>8 365</td>
<td>8 775</td>
</tr>
<tr>
<td>18 years of age</td>
<td>9 759</td>
<td>10 243</td>
</tr>
<tr>
<td>19 years of age</td>
<td>11 305</td>
<td>11 862</td>
</tr>
<tr>
<td>20 years of age</td>
<td>12 695</td>
<td>13 254</td>
</tr>
<tr>
<td>Adult rates:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1st year</td>
<td>13 940</td>
<td>14 438</td>
</tr>
<tr>
<td>2nd year</td>
<td>14 438</td>
<td>14 947</td>
</tr>
<tr>
<td>3rd year</td>
<td>14 947</td>
<td>15 588</td>
</tr>
<tr>
<td>4th year</td>
<td>15 441</td>
<td>16 179</td>
</tr>
</tbody>
</table>
employee becomes eligible for annual increments.

(c) An allowance under this subclause shall cease should the employee refuse to accept promotion.

(d) An employee shall not be eligible to receive an allowance under this subclause unless the employee has completed not less than nine years' continuous service in the Clerical Division as an adult salaried employee.

3.—Administrative Employees — Salary Classes.

The rates of pay for employees in the Administrative Division shall be as follows:—

<table>
<thead>
<tr>
<th>Class</th>
<th>Salary Per Annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>39 799</td>
</tr>
<tr>
<td>2</td>
<td>41 665</td>
</tr>
<tr>
<td>3</td>
<td>43 536</td>
</tr>
<tr>
<td>4</td>
<td>45 402</td>
</tr>
<tr>
<td>5</td>
<td>47 251</td>
</tr>
<tr>
<td>6</td>
<td>49 118</td>
</tr>
<tr>
<td>7</td>
<td>52 259</td>
</tr>
<tr>
<td>8</td>
<td>54 354</td>
</tr>
<tr>
<td>9</td>
<td>56 814</td>
</tr>
<tr>
<td>10</td>
<td>59 388</td>
</tr>
<tr>
<td>11</td>
<td>62 121</td>
</tr>
</tbody>
</table>

4.—Typists, Clerk Typists, Machinists, Data Processing Operators and Others — Automatic Range.

(1) The rates of pay for employees who occupy positions in the automatic range shall be as follows:—

<table>
<thead>
<tr>
<th>Class</th>
<th>Salary Per Annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>30 058</td>
</tr>
<tr>
<td>2</td>
<td>33 534</td>
</tr>
<tr>
<td>3</td>
<td>37 360</td>
</tr>
</tbody>
</table>

(2) Classes and grades beyond a salary of $16 770 per annum shall be those set out in Table A2 in this Schedule.

(3) An adult employee may be appointed on a minimum rate of pay based on years of experience in work appropriate to the work upon which the employee is engaged.

(4) A Telephonist classified on Table A1 who has completed not less than 20 years of continuous service, shall be paid an allowance of $200 per annum, subject to the employee's efficiency, diligence and good conduct.

(5) A Telephonist classified on Table A1 who has completed not less than 12 months' service after the employee has completed not less than nine years' continuous service in the Clerical Division as an adult salaried employee.

2.—Clerical Employees — Salary Classes and Grades.

(1) Except where otherwise provided in this Schedule, the classes and grades applicable to employees in the Clerical Division shall be as follows:

<table>
<thead>
<tr>
<th>Class</th>
<th>Minimum Salary</th>
<th>Intermediate Salary</th>
<th>Maximum Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>19 861</td>
<td></td>
<td>20 558</td>
</tr>
<tr>
<td>2</td>
<td>21 241</td>
<td></td>
<td>21 924</td>
</tr>
<tr>
<td>3</td>
<td>22 670</td>
<td></td>
<td>23 427</td>
</tr>
<tr>
<td>4</td>
<td>24 215</td>
<td></td>
<td>25 022</td>
</tr>
<tr>
<td>5</td>
<td>25 825</td>
<td></td>
<td>26 632</td>
</tr>
<tr>
<td>6</td>
<td>27 480</td>
<td></td>
<td>28 342</td>
</tr>
<tr>
<td>7</td>
<td>29 192</td>
<td>30 058</td>
<td>30 908</td>
</tr>
<tr>
<td>8</td>
<td>31 772</td>
<td></td>
<td>32 622</td>
</tr>
<tr>
<td>9</td>
<td>33 534</td>
<td></td>
<td>34 443</td>
</tr>
<tr>
<td>10</td>
<td>35 412</td>
<td></td>
<td>36 343</td>
</tr>
<tr>
<td>11</td>
<td>37 360</td>
<td></td>
<td>38 329</td>
</tr>
</tbody>
</table>

(2) In making a classification under this clause, any two classes may be amalgamated.

(3) A Clerical employee classified in a Class 1 position shall be paid an allowance to bring the employee's salary to the minimum of Class 2 after completion of 12 months' service on the maximum salary of such Class 1 position, which allowance shall be increased to bring the employee's salary to the maximum of Class 2 after completion of a further 12 months' service.

Provided that and subject to:

(a) The employee's efficiency, diligence and good conduct and as to the ability of the employee to perform higher duties.

(b) On the promotion of an employee to a higher position any allowance received by that employee under this subclause shall be reduced to bring the employee's salary up to the minimum salary of the position to which that employee is promoted, and thereafter, any allowance still received by the employee shall be reduced and converted to salary as and when the
5.—Typists, Clerk Typists, Machinists, Data Processing Operators and Others — Salary Classes and Grades.

(1) Except where otherwise provided in this Schedule the classes and grades applicable to Typists, Clerk Typists, Machinists and Data Processing Operators shall be as follows:

Table A4. Salary Classes and Grades.

<table>
<thead>
<tr>
<th>Class</th>
<th>Minimum Salary</th>
<th>Maximum Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>18 011</td>
<td>19 249</td>
</tr>
<tr>
<td>2</td>
<td>19 249</td>
<td>20 529</td>
</tr>
<tr>
<td>3</td>
<td>20 529</td>
<td>21 758</td>
</tr>
<tr>
<td>4</td>
<td>21 758</td>
<td>23 127</td>
</tr>
<tr>
<td>5</td>
<td>22 423</td>
<td>23 764</td>
</tr>
<tr>
<td>6</td>
<td>23 764</td>
<td></td>
</tr>
</tbody>
</table>

(2) In making a classification under this clause, any two classes may be amalgamated.

(3) An employee who has obtained promotion to any of the classes as set out in Table A4 in this Schedule and who has completed not less than 20 years of continuous service, shall be paid an allowance of $200 per annum, subject to the employee's efficiency, diligence and good conduct.

6.—Efficiency Allowances — Tables A3 and A4.

(1) An employee appointed to a position classified on Table A3 or Table A4 shall be paid an allowance of:

(a) $269 per annum provided that the employee passes an examination approved by the Public Service Board in typewriting at a speed of 35 words per minute.

(b) $373 per annum provided that the employee passes an examination approved by the Public Service Board in typing at 50 words per minute.

(c) $373 per annum provided that the employee passes an examination approved by the Public Service Board in shorthand writing at a speed of 100 words per minute.

(d) $643 per annum provided that the employee passes an examination approved by the Public Service Board in shorthand writing at a speed of 120 words per minute.

(e) $751 per annum provided that the employee passes an examination approved by the Public Service Board in shorthand writing at a speed of 150 words per minute.

(f) $751 per annum provided that the employee passes an examination approved by the Public Service Board in typewriting at a speed of 50 words per minute.

(g) $751 per annum provided that the employee passes an examination approved by the Public Service Board in typing at 60 words per minute.

(h) $373 or $518 per annum as determined by the Public Service Board, in the case of other categories which do not fit into the above classifications and subject to the employee passing an examination approved by the Public Service Board.

(i) The allowances prescribed by this clause shall not be cumulative so as to permit an employee to receive more than one allowance at the same time.

(j) Continued payment of any allowance prescribed by this clause shall be subject to the employee's efficiency, diligence and good conduct.

7.—Personal Allowances.

An employee appointed to a position classified A4.2/3, A4.3, A4.3/4 and A4.4, shall be paid personal allowances in the following circumstances:

(a) Employees appointed to positions classified A4.2/3 or A4.3:—

After five continuous years on the maximum of A4.3 (including continuous service on the maximum of A4.2 prior to 17 June 1977), an allowance to the minimum of A4.4.

(b) Employees appointed to positions classified A4.3/4 or A4.4:—

After five continuous years on the maximum of A4.4 (including continuous service on the maximum of A4.3 prior to 17 June 1977), an allowance to the minimum of A4.5.

Payment of the allowances shall be subject to the employee's efficiency, diligence and good conduct.

8.—Qualifications Allowance.

(1) Diplomates: An adult Clerk who holds:—

A diploma of the Technical Education Division of the Education Department; or

the diploma of the Australian Institute of Hospital Administration; or

five units in a Bachelors Degree course at the University of Western Australia; or

five units in a Bachelor Degree course at Murdoch University; or

the first four years of the part-time syllabus of an Associateship or Bachelors Degrees course at the Western Australian Institute of Technology; or

a qualification or examination which, in the opinion of the Public Service Board, is equivalent to any of the aforesaid;

and who occupies an office classified at a level listed in Column (a) of Table A5, shall be paid a qualifications allowance at the rate expressed in Column (b) of that Table.

(2) Graduates and Associates: An adult Clerk who holds:—

A Bachelors Degree of the University of Western Australia; or

a Bachelors Degree of the Western Australian Institute of Technology; or

a Bachelors Degree of the Murdoch University; or

an Associateship of the Technical Education Division of the Education Department; or

who holds or passes:—

a qualification or examination which, in the opinion of the Public Service Board, is equivalent to any of the aforesaid;

and who occupies an office classified at a level listed in Column (a) of Table A5, shall be paid a qualifications allowance at the rate expressed in Column (c) of that Table.

(3) Payment of an allowance under the provisions of this clause shall cease as a result of the employee becoming entitled to a salary for which no qualifications allowance is provided.
(4) The qualifications allowance shall be as follows:

<table>
<thead>
<tr>
<th>Column (a)</th>
<th>Column (b)</th>
<th>Column (c)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Diploma</td>
<td>$200</td>
<td>$300</td>
</tr>
</tbody>
</table>

Table A5.

Table A2:

| Classes 1 to 4 inclusive | 200 | 300 |
| Class 5                  | 100  | 200  |
| Class 6 minimum and above | Nil  | 100  |

9.—Annual Increments.

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

(2) In the event of a dispute arising in relation to the non-payment of any annual increment, the matter shall be determined by the Board of Reference under Clause 34 of this Award.

3. Schedule B — Salaries — General Division. Delete this Schedule and insert in lieu thereof:

Schedule B.

Salaries — General Division.

The classes and grades applicable to employees in the General Division shall be as follows:

1.—Employees — Salaries and Grades.

(1) Table B1.

<table>
<thead>
<tr>
<th>Class</th>
<th>Salary Per Annum $</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class 1</td>
<td>15 years of age</td>
</tr>
<tr>
<td></td>
<td>16 years of age</td>
</tr>
<tr>
<td></td>
<td>17 years of age</td>
</tr>
<tr>
<td></td>
<td>18 years of age</td>
</tr>
<tr>
<td></td>
<td>19 years of age</td>
</tr>
<tr>
<td></td>
<td>20 years of age</td>
</tr>
<tr>
<td></td>
<td>21 years of age or first year of adult service</td>
</tr>
<tr>
<td></td>
<td>22 years of age or second year of adult service</td>
</tr>
<tr>
<td></td>
<td>23 years of age or third year of adult service</td>
</tr>
<tr>
<td></td>
<td>24 years of age or fourth year of adult service</td>
</tr>
<tr>
<td>Class 2</td>
<td>Minimum</td>
</tr>
<tr>
<td></td>
<td>Intermediate</td>
</tr>
<tr>
<td></td>
<td>Maximum</td>
</tr>
<tr>
<td>Class 3</td>
<td>Minimum</td>
</tr>
<tr>
<td></td>
<td>Intermediate</td>
</tr>
<tr>
<td></td>
<td>Maximum</td>
</tr>
</tbody>
</table>

Provided that:

(a) An employee who occupies a position which has been classified by an amalgamation of Classes 1 and 2 shall proceed to the intermediate salary of Class 2, after he has in receipt of the maximum salary of Class 1 for a continuous period of 12 months; and

(b) An employee who occupies a position which has been classified by an amalgamation of Classes 2 and 3, shall proceed to the intermediate salary of Class 3 after he has been in receipt of the maximum salary of Class 2 for a continuous period of 12 months; and

(c) An employee who occupies a position which has been classified by an amalgamation of Classes 1, 2 and 3, shall proceed to the intermediate salary of Class 2 after he has in receipt of the maximum salary of Class 1 for a continuous period of 12 months and to the intermediate salary of Class 3 after he has been in receipt of the maximum salary of Class 2 for a continuous period of 12 months.

(2) An employee allocated to Table B1 who is over the age of 21 years on appointment may be appointed at a minimum rate of pay based on years of service and not on age.

(3) An employee classified on Table B1 who is married and who is wholly or substantially supporting a spouse and/or dependant relatives, on the approval of the employer, shall be paid an allowance equivalent to the difference between his rate of pay and the next higher grade in the incremental scale of the salary range allocated to the office to which he is appointed.

(4) An employee retained on the maximum salary prescribed for Classes 1, 2 or 3, by subclause (1) for a period of five years shall be paid an allowance of $200 per annum subject to the employee's efficiency, diligence and good conduct and such allowance shall cease on promotion to a higher position or shall cease should the employee refuse to accept promotion.

(5) Classes and grades beyond a salary of $18 968 shall be those set out in Table B2.

Table B2.

Salary Classes and Grades.

<table>
<thead>
<tr>
<th>Class</th>
<th>Minimum Salary</th>
<th>Intermediate Salary</th>
<th>Maximum Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>19 635</td>
<td>20 333</td>
<td>21 027</td>
</tr>
<tr>
<td>2</td>
<td>21 027</td>
<td>21 743</td>
<td>22 486</td>
</tr>
<tr>
<td>3</td>
<td>22 486</td>
<td>23 200</td>
<td>24 020</td>
</tr>
<tr>
<td>4</td>
<td>24 020</td>
<td>24 819</td>
<td>25 612</td>
</tr>
<tr>
<td>5</td>
<td>25 612</td>
<td>26 415</td>
<td>27 309</td>
</tr>
<tr>
<td>6</td>
<td>27 309</td>
<td>28 161</td>
<td>29 029</td>
</tr>
<tr>
<td>7</td>
<td>29 029</td>
<td>30 741</td>
<td>31 622</td>
</tr>
<tr>
<td>8</td>
<td>31 622</td>
<td>32 502</td>
<td>33 429</td>
</tr>
<tr>
<td>9</td>
<td>33 429</td>
<td>34 336</td>
<td>35 309</td>
</tr>
<tr>
<td>10</td>
<td>35 309</td>
<td>36 311</td>
<td>37 265</td>
</tr>
<tr>
<td>11</td>
<td>37 265</td>
<td>38 238</td>
<td>39 707</td>
</tr>
<tr>
<td>12</td>
<td>39 707</td>
<td>41 577</td>
<td>41 577</td>
</tr>
</tbody>
</table>

(6) In making a classification under this Table, any two or more classes may be amalgamated.

(7) The rates of pay for employees not allocated to either Table B1 or Table B2 shall be as follows:

Table B3.

Salary Per Annum $.

<table>
<thead>
<tr>
<th>Age or year of adult service:</th>
<th>Per Annum $</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 17 years of age</td>
<td>7 785</td>
</tr>
<tr>
<td>17 years of age</td>
<td>9 175</td>
</tr>
<tr>
<td>18 years of age</td>
<td>10 733</td>
</tr>
<tr>
<td>19 years of age</td>
<td>12 473</td>
</tr>
<tr>
<td>20 years of age</td>
<td>14 086</td>
</tr>
<tr>
<td>21 years of age or first year of adult service</td>
<td>15 441</td>
</tr>
<tr>
<td>22 years of age or second year of adult service</td>
<td>16 037</td>
</tr>
<tr>
<td>23 years of age or third year of adult service</td>
<td>16 653</td>
</tr>
<tr>
<td>24 years of age or fourth year of adult service</td>
<td>17 232</td>
</tr>
<tr>
<td>25 years of age or fifth year of adult service</td>
<td>17 757</td>
</tr>
</tbody>
</table>
HOSPITAL SALARIED OFFICERS.

Award No. 39 of 1968.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

No. 832 of 1986.

Between the Hospital Salaried Officers Association of Western Australia (Union of Workers), Applicant and Royal Perth Hospital and Others, Respondents.

Order.

HAVING heard Mr J.D. Kirwan on behalf of the Applicant and Mr G. Bull on behalf of the Respondents, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act 1979, having satisfied itself that the terms of the General Order of the Commission No. 261 of 1986, dated 23rd day of July 1986, have been complied with, and by consent, hereby orders —

That the Hospital Salaried Officers Award No. 39 of 1968 as amended, be further amended in accordance with the following Schedule with effect from the beginning of the first pay period commencing on or after the 1st day of July 1986.

Dated at Perth this 5th day of November 1986.

(Sgd.) G.L. FIELDING, Commissioner.

Schedule.

1. Clause 9.—Salaries: Delete this clause and insert in lieu thereof:

9.—Salaries.

(1) Subject to the offices as classified and graded in Schedule D, Schedule E and Schedule F attached to this award, the minimum rates of salaries to be paid to the workers covered by this award shall be those set out in Schedule A, Schedule B or Schedule C respectively attached to this award. Nothing contained in this award shall be construed so as to preclude the payment by way of an allowance an amount in addition to that prescribed for the classification of an office set out in Schedule D, E or F.

(2) An employer on whom this award is binding shall not increase the rate of wage payable to an employee on 24 December 1983, or otherwise vary the conditions of employment applicable to an employee on that date so as to increase that employer’s labour costs except to the extent that any such increase has been authorised by the Commission, after that date.

2. Schedule A — Salaries — Clerical and Administrative Divisions: Delete this Schedule and insert in lieu thereof:

Schedule.

1.—Clerical Workers — Automatic Range.

(1) The rates of pay for Clerical automatic range workers shall be as follows:

<table>
<thead>
<tr>
<th>Level 1</th>
<th>Level 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salary Per Annum $</td>
<td>Salary Per Annum $</td>
</tr>
<tr>
<td>Under 17 years of age</td>
<td>7 851</td>
</tr>
<tr>
<td>17 years of age</td>
<td>8 989</td>
</tr>
<tr>
<td>18 years of age</td>
<td>10 486</td>
</tr>
<tr>
<td>19 years of age</td>
<td>11 305</td>
</tr>
<tr>
<td>20 years of age</td>
<td>12 695</td>
</tr>
</tbody>
</table>
(2) Classes and grades beyond a salary of $19,389 per annum shall be those set out in Table A2 in this Schedule.

(3) An adult worker may be appointed on a minimum rate of pay based on years of experience in work appropriate to the work upon which the worker is engaged.

(4) A Telephonist classified on Table A1 who has completed not less than 20 years of continuous service, shall be paid an allowance of $200 per annum, subject to the worker's efficiency, diligence and good conduct.

(5) A Telephonist classified on Table A1 who passes a Telephonist's efficiency examination as approved by the Public Service Board shall be paid an allowance of $217 per annum.

2.—Clerical Workers — Salary Classes and Grades.

(1) Except where otherwise provided in this Schedule, the classes and grades applicable to workers in the Clerical Division shall be as follows:

<table>
<thead>
<tr>
<th>Class</th>
<th>Minimum Salary $</th>
<th>Intermediate Salary $</th>
<th>Maximum Salary $</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>19,861</td>
<td>20,558</td>
<td>21,242</td>
</tr>
<tr>
<td>2</td>
<td>21,241</td>
<td>21,924</td>
<td>22,670</td>
</tr>
<tr>
<td>3</td>
<td>22,670</td>
<td>23,427</td>
<td>24,215</td>
</tr>
<tr>
<td>4</td>
<td>24,215</td>
<td>25,022</td>
<td>25,825</td>
</tr>
<tr>
<td>5</td>
<td>25,825</td>
<td>26,632</td>
<td>27,480</td>
</tr>
<tr>
<td>6</td>
<td>27,480</td>
<td>28,342</td>
<td>29,192</td>
</tr>
<tr>
<td>7</td>
<td>29,192</td>
<td>30,058</td>
<td>31,772</td>
</tr>
<tr>
<td>8</td>
<td>31,772</td>
<td>32,622</td>
<td>33,534</td>
</tr>
<tr>
<td>9</td>
<td>33,534</td>
<td>34,443</td>
<td>35,412</td>
</tr>
<tr>
<td>10</td>
<td>35,412</td>
<td>36,393</td>
<td>37,360</td>
</tr>
<tr>
<td>11</td>
<td>37,360</td>
<td>38,329</td>
<td>39,389</td>
</tr>
</tbody>
</table>

(2) In making a classification under this clause, any two classes may be amalgamated.

(3) A Clerical worker classified in a Class 1 position shall be paid an allowance to bring the worker's salary to the minimum of Class 2 after completion of a further 12 months' service.

Provided that and subject to:

(a) The worker's efficiency, diligence and good conduct and as to the ability of the worker to perform higher duties.

(b) On the promotion of a worker to a higher position any allowance received by that worker, under this subclause shall be reduced to bring the worker's salary up to the minimum salary of the position to which that worker is promoted, and thereafter, any allowance still received by the worker shall be reduced and converted to salary as and when the worker becomes eligible for annual increments.

(c) An allowance under this subclause shall cease should the worker refuse to accept promotion.

(d) A worker shall not be eligible to receive an allowance under this subclause unless the worker has completed not less than nine years' continuous service in the Clerical Division as an adult salaried worker.

3.—Administrative Employees — Salary Classes.

(1) The rates of pay for workers in the Administrative Division shall be as follows:

<table>
<thead>
<tr>
<th>Class</th>
<th>Salary Per Annum $</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>39,799</td>
</tr>
<tr>
<td>2</td>
<td>41,665</td>
</tr>
<tr>
<td>3</td>
<td>43,536</td>
</tr>
<tr>
<td>4</td>
<td>45,402</td>
</tr>
<tr>
<td>5</td>
<td>47,251</td>
</tr>
<tr>
<td>6</td>
<td>49,118</td>
</tr>
<tr>
<td>7</td>
<td>52,259</td>
</tr>
<tr>
<td>8</td>
<td>54,534</td>
</tr>
<tr>
<td>9</td>
<td>56,814</td>
</tr>
<tr>
<td>10</td>
<td>59,388</td>
</tr>
<tr>
<td>11</td>
<td>62,121</td>
</tr>
</tbody>
</table>

4.—Typists, Clerk Typists, Machinists, Data Processing Operators and Others — Automatic Range.

(1) The rates of pay for workers who occupy positions in the automatic range shall be as follows:

<table>
<thead>
<tr>
<th>Age or year of adult service:</th>
<th>Salary Per Annum $</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 17 years of age</td>
<td>7,851</td>
</tr>
<tr>
<td>17 years of age</td>
<td>8,989</td>
</tr>
<tr>
<td>18 years of age</td>
<td>10,486</td>
</tr>
<tr>
<td>19 years of age</td>
<td>12,012</td>
</tr>
<tr>
<td>20 years of age</td>
<td>13,581</td>
</tr>
<tr>
<td>21 years of age or first year of adult service</td>
<td>14,994</td>
</tr>
<tr>
<td>22 years of age or second year of adult service</td>
<td>15,588</td>
</tr>
<tr>
<td>23 years of age or third year of adult service</td>
<td>16,179</td>
</tr>
<tr>
<td>24 years of age or fourth year of adult service</td>
<td>16,770</td>
</tr>
</tbody>
</table>

(2) Classes and grades beyond a salary of $16,770 per annum shall be those set out in Table A4 of this Schedule.

(3) A worker who is over the age of 21 years on appointment may be appointed at a minimum rate of pay based on years of service with another employer in a similar vocation and not on age.

(4) A worker classified on Table A3 who has not passed any of the examinations referred to in Clause 6 of this Schedule shall be paid an additional allowance of $200 per annum. Payment of this additional allowance shall be subject to the worker's efficiency, diligence and good conduct and such allowance shall cease on promotion to a higher position or shall cease should the worker refuse to accept promotion.

(5) A worker classified on Table A3 who has not passed any of the examinations referred to in Clause 6 of this Schedule shall be paid an allowance of $200 per annum on completion of not less than 20 years of continuous service but subject to the worker's efficiency, diligence and good conduct. Such allowance shall cease on promotion to a higher position or shall cease should the worker refuse to accept promotion.

5.—Typists, Clerk Typists, Machinists, Data Processing Operators and Others — Salary Classes and Grades.

(1) Except where otherwise provided in this Schedule the classes and grades applicable to
Typists, Clerk Typists, Machinists and Data Processing Operators shall be as follows:—

Table A4. Salary Classes and Grades.

<table>
<thead>
<tr>
<th>Class</th>
<th>Minimum Salary</th>
<th>Maximum Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$17 364</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>$18 011</td>
<td>$18 443</td>
</tr>
<tr>
<td>3</td>
<td>$19 249</td>
<td>$19 722</td>
</tr>
<tr>
<td>4</td>
<td>$20 529</td>
<td>$21 072</td>
</tr>
<tr>
<td>5</td>
<td>$21 758</td>
<td>$22 423</td>
</tr>
<tr>
<td>6</td>
<td>$23 127</td>
<td>$23 764</td>
</tr>
</tbody>
</table>

(2) In making a classification under this clause, any two classes may be amalgamated.

(3) A worker who has obtained promotion to any of the classes as set out in Table A4 in this Schedule and who has completed not less than 20 years of continuous service, shall be paid an allowance of $200 per annum, subject to the worker’s efficiency, diligence and good conduct.

6.—Efficiency Allowances — Tables A3 and A4.

(1) A worker appointed to a position classified on Table A3 or Table A4 shall be paid an allowance of:

(a) $269 per annum provided that in the case of a Typist or Clerk Typist, the worker passes an efficiency examination approved by the Public Service Board in typing at 50 words per minute.

(b) $373 per annum provided that in the case of a Typist or Clerk Typist, the worker passes an efficiency examination approved by the Public Service Board in typing at 60 words per minute.

(c) $373 per annum provided that in the case of a Typist or Clerk Typist, the worker passes an efficiency examination approved by the Public Service Board in shorthand writing at a speed of 100 words per minute.

(d) $643 per annum provided that in the case of a Typist or Clerk Typist, the worker passes an efficiency examination approved by the Public Service Board in typing at 50 words per minute and in shorthand writing at a speed of 100 words per minute.

(e) $751 per annum provided that in the case of a Typist or Clerk Typist, the worker passes an efficiency examination approved by the Public Service Board in shorthand writing at a speed of 100 words per minute and typing at 60 words per minute.

(f) $751 per annum provided that in the case of a Machinist, the worker passes an efficiency examination approved by the Public Service Board in typewriting at a speed of 35 words per minute and in the operation of an accounting and listing machine.

(g) $751 per annum provided that in the case of Data Processing Operators, the worker passes an examination approved by the Public Service Board.

(h) $373 or $518 per annum as determined by the Public Service Board, in the case of other categories which do not fit into the above classifications and subject to the worker passing an examination approved by the Public Service Board.

(i) The allowances prescribed by this clause shall not be cumulative so as to permit an worker to receive more than one allowance at the same time.

(j) Continued payment of any allowance prescribed by this clause shall be subject to the worker’s efficiency, diligence and good conduct.

(2) A Medical Typist or Medical Secretary shall be paid a medical terminology allowance of $373 per annum.

For the purposes of this subclause, “Medical Typist” and “Medical Secretary” shall mean those workers classified on Table A3 or Table A4 who spend at least 50 per cent of their time typing from tapes, shorthand and/or Doctor’s notes of case histories, summaries, reports or similar material involving a broad range of medical terminology.

7.—Personal Allowances.

A worker appointed to a position classified A4.2/3, A4.3, A4.3/4 and A4.4, shall be paid personal allowances in the following circumstances:

(a) Workers appointed to positions classified A4.2/3 or A4.3:

After five continuous years on the maximum of A4.3 (including continuous service on the maximum of A4.2 prior to 17 June 1977), an allowance to the minimum of A4.4.

(b) Workers appointed to positions classified A4.3/4 or A4.4:

After five continuous years on the maximum of A4.4 (including continuous service on the maximum of A4.3 prior to 17 June 1977), an allowance to the minimum of A4.5.

Payment of the allowances shall be subject to the worker’s efficiency, diligence and good conduct.

8.—Qualifications Allowance.

(1) Diplomates: An adult Clerk who holds:

A Diploma of the Technical Education Division of the Education Department; or the Diploma of the Australian Institute of Hospital Administration; or

five units in a Bachelors Degree course at the University of Western Australia; or

five units in a Bachelor Degree course at Murdoch University; or

the first four years of the part-time syllabus of an Associateship or Bachelors Degree course at the Western Australian Institute of Technology; or

a qualification or examination which, in the opinion of the Public Service Board, is equivalent to any of the aforesaid;

and who occupies an office classified at a level listed in Column (a) of Table A5, shall be paid a qualifications allowance at the rate expressed in Column (b) of that Table.

(2) Graduates and Associates: An adult Clerk who holds:

A Bachelors Degree of the University of Western Australia or

a Bachelors Degree of the Western Australian Institute of Technology; or

a Bachelors Degree of the Murdoch University; or

an Associateship of the Technical Education Division of the Education Department; or

passes an Associateship of the Western Australian Institute of Technology; or

who holds or passes:

a qualification or examination which, in the opinion of the Public Service Board, is equivalent to any of the aforesaid;

and who occupies an office classified at a level listed in Column (a) of Table A5, shall be paid a qualifications allowance at the rate expressed in Column (c) of that Table.
(3) Payment of an allowance under the provisions of this clause shall cease as a result of the worker becoming entitled to a salary for which no qualifications allowance is provided.

(4) The qualifications allowance shall be as follows:—

Table A5.

<table>
<thead>
<tr>
<th>Column (a)</th>
<th>Column (b)</th>
<th>Column (c)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual</td>
<td>Annual</td>
<td>Diploma</td>
</tr>
<tr>
<td>Allowance</td>
<td>Allowance</td>
<td>Graduates</td>
</tr>
<tr>
<td>and</td>
<td>and</td>
<td>Associates</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

Table A2:

Classes 1 to 4 inclusive 200 300
Class 5 100 200
Class 6 minimum Nil 100
Class 6 maximum and above Nil Nil

9.—Annual Increments and Payment of Allowances.

(1) Subject to good conduct, diligence and efficiency a worker shall proceed from the minimum to the maximum of the salary range by annual increments according to the grades of such classification.

(2) In the event of a dispute arising in relation to the non-payment of any annual increment, the matter shall be determined by the Board of Reference under Clause 34.—Board of Reference of this Award.

3. Schedule B — Salaries — General Division: Delete this Schedule and insert in lieu thereof:—

Schedule B.

Salaries — General Division.

Except as provided in Clauses 2, 3 and 4 of this Schedule, the classes and grades applicable to workers in the General Division shall be as follows:—

1.—Workers — Salaries and Grades.

(1) Table B1.

<table>
<thead>
<tr>
<th>Class</th>
<th>Salary Per Annum $</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class 1</td>
<td></td>
</tr>
<tr>
<td>15 years of age</td>
<td>6 774</td>
</tr>
<tr>
<td>16 years of age</td>
<td>7 527</td>
</tr>
<tr>
<td>17 years of age</td>
<td>9 175</td>
</tr>
<tr>
<td>18 years of age</td>
<td>10 733</td>
</tr>
<tr>
<td>19 years of age</td>
<td>12 473</td>
</tr>
<tr>
<td>20 years of age</td>
<td>14 086</td>
</tr>
<tr>
<td>21 years of age or first year of adult service</td>
<td>15 441</td>
</tr>
<tr>
<td>22 years of age or second year of adult service</td>
<td>16 037</td>
</tr>
<tr>
<td>23 years of age or third year of adult service</td>
<td>16 653</td>
</tr>
<tr>
<td>24 years of age or fourth year of adult service</td>
<td>17 232</td>
</tr>
<tr>
<td>Class 2</td>
<td></td>
</tr>
<tr>
<td>Minimum</td>
<td>17 232</td>
</tr>
<tr>
<td>Intermediate</td>
<td>17 605</td>
</tr>
<tr>
<td>Maximum</td>
<td>17 964</td>
</tr>
<tr>
<td>Class 3</td>
<td></td>
</tr>
<tr>
<td>Minimum</td>
<td>17 964</td>
</tr>
<tr>
<td>Intermediate</td>
<td>18 377</td>
</tr>
<tr>
<td>Maximum</td>
<td>18 968</td>
</tr>
</tbody>
</table>

Provided that:

(a) A worker who occupies a position which has been classified by an amalgamation of Classes 1 and 2 shall proceed to the intermediate salary of Class 2 after he has been in receipt of the maximum salary of Class 1 for a continuous period of 12 months; and

(b) A worker who occupies a position which has been classified by an amalgamation of Classes 2 and 3, shall proceed to the intermediate salary of Class 3 after he has been in receipt of the maximum salary of Class 2 for a continuous period of 12 months; and

(c) A worker who occupies a position which has been classified by an amalgamation of Classes 1, 2 and 3, shall proceed to the intermediate salary of Class 2 after he has been in receipt of the maximum salary of Class 1 for a continuous period of 12 months and to the intermediate salary of Class 3 after he has been in receipt of the maximum salary of Class 2 for a continuous period of 12 months.

(2) A worker allocated to Table B1 who is over the age of 21 years on appointment may be appointed at a minimum rate of pay based on years of service and not on age.

(3) A worker classified on Table B1 who is married and who is wholly or substantially supporting a spouse and/or dependant relatives, on the approval of the employer, shall be paid an allowance equivalent to the difference between his rate of pay and the next higher grade in the incremental scale of the salary range allocated to the office to which he is appointed.

(4) A worker retained on the maximum salary prescribed for Classes 1, 2 or 3, by subclause (1) for a period of five years shall be paid an allowance of $200 per annum subject to the worker’s efficiency, diligence and good conduct and such allowance shall cease on promotion to a higher position or shall cease should the worker refuse to accept promotion.

(5) Classes and grades beyond a salary of $18 968 shall be those set out in Table B2.

Table B2.

<table>
<thead>
<tr>
<th>Class</th>
<th>Minimum Salary $</th>
<th>Intermediate Salary $</th>
<th>Maximum Salary $</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>19 635</td>
<td>—</td>
<td>20 333</td>
</tr>
<tr>
<td>2</td>
<td>21 027</td>
<td>—</td>
<td>21 743</td>
</tr>
<tr>
<td>3</td>
<td>22 486</td>
<td>—</td>
<td>23 230</td>
</tr>
<tr>
<td>4</td>
<td>24 020</td>
<td>—</td>
<td>24 819</td>
</tr>
<tr>
<td>5</td>
<td>25 612</td>
<td>—</td>
<td>26 415</td>
</tr>
<tr>
<td>6</td>
<td>27 309</td>
<td>—</td>
<td>28 161</td>
</tr>
<tr>
<td>7</td>
<td>29 029</td>
<td>29 859</td>
<td>30 741</td>
</tr>
<tr>
<td>8</td>
<td>31 622</td>
<td>—</td>
<td>32 502</td>
</tr>
<tr>
<td>9</td>
<td>33 429</td>
<td>—</td>
<td>34 336</td>
</tr>
<tr>
<td>10</td>
<td>35 309</td>
<td>—</td>
<td>36 311</td>
</tr>
<tr>
<td>11</td>
<td>37 265</td>
<td>—</td>
<td>38 238</td>
</tr>
<tr>
<td>12</td>
<td>—</td>
<td>—</td>
<td>39 707</td>
</tr>
<tr>
<td>13</td>
<td>—</td>
<td>—</td>
<td>41 577</td>
</tr>
</tbody>
</table>

(6) In making a classification under this Table, any two or more classes may be amalgamated.

(7) The rates of pay for workers not allocated to either Table B1 or Table B2 shall be as follows:—

Table B3.

<table>
<thead>
<tr>
<th>Age or year of adult service</th>
<th>Salary Per Annum $</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 17 years of age</td>
<td>7 785</td>
</tr>
<tr>
<td>17 years of age</td>
<td>9 175</td>
</tr>
<tr>
<td>18 years of age</td>
<td>10 733</td>
</tr>
<tr>
<td>19 years of age</td>
<td>12 473</td>
</tr>
<tr>
<td>20 years of age</td>
<td>14 086</td>
</tr>
<tr>
<td>21 years of age or first year of adult service</td>
<td>15 441</td>
</tr>
<tr>
<td>22 years of age or second year of adult service</td>
<td>16 037</td>
</tr>
<tr>
<td>23 years of age or third year of adult service</td>
<td>16 653</td>
</tr>
</tbody>
</table>
### Table B3. Rates of Pay for Drafting Assistants

<table>
<thead>
<tr>
<th>Age of Service</th>
<th>Salary Per Annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-2 years</td>
<td>8 326</td>
</tr>
<tr>
<td>2-3 years</td>
<td>10 733**</td>
</tr>
<tr>
<td>3-4 years</td>
<td>12 473**</td>
</tr>
<tr>
<td>4-5 years</td>
<td>15 441*</td>
</tr>
<tr>
<td>5-6 years</td>
<td>15 441*</td>
</tr>
<tr>
<td>6-7 years</td>
<td>15 441*</td>
</tr>
<tr>
<td>7-8 years</td>
<td>15 441*</td>
</tr>
<tr>
<td>8-9 years</td>
<td>15 441*</td>
</tr>
<tr>
<td>9-10 years</td>
<td>15 441*</td>
</tr>
<tr>
<td>10-11 years</td>
<td>15 441*</td>
</tr>
<tr>
<td>11-12 years</td>
<td>15 441*</td>
</tr>
<tr>
<td>12-13 years</td>
<td>15 441*</td>
</tr>
<tr>
<td>13-14 years</td>
<td>15 441*</td>
</tr>
<tr>
<td>14-15 years</td>
<td>15 441*</td>
</tr>
<tr>
<td>15-16 years</td>
<td>15 441*</td>
</tr>
<tr>
<td>16-17 years</td>
<td>15 441*</td>
</tr>
<tr>
<td>17-18 years</td>
<td>15 441*</td>
</tr>
<tr>
<td>18-19 years</td>
<td>15 441*</td>
</tr>
<tr>
<td>19-20 years</td>
<td>15 441*</td>
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<tr>
<td>20-21 years</td>
<td>15 441*</td>
</tr>
<tr>
<td>21-22 years</td>
<td>15 441*</td>
</tr>
<tr>
<td>22-23 years</td>
<td>15 441*</td>
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<td>23-24 years</td>
<td>15 441*</td>
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<td>24-25 years</td>
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<td>25-26 years</td>
<td>15 441*</td>
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<td>26-27 years</td>
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<td>30-31 years</td>
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<tr>
<td>52-53 years</td>
<td>15 441*</td>
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<td>53-54 years</td>
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<td>62-63 years</td>
<td>15 441*</td>
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<td>63-64 years</td>
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<td>66-67 years</td>
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<td>67-68 years</td>
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<td>68-69 years</td>
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<td>69-70 years</td>
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<td>80-81 years</td>
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<td>82-83 years</td>
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<td>83-84 years</td>
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<td>85-86 years</td>
<td>15 441*</td>
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<tr>
<td>86-87 years</td>
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<td>87-88 years</td>
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<tr>
<td>88-89 years</td>
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<tr>
<td>89-90 years</td>
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<td>15 441*</td>
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<tr>
<td>98-99 years</td>
<td>15 441*</td>
</tr>
<tr>
<td>99-100 years</td>
<td>15 441*</td>
</tr>
</tbody>
</table>

### Notes

1. Workers accepted for training as a Radiographer shall be paid the following rates which are marked with a single asterisk:—

2. Cadet Radiographers.

3. Persons classified Technician (Mechanical), B2 1/5 and Technician (Electronic), B2 1/5, appointed after 12 March 1980, shall not proceed beyond the maximum of B2 1/4 range unless that person has had appropriate work experience and has made progress toward attaining an appropriate qualification, at a level accepted by all parties to this Award.

4. Cadet Radiographers shall, for the purposes of Clause 8 of this Award, be deemed to be workers engaged on a fortnightly contract of service.

5. Annual Increments.

6. Board of Reference.

7. In the event of a dispute arising in relation to a worker’s entitlement to the payment of any allowance provided for under this Schedule, or in the event of a dispute arising in relation to the payment of any increment referred to in Clause 5 of this Schedule, such dispute may be referred and determined by the Board of Reference under Clause 34 of this Award.


9. Radiographers.

10. The rate of pay for workers in the Professional Division shall be as follows:—

### Table C1.

<table>
<thead>
<tr>
<th>Level</th>
<th>Salary Per Annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year</td>
<td>21 241</td>
</tr>
<tr>
<td>2nd year</td>
<td>21 924</td>
</tr>
<tr>
<td>3rd year</td>
<td>23 427</td>
</tr>
</tbody>
</table>
### Table C2. Pharmacists.

<table>
<thead>
<tr>
<th>Level 1</th>
<th>1st year</th>
<th>21,241</th>
</tr>
</thead>
<tbody>
<tr>
<td>2nd year</td>
<td>22,670</td>
<td></td>
</tr>
<tr>
<td>3rd year</td>
<td>24,215</td>
<td></td>
</tr>
<tr>
<td>4th year</td>
<td>25,825</td>
<td></td>
</tr>
<tr>
<td>5th year</td>
<td>27,480</td>
<td></td>
</tr>
<tr>
<td>6th year</td>
<td>28,342</td>
<td></td>
</tr>
<tr>
<td>7th year</td>
<td>30,058</td>
<td></td>
</tr>
<tr>
<td>Level 2</td>
<td>1st year</td>
<td>28,342</td>
</tr>
<tr>
<td>2nd year</td>
<td>29,192</td>
<td></td>
</tr>
<tr>
<td>3rd year</td>
<td>30,058</td>
<td></td>
</tr>
<tr>
<td>4th year</td>
<td>31,772</td>
<td></td>
</tr>
<tr>
<td>Level 3</td>
<td>1st year</td>
<td>32,622</td>
</tr>
<tr>
<td>2nd year</td>
<td>33,534</td>
<td></td>
</tr>
<tr>
<td>Level 4</td>
<td>35,412</td>
<td></td>
</tr>
<tr>
<td>Level 5</td>
<td>37,360</td>
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</tr>
<tr>
<td>Level 6</td>
<td>39,799</td>
<td></td>
</tr>
<tr>
<td>Level 7</td>
<td>43,536</td>
<td></td>
</tr>
</tbody>
</table>

### Table C3. Medical Laboratory Technologists.

<table>
<thead>
<tr>
<th>Level 1</th>
<th>1st year</th>
<th>21,241</th>
</tr>
</thead>
<tbody>
<tr>
<td>2nd year</td>
<td>22,670</td>
<td></td>
</tr>
<tr>
<td>3rd year</td>
<td>24,215</td>
<td></td>
</tr>
<tr>
<td>4th year</td>
<td>25,825</td>
<td></td>
</tr>
<tr>
<td>5th year</td>
<td>27,480</td>
<td></td>
</tr>
<tr>
<td>6th year</td>
<td>28,342</td>
<td></td>
</tr>
<tr>
<td>7th year</td>
<td>30,058</td>
<td></td>
</tr>
<tr>
<td>Level 2</td>
<td>1st year</td>
<td>31,772</td>
</tr>
<tr>
<td>2nd year</td>
<td>32,622</td>
<td></td>
</tr>
<tr>
<td>3rd year</td>
<td>34,443</td>
<td></td>
</tr>
<tr>
<td>Level 3</td>
<td>1st year</td>
<td>35,412</td>
</tr>
<tr>
<td>2nd year</td>
<td>37,360</td>
<td></td>
</tr>
<tr>
<td>Level 4</td>
<td>38,329</td>
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</tr>
<tr>
<td>Level 5</td>
<td>40,732</td>
<td></td>
</tr>
<tr>
<td>Level 6</td>
<td>41,665</td>
<td></td>
</tr>
<tr>
<td>Level 7</td>
<td>47,251</td>
<td></td>
</tr>
</tbody>
</table>

### Table C4. Scientific Officers — Physicists — Chemists and Research Officers.

<table>
<thead>
<tr>
<th>Level 1</th>
<th>1st year</th>
<th>21,241</th>
</tr>
</thead>
<tbody>
<tr>
<td>2nd year</td>
<td>22,670</td>
<td></td>
</tr>
<tr>
<td>3rd year</td>
<td>24,215</td>
<td></td>
</tr>
<tr>
<td>4th year</td>
<td>25,825</td>
<td></td>
</tr>
<tr>
<td>5th year</td>
<td>27,480</td>
<td></td>
</tr>
<tr>
<td>6th year</td>
<td>28,342</td>
<td></td>
</tr>
<tr>
<td>7th year</td>
<td>30,058</td>
<td></td>
</tr>
<tr>
<td>Level 2</td>
<td>1st year</td>
<td>30,908</td>
</tr>
<tr>
<td>2nd year</td>
<td>31,772</td>
<td></td>
</tr>
<tr>
<td>3rd year</td>
<td>32,622</td>
<td></td>
</tr>
<tr>
<td>4th year</td>
<td>33,534</td>
<td></td>
</tr>
<tr>
<td>5th year</td>
<td>34,443</td>
<td></td>
</tr>
<tr>
<td>Level 3</td>
<td>1st year</td>
<td>30,908</td>
</tr>
<tr>
<td>2nd year</td>
<td>31,772</td>
<td></td>
</tr>
<tr>
<td>3rd year</td>
<td>32,622</td>
<td></td>
</tr>
<tr>
<td>4th year</td>
<td>33,534</td>
<td></td>
</tr>
<tr>
<td>5th year</td>
<td>34,443</td>
<td></td>
</tr>
</tbody>
</table>

### Table C5. Medical Social Workers.

<table>
<thead>
<tr>
<th>Level 1</th>
<th>1st year</th>
<th>21,241</th>
</tr>
</thead>
<tbody>
<tr>
<td>2nd year</td>
<td>22,670</td>
<td></td>
</tr>
<tr>
<td>3rd year</td>
<td>24,215</td>
<td></td>
</tr>
<tr>
<td>4th year</td>
<td>25,825</td>
<td></td>
</tr>
<tr>
<td>5th year</td>
<td>27,480</td>
<td></td>
</tr>
<tr>
<td>6th year</td>
<td>28,342</td>
<td></td>
</tr>
<tr>
<td>7th year</td>
<td>30,058</td>
<td></td>
</tr>
<tr>
<td>Level 2</td>
<td>1st year</td>
<td>30,908</td>
</tr>
<tr>
<td>2nd year</td>
<td>31,772</td>
<td></td>
</tr>
<tr>
<td>3rd year</td>
<td>32,622</td>
<td></td>
</tr>
<tr>
<td>4th year</td>
<td>33,534</td>
<td></td>
</tr>
<tr>
<td>5th year</td>
<td>34,443</td>
<td></td>
</tr>
<tr>
<td>Level 3</td>
<td>1st year</td>
<td>30,908</td>
</tr>
<tr>
<td>2nd year</td>
<td>31,772</td>
<td></td>
</tr>
<tr>
<td>3rd year</td>
<td>32,622</td>
<td></td>
</tr>
<tr>
<td>4th year</td>
<td>33,534</td>
<td></td>
</tr>
<tr>
<td>5th year</td>
<td>34,443</td>
<td></td>
</tr>
</tbody>
</table>

### Table C6. Psychologists and Clinical Psychologists.

<table>
<thead>
<tr>
<th>Psychologist</th>
<th>Level 1 — Grade 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year</td>
<td>22,670</td>
</tr>
<tr>
<td>2nd year</td>
<td>24,215</td>
</tr>
<tr>
<td>3rd year</td>
<td>25,825</td>
</tr>
<tr>
<td>4th year</td>
<td>27,480</td>
</tr>
<tr>
<td>5th year</td>
<td>28,342</td>
</tr>
<tr>
<td>6th year</td>
<td>30,058</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Psychologist</th>
<th>Level 2 — Grade 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year</td>
<td>30,908</td>
</tr>
<tr>
<td>2nd year</td>
<td>31,772</td>
</tr>
<tr>
<td>3rd year</td>
<td>32,622</td>
</tr>
<tr>
<td>4th year</td>
<td>33,534</td>
</tr>
<tr>
<td>5th year</td>
<td>34,443</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Clinical Psychologist</th>
<th>Level 1 — Grade 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year</td>
<td>30,908</td>
</tr>
<tr>
<td>2nd year</td>
<td>31,772</td>
</tr>
<tr>
<td>3rd year</td>
<td>32,622</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Clinical Psychologist</th>
<th>Level 2 — Grade 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year</td>
<td>34,443</td>
</tr>
<tr>
<td>2nd year</td>
<td>35,412</td>
</tr>
<tr>
<td>3rd year</td>
<td>37,360</td>
</tr>
<tr>
<td>4th year</td>
<td>38,329</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Clinical Psychologist</th>
<th>Level 2 — Grade 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year</td>
<td>34,443</td>
</tr>
<tr>
<td>2nd year</td>
<td>35,412</td>
</tr>
<tr>
<td>3rd year</td>
<td>37,360</td>
</tr>
<tr>
<td>4th year</td>
<td>38,329</td>
</tr>
<tr>
<td>Table C7. Libraries.</td>
<td></td>
</tr>
<tr>
<td>--------------------</td>
<td></td>
</tr>
<tr>
<td><strong>Salary Per Annum</strong></td>
<td></td>
</tr>
<tr>
<td><strong>$</strong></td>
<td></td>
</tr>
</tbody>
</table>
| Senior Clinical Psychologist  
  Level 3  
  39,799 |
| Library Assistant  
  Level 1  
  1st year  
  14,994  
  2nd year  
  15,588  
  3rd year  
  16,179  
  4th year  
  16,339  
  5th year  
  16,931  
  6th year  
  17,521  
  7th year  
  19,389  
  8th year  
  19,861  
  9th year  
  20,358  
  10th year  
  21,241 |
| **Salary Per Annum** |
| **$** |
| **Table C8. Engineers — Bio Engineers and Architects.** |
| **Salary Per Annum** |
| **$** |
| Level 1  
  1st year  21,924  
  + 2nd year  22,670  
  − 3rd year  24,215  
  = 4th year  25,825  
  5th year  27,480  
  6th year  28,342  
  Provided that the rate for Level 1, 1st year, is not to be applied to Architects. |
| **Table C9. Radiographers (Radioisotopes).** |
| **Salary Per Annum** |
| **$** |
| Level 1  
  1st year  21,924  
  2nd year  22,670  
  3rd year  24,215  
  4th year  25,825  
  5th year  26,632  
  6th year  27,480  
  7th year  28,342 |
| **Table C10. Physiotherapists — Dietitians — Occupational Therapists — Speech Therapists.** |
| **Salary Per Annum** |
| **$** |
| Level 1  
  1st year  21,241  
  2nd year  22,670  
  3rd year  24,215  
  4th year  25,825  
  5th year  26,632  
  6th year  27,480  
  7th year  28,342  
  8th year  29,192  
  9th year  30,058  
  10th year  31,772 |
| **Table C11. Podiatrist.** |
| **Salary Per Annum** |
| **$** |
| Level 1  
  1st year  21,924  
  2nd year  22,670  
  3rd year  24,215  
  4th year  25,825  
  5th year  26,632  
  6th year  27,480  
  7th year  28,342  
  8th year  29,192  
  9th year  30,058  
  10th year  31,772 |
| **Table C12. Audiologists.** |
| **Salary Per Annum** |
| **$** |
| Level 1  
  1st year  21,241  
  2nd year  22,670  
  3rd year  24,215  
  4th year  25,825  
  5th year  26,632  
  6th year  27,480  
  7th year  28,342  
  8th year  29,192  
  9th year  30,058  
  10th year  31,772 |

* Commencing point non-graduate.  
+ Commencing point graduate (four year course)  
− Commencing point honours graduate (five year course)  
= Post graduate degree.
Table C13.
Engineering Draughtsmen.

<table>
<thead>
<tr>
<th>Level</th>
<th>1st year</th>
<th>2nd year</th>
<th>3rd year</th>
<th>4th year</th>
<th>5th year</th>
<th>6th year</th>
<th>7th year</th>
<th>8th year</th>
<th>9th year</th>
<th>10th year</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>20 558</td>
<td>21 241</td>
<td>21 924</td>
<td>22 670</td>
<td>23 427</td>
<td>24 215</td>
<td>25 022</td>
<td>25 825</td>
<td>26 632</td>
<td>27 480</td>
</tr>
</tbody>
</table>

Table C14.
Rates of pay for workers in the Professional Division above Level 3 which may be used by the “Hospital Salaried Officers’ Classification Review Committee” in determining the classification of an office in the Professional Division above Level 3 under Clause 5 of the “Hospital Salaried Officers’ (Classification Review) Agreement 1977”.

<table>
<thead>
<tr>
<th>Salary Point</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
<th>7</th>
<th>8</th>
<th>9</th>
<th>10</th>
<th>11</th>
<th>12</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salary</td>
<td>34 443</td>
<td>35 412</td>
<td>36 433</td>
<td>37 360</td>
<td>38 329</td>
<td>39 799</td>
<td>41 665</td>
<td>43 536</td>
<td>45 402</td>
<td>47 251</td>
<td>49 118</td>
<td>52 259</td>
</tr>
</tbody>
</table>

HOTEL AND TAVERN WORKERS.
Award No. 31 of 1977.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.
No. 730 of 1985.

Between Federated Liquor and Allied Industries Employees’ Union of Australia, Western Australian Branch, Union of Workers, Applicant and Imperial Hotel and Others, Respondents.

Before Commissioner S.A. Kennedy.

The 14th day of November 1986.

Mr E.L. Fry appeared on behalf of the applicant.
Mr K.J. Farrell appeared on behalf of the respondent.

Reasons for Decision.

THE COMMISSIONER: The parties in this matter were in agreement on parts of this claim. Specifically, the claim to vary Clause 14.—Meal Money, Clause 21.—Wages, subclause (3) In-Charge Rates and Clause 42.—District Allowances. I am satisfied the variations sought fall within the wage fixing principles as set down in the Order No. 461 of 1983 as varied by the Commission in Court Session in matter No. 261 of 1986 (66 WAIG 1145).

The parties do not agree on the claims in the case of Clause 9.—Additional Rates for Ordinary Hours, subclauses (1) and (3) and Clause 21.—Wages, subclause (2). In effect the applicant Union seeks to vary the allowances provided for in Clause 9 (1) and (3) and the service increments provided for in Clause 21 (2) by amounts which reflect movements in wage rates as a result of national wage adjustments.

Mr Farrell for the respondents raised what he termed an “in principle argument” which in effect stated the right of the respondents to oppose subsequent claims to vary these provisions brought forward on the same grounds.

Having regard for all before the Commission in this instance and the transcript of the proceedings when the current levels of these allowances were set in 1982 (62 WAIG 402), I have concluded that the claim falls within Principle 9 of the wage fixing principles of this Commission.

An order varying the Hotel and Tavern Workers’ Award No. 31 of 1977 in accordance with the foregoing will now issue subject to any speaking to the minutes. The operative date will be the first pay period on or after 1 November 1986.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.
No. 730 of 1985.

Between Federated Liquor and Allied Industries Employees’ Union of Australia, Western Australian Branch, Union of Workers, Applicant and Imperial Hotel and Others, Respondents.

Order.

HAVING heard Mr E.L. Fry on behalf of the applicant and Mr K.J. Farrell on behalf of the respondents the Commission, pursuant to the powers conferred on it under the Industrial Relations Act 1979 hereby orders —

That the Hotel and Tavern Workers’ Award No. 31 of 1977 be varied in accordance with the following Schedule and that such variation shall have effect from the beginning of the first pay period on or after the 1st day of November 1986.

Dated at Perth this 14th day of November 1986.

(Sgd.) S.A. KENNEDY,
Commissioner.

Schedule.

1. Clause 9.—Additional Rates for Ordinary Hours: Delete this clause and insert in lieu thereof the following—

9.—Additional Rates for Ordinary Hours.

(1) A worker who is required to work any of his ordinary hours between 7.00 p.m. and 7.00 a.m. Monday to Friday, both inclusive, shall be paid at the rate of an extra 85 cents per hour for each such hour, or part thereof worked, with a minimum payment of $1.70 per day. Provided that any worker who works the majority of his ordinary hours between 12 midnight and 7.00 a.m. shall be paid 90 cents per hour extra for each such hour, or part thereof worked.

(2) All time worked during the ordinary hours of work on Saturdays and Sundays shall be paid for at the rate of time and a half.

(3) A worker who is required to work any of his ordinary hours on any day in more than one period of employment, other than for meal breaks as prescribed in accordance with the provisions of Clause 13.—Meal Breaks of this Award, shall be paid an allowance of $1.42 per day, for such broken work period worked.
2. Clause 12.—Part-Time Workers: Delete subclause (3) from this clause and insert in lieu thereof the following:—

(3) A part-time worker who is required to work any of his ordinary hours between 7.00 p.m. and 7.00 a.m. Monday to Friday, both inclusive, shall be paid at the rate of an extra 85 cents per hour for each such hour, or part thereof worked, with a minimum payment of $1.70 per day. Provided that a part-time worker who works the majority of his ordinary hours between 12 midnight and 7.00 a.m., shall be paid 90 cents per hour extra for each such hour, or part thereof worked.

3. Clause 14.—Meal Money: Delete from this clause the figures “$4.15” and insert in lieu thereof the figures “$4.73”.

4. Clause 21.—Wages: Delete subclauses (2) and (3) from this clause and insert in lieu thereof the following:—

(2) Service Payments —

(a) In addition to the wage rates prescribed in subclause (1) hereof, all workers (other than Apprentices) employed on a full-time basis, shall be paid Service Payments at the following rates:—

<table>
<thead>
<tr>
<th>Per Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>After one year of service $ 5.80</td>
</tr>
<tr>
<td>After two years of service $ 8.80</td>
</tr>
<tr>
<td>After three years of service $11.80</td>
</tr>
</tbody>
</table>

(b) For the purposes of this subclause service shall mean —

(i) employment with the one and same employer, and;

(ii) where a business has been transmitted from one employer to another and the worker’s service has been deemed continuous in accordance with subclause (3) of Clause 2 of the Long Service Leave provisions published in Volume 64 of the Western Australian Industrial Gazette at pages 1-4.

(3) In-Charge Rates: A worker (other than a Chef or Housekeeper) who is appointed and placed in charge of other workers by the employer shall be paid the following rates in addition to his or her normal wage —

<table>
<thead>
<tr>
<th>Per Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>if placed in charge of less than six workers $ 7.60</td>
</tr>
<tr>
<td>if placed in charge of six to 10 workers $10.10</td>
</tr>
<tr>
<td>if placed in charge of 11 to 20 workers $11.60</td>
</tr>
<tr>
<td>if placed in charge of more than 20 workers $19.40</td>
</tr>
</tbody>
</table>

5. Clause 42.—District Allowances: Delete subclause (1) from this clause and insert in lieu thereof the following:—

(1) Subject to the provisions of this clause, in addition to the wages prescribed in Clause 21.—Wages of this award, a married worker shall be paid the following allowances per week when employed in the towns described hereunder.

<table>
<thead>
<tr>
<th>Town</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agnew</td>
<td>21.60</td>
</tr>
<tr>
<td>Balladonia</td>
<td>19.80</td>
</tr>
<tr>
<td>Baradale</td>
<td>29.00</td>
</tr>
<tr>
<td>Boulder</td>
<td>8.40</td>
</tr>
<tr>
<td>Bremer Bay</td>
<td>11.60</td>
</tr>
<tr>
<td>Broad Arrow</td>
<td>8.40</td>
</tr>
<tr>
<td>Broome</td>
<td>33.70</td>
</tr>
<tr>
<td>Bulla Bulling</td>
<td>8.40</td>
</tr>
<tr>
<td>Bullfinch</td>
<td>10.40</td>
</tr>
<tr>
<td>Carnarvon</td>
<td>17.10</td>
</tr>
</tbody>
</table>
IRON ORE PRODUCTION AND PROCESSING  
(BHP Minerals Limited).  
Award No. 22 of 1981.  
BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.  
No. 698 of 1986.  
Between Amalgamated Metal Workers and Shipwrights Union of Western Australia, Applicant and BHP Minerals Limited, Respondent.  
Order.  
HAVING heard Mr K. Street on behalf of the applicant and Mr R. Woodward on behalf of the respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act 1979 hereby orders —  
That the Iron Ore Production and Processing (BHP Minerals Limited) Award No. 22 of 1981 be varied in accordance with the following Schedule and that such variation shall have effect from the beginning of the first pay period commencing on or after the date hereof.  
Dated at Perth this 30th day of September 1986.  
(Sgd.) G.G. HALLIWELL,  
Senior Commissioner.  
Schedule.  
1. Clause 13.—Shift Work: Replace the figure 64 cents in subclause (3) (a) (i) with 66 cents. Replace the figure 68 cents in subclause (3) (a) (ii) with 71 cents.  
2. Clause 16.—Mess Personnel: Replace the figure $2.00 in subclause (5) with $2.08.  
Replace the figure 27 cents in subclause (1) (a) (i) with 28 cents.  
Replace the figures $1.74 and 34 cents in subclause (1) (a) (ii) with $1.81 and 35 cents respectively.  
Replace the figure 27 cents in subclause (1) (a) (iii) with 28 cents.  
Replace the figure 35 cents in subclause (1) (a) (iv) with 36 cents.  
Replace the figure 35 cents in subclause (1) (a) (v) with 36 cents.  
Replace the figure 27 cents in subclause (1) (a) (vi) with 28 cents.  
Replace the figure $1.33 in subclause (2) (a) with $1.38.  
Replace the figure 25 cents in subclause (2) (b) with 26 cents.  
Replace the figure 46 cents in subclause (2) (d) with 48 cents.  
Replace the figure $1.39 in subclause (2) (g) with $1.44.  
Subclause (3):  
Replace the figures 26 cents and $2.67 in subclause (3) (b) with 27 cents and $2.77 respectively.  
Replace the figure 17 cents in subclause (3) (c) (i) with 18 cents.  
Replace the figure 29 cents in subclause (3) (d) (i) with 30 cents.  
Replace the figure 80 cents in subclause (3) (d) (ii) with 83 cents.  
Replace the figure $7.80 in subclause (1) (i) (i) with $8.10.  
Replace the figure $5.00 in subclause (1) (k) with $5.19.  
Replace the figure $10.30 in subclause (1) (m) with $10.70.  
Replace the figures $5.60 and $10.20 in subclause (1) (n) with $5.80 and $10.60 respectively.  
Replace the figures $11.00 and $11.00 in subclause (1) (o) with $11.40 and $11.40.  
Replace the figure $13.00 in subclause (1) (p) with $13.50.  
Replace the figure $5.60 in subclause (1) (q) (iii) (aa) with $5.80.  
Replace the figure $10.20 in subclause (1) (q) (ii) (bb) with $10.60.  

IRON ORE PRODUCTION AND PROCESSING  
(Mt Newman Mining Co Pty Ltd).  
BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.  
No. 710 of 1986.  
Between the Federated Engine Drivers' and Firemen's Union of Workers of Western Australia, Applicant and Mt Newman Mining Co Pty Ltd, Respondent.  
Order.  
HAVING heard Mr L.J. Benfell on behalf of the applicant and Mr O.L. Ihlein on behalf of the respondent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act 1979 having satisfied itself that the terms of the General Order of the Commission No. 261 of 1986 dated 23 July 1986 have been complied with, and by consent, hereby orders —  
That the Iron Ore Production and Processing (Mt Newman Mining Co Pty Ltd) Award No. A29 of 1984 be varied in accordance with the following Schedule with effect from the first pay period commencing on or after the 30th day of July 1986.  
Dated at Perth this 13th day of November 1986.  
(Sgd.) J.F. GREGOR,  
Commissioner.
Schedule.

A. Award.

1. Clause 10.—Overtime: Delete paragraph (d) of subclause (5) of this clause and insert in lieu:—
   
   (d) Where pursuant to the provisions of this subclause, the employer is required to supply a meal to an employee free of charge he shall, if he is unable to supply that meal, pay to the employee $5.91 or a meal voucher in lieu thereof, or an employee may not elect to take payment in lieu of a meal when the employer is able to supply that meal.

2. Clause 17.—Special Rates and Provisions: Delete subclauses (1) (c), (1) (j) (i), (6) (a) and (b), (11) (a) and (b), (12), (13), (15), (16) (a) and (c) and (17) and insert in lieu:—

   (1) (c) The said allowance is—

<table>
<thead>
<tr>
<th>Group I</th>
<th>Group II</th>
<th>Group III</th>
</tr>
</thead>
<tbody>
<tr>
<td>60</td>
<td>49</td>
<td>37</td>
</tr>
</tbody>
</table>

   (j) Special Maintenance Rate

   (i) Subject to the provisions of subparagraph (ii) where the conditions under which work is to be performed are exceptional an employee shall be paid 29 cents per hour, in addition to the appropriate disability group allowance or any other allowance to which he may be entitled.

   (ii) An employee engaged on work involving the opening-up of house drains or waste-pipes or on work involving the cleaning of septic tanks or dry wells shall, in addition to any allowance to which he is otherwise entitled under this clause, be paid $3.07 on any day on which he is so employed, but this subclause does not apply to the opening-up of storm water drains or other drains of a similar kind.

   (b) An employee who is required to work in or handle raw sewerage shall, in addition to any other allowance to which he is entitled under any other subclause of this clause, be paid $3.07 per day which shall, where the case requires, include any allowance which would otherwise be payable under paragraph (a). An employee qualifies for payment under this paragraph on any day on which he carries out work on large sewerage collection tanks or on the pumps connected thereto.

   (11) (a) Subject to the provisions of paragraph (b) an employee who holds the appropriate certificate of competency and who is required by the employer to operate a Hiab Hoist shall, in addition to any other entitlement, be paid an allowance of $2.70 per week.

   (b) A motor vehicle driver who holds the appropriate certificate of competency and who drives a vehicle equipped with a Hiab Hoist which he is required to operate shall, in addition to any other entitlement, be paid an allowance of $7.30 per week.

   (12) Electrical workers, other than Linesmen, who are required to work on equipment on poles and above the ground shall be paid an allowance of $1.55 per day for each day or proportion of such day so worked.

   (13) Height Money: An employee shall be paid an allowance of $1.55 per day on which he works at a height of 15.5 metres or more above the nearest horizontal plane, but this provision does not apply to Linesmen, Riggers and Belt Splicers, nor to electrical workers to whom subclause (12) hereof applies.

   (15) A Plumber who, in addition to satisfactorily completing an apprenticeship to his trade, holds by external examination registration issued pursuant to the Metropolitan Water Supply, Sewerage and Drainage Act shall be paid an allowance of $12.80 per week.

   (16) (a) An electrical tradesman who, in addition to satisfactorily completing an apprenticeship to his trade or equivalent training, holds by external examination a current State Energy Commission of WA licence of not less than “B” Class standard shall be paid an allowance of $11.70 per week. The allowance shall be paid as a flat weekly rate.

   (b) An electrical tradesman who holds a licence as prescribed in paragraph (a) hereof where such licence is endorsed for both fitting and installing work shall, in addition to the allowance prescribed in (a), be paid a flat weekly allowance of $11.70 in respect of any week in which the tradesman is required to perform both fitting and installing work.

   (c) A Fitter/Refrigeration, Instrument Maker and/or Repairer or Electronics Tradesman who holds an appropriate restricted electrical licence pursuant to Regulations 22 and 23 of the Electricity Act Regulations shall be paid a flat weekly allowance of $5.70. The allowance is not payable in respect of electrical permits.

   (17) An allowance of 23 cents per hour shall be paid for all hours worked in the Concentrator Building at the Mine by Production employees. This allowance shall be paid in addition to other disability allowances to which the worker is entitled, but shall not be compounded by overtime, penalty rates, holiday or weekend shift premiums.

   3. Clause 18.—Service Payments: Delete subclause (1) of this clause and insert in lieu:—

   (1) Subject to the provisions of this clause, employees (including Apprentices) shall, in addition to payments otherwise due under this award, be paid service payments as follows:—

<table>
<thead>
<tr>
<th>Per Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
</tr>
<tr>
<td>After three months’ continuous service</td>
</tr>
<tr>
<td>After six months’ continuous service</td>
</tr>
<tr>
<td>After 12 months’ continuous service</td>
</tr>
<tr>
<td>After 18 months’ continuous service</td>
</tr>
<tr>
<td>After two years’ continuous service</td>
</tr>
<tr>
<td>After three years’ continuous service</td>
</tr>
<tr>
<td>After four years’ continuous service</td>
</tr>
<tr>
<td>After five years’ continuous service</td>
</tr>
<tr>
<td>After six years’ continuous service</td>
</tr>
<tr>
<td>After seven years’ continuous service</td>
</tr>
</tbody>
</table>

   4. Clause 19.—District Allowance: Delete subclause (1) of this clause and insert in lieu:—

   (1) Subject to the provisions of subclause (3) in addition to the wages prescribed in the First Schedule — Wages an allowance shall be paid at the rates set out below, to each employee employed within that area of the State situated between south latitude 24 degrees and a line running east from Carnet Bay to the Northern Territory border — $16.60.

B. Part II.

1. Clause 10.—“Off Roster” and other Penalties: Delete subclause (4) of this subclause and insert in lieu:—

   (4) A locomotive driver or observer who is rostered to book off at any away from home depot on a Saturday or Sunday and who is thereby not able to be at his normal place of residence at the home depot for at least six hours between 0600 and 2000 hours on the Sunday shall be paid an allowance of $8.99 in addition to his ordinary rate of wage for the shift from which he has then booked off and the applicable shift allowance shall apply.
Delete this clause and insert in lieu:

(3) Notwithstanding the provisions of this clause, where an employee cannot be provided with a prescribed crib by the employer he shall, in lieu thereof, be paid an allowance of $5.91.

3. Clause 14.—Long Train and Locotrol Allowances:
Delete this clause and insert in lieu:

(1) (a) Crews of trains shall be paid long train allowances as follows:

<table>
<thead>
<tr>
<th>ORE CARS</th>
<th>DRIVER</th>
<th>OBSERVER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 160 ore cars</td>
<td>$21.29</td>
<td>$14.91</td>
</tr>
<tr>
<td>160 ore cars but less than 200 ore cars</td>
<td>$27.20</td>
<td>$19.04</td>
</tr>
<tr>
<td>200 ore cars but less than 240 ore cars</td>
<td>$33.12</td>
<td>$23.18</td>
</tr>
<tr>
<td>240 ore cars but less than 280 ore cars</td>
<td>$39.04</td>
<td>$27.32</td>
</tr>
<tr>
<td>More than 240 ore cars</td>
<td>$39.04</td>
<td>$27.32</td>
</tr>
</tbody>
</table>

(b) Long train allowances shall be paid in accordance with the consist of the train at the commencement of the trip and shall not be affected by any operating circumstances en route which require the consist to be reduced or altered.

(2) Crews of trains to which the “Sundowner” is attached shall, when carrying passengers, be paid per trip an additional allowance of $7.10 in the case of the Driver and $3.55 in the case of the observer.

(3) Crews working trains upon which Locotrol equipment is in operation shall be paid, in the case of a Driver, $20.11 per trip and, in the case of an Observer, $13.37 per trip.

(4) Crew members engaged in the Yard in the preparation of locotrol trains for mainline journeys where such preparation involves the test operation of locotrol equipment by such crew members shall be paid an additional allowance of $3.27 in respect of any shift during which such preparation is carried out by them.

(5) Crew members engaged in the operation of a locotrol train for the purpose of loading such train with ore where the locotrol equipment is operation for part or all of the loading operation shall be paid $3.27 in respect of any shift during which such operation is carried out by them.

(6) Locomotive crews employed on banking duties on banker engines shall be paid, in the case of a Driver, an allowance of $4.36, and in the case of an Observer, $3.05, for each train banked.

C. First Schedule — Wages.

1. Delete subclauses (3), (4), (7), (8), (11) (a), (12), (13), (14) and (16) and insert in lieu:

(3) A Shift Tradesman (as defined) shall be paid a margin of $10.80 per week in addition to the appropriate rate for this classification.

(4) Powerhouse Engine Driver (appointed in charge) shall be paid a margin of $8.70 per week in addition to the appropriate rate for this classification.

(7) A mobile plant driver/operator who is appointed to train heavy mobile equipment drivers/operators, i.e. dozer, front-end loader, scraper, grader, forklift or ore and mullock truck shall, for the time spent in such training, be paid a margin of $10.10 in addition to the appropriate margin for this classification.

(8) An employee engaged on radio coverage for truck maintenance employees or for contractors engaged on track maintenance shall, for the time spent on radio coverage, receive an additional margin of $6.30.

(11) a) Employees employed as Boilermakers/Welders, Fitters and Turners, Fitters/Welders, Fitters, Fitters — Refrigeration Welders, Panel Beaters and/or Spray Painters, Mechanical Fitters, Motor Mechanics, Plant Mechanics, Machinists First Class, Electrical Fitters, Electrical Installers, Electronics Tradesmen, Automotive Electrical Fitters, Sheet Metal Workers, Fitters — Locomotive Turbocharger Reblading (appointed as such), Fitters — Fuel Injection (appointed as such), Brake Equipment Fitters — Railway, Instrument Makers and/or Repairers, Industrial Electricians, Electricians — PLC Series 6/Locotrol, Electrical Tradesmen — Electronics (appointed as such), Electricians Special Class (appointed as such), Linemen, Carpenters and Joiners, Plasterers/Wall Tilers, Upholsterers, Painters, Plumbers, Brick-layers and Glaziers and Apprentices indentured to such trades shall be paid a tool allowance of $7.50 per week.

(12) Experienced Tradesman’s Allowance: A qualified tradesman shall, after 12 months’ continuous service with the employer, be paid an allowance of $5.90 per week for all purposes which shall be increased to $10.80 per week after a further 12 months’ continuous service.

(13) Construction Allowance: A disabilities allowance of $3.50 per week shall be paid to employees when employed on construction work. This allowance shall not apply to employees employed in a shop.

(14) Certified Operator’s Allowance: The following allowance shall be paid for all purposes to employees who are operators of equipment covered by the Federated Engine Drivers’ and Firemen’s Union of Workers of Western Australia classifications and who are certified in the calling in which they are employed:

(a) $5.90 after 12 months’ continuous service;

(b) $10.80 after two years’ continuous service.

(16) Riggers, who may be called upon from time to time to carry out scaffolding work, to be paid as follows:

(a) A Rigger with 12 months’ experience in scaffolding work who is undertaking training to obtain a certificate of competency as a scaffolder — an allowance of $4.80 per week.

(b) A Rigger with a certificate of competency as a scaffolder — an allowance of $9.30 per week.

OIL BUNKERING BP (Fremantle) LIMITED.
Award No. 20 of 1981.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.
No. 376 of 1986.

Between Australasian Society of Engineers, Moulders and Foundry Workers Industrial Union of Workers, Western Australian Branch, Applicant and British Petroleum Limited, Respondent.

Interim Order.

HAVING heard Dr J. Crouch on behalf of the applicant and Mr A. Brown on behalf of the respondent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act 1979, having satisfied
itself that the terms of the General Order of the Commission No. 261 of 1986, dated 23 July 1986, have been complied with, and by consent, hereby orders —

That the Oil Bunkering BP (Fremantle) Limited Award No. 20 of 1981 as amended, be further amended in accordance with the following Schedule with effect from the beginning of the first pay period commencing on or after the 1st day of July 1986.

Dated at Perth this 6th day of November 1986.

(Sgd.) O.K. SALMON,
Commissioner.

Schedule.

Clause 24.—Wages: Delete this clause and insert in lieu thereof:—

24.—Wages.

The following shall be the actual wage per week payable to workers covered by this award:—

<table>
<thead>
<tr>
<th>Year</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-½ Year</td>
<td>417.20</td>
</tr>
<tr>
<td>½-2 Years</td>
<td>422.00</td>
</tr>
<tr>
<td>2-3 Years</td>
<td>426.80</td>
</tr>
<tr>
<td>3-5 Years</td>
<td>431.90</td>
</tr>
<tr>
<td>Over 5 Years</td>
<td>436.90</td>
</tr>
</tbody>
</table>

Bunkering Operator

Trainee Bunkering Operator

Bunkering Attendant

Bunkering Attendant (Installation)

The additional margin payable to a worker who is required to operate a vehicle hoist for which a licence is necessary, provided that he holds the licence issued by the appropriate State authority, shall be $5.00 per week.

Leading Hands: In addition to the rates prescribed in this clause, a worker placed in charge of three or more other workers, or whilst in sole charge of operating facilities, shall be paid $16.10 per week.

PARTICLE BOARD INDUSTRY.
Award No. 10 of 1978.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.
No. 964 of 1986.

Between Westralian Forest Industries Pty Ltd, Applicant and the West Australian Timber Industry Union of Workers, South-West Land Division, Respondent.

Order.

HAVING heard Mr S.J. Kenner on behalf of the Applicant and Mr P. King on behalf of the Respondent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act 1979, having satisfied itself that the terms of the General Order of the Commission No. 261 of 1986, dated 23 July 1986, have been complied with, and by consent, hereby orders —

That the Particle Board Industry Award No. 10 of 1978 as amended, be further amended in accordance with the following Schedule with effect from the beginning of the first pay period commencing on or after the date hereof.

Dated at Perth this 3rd day of November 1986.

(Sgd.) G.L. FIELDING,
Public Service Arbitrator.

Schedule.

1. Clause 1.—Title: Delete this clause and insert in lieu:

Title.

1. Title.

2. Arrangement.


4. Definitions.

5. Allowance for Officers Required to Supply and Maintain a Vehicle as a Term of Employment.

6. Allowance for Officers Relieving Officers Subject to Clause 5.
8. Allowance for Towing Departmental Caravan or Trailer.
10. Increase of Inadequate Rates.
11. Special Conditions.
12. Copies of Award.
13. Term of Award.

Schedule 1.
Schedule 2.
Schedule 3.

3. Clause 4.—Definitions: After the definition of "Term of Employment" add the following new definition:

"Qualifying Service" shall include all service in positions where there is a requirement as a term of employment to supply and maintain a motor vehicle for use on official business but shall exclude all absences which affect entitlements as provided by the schedule attached Public Service Board Administrative Instruction 610.

4. Clause 5.—Allowance for Officers Required to Supply and Maintain a Vehicle as a Term of Employment: Delete this clause and insert in lieu thereof:

5.—Allowance for Officers Required to Supply and Maintain a Vehicle as a Term of Employment.

(1) An officer who is required to supply and maintain a motor vehicle for use when travelling on official business as a term of employment and who is not in receipt of an allowance provided by Clause 9 shall be reimbursed in accordance with the appropriate rates set out in Schedule 1 for journeys travelled on official business and approved by the Permanent Head or an authorised officer.

(2) An officer who is reimbursed under the provisions of subclause (1) will also be subject to the following conditions:

(a) For the purposes of subclause (1) and (2) an officer shall be reimbursed with the appropriate rates set out in Schedule 1 for the distance travelled from the officer's residence to the place of duty and for the return distance travelled from place of duty to residence except on a day where the officer travels direct from residence to headquarters and return and is not required to use the vehicle on official business during the day.

(b) Where an officer in the course of a journey travels through two or more separate areas, reimbursement shall be made at the appropriate rate applicable to each of the areas traversed as set out in Schedule 1.

(c) Where an officer does not travel in excess of 4,000 kilometres in a year an allowance calculated by multiplying the appropriate rate per kilometre by the difference between the actual distance travelled and 4,000 kilometres shall be paid to the officer provided that where the officer has less than 12 months qualifying service in the year then the 4,000 kilometre distance will be reduced on a pro rata basis and the allowance calculated accordingly.

(d) Where a part-time officer is eligible for the payment of an allowance under subclause (c) such allowance shall be calculated on the proportion of total hours worked in that year by the officer to the annual standard hours had the officer been employed on a full-time basis for the year.

(e) An officer who is required to supply and maintain a motor vehicle for use on official business is excused from this obligation in the event of his vehicle being stolen, consumed by fire, or suffering a major and unforeseen mechanical breakdown or accident in which case all entitlement to reimbursement ceases while the officer is unable to provide the motor vehicle or a replacement.

(f) It shall be open to the Board or the Permanent Head to elect to waive the requirement that an officer supply and maintain a motor vehicle for use on official business, but three months written notice of the intention so to do shall be given to the officer concerned.

5. Clause 6.—Allowance for Officers Relieving Officers Subject to Clause 5: Delete this clause and insert in lieu thereof:

6.—Allowance for Officers Relieving Officers Subject to Clause 5:

(1) An officer not required to supply and maintain a motor vehicle as a term of employment who is required to relieve an officer required to supply and maintain a motor vehicle as a term of employment shall be reimbursed all expenses incurred in accordance with the appropriate rates set out in Schedule 1 for all journeys travelled on official business and approved by the Permanent Head of an authorised officer where the officer is required to use his vehicle on official business whilst carrying out the relief duties.

(2) For the purposes of subclause (1) an officer shall be reimbursed the expenses incurred in accordance with the appropriate rates set out in Schedule 1 for the distance travelled from the officer's residence to place of duty and the return distance travelled from place of duty to residence except on a day where the officer travels direct from residence to headquarters and return and is not required to use the vehicle on official business during the day.

(3) Where an officer in the course of a journey travels through two or more separate areas, reimbursement shall be made at the appropriate rate applicable to each of the areas traversed as set out in Schedule 1.

4. Clause 13.—Copies of Award: Renumber this Clause 12.—Copies of Award.

9. Clause 14.—Term of Award: Renumber this Clause 13.—Term of Award.

Schedule 1 — Motor Car.

Area and Details | Engine Displacement (in cubic centimeters) | Over 2600cc | Over 1600cc | Over 8000cc |
--- | --- | --- | --- | --- |
Metropolitan Area: | First 4000 kilometres | 58.3 | 52.4 | 42.3 |
| Over 4000 up to 8000 kilometres | 32.2 | 25.2 | 19.3 |
| Over 8000 up to 16000 kilometres | 15.1 | 13.5 | 11.9 |
| Over 16000 kilometres | 9.5 | 8.0 | 14.3 |
South West Land Division: | First 4000 kilometres | 59.5 | 53.6 | 43.4 |
| Over 4000 up to 8000 kilometres | 26.5 | 20.9 | 19.0 |
| Over 8000 up to 16000 kilometres | 15.5 | 13.8 | 12.2 |
| Over 16000 kilometres | 19.8 | 16.3 | 14.6 |
Clause as follows:—

Change".

Reduction" add the following "6A.—Introduction of South West Land Division

Rest of State:

North of 23.5 degrees South Latitude:

Over 4 000 kilometres

First 4 000 kilometres

Over 4 000 up to 8 000 kilometres

Over 8 000 up to 16 000 kilometres

Over 16 000 kilometres

Rest of State:

First 4 000 kilometres

Over 4 000 up to 8 000 kilometres

Over 8 000 up to 16 000 kilometres

Over 16 000 kilometres

Schedule 2 — Motor Car.

Area and Details

Engine Displacement (in cubic centimetres)

Over 2600cc

Over 1600cc

Over 1600cc and 2600cc

Under 1600cc

Metropolitan Area

South West Land Division

North of 23.5 degrees South Latitude

Rest of the State

Schedule 3 — Motor Cycle.

Rate

Cents per kilometre

10.0

RAILWAY EMPLOYEES.

Award No. 18 of 1969.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

No. 899 of 1986.

Between Australian Railways Union, Western Australian Branch and Others; Applicants and Western Australian Railways Commission, Respondent.

Order.

HAVING heard Mr R.C. Wells on behalf of the Applicant and Mr K.A. Baldwin on behalf of the respondent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act 1979, having satisfied itself that the terms of the General Order of the Commission No. 261 of 1986, dated 23 July 1986, have been complied with, and by consent, hereby orders —

That the Railway Employees Award 1969, No. 18 of 1969, be varied in accordance with the following Schedule and that such variations shall have effect as from the beginning of the first pay period commencing on or after the 14th day of November 1986.

Dated at Perth this 14th day of November 1986.

[L.S.] O.K. SALMON,
Commissioner.

Schedule.

1. Clause 2.—Arrangement: After "6.—No Reduction" add the following "6A.—Introduction of Change".

2. Clause 6A.—Introduction of Change: Add a new clause as follows:—

6A.—Introduction of Change.

(a) Employer’s duty to notify

Employer shall notify the employees who may be affected by the proposed changes and their union or unions.

(b) “Significant effects” include termination of employment, major changes in the composition, operation or size of the employer’s workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and restructuring of jobs. Provided that where the Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

(2) Employer’s duty to discuss change

(a) The employer shall discuss with the employees affected and their union or unions, inter alia, the introduction of the changes referred to in subclause (1) hereof, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or their unions in relation to the changes.

(b) The discussion shall commence as early as practicable after a firm decision has been made by the employer to make the changes referred to in subclause (1) hereof.

(c) For the purpose of such discussion, the employer shall provide to the employees concerned and their union or unions, all relevant information about the changes including the nature of the changes proposed; the expected affects of the changes on employees and any other matters likely to affect employees provided that the employer shall not be required to disclose confidential information the disclosure of which would be inimical to the employer’s interests.

RAILWAY REFRESHMENT SERVICES.

Award No. 2 of 1972.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

No. 898 of 1986.

Between Australian Railways Union, Western Australian Branch, Applicant and Western Australian Railways Commission, Respondent.

Order.

HAVING heard Mr R.C. Wells on behalf of the Applicant and Mr K.A. Baldwin on behalf of the respondent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act 1979, having satisfied itself that the terms of the General Order of the Commission No. 261 of 1986, dated 23 July 1986, have been complied with, and by consent, hereby orders —

That the Railway Refreshment Services Award 1972, No. 2 of 1972 be varied in accordance with the following Schedule and that such variations shall
have effect as from the beginning of the first pay period commencing on or after the 14th day of November 1986.

Dated at Perth this 14th day of November 1986.

(Sgd.) O.K. SALMON, Commissioner.

---

Schedule.
1. Clause 11.—Other Provisions of Employment: After the reference to Clause 6.—No Reduction add:

6A—Introduction of Change.

Employer’s labour costs except to the extent that any such increase has been authorised by the Commission, after that date.

2. Schedule A — Salaries: Delete this schedule and insert in lieu thereof:

<table>
<thead>
<tr>
<th>Schedule A.</th>
<th>Salaries — Clerical and Administrative Division</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.—Clerical Assistants — Salary Range.</td>
<td></td>
</tr>
<tr>
<td>(1) The rates of pay for Clerical Assistants shall be as follows:—</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Age or year of adult service:</th>
<th>Salary Per Annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>15 years of age</td>
<td>$6,822</td>
</tr>
<tr>
<td>16 years of age</td>
<td>$7,567</td>
</tr>
<tr>
<td>17 years of age</td>
<td>$8,365</td>
</tr>
<tr>
<td>18 years of age</td>
<td>$9,759</td>
</tr>
<tr>
<td>19 years of age</td>
<td>$11,305</td>
</tr>
<tr>
<td>20 years of age</td>
<td>$12,695</td>
</tr>
<tr>
<td>21 years of age or first year of adult service</td>
<td>$13,940</td>
</tr>
<tr>
<td>22 years of age or second year of adult service</td>
<td>$14,438</td>
</tr>
<tr>
<td>23 years of age or third year of adult service</td>
<td>$14,947</td>
</tr>
<tr>
<td>24 years of age or fourth year of adult service</td>
<td>$15,441</td>
</tr>
</tbody>
</table>

(2) An employee classified on Table A1A shall be paid an allowance in the following circumstances:—

(a) A Telephonist classified on Table A1A who has completed not less than 20 years of continuous service, shall be paid an allowance of $200 per annum, subject to the employee’s efficiency, diligence and good conduct.

(b) A Telephonist classified on Table A1A who passes a Telephonists’ efficiency examination as approved by the Public Service Board shall be paid an allowance of $217 per annum.

2.—Clerical Employees — Automatic Range.
(1) The rates of pay for Clerical automatic range employees shall be as follows:—

<table>
<thead>
<tr>
<th>Schedule A1.</th>
<th>Salary Per Annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Age or year of adult service:</td>
<td>Salary Per Annum</td>
</tr>
<tr>
<td>Under 17 years of age</td>
<td>$8,089</td>
</tr>
<tr>
<td>17 years of age</td>
<td>$9,454</td>
</tr>
<tr>
<td>18 years of age</td>
<td>$11,026</td>
</tr>
<tr>
<td>19 years of age</td>
<td>$12,763</td>
</tr>
<tr>
<td>20 years of age</td>
<td>$14,332</td>
</tr>
<tr>
<td>21 years of age or first year of adult service</td>
<td>$15,744</td>
</tr>
<tr>
<td>22 years of age or second year of adult service</td>
<td>$16,339</td>
</tr>
<tr>
<td>23 years of age or third year of adult service</td>
<td>$16,931</td>
</tr>
<tr>
<td>24 years of age or fourth year of adult service</td>
<td>$17,521</td>
</tr>
<tr>
<td>25 years of age or fifth year of adult service</td>
<td>$18,114</td>
</tr>
<tr>
<td>26 years of age or sixth year of adult service</td>
<td>$18,707</td>
</tr>
<tr>
<td>27 years of age or seventh year of adult service</td>
<td>$19,389</td>
</tr>
</tbody>
</table>
(2) Classes and grades beyond a salary of $19 389 per annum shall be those set out in Table A2 in this Schedule, provided that an employee shall not be eligible for promotion to a position above the automatic range, until the employee has passed a promotional examination as determined by the employer from time to time or has acquired equal or higher qualifications as approved by the employer.

(3) An employee who is over the age of 21 years on appointment to the automatic range may be appointed at a minimum rate of pay based on years of service with another employer in a similar vocation and not on age.

(4) An employee classified on Table A1 who is married and who is wholly or substantially supporting a spouse and/or dependant relatives, on the approval of the employer, shall be paid an allowance equivalent to the difference between the employee's rate of pay and the next higher grade in the incremental scale of Table A1 with a maximum remuneration inclusive of such allowance equivalent to the rate of pay at age 27 years or seventh year of adult service.

(5) An employee classified on Table A1 who has passed the promotional examination, or has acquired equal or higher qualifications approved by the Public Service Board, who has completed seven years' continuous service as a Clerical employee and who has been retained on the maximum salary of Table A1 for at least one year, shall be paid an allowance equal to the difference between that salary and the minimum prescribed for Class 1 in Clause 3 of this Schedule, progressing thereafter by annual increments equivalent to the prescribed incremental steps to the maximum of Class 2 in Clause 3.

(6) An employee classified on Table A1 who has not passed the promotional examination, or does not possess the higher qualifications required in subclause (5) above, but has completed 15 years' service as a Clerical employee and who has been retained on the maximum salary of Table A1 for at least one year shall be paid an allowance equal to the difference between that salary and the minimum prescribed for Class 1 in Clause 3 of this Schedule. On completion of a further year's service the allowance shall be increased to provide for a total salary, including the allowance equal to the sum prescribed for the maximum of the said Class 1. On completion of 20 years' continuous service, the allowance shall be increased to provide for a total salary, including the allowance equal to the sum prescribed for the minimum of Class 2 in Table A2, progressing after a further year's service to the sum prescribed for the maximum of the said Class 2.

(7) (i) The granting of an allowance under subclause (5) or (6) shall be subject to the employee's efficiency, diligence and good conduct and as to the ability of the officer to perform higher duties;

(ii) On the promotion of an employee to a higher position any allowance received under subclause (5) or (6) shall be reduced to bring the employee's salary up to the minimum salary of the position to which the employee is promoted and thereafter any allowance still received by the employee shall be reduced and converted to salary as and when the employee becomes eligible for annual grade increments; and

(iii) An allowance under subclause (5) or (6) shall cease should the employee refuse to accept promotion.

3.—Clerical Employees — Salary Classes and Grades.

(1) Except where otherwise provided in this Schedule, the classes and grades applicable to employees in the Clerical Division shall be as follows:

<table>
<thead>
<tr>
<th>Class</th>
<th>Minimum Salary $</th>
<th>Intermediate Salary $</th>
<th>Maximum Salary $</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>19 861</td>
<td></td>
<td>20 358</td>
</tr>
<tr>
<td>2</td>
<td>21 241</td>
<td></td>
<td>21 924</td>
</tr>
<tr>
<td>3</td>
<td>22 670</td>
<td></td>
<td>23 427</td>
</tr>
<tr>
<td>4</td>
<td>24 215</td>
<td></td>
<td>25 022</td>
</tr>
<tr>
<td>5</td>
<td>25 825</td>
<td></td>
<td>26 632</td>
</tr>
<tr>
<td>6</td>
<td>27 490</td>
<td></td>
<td>28 342</td>
</tr>
<tr>
<td>7</td>
<td>29 192</td>
<td>30 058</td>
<td>30 908</td>
</tr>
<tr>
<td>8</td>
<td>31 772</td>
<td></td>
<td>32 622</td>
</tr>
<tr>
<td>9</td>
<td>33 534</td>
<td></td>
<td>34 443</td>
</tr>
<tr>
<td>10</td>
<td>35 412</td>
<td></td>
<td>36 343</td>
</tr>
<tr>
<td>11</td>
<td>37 360</td>
<td></td>
<td>38 329</td>
</tr>
</tbody>
</table>

(2) In making a classification under this clause, any two classes may be amalgamated.

(3) A Clerical employee, classified in a Class 1 position shall be paid an allowance to bring the employee's salary to the minimum of Class 2 after completion of 12 months' service on the maximum salary of such Class 1 position, which allowance shall be increased to bring the employee's salary to the maximum of Class 2 after completion of a further 12 months' service.

Provided that and subject to:

(a) The employee's efficiency, diligence and good conduct and as to the ability of the employee to perform higher duties.

(b) On the promotion of an employee to a higher position any allowance received by that employee under this subclause shall be reduced to bring the employee's salary up to the minimum salary of the position to which that employee is promoted and thereafter, any allowance still received by the employee shall be reduced and converted to salary as and when the employee becomes eligible for annual increments.

(c) An allowance under this subclause shall cease should the employee refuse to accept promotion.

(d) An employee shall not be eligible to receive an allowance under this subclause unless the employee has completed not less than nine years' continuous service in the Clerical Division as an adult salaried employee.

4.—Administrative Employees — Salary Classes.

The rates of pay for employees in the Administrative Division shall be as follows:

<table>
<thead>
<tr>
<th>Class</th>
<th>Salary Per Annum $</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>39 799</td>
</tr>
<tr>
<td>2</td>
<td>41 665</td>
</tr>
<tr>
<td>3</td>
<td>43 536</td>
</tr>
<tr>
<td>4</td>
<td>45 402</td>
</tr>
<tr>
<td>5</td>
<td>47 251</td>
</tr>
<tr>
<td>6</td>
<td>49 118</td>
</tr>
<tr>
<td>7</td>
<td>52 259</td>
</tr>
<tr>
<td>8</td>
<td>54 434</td>
</tr>
<tr>
<td>9</td>
<td>56 814</td>
</tr>
<tr>
<td>10</td>
<td>59 388</td>
</tr>
<tr>
<td>11</td>
<td>62 121</td>
</tr>
</tbody>
</table>
5.—Typists, Clerk Typists, Machinists, Data Processing Operators and Others — Automatic Range.

(1) The rates of pay for employees who occupy positions in the automatic range shall be as follows:

Table A3.

<table>
<thead>
<tr>
<th>Age or year of adult service</th>
<th>Salary Per Annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 17 years of age</td>
<td>7 851</td>
</tr>
<tr>
<td>17 years of age</td>
<td>8 989</td>
</tr>
<tr>
<td>18 years of age</td>
<td>10 486</td>
</tr>
<tr>
<td>19 years of age</td>
<td>12 012</td>
</tr>
<tr>
<td>20 years of age</td>
<td>13 581</td>
</tr>
<tr>
<td>21 years of age or first year of adult service</td>
<td>14 994</td>
</tr>
<tr>
<td>22 years of age or second year of adult service</td>
<td>15 588</td>
</tr>
<tr>
<td>23 years of age or third year of adult service</td>
<td>16 179</td>
</tr>
<tr>
<td>24 years of age or fourth year of adult service</td>
<td>16 770</td>
</tr>
</tbody>
</table>

(2) Classes and grades beyond a salary of $16 770 per annum, shall be those set out in Table A4 of this Schedule.

(3) An employee who is over the age of 21 years on appointment may be appointed at a minimum rate of pay based on years of service with another employer in a similar vocation and not on age.

(4) An employee classified on Table A3 who is in receipt of any of the allowances prescribed under Clause 7 of this Schedule and who has completed at least four years' continuous service on the maximum of Table A3 shall be paid an additional allowance of $200 per annum. Payment of this additional allowance shall be subject to the employee's efficiency, diligence and good conduct and such allowance shall cease on promotion to a higher position or shall cease should the employee refuse to accept promotion.

(5) An employee classified on Table A3 who has not passed any of the examinations referred to in Clause 7 shall be paid an allowance of $200 per annum on completion of not less than 20 years of continuous service but subject to the employee's efficiency, diligence and good conduct. Such allowance shall cease on promotion to a higher position or shall cease should the employee refuse to accept promotion.

6.—Typists, Clerk Typists, Machinists, Data Processing Operators and Others — Salary Classes and Grades.

(1) Except where otherwise provided in this Schedule the classes and grades applicable to Typists, Clerk Typists, Machinists and Data Processing Operators shall be as follows:

Table A4.

<table>
<thead>
<tr>
<th>Class</th>
<th>Minimum Salary</th>
<th>Maximum Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>1</td>
<td>17 364</td>
<td>17 364</td>
</tr>
<tr>
<td>2</td>
<td>18 011</td>
<td>18 443</td>
</tr>
<tr>
<td>3</td>
<td>19 249</td>
<td>19 722</td>
</tr>
<tr>
<td>4</td>
<td>20 529</td>
<td>21 072</td>
</tr>
<tr>
<td>5</td>
<td>21 072</td>
<td>22 423</td>
</tr>
<tr>
<td>6</td>
<td>23 764</td>
<td>23 764</td>
</tr>
</tbody>
</table>

(2) In making a classification under this clause, any two classes may be amalgamated.

(3) An employee who has obtained promotion to any of the classes as set out in Table A4 in this Schedule and who has completed not less than 20 years of continuous service, shall be paid an allowance of $200 per annum, subject to the employee's efficiency, diligence and good conduct.

7.—Efficiency Allowances — Tables A3 and A4.

(a) $269 per annum provided that in the case of a Typist or Clerk Typist, the employee passes an efficiency examination approved by the Public Service Board in typing at 50 words per minute.

(b) $373 per annum provided that in the case of a Typist or Clerk Typist, the employee passes an efficiency examination approved by the Public Service Board in typing at 60 words per minute.

(c) $373 per annum provided that in the case of a Typist or Clerk Typist, the employee passes an efficiency examination approved by the Public Service Board in shorthand writing at a speed of 100 words per minute.

(d) $643 per annum provided that in the case of a Typist or Clerk Typist, the employee passes an efficiency examination approved by the Public Service Board in typing at 50 words per minute and in shorthand writing at a speed of 100 words per minute.

(e) $751 per annum provided that in the case of a Typist or Clerk Typist, the employee passes an efficiency examination approved by the Public Service Board in shorthand writing at a speed of 100 words per minute.

(f) $751 per annum provided that in the case of a Machinist, the employee passes an examination approved by the Public Service Board in typing at a speed of 35 words per minute.

(g) $751 per annum provided that in the case of a Typist or Clerk Typist, the employee passes an efficiency examination approved by the Public Service Board in typewriting at a speed of 35 words per minute and in the operation of an accounting and listing machine.

(h) $751 or $518 per annum as determined by the Public Service Board.

8.—Personal Allowances.

An employee appointed to a position classified A4 2/3, A4 3, A4 3/4 and A4 4, shall be paid personal allowances in the following circumstances:

(i) Employees appointed to positions classified A4 2/3 or A4 3:

After five continuous years on the maximum of A4 3 (including continuous service on the maximum of A4 2 prior to 17 June 1977), an allowance to the minimum of A4 4.

(ii) Employees appointed to positions classified A4 3/4 or A4 4:

After five continuous years on the maximum of A4 4 (including continuous service on the maximum of A4 3 prior to 17 June 1977), an allowance to the minimum of A4 5.

Payment of the allowances shall be subject to the employee's efficiency, diligence and good conduct.

9.—Qualifications Allowance.

(1) Diplomates: An adult Clerk who holds:

A diploma of the Technical Education Division of the Education Department; or

the diploma of the Australian Institute of Hospital Administration;

or passes:

five units in a Bachelors Degree course at the University of Western Australia;

or passes:

five units in a Bachelors Degree course at Murdoch University;
of the aforesaid;
and who occupies an office classified at a level listed in Column (a) of Table A5, shall be paid a qualifications allowance at the rate expressed in Column (b) of that Table.

(2) Graduates and Associates: An adult Clerk who holds:

A Bachelors Degree of the University of Western Australia; or
a Bachelors Degree of the Western Australian Institute of Technology; or
a Associateship of the Technical Education Division of the Education Department; or
who holds:—
a qualification or examination which, in the opinion of the Public Service Board, is equivalent to any of the aforesaid;
and who occupies an office classified at a level listed in Column (a) of that Table.

(3) Payment of an allowance under the provisions of this clause shall cease as a result of the employee becoming entitled to a salary for which no qualifications allowance is provided.

(4) The qualifications allowance shall be as follows:

Table A5.

<table>
<thead>
<tr>
<th>Column (a)</th>
<th>Column (b) Annual Allowance</th>
<th>Column (c) Annual Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Diploma</td>
<td>200</td>
<td>300</td>
</tr>
<tr>
<td>Associates</td>
<td>100</td>
<td>200</td>
</tr>
</tbody>
</table>

Table B1:

| Classes 1 to 4 inclusive | $200 | $300 |
| Class 5                  | $100 | $200 |
| Class 6 minimum          | $Nil | $100 |
| Class 6 maximum          | $Nil | $Nil |

10.—Annual Increments.

(1) Subject to good conduct, diligence and efficiency an employee shall proceed from the salary range allocated to the office to which he is appointed.
(2) In the event of a dispute arising in relation to the non-payment of any annual increment, the matter shall be determined by the Board of Reference under Clause 36 of this Award.

Part B.

Salaries — General Division.

1.—Employees — Salaries and Grades.
(1) Table B1.

<table>
<thead>
<tr>
<th>Salary</th>
<th>Per Annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class 1</td>
<td>$</td>
</tr>
<tr>
<td>15 years of age</td>
<td>$6,774</td>
</tr>
<tr>
<td>16 years of age</td>
<td>$7,527</td>
</tr>
<tr>
<td>17 years of age</td>
<td>$9,175</td>
</tr>
<tr>
<td>18 years of age</td>
<td>$10,733</td>
</tr>
</tbody>
</table>

(2) An employee allocated to Table B1 who is over the age of 21 years on appointment may be appointed at a minimum rate of pay based on years of service and not on age.

(3) An employee classified on Table B1 who is married and who is wholly or substantially supporting a spouse and/or dependant relatives on the approval of the employer shall be paid an allowance equivalent to the difference between his rate of pay and the next higher grade in the incremental scale of the salary range allocated to the office to which he is appointed.

(4) An employee retained on the maximum salary prescribed for Classes 1, 2 or 3 by subclause (1) for a period of five years, shall be paid an allowance of $200 per annum subject to the employee’s efficiency, diligence and good conduct and such allowance shall cease on promotion to a higher position or shall cease should the employee refuse to accept promotion.

(5) Classes and grades beyond a salary of $18,968 shall be those set out in Table B2.
Between the United Furniture Trades Industrial Union of Workers, WA, Applicant and Dubrov Pty Ltd trading as Innovation and Others, Respondents.

Interim Order.

HAVING heard Mr T.P. Daly on behalf of the Applicant and Mr S.J. Kenner on behalf of the Respondents, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act 1979, having satisfied itself that the terms of the General Order of the Commission No. 261 of 1986, dated 23 July 1986, have been complied with, and by consent, hereby orders —

That the Soft Furnishings Award No. 23 of 1982 — Special Orders insert the following clause:—

40.—Maternity Leave.

For the purposes of this clause:

(a) A worker shall include a part-time worker but shall not include a worker engaged upon casual or seasonal work.

(b) Maternity leave shall mean unpaid maternity leave.

(2) Period of Leave and Commencement of Leave.

(a) Subject to subclauses (3) and (6) hereof, the period of maternity leave shall be for an unbroken period of from 12 to 52 weeks and shall include a period of six weeks' compulsory leave to be taken immediately before the presumed date of confinement and a period of six weeks' compulsory leave to be taken immediately following confinement.

(b) A worker shall, not less than 10 weeks prior to the presumed date of confinement, give notice in writing to her employer stating the presumed date of confinement.
(c) A worker shall give not less than four weeks’ notice in writing to her employer of the date upon which she proposes to commence maternity leave, stating the period of leave to be taken.

(d) A worker shall not be in breach of this order as a consequence of failure to give the stipulated period of notice in accordance with paragraph (c) hereof if such failure is occasioned by the confinement occurring earlier than the presumed date.

(3) Transfer to a Safe Job: Where in the opinion of a duly qualified medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the worker make it inadvisable for the worker to continue at her present work, the worker shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until commencement of maternity leave.

If the transfer to a safe job is not practicable, the worker may, or the employer may require the worker to, take leave for such period as is certified necessary by a duly qualified medical practitioner. Such leave shall be treated as maternity leave for the purposes of subclauses (7), (8), (9) and (10) hereof.

(4) Variation of Period of Maternity Leave:
(a) Provided the addition does not extend the maternity leave beyond 52 weeks, the period may be lengthened once only, save with the agreement of the employer, by the worker giving not less than 14 days’ notice in writing stating the period by which the leave is to be lengthened.

(b) The period of leave may, with the consent of the employer, be shortened by the worker giving not less than 14 days’ notice in writing stating the period by which the leave is to be shortened.

(5) Cancellation of Maternity Leave.
(a) Maternity leave, applied for but not commenced, shall be cancelled when the pregnancy of a worker terminates other than by the birth of a living child.

(b) Where the pregnancy of a worker then on maternity leave terminates other than by the birth of a living child, it shall be the right of the worker to resume work at the time nominated by the employer which shall not exceed four weeks from the date of notice in writing by the worker to the employer that she desires to resume work.

(6) Special Maternity Leave and Sick Leave.
(a) Where the pregnancy of a worker not then on maternity leave terminates after 28 weeks’ other than by the birth of a living child then —

(i) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work.

(ii) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she shall be entitled and which a duly qualified medical practitioner certifies as necessary before her return to work.

(b) Where a worker not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed 52 weeks.

(c) For the purposes of subclauses (7), (8) and (9) hereof, maternity leave shall include special maternity leave.

(d) A worker returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to the position which she held immediately before proceeding on such leave or, in the case of a worker who was transferred to a safe job pursuant to subclause (3), to the position she held immediately before such transfer.

Where such position no longer exists but there are other positions available, for which the worker is qualified and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and salary or wage to that of her former position.

(7) Maternity Leave and Other Leave Entitlements: Provided the aggregate of leave including leave taken pursuant to subclauses (3) and (6) hereof does not exceed 52 weeks.

(a) A worker may, in lieu of or in conjunction with maternity leave, take any annual leave or long service leave or any part thereof to which she is then entitled.

(b) Paid sick leave of other paid authorised award absences (excluding annual leave or long service leave), shall not be available to a worker during her absence on maternity leave.

(8) Effect of Maternity Leave on Employment: Notwithstanding any award, or other provisions to the contrary, absence on maternity leave shall not break the continuity of service of a worker but shall not be taken into account in calculating the period of service for any purpose of the award.

(9) Termination of Employment.

(a) A worker on maternity leave may terminate her employment at any time during the period of leave by notice given in accordance with this award.

(b) An employer shall not terminate the employment of a worker on the ground of her pregnancy or of her absence on maternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(10) Return to Work After Maternity Leave.

(a) A worker shall confirm her intention of returning to her work by notice in writing to the employer given not less than four weeks prior to the expiration of her period of maternity leave.

(b) A worker, upon the expiration of the notice required by paragraph (a) hereof, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of a worker who was transferred to a safe job pursuant to subclause (3), to the position which she held immediately before such transfer.

Where such position no longer exists but there are other positions available for which the worker is qualified and the duties of which she is capable of performing, she shall be entitled to a
position as nearly comparable in status and salary or wage to that of her former position.

(11) Replacement Workers
(a) A replacement worker is a worker specifically engaged as a result of a worker proceeding on maternity leave.
(b) Before an employer engages a replacement worker under this subclause, the employer shall inform that person of the temporary nature of the employment and of the rights of the worker who is being replaced.
(c) Before an employer engages a person to replace a worker temporarily promoted or transferred in order to replace a worker exercising her rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the worker who is being replaced.
(d) Provided that nothing in this subclause shall be construed as requiring an employer to engage a replacement worker.
(e) A replacement worker shall not be entitled to any of the rights conferred by this clause except where her employment continues beyond the 12 months qualifying period.

STATE RESEARCH STATIONS, AGRICULTURAL SCHOOLS AND COLLEGE WORKERS.
Award No. 23 of 1971.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.
No. 621 of 1986.
Between Hon Minister for Education, Applicant and the Australian Workers’ Union, West Australian Branch, Industrial Union of Workers, Respondent.

Order.
HAVING heard Mr K.F. Richardson on behalf of the applicant and Mr M.C. Hall on behalf of the respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act 1979 hereby orders —

That the State Research Stations, Agricultural Schools and College Workers Award No. 23 of 1971 be varied in accordance with the following Schedule and that such variation shall have effect from the beginning of the first pay period commencing on or after the 13th day of November 1986.

Dated at Perth this 17th day of November 1986.

(Sgd.) W.S. COLEMAN,
[LS.]
Commissioner.

Schedule.
Clause 6.—Annual Leave: Delete subclause (8) of this clause and insert in lieu:

(8) When computing the annual leave due under this clause, no deduction shall be made from such leave in respect of the period an employee is on annual leave, observing a public holiday prescribed by this award, absent through sickness with or without pay except for the portion of an absence that exceeds three months or absent on workers’ compensation except for that portion of an absence that exceeds six months in any one year and in the case of employees of the Education Department time spent during school vacations when no work is available.

Clause 11.—Contract of Service: Delete subclause (5) of this clause and insert in lieu:

(5) During the school vacation periods the Education Department shall be relieved of the obligation to provide work and the employee shall not be entitled to the payment of wages in respect to such period during which no work is performed other than any period during which the employee is on annual leave.

(6) The engagement of casual employee’s shall be by the day.

STOREMEN (Government).
Award No. 20 of 1969.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.
No. 1043 of 1986.
Between Hon Premier of Western Australia and Others, Applicants and the Shop, Distributive and Allied Employees’ Association of Western Australia, Respondent.

Order.
HAVING heard Mr K. Richardson on behalf of the applicant and Mr M. Bishop on behalf of the respondent, and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act 1979 hereby orders —

That the Storemen (Government) Award No. 20 of 1969 be varied in accordance with the following Schedule and that such variation shall have effect from the beginning of the first pay period commencing on or after the 20th day of November 1986.

Dated at Perth this 21st day of November 1986.

(Sgd.) W.S. COLEMAN,
[LS.]
Commissioner.

Schedule.
Clause 20.—Wages: Delete subclause (3) of this clause and insert the following in lieu:

(3) (a) A worker, other than those classified Storeman Operator I or Storeman Operator II, who is required to operate a ride-on power operated tow motor, a ride-on power operated pallet truck or a walk beside power operated high lift stacker in the performance of his duties shall be paid an additional 28 cents per hour whilst so engaged.

(b) A worker, other than those classified Storeman Operator II, who is required to operate a ride-on power operated fork lift, high lift stacker, high lift stock picker or a power operated overhead traversing hoist in the performance of his duties, shall be paid an additional 39 cents per hour whilst so engaged.
TIMBER YARD WORKERS.
Award No. 11 of 1951.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.
No. 930 of 1986.

Between United Timber Yards, Sawmills and Woodworkers Employees’ Union of Western Australia, Applicant and Banning Bros Pty Ltd and Others, Respondents.

Order.
HAVING heard Mr A.J. Avard on behalf of the Applicant and Mr S.J. Kenner on behalf of the Respondents, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act 1979 and by consent, hereby orders —

That the Timber Yard Workers’ Award, Award No. 11 of 1951 be varied in accordance with the following Schedule and that such variation shall have effect as from the beginning of the first pay period commencing on or after the date hereof.

Dated at Perth this 3rd day of November 1986.

[Sgd.] O.K. SALMON,
Commissioner.

Schedule.
Clause 28.—Location Allowance: Delete subclause (1) of this clause and insert in lieu thereof:

(1) Subject to the provisions of this clause, in addition to the wages prescribed in Clause 29.— Wages of this award, a married employee shall be paid the following allowances when employed in the towns described hereunder.

<table>
<thead>
<tr>
<th>Town</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Esperance</td>
<td>7.00</td>
</tr>
<tr>
<td>Kalgoorlie</td>
<td>8.40</td>
</tr>
<tr>
<td>Port Hedland</td>
<td>28.70</td>
</tr>
<tr>
<td>Karratha</td>
<td>33.80</td>
</tr>
</tbody>
</table>

WESTERN AUSTRALIAN SCHOOL OF NURSING (Salaried Officers).
Award No. 37 of 1978.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.
No. 833 of 1986.

Between the Hospital Salaried Officers Association of Western Australia (Union of Workers), Applicant and the Hon Minister for Health, Respondent.

Order.
HAVING heard Mr J.D. Kirwan on behalf of the Applicant and Mr G. Bull on behalf of the Respondents, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act 1979, having satisfied itself that the terms of the General Order of the Commission No. 261 of 1986, dated 23rd day of July 1986, have been complied with, and by consent, hereby orders —

That the Western Australian School of Nursing (Salaried Officers) Award No. 37 of 1978 as amended, be further amended in accordance with the following Schedule with effect from the beginning of the first pay period commencing on or after the 1st day of July 1986.

Dated at Perth this 5th day of November 1986.

(Sgd.) G.L. FIELDING,
Commissioner.

Schedule.
1. Clause 8.—Salaries: Delete this clause and insert in lieu thereof:

8.—Salaries.

(1) Subject to the offices as classified and graded in Schedules C and D attached to this award, the minimum rates of salaries to be paid to the workers covered by this award shall be those set out in Schedules A and B respectively attached to this award. Nothing contained in this award shall be construed so as to preclude the payment by way of an allowance an amount in addition to that prescribed for the classification of an office set out in Schedules C and D.

(2) An employer on whom this award is binding shall not increase the rate of wage payable to an employee on 24 December 1983, or otherwise vary the conditions of employment applicable to an employee on that date so as to increase that employer’s labour costs except to the extent that any such increase has been authorised by the Commission, after that date.

2. Schedule A — Salaries — Clerical and Administrative Division: Delete this Schedule and insert in lieu thereof:

Schedule A.
Salaries — Clerical and Administrative Division.
1.—Clerical Workers — Automatic Range.
(1) The rates of pay for Clerical automatic range employees shall be as follows:

Table A1.
<table>
<thead>
<tr>
<th>Level 1</th>
<th>Level 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salary</td>
<td>Salary</td>
</tr>
<tr>
<td>Per Annum</td>
<td>Per Annum</td>
</tr>
<tr>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>Under 17 years of age</td>
<td>6 822</td>
</tr>
<tr>
<td>17 years of age</td>
<td>7 567</td>
</tr>
<tr>
<td>18 years of age</td>
<td>8 365</td>
</tr>
<tr>
<td>19 years of age</td>
<td>9 759</td>
</tr>
<tr>
<td>20 years of age</td>
<td>11 305</td>
</tr>
<tr>
<td>21 years of age</td>
<td>12 695</td>
</tr>
</tbody>
</table>

Adult Rates:
1st year | 13 940 | 14 438 |
2nd year | 14 438 | 14 947 |
3rd year | 14 947 | 15 588 |
4th year | 15 441 | 16 179 |

Level 3 Level 4 Level 5
| Salary | Salary |
| Per Annum | Per Annum |
| $       | $       |
| Under 17 years of age | 7 851 | 8 089 | 9 069 |
| 17 years of age | 8 989 | 9 454 | 10 597 |
| 18 years of age | 10 486 | 11 026 | 12 361 |
| 19 years of age | 12 012 | 12 763 | 14 234 |
| 20 years of age | 13 581 | 14 332 | 15 896 |

Adult Rates:
1st year | 14 994 | 15 744 | 17 521 |
2nd year | 15 588 | 16 339 | 18 114 |
3rd year | 16 179 | 16 931 | 18 707 |
4th year | 16 770 | 17 521 | 19 389 |
2. Clerical Workers — Salary Classes and Grades.

(1) Except where otherwise provided in this Schedule, the classes and grades applicable to employees in the Clerical Division shall be as follows:

<table>
<thead>
<tr>
<th>Class</th>
<th>Minimum Salary</th>
<th>Intermediate Salary</th>
<th>Maximum Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>19,861</td>
<td>—</td>
<td>20,558</td>
</tr>
<tr>
<td>2</td>
<td>21,241</td>
<td>—</td>
<td>21,924</td>
</tr>
<tr>
<td>3</td>
<td>22,670</td>
<td>—</td>
<td>23,427</td>
</tr>
<tr>
<td>4</td>
<td>24,215</td>
<td>—</td>
<td>25,022</td>
</tr>
<tr>
<td>5</td>
<td>25,825</td>
<td>—</td>
<td>26,632</td>
</tr>
<tr>
<td>6</td>
<td>27,480</td>
<td>—</td>
<td>28,342</td>
</tr>
<tr>
<td>7</td>
<td>29,192</td>
<td>30,058</td>
<td>30,908</td>
</tr>
<tr>
<td>8</td>
<td>31,772</td>
<td>—</td>
<td>32,622</td>
</tr>
<tr>
<td>9</td>
<td>33,534</td>
<td>—</td>
<td>34,443</td>
</tr>
<tr>
<td>10</td>
<td>35,412</td>
<td>—</td>
<td>36,433</td>
</tr>
<tr>
<td>11</td>
<td>37,360</td>
<td>—</td>
<td>38,329</td>
</tr>
</tbody>
</table>

(2) In making a classification under this clause, any two classes may be amalgamated.

(3) A Clerical employee classified in a Class 1 position shall be paid an allowance to bring the employee's salary to the minimum of Class 2 after completion of a further 12 months' service.

Provided that and subject to:

(a) The employee's efficiency, diligence and good conduct and as to the ability of the employee to perform higher duties.

(b) On the promotion of an employee to a higher position any allowance received by that employee under this subclause shall be reduced to the minimum of Class 2, and shall cease should the employee refuse to accept promotion.

(c) An allowance under this subclause shall cease should the employee refuse to accept promotion.

(d) An employee shall not be eligible to receive an allowance under this subclause unless the employee has completed not less than nine years' continuous service in the Clerical Division as an adult salaried employee.

3. Administrative Employees — Salary Classes.

(1) The rate of pay for employees in the Administrative Division shall be as follows:

<table>
<thead>
<tr>
<th>Class</th>
<th>Salary Per Annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>39,799</td>
</tr>
<tr>
<td>2</td>
<td>41,665</td>
</tr>
<tr>
<td>3</td>
<td>43,536</td>
</tr>
<tr>
<td>4</td>
<td>45,402</td>
</tr>
<tr>
<td>5</td>
<td>47,251</td>
</tr>
<tr>
<td>6</td>
<td>49,118</td>
</tr>
<tr>
<td>7</td>
<td>52,959</td>
</tr>
<tr>
<td>8</td>
<td>54,834</td>
</tr>
<tr>
<td>9</td>
<td>56,714</td>
</tr>
<tr>
<td>10</td>
<td>58,598</td>
</tr>
<tr>
<td>11</td>
<td>60,472</td>
</tr>
</tbody>
</table>

4. Typists, Clerk Typists, Machinists, Data Processing Operators and Others — Automatic Range.

(1) The rates of pay for employees who occupy positions in the automatic range shall be as follows:

<table>
<thead>
<tr>
<th>Age or year of adult service</th>
<th>Salary Per Annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 17 years of age</td>
<td>7,851</td>
</tr>
<tr>
<td>17 years of age</td>
<td>8,289</td>
</tr>
<tr>
<td>18 years of age</td>
<td>8,720</td>
</tr>
<tr>
<td>19 years of age</td>
<td>9,151</td>
</tr>
<tr>
<td>20 years of age</td>
<td>9,582</td>
</tr>
<tr>
<td>21 years of age or first year of adult service</td>
<td>10,013</td>
</tr>
<tr>
<td>22 years of age or second year of adult service</td>
<td>10,444</td>
</tr>
<tr>
<td>23 years of age or third year of adult service</td>
<td>10,875</td>
</tr>
<tr>
<td>24 years of age or fourth year of adult service</td>
<td>11,306</td>
</tr>
</tbody>
</table>

(2) Classes and grades beyond a salary of $16,770 per annum shall be those set out in Table A4 of this Schedule.

(3) An employee who is over the age of 21 years on appointment may be appointed at a minimum rate of pay based on years of service with another employer in a similar vocation and not on age.

(4) An employee classified on Table A3 who has not passed any of the examinations referred to in Clause 6 of this Schedule shall be paid an additional allowance of $200 per annum. Payment of this additional allowance shall cease on promotion to a higher position or shall cease should the employee refuse to accept promotion.

(5) An employee classified on Table A3 who has not passed any of the examinations referred to in Clause 6 of this Schedule shall be paid an additional allowance of $200 per annum on completion of not less than 20 years of continuous service but subject to the employee's efficiency, diligence and good conduct. Such allowance shall cease on promotion to a higher position or shall cease should the employee refuse to accept promotion.

5. Typists, Clerk Typists, Machinists, Data Processing Operators and Others — Salary Classes and Grades.

(1) Except where otherwise provided in this Schedule the classes and grades applicable to
Typists, Clerk Typists, Machinists and Data Processing Operators shall be as follows:—

### Table A4

<table>
<thead>
<tr>
<th>Class</th>
<th>Minimum</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>—</td>
<td>17 364</td>
</tr>
<tr>
<td>2</td>
<td>18 011</td>
<td>18 443</td>
</tr>
<tr>
<td>3</td>
<td>19 249</td>
<td>19 722</td>
</tr>
<tr>
<td>4</td>
<td>20 529</td>
<td>21 072</td>
</tr>
<tr>
<td>5</td>
<td>21 758</td>
<td>22 423</td>
</tr>
<tr>
<td>6</td>
<td>23 127</td>
<td>23 764</td>
</tr>
</tbody>
</table>

(2) In making a classification under this clause, any two classes may be amalgamated.

(3) An employee who has obtained promotion to any of the classes as set out in Table A4 in this Schedule and who has completed not less than 20 years of continuous service, shall be paid an allowance of $200 per annum, subject to the employee's efficiency, diligence and good conduct.

#### 6.—Efficiency Allowances — Tables A3 and A4.

(1) An employee appointed to a position classified on Table A3 or Table A4 shall be paid an allowance of:

- (a) $269 per annum provided that in the case of a Typist or Clerk Typist, the employee passes an efficiency examination approved by the Public Service Board in typing at 50 words per minute.
- (b) $373 per annum provided that in the case of a Typist or Clerk Typist, the employee passes an efficiency examination approved by the Public Service Board in typing at 60 words per minute.
- (c) $373 per annum provided that in the case of a Typist or Clerk Typist, the employee passes an efficiency examination approved by the Public Service Board in shorthand writing at a speed of 100 words per minute.
- (d) $643 per annum provided that in the case of a Typist or Clerk Typist, the employee passes an efficiency examination approved by the Public Service Board in typing at 50 words per minute and in shorthand writing at a speed of 100 words per minute.
- (e) $751 per annum provided that in the case of a Typist or Clerk Typist, the employee passes an efficiency examination approved by the Public Service Board in shorthand writing at a speed of 100 words per minute and typing at 60 words per minute.
- (f) $751 per annum provided that in the case of a Machinist, the employee passes an examination approved by the Public Service Board in typewriting at a speed of 35 words per minute and in the operation of an accounting and listing machine.
- (g) $751 per annum provided that in the case of Data Processing Operators, the employee passes an examination approved by the Public Service Board.
- (h) $373 or $518 per annum as determined by the Public Service Board, in the case of other categories which do not fit into the above classifications and subject to the employee passing an examination approved by the Public Service Board.

(i) The allowances prescribed by this clause shall not be cumulative so as to permit an employee to receive more than one allowance at the same time.

(j) Continued payment of any allowance prescribed by this clause shall be subject to the employee's efficiency, diligence and good conduct.

(2) A Medical Typist or Medical Secretary shall be paid a medical terminology allowance of $373 per annum.

For the purposes of this subclause, "Medical Typist" and "Medical Secretary" shall mean those employees classified on Table A3 or Table A4 who spend at least 50 per cent of their time typing from tapes, shorthand and/or Doctor's notes of case histories, summaries, reports or similar material involving a broad range of medical terminology.

#### 7.—Personal Allowances.

An employee appointed to a position classified A4.2/3, A4.3, A4.3/4 and A4.4, shall be paid personal allowances in the following circumstances:

- (a) Employees appointed to positions classified A4.2.3 or A4.3:—
  - After five continuous years on the maximum of A4.3 (including continuous service on the maximum of A4.2 prior to 17 June 1977), an allowance to the minimum of A4.4.
- (b) Employees appointed to positions classified A4.3.4 or A4.4:—
  - After five continuous years on the maximum of A4.4 (including continuous service on the maximum of A4.3 prior to 17 June 1977), an allowance to the minimum of A4.5.

Payment of the allowances shall be subject to the employee's efficiency, diligence and good conduct.

#### 8.—Qualifications Allowance.

(1) Diplomates: An adult Clerk who holds:—

- A Diploma of the Technical Education Division of the Education Department; or
- the Diploma of the Australian Institute of Hospital Administration; or
- passes:—
  - five units in a Bachelors Degree course at the University of Western Australia; or
  - five units in a Bachelor Degree course at Murdoch University; or
  - the first four years of the part-time syllabus of an Associateship or Bachelors Degrees course at the Western Australian Institute of Technology; or
  - a qualification or examination which, in the opinion of the Public Service Board, is equivalent to any of the aforesaid;

and who occupies an office classified at a level listed in Column (a) of Table A5, shall be paid a qualifications allowance at the rate expressed in Column (b) of that Table.

(2) Graduates and Associates: An adult Clerk who holds:—

- a Bachelors Degree of the University of Western Australia; or
- a Bachelors Degree of the Western Australian Institute of Technology; or
- a Bachelors Degree of the Murdoch University; or
- an Associateship of the Technical Education Division of the Education Department; or
- passes an Associateship of the Western Australian Institute of Technology; or
- a qualification or examination which, in the opinion of the Public Service Board, is equivalent to any of the aforesaid;

and who occupies an office classified at a level listed in Column (a) of Table A5, shall be paid a qualifications allowance at the rate expressed in Column (c) of that Table.
(3) Payment of an allowance under the provisions of this clause shall cease as a result of the employee becoming entitled to a salary for which no qualifications allowance is provided.

(4) The qualifications allowance shall be as follows:

Table A5.

<table>
<thead>
<tr>
<th>Column (a)</th>
<th>Column (b)</th>
<th>Column (c)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Table A5.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Diplomates</th>
<th>Graduates and Associates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual</td>
<td>Annual</td>
</tr>
<tr>
<td>200</td>
<td>300</td>
</tr>
<tr>
<td>100</td>
<td>200</td>
</tr>
<tr>
<td>Nil</td>
<td>100</td>
</tr>
<tr>
<td>Nil</td>
<td>Nil</td>
</tr>
</tbody>
</table>

Table A2:

<table>
<thead>
<tr>
<th>Classes</th>
<th>Salary Per Annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 to 4 inclusive</td>
<td>200</td>
</tr>
<tr>
<td>Class 5</td>
<td>100</td>
</tr>
<tr>
<td>Class 6 minimum</td>
<td>Nil</td>
</tr>
<tr>
<td>and above</td>
<td>Nil</td>
</tr>
</tbody>
</table>

9.—Annual Increments and Payment of Allowances.

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

(2) In the event of a dispute arising in relation to the non-payment of any annual increment or any allowance, or in relation to the application of subclause (3) of Clause 1 of this Schedule, the matter shall be determined by the Board of Reference under Clause 34 of this Award.

3. Schedule B — Salaries — Professional Division:

Delete this Schedule and insert in lieu thereof:

Schedule B.

1.—Employees.

The rate of pay for employees in the Professional Division shall be as follows:

Table B1.

<table>
<thead>
<tr>
<th>Library Assistant</th>
<th>Salary Per Annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 1 1st year</td>
<td>14 994</td>
</tr>
<tr>
<td>2nd year</td>
<td>15 588</td>
</tr>
<tr>
<td>3rd year</td>
<td>16 179</td>
</tr>
<tr>
<td>4th year</td>
<td>16 339</td>
</tr>
<tr>
<td>5th year</td>
<td>16 931</td>
</tr>
<tr>
<td>6th year</td>
<td>17 521</td>
</tr>
<tr>
<td>7th year</td>
<td>19 389</td>
</tr>
<tr>
<td>8th year</td>
<td>19 861</td>
</tr>
<tr>
<td>9th year</td>
<td>20 558</td>
</tr>
<tr>
<td>10th year</td>
<td>21 241</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Librarian</th>
<th>Salary Per Annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 2 1st year</td>
<td>21 924</td>
</tr>
<tr>
<td>2nd year</td>
<td>22 670</td>
</tr>
<tr>
<td>3rd year</td>
<td>23 427</td>
</tr>
<tr>
<td>4th year</td>
<td>24 215</td>
</tr>
<tr>
<td>5th year</td>
<td>25 825</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Librarian</th>
<th>Salary Per Annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 3 1st year</td>
<td>27 480</td>
</tr>
<tr>
<td>2nd year</td>
<td>28 342</td>
</tr>
<tr>
<td>3rd year</td>
<td>30 058</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Librarian</th>
<th>Salary Per Annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 4 1st year</td>
<td>30 908</td>
</tr>
<tr>
<td>2nd year</td>
<td>31 772</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Librarian</th>
<th>Salary Per Annum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 5 1st year</td>
<td>32 622</td>
</tr>
<tr>
<td>2nd year</td>
<td>33 534</td>
</tr>
<tr>
<td>3rd year</td>
<td>34 443</td>
</tr>
<tr>
<td>4th year</td>
<td>35 412</td>
</tr>
</tbody>
</table>

WHARVES AND SHIPS' WATCHMEN.

Award No. 4 of 1982.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

No. 721 of 1986.

Between Maritime Workers Union of Western Australia, Union of Workers, Applicant and Fremantle Port Authority and Others, Respondents.

Order.

HAVING heard Mr W.T. Wood on behalf of the applicant, Mr R.J. Leggerini on behalf of the Fremantle Port Authority, Mr A.S. Caccamo on behalf of the Honourable Minister for Transport and Mr T.K. Fox on behalf of the Association of Employers of Waterside Labour (Western Australian Area Office) and by consent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act 1979 hereby orders:

That the "Wharves and Ships' Watchmen's" Award No. 4 of 1982 as varied be further varied and consolidated in accordance with the following schedule and that such variation shall have effect on and from the 7th day of November 1986 except where otherwise specified.

Dated at Perth this 7th day of November 1986.

(Sgd.) G.J. MARTIN, Commissioner.

Schedule.

1.—Title.

This Award shall be known as the "Wharves and Ships' Watchmen's Consolidated Award" and replaces Award No. 7 of 1970 as varied, consolidated and varied.

2.—Arrangement.

1. Title.
2. Arrangement.
4. Area.
5. Term.
6. Definitions.
7. Rates of Pay.
8. Hours of Duty.
10. Overtime.
11. Saturday, Sunday and Holiday Work.
15. Payment of Wages.
17. Travelling and Transport.
19. Annual Leave.
20. Sick Leave.
3.—Scope.
This Award shall apply to casual employees employed by the Respondents as “Watchmen” or “Gatekeepers”.

4.—Area.
This Award shall operate within the Ports of Bunbury, Esperance, Geraldton, Perth and Fremantle and in or about the container terminal contiguous to the Port of Fremantle.

5.—Term.
The term of this Award shall be for a period of two years from 11.00 p.m. on the 27th day of June 1982 (this variation is to endure until the 2nd day of May 1985).

6.—Definitions.
(1) “Watchman” shall mean a person, other than a member of a ship’s crew, employed to watch wharf premises, property or cargo on or about wharf premises, wharves, jetties, docks, slipways, vessels, punts, lighters or places of a like nature, or a person employed on fire prevention duty, provided that the Fremantle Port Authority reserves the right to use members of its own employees on fire prevention duties on board vessels where the Authority deems it necessary.
(2) “Union” means the Maritime Workers’ Union of Western Australia, Union of Workers.
(3) “AEWL” means the Association of Employers of Waterside Labour (Western Australia Area Office).
(4) “Ordinary hourly rate” means the hourly rate of wage prescribed in Clause 7.—Rates of Pay of this Award.
(5) “Employer” means an Employer respondent to this Award.
(6) “Labour Officer” means the Officer appointed by AEWL and includes any Officer acting for or deputed to carry out any duty on behalf of the Labour Officer.
(7) “Engagement Centre” means the building situated at Slip Street, Fremantle or any such other place as may be agreed.
(8) “Pay Week” means the period between 11.00 p.m. Sunday and 11.00 p.m. on the following Sunday.

7.—Rates of Pay.
(1) Subject to the provisions of subclause (2) of this clause the minimum hourly rate of wage to be paid to employees covered by this award shall be as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate per hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hold watchman employed in conjunction with the loading or unloading of cargo</td>
<td>11.28</td>
</tr>
<tr>
<td>Other watchman or gatekeeper</td>
<td>10.90</td>
</tr>
</tbody>
</table>

(2) The minimum hourly rate of wage to be paid to employees covered by this award employed other than in the Port of Fremantle shall be as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate per hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hold watchman employed in conjunction with the loading or unloading of cargo</td>
<td>11.33</td>
</tr>
<tr>
<td>Other watchman or gatekeeper</td>
<td>11.15</td>
</tr>
</tbody>
</table>

(3) If during the currency of this award the general cargo rate payable per hour to a casual waterside worker is altered then the rates of pay set out in subclauses (1) and (2) of this clause shall be increased or decreased by that amount.

(4) Rates shall be brought to no more than two decimal points and where a final figure contains a decimal figure of 0.5 cents or more, the amount to be paid shall be the next whole cent. Where the amount to be paid contains a figure of less than 0.5 of a cent such figure will be disregarded.

(5) The rates of wages prescribed in subclauses (1) and (2) of this clause shall have effect as from the beginning of the first pay period commencing on or after the 1st day of July 1986.

8.—Hours of Duty.
(1) Hold watchmen: When employed in conjunction with the loading or unloading of cargo, the same hours as waterside workers working such cargo.
(2) All other watchmen: The ordinary hours of work for watchmen on the “A” Register in the Port of Fremantle shall be seven hours per day to be worked on any day of the week Monday to Sunday inclusive. The ordinary hours of duty for watchmen other than those on the “A” Register in the Port of Fremantle, shall be eight hours per day to be worked on any day of the week Monday to Sunday inclusive.

(a) Where work is continued throughout a period of 24 hours and sufficient competent labour is available, shifts to be worked from:

<table>
<thead>
<tr>
<th>Description</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Day shift</td>
<td>7.00 a.m. to 3.00 p.m.</td>
</tr>
<tr>
<td>Evening shift</td>
<td>3.00 p.m. to 11.00 p.m.</td>
</tr>
<tr>
<td>Night shift</td>
<td>11.00 p.m. to 7.00 a.m.</td>
</tr>
</tbody>
</table>

(b) For work commencing at 4.00 p.m., subject to sufficient competent labour being available, shifts to be worked from 4.00 p.m. to 11.00 p.m. with a relief from 11.00 p.m. to 7.00 a.m.

(c) The following hours of duty shall apply to a watchman if required to be employed on ships at Kwinana:

<table>
<thead>
<tr>
<th>Description</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Day shift</td>
<td>7.00 a.m. or 8.00 a.m. to 4.00 p.m.</td>
</tr>
<tr>
<td>Evening shift</td>
<td>4.00 p.m. to 11.00 p.m.</td>
</tr>
<tr>
<td>Night shift</td>
<td>11.00 p.m. to 7.00 a.m. or 8.00 a.m.</td>
</tr>
</tbody>
</table>

9.—Shift Work.
(1) Hold watchmen shall be paid at the appropriate rate payable to a waterside worker for the time worked on the evening or night shift on each day Monday to Friday inclusive.
(2) Except as provided in Clauses 10.—Overtime and 12.—Watchmen Working Additional Shifts of this Award, all time worked by watchmen, other than hold watchmen, between the time of commencement of night shift on Sunday and the corresponding time on the following Friday shall be paid for as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Day shift</td>
<td>1½ times the ordinary hourly rate</td>
</tr>
<tr>
<td>Night shift</td>
<td>Double the ordinary hourly rate</td>
</tr>
</tbody>
</table>

(3) a) Where required, eight hour shifts shall be worked and payment shall be made for eight hours worked at the appropriate shift rate, except the eighth hour worked on a day shift only between the commencement of night shift on Sunday and the corresponding time on the following Friday, shall be paid at double the ordinary hourly rate.

(b) Time off shall accrue on the basis of one hour for each eight hour shift worked on any day Monday/Friday inclusive and when 35 such hours have accrued, the employee shall be temporarily removed from the roster for five consecutive days excluding Saturdays and Sundays. Provided that the eighth hour worked on a second consecutive shift as prescribed in Clause 12.—Watchmen Working Additional Shifts of this Award shall not be taken into account for the purposes of this subclause.
(c) The provisions governing the taking and payment for days off, accrued in accordance with this clause shall be as prescribed in Appendix "A" — Port of Fremantle Schedule of this Award.

(d) Subclause (3) of this clause shall only apply to watchmen employed on the "A" Register in the Port of Fremantle provided that "B" Register watchmen allocated to day shift work shall be paid the eighth hour worked at double the ordinary hourly rate.

10.—Overtime.

Overtime shall be paid as follows:

(1) Hold watchmen — at the appropriate rate payable to a waterside worker for the period of employment.

(2) All other watchmen: All time worked in excess of eight hours in any one shift Monday to Friday shall be paid for at double the ordinary hourly rate.

Except that the eighth hour worked on day shift only Monday to Friday shall be paid in accordance with paragraphs (a) and (d) of subclause (3) of Clause 9.—Shift Work of this award.

11.—Saturday, Sunday and Holiday Work.

(1) Hold Watchmen: Shall be paid the appropriate rate payable to a waterside worker for time worked on a Saturday or Sunday or a holiday specified in subclause (2) of Clause 18.—Holidays of this Award.

(2) Watchmen Other Than Hold Watchmen: Saturday Work: Except as provided in Clause 12.—Watchmen Working Additional Shifts of this Award the rate of pay for work performed between 11.00 p.m. Friday and 11.00 p.m. Saturday shall be double the ordinary hourly rate.

(3) Sunday and Holiday Work: Except as provided in Clause 12.—Watchmen Working Additional Shift of this Award, the rate of pay for all work performed between 11.00 p.m. Saturday and 11.00 p.m. Sunday and for all work performed on a holiday, referred to in paragraph (a) of subclause (2) of Clause 18.—Holidays of this Award shall be 2½ times the ordinary hourly rate, except where work is performed on the night shift only on the following Closed Port Holidays, i.e. Christmas Day, Good Friday, Anzac Day, Labour Day and Picnic Day, the rate of pay shall be at treble the ordinary hourly rate.

12.—Watchmen Working Additional Shifts.

(1) In circumstances where because no suitable relief labour is available a watchman is required to work two consecutive shifts he shall be paid, in addition to the shift rate for the additional shift so worked, ordinary time Monday to Friday and, on Saturdays, Sundays and holidays half ordinary time.

(2) A second consecutive shift shall be worked following the working of a designated shift in accordance with subclause (2) of Clause 8.—Hours of Duty of this award.

(3) Payment for a second consecutive shift shall be made in accordance with Clause 13.—Minimum Period of Employment of this award.

13.—Minimum Period of Employment.

In respect of each continuous period of work during his engagement a watchman shall be entitled to a minimum payment at the rate appropriate to the period of work for seven hours.

Provided that the minimum payment to a hold watchman employed on a Saturday day shift in conjunction with the loading or unloading of cargo shall be as for four hours, being the normal duration of such shift, at the appropriate shift rate.

14.—Attendance Money.

(1) A watchman on the "A" Register who makes himself available at the Engagement Centre between the hours of 7.15 a.m. and 8.15 a.m. on any day Monday to Friday inclusive (holidays excepted) and who fails to gain employment on day shift on that day shall be paid by AEWL attendance money of $14.35.

(2) A watchman on the "B" Register who makes himself available at the Engagement Centre on any day at the request of the Labour Officer and who fails to gain employment on that day shall be paid attendance money of $14.35.

(3) Except as provided in this clause the conditions applicable to the payment of attendance money to watchmen shall be as prescribed in Appendix "A" — Port of Fremantle Schedule of this award.

(4) If during the currency of this Award the attendance money payable to a waterside worker is altered then the amount of attendance money prescribed in subclauses (1) and (2) of this clause shall be increased or decreased by that amount.

(5) This clause shall apply only to watchmen employed in the Port of Fremantle.

(6) The rates prescribed in subclauses (1) and (2) of this clause shall have effect as from the beginning of the first pay period commencing on or after the 1st day of July 1986.

15.—Payment of Wages.

Subject to any agreement which may be made between the Union and any individual employer, all wages shall be made up to 11.00 p.m. on Sunday of each week, and shall be available for collection on Thursdays at the time prescribed by the Consolidated Pay section of AEWL.

16.—Meal Money.

(1) $6.75 meal money shall be paid to hold watchmen for the midday and subsequent meal hour when called upon to work the shift of which notice is given.

(2) Other watchmen required to work overtime in excess of two hours, unless the necessary meals are provided by the employer, shall not less than three hours before the commencement of work on the day upon which overtime is to be worked be given notice of the employer's intention to work overtime. If such notice is not given or is the overtime of which notice has been given is not worked each employee concerned shall be paid $6.75 for each meal occurring in such overtime.

(3) If during the currency of this Award the meal money payable to a waterside worker is altered then the amount of meal money set out in subclauses (1) and (2) of this clause shall be increased or decreased by that amount.

17.—Travelling and Transport.

(1) Watchmen employed on night shift and being discharged prior to the ordinary finishing time of the shift shall be provided with transport in accordance with the conditions then prevailing for such transport in such hours for waterside workers.

(2) When employed at North Wharf, Fremantle, watchmen shall be provided with free transport from or to the Railway Station, Fremantle.

(3) (a) 30 minutes prior to the commencing time of each shift watchmen to be employed on ships at Kwinana, shall report for duty as required by the employer for conveyance to Kwinana.

(b) Watchmen travelling to and from Kwinana shall be allowed 30 minutes travelling time each way and that time shall be paid for at the rate appropriate to the shift.

18.—Holidays.

(1) Each watchman on the "A" Register who is not required to work on any of the holidays in subclause (2) of this clause shall be paid by AEWL one day's pay of seven hours' pay at the ordinary time rate of pay for day shift for an "other watchman" as prescribed in subclause (1) of Clause 7.—Rates of Pay of this Award.

(b) When any of the days mentioned in paragraph (a) of this subclause falls on a Saturday or a Sunday the holiday shall be observed on the next succeeding Monday and when Boxing Day falls on a Saturday or a Monday the holiday shall be observed on the next succeeding Tuesday. In each case the substituted day shall be deemed a holiday without deduction of pay in lieu of the days for which it is substituted.

(3) Except as provided in this clause the conditions applicable to payment for holidays shall be as prescribed in Appendix “A” — Port of Fremantle Schedule of this award.

(4) This clause shall apply only to watchmen employed in the Port of Fremantle.

19.—Annual Leave.

(1) (a) Each casual watchman on the “A” Register shall be entitled to proceed on five weeks’ annual leave in any one year after 1 July 1986.

(b) The fifth week’s annual leave shall be in lieu of, and in full satisfaction of, the five days leave previously provided for in the replaced Clause 18.—Irregularly Allocated Employees Who Work Both Saturday and Sunday, of the award in respect of their availability for weekend work and in recognition of the fact that employees to whom this clause applies are available for work on any shift for the full seven days of a working week and may be required to work both the Saturday and Sunday of a week from time to time.

(2) Subject to the following provisions of this clause each watchman on the “A” Register shall be entitled to a loading 1/9.4 of the ordinary time rate of pay for day shift for an “other watchman” as prescribed in subclause (1) of Clause 7 of this Award for each hour actually paid, plus 27.5 per cent since the beginning of the first pay period commencing on or after the 1st day of January 1982.

(3) Where the employer and the Union agree, the amount prescribed in subclause (1) of this clause, or such other higher amount as may be determined by the Union, shall be withheld and paid by the employer to a fund established for the purpose of making an annual payment of the total withheld pursuant to this provision, to the watchmen concerned at the time he takes his annual leave.

(4) The provisions governing the taking of annual leave shall be as prescribed in Appendix “A” — Port of Fremantle Schedule of this Award.

(5) This clause shall apply only to watchmen employed in the Port of Fremantle.

(6) The variation effected to this clause by this Order shall have effect from the 1st day of July 1986.

20.—Sick Leave.

(1) Subject to the following provisions of this clause any “A” Register watchman who has accrued sick leave and who is unable to offer for or accept or commence or complete an engagement on account of personal illness or injury shall be entitled in respect of each such day to be paid by AEWL seven hours’ pay at the ordinary time rate of pay for day shift for an “other watchman” as prescribed in subclause (1) of Clause 7.—Rates of Pay of this Award. Provided that this shall not apply —

(a) to any absence for a duration of less than one shift;

(b) to any day on which a watchman is entitled to Workers’ Compensation;

(c) to any day on which a watchman is entitled to payment for a holiday; or

(d) to any watchman who does not regularly offer for work during the year.

(2) (a) A watchman on the “A” Register shall be entitled to the payment prescribed in subclause (1) of this clause —

(i) for every 37 days of qualifying service since the beginning of the first pay period commencing on or after the 21st day of April 1977 provided that such entitlement shall not exceed seven days in any one year, and

(ii) for every 33 days of qualifying service since the beginning of the first pay period commencing on or after the 22nd day of February 1980 provided that such entitlement shall not exceed eight days in any one year.

(b) Notwithstanding the provisions of paragraph (a) of subclause (2) of this clause a watchman on the “A” Register shall be entitled to payment for non attendance on the grounds of personal illness or injury of seven hours pay at the ordinary time rate of pay for a “watchman other” on day shift, for every 26 days of qualifying service since the beginning of the first pay period commencing on or after the 1st day of July 1980. Provided that such entitlement shall not exceed 10 days in any one year.

(c) The unused portion of the entitlement prescribed in paragraphs (a) and (b) of this subclause in any accruing year shall be allowed to accumulate and may be availed of in the next or any succeeding year.

(3) Except as provided for herein the conditions applicable to the payment of sick leave to watchmen shall be as prescribed in Appendix “A” — Port of Fremantle Schedule of this Award.

(4) Where an employee retires due to age or ill health or dies after 10 years’ continuous service as an “A” Register watchman, he shall be paid by AEWL (or in the case of death his legal personal representative shall be paid) at the rate prescribed in this clause for any balance of accumulated sick leave entitlement of which the employee has not availed himself.

(5) For the purpose of subclause (4) of this clause sick leave shall commence to accrue from the beginning of the first pay period commencing on or after the 21st day of April 1977.

(6) This clause shall apply only to a registered watchman employed in the Port of Fremantle.

21.—Long Service Leave.

(1) Each watchman employed on the “A” Register in the Port of Fremantle shall in respect of continuous service within the industry covered by this Award since 20 August 1976 in that Port be entitled to leave with pay in respect of long service.

(2) The conditions applicable to the leave with pay in respect of long service shall be as prescribed in Appendix “A” — Port of Fremantle Schedule of this Award.

(3) The variation to this clause effected by this Order shall have effect from the 1st day of January 1986.

22.—Compassionate Leave.

(1) (a) A watchman shall on the death within Australia of a wife, father, mother, brother, sister, child, stepchild or de facto spouse, be entitled to leave up to and including the day of the funeral of such relation and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in two ordinary working days. Proof of such death shall be furnished by the employee to the satisfaction of his employer.

(b) Provided that payment in respect of compassionate leave is to be made only where the employee otherwise would have been on duty and shall not be granted where the employee concerned would have been off duty in accordance with his roster or on long service leave, annual leave, sick leave, workers’ compensation leave, without pay or on a public holiday.
(2) Except as provided for herein, the conditions applicable to the payment of compassionate leave to watchmen shall be as prescribed in Appendix "A" — Port of Fremantle Schedule of this Award.

(3) Compassionate leave to which a watchman is entitled under the provisions of this clause shall be paid for by AEWL.

(4) This clause shall apply only to watchmen on the "A" Register employed in the Port of Fremantle.

23.—Telephone Allowance.

(1) Each watchman on the "A" Register in the Port of Fremantle who has a telephone installed at his residence and is responsible for the cost of maintaining such service shall be paid by AEWL a telephone allowance of $4.20 per week.

(2) The telephone allowance provided in this clause shall not be payable in respect of a pay week when a watchman is absent from work for a complete pay week for any reason.

(3) Except where varied by agreement between the parties, existing practices, customs and arrangements in relation to the use of the telephone for obtaining advice of engagement, allocation, transfer etc shall continue.

24.—Laundry Allowance.

(1) AEWL shall pay to each "A" Register watchman an amount of $4.50 per week for each set of protective clothing issued to the employee up to a maximum of two sets of such clothing as a laundry allowance in lieu of the laundering of such clothing.

Provided that the foregoing amount shall only be paid in respect to each week or part thereof in which the employee performs work in the industry.

(2) This clause shall apply only to watchmen employed in the Port of Fremantle.

(3) The allowance prescribed in subclause (1) of this clause shall have effect from the 6th day of May 1986.

25.—Engagement of Labour.

(1) Except as provided for in subclause (2) of this clause all labour shall be engaged at the recognised pick-up place between the hours of 7.15 a.m. to 9.00 a.m. each day except on Saturdays, Sundays and holidays.

(2) The Union shall maintain a register of unemployed watchmen who are available for the purpose of meeting emergency requirements outside of pick-up hours. The employer shall secure from his register of unemployed members such labour as is required, provided he is satisfied as to the competence of the men for the particular job or jobs to be filled.

26.—Guaranteed Minimum Wage.

(1) This clause shall apply to casual watchmen on the "A" Register in the Port of Fremantle.

(2) Subject to the following provisions there shall be a wage payment system under which, following the end of each recognised seven day weekly pay period, AEWL will make up to the level of the Port guarantee the wages of any employee whose aggregate earnings in respect of that pay period are below that guarantee.

(3) The weekly Port guarantee shall be 80 per cent of the product of the ordinary hourly rate for an "other watchman" as prescribed in subclause (1) of Clause 7, Rates of Pay of this Award (as may be varied from time to time) multiplied by 35.

(4) For the purpose of this clause aggregate earnings shall mean the sum of:

(a) gross earnings (before deductions) from all employers, including annual leave loading, workers' compensation payments; and

(b) payments made by AEWL in accordance with the provisions of this award; but shall not include payments for meal money, laundry allowance or telephone allowance.

(5) When calculating the said earnings of each employee, in addition to payments actually received, the employee shall be credited with the following payments as if he had received them:

(a) the gross wages he would have received if he had worked as required on any shift for which he was rostered but did not report or, having reported, refused to start work;

(b) in the case of unauthorised absence or unauthorised stoppage of work for part of a shift, or dismissed for misconduct, the difference between the amount actually earned and the amount which would have been earned had there been no absence, stoppage or dismissal not occurred; and

(c) any cancelled attendance money payments which, but for the cancellation, would have been paid in respect of a day or days within the pay week period.

Any reasonable doubt as to such amount under paragraph (a) or (b) of this subclause shall be resolved in favour of the employee.

(6) In the case of each employee the Port guarantee shall be reduced by one-seventh for each day on which an employee is unavailable for work by reason of:

(a) (i) a Port stoppage;

(ii) unpaid leave for any purpose;

(iii) absence on annual leave;

(iv) not being rostered for work because of unauthorised absence;

(v) temporary suspension from the roster for disciplinary reasons;

(vi) removal of his name from the "A" Register on account of resignation, retirement or death.

(b) Provided that the Port guarantee shall not be reduced on any day on which an employee:

(i) not having been allocated to work attends a Stopwork Meeting, provided such employee attends at the recognised engagement centre and registers such attendance with the Watchmen's Labour Officer prior to or immediately after attending such Stopwork Meeting;

(ii) is being an ex-service personnel on unpaid leave of absence, not exceeding five days in any one year, for the purpose of attending repatriation centres provided the employee produces evidence to the Labour Officer's satisfaction of the required attendance.

"Year", for the purpose of this subclause, shall mean the period from 1 July to 30 June.

27.—Obnoxious Cargoes.

(1) A watchman, when he is performing duties which bring him into contact with obnoxious cargoes, carrying in the case of waterside workers an extra rate, or where working in the vicinity of such cargoes shall be paid the same extra rate in addition to the rate otherwise payable to him.

The extra rate shall be payable only as long as the obnoxiousness continues to exist.

(2) This clause shall apply only to watchmen employed in the Port of Fremantle.

28.—Protective Clothing and Safety Footwear.

Each employee whose name appears on the "A" Register of casual waterfront watchmen maintained by the Association of Employers of Waterside Labour shall be entitled to an issue of protective clothing and safety footwear on the following basis:

(1) (a) Two pairs of overalls per year or such other protective clothing as may be agreed between the employers and the union.
(b) One suit of wet weather clothing every three years from the date of initial issue.
(c) One pair of safety footwear per year.
(d) One winter coat, similar to coats issued to members of the Waterside Workers' Federation once every three years from the date of initial issue.
(e) One winter hat and one summer hat [the hats to be similar to the WWF and be issued at the same time and for the period of issue to the Waterside Workers' Federation of Australia (Fremantle Branch)].

(2) The protective clothing and safety footwear issued in accordance with subclause (1) of this clause shall be replaced by the employers, at no cost to the employee, on the basis of fair wear and tear, and shall remain the property of the employers.

(3) Each employee who is engaged for attending at a passenger gangway on a passenger vessel shall be provided by the employer concerned with a white dust coat on a job basis only.

(4) Watchmen issued with individual clothing and safety footwear shall be responsible to ensure it is available for use as required. Employees shall not cease work if they have failed to bring protective clothing or safety footwear to the job.

(5) This clause shall apply only to watchmen employed in the Port of Fremantle.

29.—Schedule of Respondents.

Australian Iron and Steel Pty Ltd
Bakke APT Pty Ltd
The Australian Phosphate Commissioners
Commonwealth Steamship Owners' Association
Dalgety Australia Ltd
Esperance Port Authority
Fremantle Port Authority
George Wills and Co
Geraldton Port Authority
Howard Smith Ltd
Lynn Elder Pty Ltd
Overseas Containers (Aust) Pty Ltd
P & O Australia Ltd
Elder Prince Marine Ltd
The Hon Minister controlling the State Shipping Service
The Hon Minister for Works and Water Resources

Leave Reserved.

The rights of the parties are reserved in respect of the following matters.

(a) To the Maritime Workers' Union of Western Australia, Union of Workers.

To make application to the Western Australian Industrial Relations Commission for long service leave conditions to be varied, should variations be made to the long service leave provisions of the Waterside Workers' Federation of Australia, following the 1986 negotiations.

(b) To the AEWL.

To insert an Avoidance of Disputes procedure.

Appendix "A".

Port of Fremantle Schedule.

The following provisions shall apply in respect to casual waterfront watchmen employed in the Port of Fremantle. Clause 6 "Definitions" of the Wharves and Ships' Watchmen's Award No. 4 of 1982 as varied and consolidated shall have application to this Appendix.

1.—Arrangement.

1. Arrangement.
2. Roster System of Engagement.
3. Registers and Employment.
5. Attendance Money.
6. Holidays.

7. Annual Leave.
8. Sick Leave.
10. Shiftwork — Eight Hour Worked.
11. Employers' Liability.
12. Record of Entitlements.

2.—Roster System of Engagement.

1(1) Register: There shall be maintained a Register of watchmen available for selection for carrying out the duties of casual waterfront watchmen employed in accordance with the provisions of the Award.

(2) Incidence: Employers who are desirous of engaging a casual waterfront watchman and a watchman whose name appears on a Register established in accordance with Clause 3.—Registers and Employment of this Appendix shall respectively engage and accept employment under the terms of this Appendix and that award.

(3) Requisitions

(a) Requisitions for all casual watchmen shall be lodged by employers with the Labour Officer on the appropriate form and each requisition shall specify the number and category of watchmen required, time of commencement of work and the vessel or job and place at which watchmen are required to attend. Each requisition shall be lodged in triplicate.

Employers shall lodge requisitions by phone or in writing at the Engagement Centre as follows. Where requisitions are lodged by phone confirmation in writing on the appropriate form clearly marked "confirming requisition" shall be made by the time of the next pick-up of labour.

(b) An employer who desires to engage casual waterfront watchmen shall lodge a requisition with the Labour Officer as early as possible and in any event by the time specified hereunder —

(i) If for any working day:
   By 3.00 p.m. on the preceding working day.

(ii) Provided that if labour is required for a time of start earlier than 7.15 a.m. on any working day:
   By 3.00 p.m. on the preceding working day but one.

(iii) If for a Saturday, Sunday or a holiday:
   By 3.00 p.m. on the preceding working day but one.

(c) An employer may, prior to the time specified hereunder, cancel or amend a requisition lodged in accordance with subclause (3) (b) of this clause:

(i) If for any working day:
   Prior to 7.15 a.m. on that working day.

(ii) If for a Saturday, Sunday or a holiday:
   Prior to 7.15 a.m. on the preceding working day.

(d) A late requisition may be accepted if the Labour Officer is satisfied that the need for the labour could not reasonably have been foreseen by the employer in time to lodge the requisition by the time specified in paragraph (b) of subclause (3) of this clause.

(e) Requisitions made pursuant to plactium (ii) of paragraph (b) of subclause (3) of this clause may be lodged subject to confirmation by 12.00 noon where the employer is in doubt as to the movements of the vessel for that shift. Watchmen required to fill such requisitions shall contact the Engagement Centre pursuant to plactium (iv) of paragraph (g) of subclause (6) of this clause.
Watchman available for employment. The order in which roster board daily shall be as follows:—

- Watchmen, eligible for engagement who, having attended the Engagement Centre fail to secure engagement the previous day.
- Watchmen whose annual leave or long service leave expired on the previous day.
- Finishes off the night shift on the previous day.
- Finishes off the day shift on the previous day.
- Finishes off the evening shift on the previous day.
- Watchmen who have claimed and are entitled to be paid sick leave.
- Watchmen who have returned from absence other than those referred to in paragraphs (b) and (f) of this subclause.
- Where circumstances warrant it AEWL and the Union may agree to a variation in the order in which casual watchmen’s numbers shall be returned to the roster board.

Method of Allocation: Requisitions for labour shall be filled in order of time of lodgement in the following manner:—

- The number of the first man on the roster board shall be called for the first job.
- The number of the second man on the roster board shall be called for the second job as above and so on until all requisitions for labour have been filled.

Engagement Times etc

- Each casual watchman on the “A” Register shall, on any day on which he is not employed on a job or is not absent on leave, attend at the Engagement Centre by 7.15 a.m. Monday/Friday (holidays excepted) for allocation in accordance with the provisions of this clause.
- All such watchmen shall be engaged at the Watchmen’s Engagement Centre and except as provided in the next following paragraph shall be engaged only at and through such Centre.
- In cases of emergency or unforeseen circumstances, unemployed casual watchmen may be engaged outside the Centre and outside the engagement hours set out in this Appendix. Requirement of such engagements shall be notified to the Labour Officer. It shall be the responsibility of the employer to notify an available watchman of his requirement to attend for employment.
- Where possible such watchmen shall be engaged in roster order and a watchman shall not be penalised if he declines to accept an offer of such engagement.

The times for engagement of labour shall be as follows:—

- **Monday/Friday inclusive (excluding holidays)**
  - **(i)** Day Shift: 7.15 a.m. — 8.15 a.m.
  - **(ii)** Evening Shift: To commence at 8.15 a.m.
  - **(iii)** Night Shift: To follow immediately initial engagement for the evening shift is completed.

- **Intermediate starts on any shift that day:** To follow immediately roster engagement for that respective shift is completed.

- **Starts prior to 7.15 a.m. on the day shift** the following day: To follow immediately roster engagement for the night shift is completed.

- **Midweek Holidays:** Engagement of labour to commence work on or during a holiday or holidays falling other than on a Monday shall take place on the working day preceding the holiday or holidays as follows:—
  - **(i)** Day, evening and night shifts: To follow immediately engagements under paragraph (e) of subclause (6) of this clause have been completed.
  - **(ii)** Saturday — day, evening and night shifts: To follow immediately engagements under paragraph (e) of subclause (6) of this clause have been completed.

- **Weekend Work and Monday Holidays:** Engagement of labour to commence work on a Saturday, Sunday or a Monday holiday shall take place on the preceding Friday as follows:—
  - **(i)** Saturday — day, evening and night shifts: To follow immediately engagements under placitum (i) of paragraph (g) of subclause (6) of this clause have been completed.
  - **(ii)** Sunday — day, evening and night shifts: To follow immediately engagements under placitum (i) of paragraph (g) of subclause (6) of this clause have been completed.

- **Monday holiday — day, evening and night shifts:** To follow immediately engagements under placitum (i) of paragraph (g) of subclause (6) of this clause have been completed.

- **Starts prior to 7.15 a.m. on the day shift** Friday morning who has not notified the Labour Officer between 8.15 a.m. and 8.30 a.m. on that day and advise of his availability.

- **Such watchman shall if instructed contact or ring the Labour Officer at the Engagement Centre or any such other place as agreed between 12 noon and 12.30 p.m. to ascertain whether they are required to satisfy requisitions lodged in accordance with paragraph (e) of subclause (3) of this clause. Any watchman allocated in accordance with this subclause who fails to contact or ring the Labour Officer shall be deemed to have refused to accept an engagement.

- Any watchman finishing his job off the night shift on Friday morning shall if he wishes to make himself available for weekend work, report to or ring the Labour Officer between 8.15 a.m. and 8.30 a.m. on that day and advise of his availability.

- **Any watchmen finishing off the night shift Friday morning who has not notified the Labour Officer between 8.15 a.m. and 8.30 a.m. of his availability shall be deemed not to be eligible for allocation to weekend work.**
(h) A watchman who is not present when his number is called from the roster for a job shall have his number removed from the roster board and it shall remain off the board until he attends the Engagement Centre on the next ordinary working day when he shall be rostered in accordance with paragraph (g) of subclause (4) of this clause.

(i) Any watchman who refuses to accept an engagement shall remain off the roster board for the following two pick-ups when he shall be rostered as provided for in paragraph (g) of subclause (4) of this clause.

(j) On arrival at the Engagement Centre a casual watchman shall ascertain that his number appears on the roster board. If his number is not on the board he shall immediately notify the Labour Officer. A notification will not be accepted by the Labour Officer after 7.15 a.m. on any day.

On it being established that a casual watchman's number has been omitted from or incorrectly placed on the roster board, the Labour Officer shall, if practicable, place the worker's number in its correct place on the roster board.

(k) Where a watchman is dismissed in anticipation of a job finishing on a succeeding shift and the weather or some other reason prevents the job finishing the following procedures shall apply:

(i) If the watchman is required for day or evening shift, the employer will notify the Labour Officer, and the watchman or a replacement shall be returned to the job.

(ii) If the watchman is required for night shift or any shift on a Saturday, Sunday or a holiday, the employer shall notify the Labour Officer of such requirement and where practicable the same watchman or a replacement will be returned to the job. It shall be the responsibility of the employer to notify the watchman concerned of his engagement.

(7) Termination of Employment

(1) Employers shall lodge discharge dockets on the prescribed form in the receptacles provided for that purpose on the termination of employment.

(2) Where it is not possible for the employer to physically lodge a discharge docket in the receptacles provided the employer shall advise the Labour Officer of the termination of employment of employees as follows:

(a) Monday/Friday
   Finishes off the day shift: By 3.30 p.m. the same day.
   Finishes off the evening shift: At 7.00 a.m. the following day.
   Finishes off the night shift: By 8.15 a.m. the same day.

(b) Finishes on Saturday or Sunday: At 7.00 a.m. the following ordinary working day.

(c) Finishes on a Monday Holiday
   Night, Day and Evening shifts: At 7.00 a.m. the following day.

(d) Finishes on a Holiday other than a Monday
   Night, Day and Evening shifts: At 7.00 a.m. the following day.

(e) All verbal advices of employees completing engagements shall be confirmed to the Labour Officer, by the employer, in writing on a discharge docket clearly marked "confirming discharge" before the next time of pick-up.

(8) Unauthorised Termination of Employment: Any case in which the watchman who, after accepting engagement fails to resume or report for duty and/or leaves the job without authority of the employer shall forfeit his right to be placed on the roster board for a period of two clear pick-ups.

(9) Transfer of Labour: Where there is an insufficiency of watchmen to meet employers' requisitions on an evening, night and weekend basis, the following procedure in relation to transfer of labour shall apply:

(a) Watchmen whose engagement terminates between the hours of 7.00 a.m. and 12 noon on any day, Monday to Friday inclusive, shall be so transferred:

(i) Be transferred to a night shift.

(ii) Be transferred to an evening shift.

(iii) Be transferred to a weekend start.

(iv) Be transferred to a holiday.

(v) It shall be the responsibility of the employer to notify the Labour Officer immediately a watchman's engagement is terminated between the hours of 7.00 a.m. and 12 noon.

(b) If at 12 noon requisitions still remain unsatisfied watchmen employed on the day shift whose jobs will be finished shall be transferred in numerical sequence from a special "transfer roster" maintained from day to day for that purpose. Such transfers shall be made in the order as set out in paragraph (a) of subclause (9) of this clause.

(c) If requisitions still remain unsatisfied, and particularly in relation to requirements for weekend work or work on a holiday, the Labour Officer in consultation with the Union shall determine the most appropriate method of filling such requisitions.

(d) The Labour Officer shall arrange "transfer" labour through the employers of watchmen to be so transferred.

(e) Provided that a watchman shall notify the Labour Officer at the Engagement Centre by 8.15 a.m. if he does not wish to be transferred. In such case the watchman shall be exempt (unless labour shortages exist) if his number comes up for transfer prior to the next pick-up.

(10) Misconduct and Incompetency: Any watchman who is dismissed from his employment for misconduct, neglect of duty, failure to carry out the lawful instructions of his employer or incompetency shall be reported to the Committee by the employer. Such notification shall, in the first instance, be given to AEWL.

Pending enquiry by the Committee into his alleged offence a watchman shall be eligible to take his place on the Roster, except that the employer concerned shall have the right to refuse to accept him for further employment until his alleged offence is dealt with by the Committee.

(11) Length of Engagement: Whenever casual waterfront watchmen are engaged for employment in accordance with the Award and this Appendix the engagement shall be for the duration of a job provided that an individual watchman shall not be required to work more than three consecutive shifts unless otherwise agreed by AEWL and the Union.

(12) Exchange of Jobs: Provided that watchmen may exchange jobs with approval of and by notifying the Labour Officer at the Engagement Centre before the commencement of their respective jobs.
3.—Registers and Employment.

AEWL in conjunction with the Union shall maintain a register of casual watchmen. The Register shall comprise two parts namely “A” and “B”:—

(1) (a) Part “A” comprising the names of casual watchmen who are obliged to attend for all classes of work, for all shifts and for all employers unless otherwise agreed between the Union and the AEWL and who have not obtained the age of 65 years.

(b) Part “B” comprising the names of the casual watchmen referred to in subclause (2) of this clause.

(2) There shall be entered in or transferred to Part “B” of the Register the name of each casual watchman:—

(a) Who has attained the age of 65 years and has requested AEWL in writing to transfer his name to that part of the Register:

(b) Who is physically or mentally unfit to perform the duties of a watchman:—

(i) Who is found by a properly qualified medical practitioner as being unfit to perform the duties of a watchman;

(ii) Who is found by a properly qualified medical practitioner to be suffering from any ailment, disease or disability which is likely to be injurious to his own health or to the health of others.

(c) The consideration of complaints submitted by employers in respect of registered watchmen.

(d) Unless otherwise provided for in the Award and this Appendix the discipline of registered Casual Watchmen dismissed from their employment or for misconduct, neglect of duty, breach of this Appendix and/or the Award, who terminated their employment before completion of the job without permission of their employers, or who fail to attend the Engagement Centre for employment or who fail to refuse to accept engagement.

(e) The consideration, investigation, or determination of any other matter which the parties to this Appendix and/or the Award agree should be considered, investigated or determined by the Committee.

(f) Who does not fail or refuse to, on any day, make himself available at the Engagement Centre at the time fixed for the purpose of seeking employment as a casual watchman.

(g) The registration and admission of applicants as suitable Casual Watchmen.

4.—Watchmen’s Employment Committee.

1. There shall be a Watchmen’s Employment Committee.

2. The Committee shall consist of:—

(a) A Representative of AEWL and one Representative of the employers and two Representatives of the Union.

3. The functions of the Committee shall be as follows:—

(a) To determine from time to time the number of watchmen to be registered to meet the watching requirements of the Port.

(b) The registration and admission of applicants as

5.—Attendance Money.

1. A casual watchman on the “A” Register:—

(a) Who attends for engagement at the Engagement Centre on any day (Saturdays, Sundays and Holidays excepted) in accordance with the provisions of Clause 2.—Roster System of Engagement of this Appendix;

(b) Who remains in attendance between the hours of 7.15 a.m. and 8.15 a.m. or such later time as is agreed;

(c) Who offers for engagement;

(d) Who makes himself available at the Engagement Centre at the time fixed for the purpose of seeking employment as a casual watchman but fails to receive employment shall be paid attendance money.

(e) The consideration of complaints submitted by employers in respect of registered watchmen.

2. A casual watchman on the “B” Register who makes himself available at the Engagement Centre at the request of the Labour Officer and who fails to gain employment on that day shall be paid attendance money.

3. Any “A” or “B” Register watchman surplus to requirements who qualifies for payment for attendance money, shall prior to leaving the Engagement Centre at the specified time sign the “Daily Record of Attendance” form provided for that purpose by AEWL.
6.—Holidays.

(1) In applying the provisions of Clause 18.—Holidays of the Award, any watchman who:—

(a) Has failed to offer for or accept employment from the roster;

(b) Has failed to commence, continue, or complete an engagement without the consent of his employer;

(c) Has been dismissed for misconduct;

(d) Is on leave (other than paid leave) from the industry—either on the working day before or the working day after a holiday shall not be entitled to payment for such holiday unless he satisfies the Labour Officer that he had a reasonable excuse for such failure or that his dismissal was wrongful or that it is reasonable in all the circumstances that he should be so paid.

“Working days” for the purpose of the clause shall mean in relation to any watchman any day upon which he has been directed to work or is required to be available for engagement.

(2) When a holiday occurs within the period a watchman is on annual leave he shall be entitled to be paid seven hours at the ordinary time rate of pay for an “other watchman” for such holiday and an additional day shall be added to his period of annual leave, provided that no extra payment shall be made in respect of the additional day added to his annual leave.

(3) If casual watchmen acting in concert fail to work to a holiday as required under the terms of the Award at the time and day occurring then they shall not be entitled to payment for such holiday.

(4) Any casual watchman who is not available to the industry for any reason relating to disciplinary action taken by the “Committee”, or any person or body appointed to exercise discipline shall not be entitled to payment for such holiday under this clause.

7.—Annual Leave.

(1) Each casual watchman on the “A” Register shall be entitled to proceed on five weeks’ annual leave in any one year.

(2) A casual watchman desirous of taking annual leave shall complete an “application for annual leave” form provided by AEWL at the Engagement Centre.

(3) The time of taking annual leave shall be as determined by the “Committee” in accordance with the provisions of Clause 4.—Watchmen’s Employment Committee of this Appendix.

(4) Provided that no casual watchman shall be entitled to more than five weeks’ annual leave in respect of each year.

(5) “Year” for the purposes of this clause shall mean the period from 1 July to 30 June.

8.—Sick Leave.

(1) Casual watchmen shall be entitled to sick leave accumulated in accordance with provisions contained in Clause 20 of the Award. Provided that when calculating sick leave credits in any one year, if odd days less than 37, 33 or 26 days remain after dividing the total number of qualifying days by 37, 33 or 26 [as prescribed in placita (i) and (ii) of paragraph (a) of subclause (2) of Clause 20.—Sick Leave of the Award] then one thirty-seventh, one thirty-third or one twenty-sixth of a days sick leave shall be credited in respect thereof.

(2) Payment of sick leave may be adjusted at the end of each year, or at the time a casual watchman is removed from the “A” Register, in the event of such watchman being entitled by service subsequent to the sickness in that year to a greater allowance than that made at the time the sickness occurred.

For the purpose of applying this provision each casual watchman absent account personal illness or injury who is not entitled to claim for “paid” sick leave shall complete an “application for Sick Leave” form.

(3) Arrangements necessary for the implementation of this clause shall be made in conformity with the following principles:—

(a) A casual watchman shall inform the Labour Officer of his inability to attend by 8.15 a.m. on the working day in question and as far as practicable state the nature of his illness or injury and estimated duration of the absence, provided that in the event of the employee being unable to comply with this provision the AEWL may extend this time.

(b) A casual watchman shall not be entitled to the benefits of this clause unless he produces proof of sickness to the satisfaction of AEWL, but AEWL shall not be entitled to a medical certificate unless the absence is for three consecutive working days or more.

Provided that AEWL shall not be entitled to a medical certificate for absence of less than three consecutive working days unless the total of such absence exceeds five days in any one year.

(c) AEWL may require a casual watchman to make a sworn declaration or other written statement as to what sick leave he has had, during the year then current, and upon such declaration shall be entitled to rely and act...

(d) Each casual watchman claiming paid sick leave shall complete an “application for sick leave”, form made available by AEWL at the Engagement Centre.

(4) “Qualifying service” for the purposes of this clause shall mean any day (other than a Saturday or a Sunday, or a day upon which an employee is dismissed, or a holiday) upon which a casual watchman:—

(a) Performs any work.

(b) Qualifies for the payment of attendance money, sick leave or holidays not worked.

(c) Is absent on annual leave, long service leave or paid leave.

(d) Is absent on workers’ compensation, provided that such absence shall count only as qualifying service to the extent of six calendar months in any one year, provided further that if any single absence extends beyond a period of six calendar months the first six calendar months of such absence shall count as qualifying service.

(5) For the purposes of this clause “year” shall mean the period from 1 July to 30 June.

9.—Long Service Leave.

(1) Entitlement to Leave: Each casual watchman on the “A” Register employed in the Port of Fremantle, in respect of continuous service in the Industry covered by the Award since 20 August 1976, is entitled to leave with pay for long service upon and subject to the terms and conditions following:—

(2) Amount of Leave: The amount of long service leave to which a casual watchman shall be entitled shall be:—

(a) Where an employee has completed at least 15 years’ service—

(i) in respect of 15 years’ qualifying service so completed — 13 weeks’ leave;

(ii) in respect of each 10 years’ qualifying service completed after such 15 years — 8 ½ weeks’ leave — provided that a casual waterfront watchman shall not be entitled to long service leave until his completed years of service entitle him to the amount of long service leave prescribed in either placita (i) or (ii) of paragraph (a) of subclause (2) of this clause.
(b) On the termination of a casual watchman’s employment —
   (i) By his death.
   (ii) In any circumstances otherwise than for serious misconduct in respect of the number of years service completed since he last become entitled to an amount of long service leave, a proportionate amount on the basis of 13 weeks for 15 years’ service.

(c) In the case of a casual waterfront watchman who has completed at least five years but less than 15 years’ qualifying service since the commencement of such service and he ceases to be employed as a casual waterfront watchman and the Committee is satisfied his ceasing to be a casual waterfront watchman arose by reason other than misconduct:—
   (i) His death; or
   (ii) Sickness or injury or domestic or other pressing necessity where such sickness or injury or pressing necessity is of such a nature as to justify his resignation; or
   (iii) Because he attained the age of 65 years; or
   (iv) Transfers to the “B” Register — The amount of the leave shall be such proportion of 13 weeks as the number of completed years of such service bears to 15 years.

(d) In the cases to which paragraphs (b) and (c) of subclause (2) of this clause apply the casual waterfront watchman shall be deemed to have been entitled to and to have commenced leave immediately prior to his ceasing to be employed as a casual waterfront watchman.

(3) Qualifying Service for Long Service Leave

(a) The period of qualifying service as a casual waterfront watchman for the purpose of this part of the Appendix is the period since 20 August 1976, during which that person has been continuously employed as a casual waterfront watchman, less any periods required by subclause (5) of this clause to be deducted from that period.

(b) Subject as aforesaid qualifying service shall consist of the aggregate of all days upon which the casual waterfront watchman works for one or more employers and shall also include —
   (i) All days being the holidays defined in the Award or other days observed in lieu thereof when the casual waterfront watchman is not required to work but for which he is paid or entitled to be paid under the Award or this Appendix.
   (ii) All days when the casual waterfront watchman does not offer for, accept, commence or continue an engagement for casual work or perform any such work for the casual waterfront watchman does not account or does not take off duty taken by the casual waterfront watchmen pursuant to the Award.
   (iii) All periods of annual leave or paid days off duty taken by the casual waterfront watchmen pursuant to the Award.
   (iv) All periods of long service leave taken by the casual waterfront watchmen pursuant to this part of this Appendix.
   (v) All days in respect of which the casual waterfront watchman receives or is entitled to receive payment of attendance money pursuant to the Award or this Appendix.

(vi) Any period during which the casual waterfront watchman was or is required to serve —
   As a member of the naval, military or air forces of the Commonwealth of Australia other than as a member of the British Commonwealth Occupational Forces in Japan and other than as a member of the Permanent Forces of the Commonwealth of Australia except in the circumstances referred to in section 31 (2) of the “Defence Act 1903-56” and except in Korea or Malaya after the 26th day of June 1950;
   As a member of the Civil Construction Corps established under the “National Security Act 1939-46”;
   In any of the Armed Forces under the “National Services Act 1951” (as amended).

Provided that the casual waterfront watchman as soon as reasonably practicable on the completion of such service resumes as a casual watchman.

(4) Service shall be deemed to be continuous notwithstanding the intervention of —

(a) Any holidays as defined in the Award or this Appendix (or any of the other days observed in lieu thereof) when the casual waterfront watchman is not required to work, whether or not he receives or is entitled to receive payment for such holiday (or such other day observed in lieu thereof).

(b) Any periods when the casual waterfront watchman does not offer for engagement for casual work or perform any such work for the reason that —
   (i) He is engaged in service of the kind mentioned in placitum (vi) of paragraph (b) of subclause (3) of this clause.
   (ii) He is on annual leave taken pursuant to the Award or this Appendix.
   (iii) He is on long service leave taken pursuant to this part of this Appendix.
   (iv) He is unable so to do on account of sickness or injury.
   (v) He is on leave of absence taken by the permission of some person or body for the time being having authority to grant the same.

(c) Any periods when the casual waterfront watchman attends the appropriate engagement centre and offers for engagement for work as a casual watchman but does not account or obtain any such engagement whether or not he receives or is entitled to receive attendance money under the Award of this Appendix for such attendance.

(d) Any periods when the casual waterfront watchman does not attend the appropriate engagement centre and offer for work as a casual watchman or does not accept, commence or continue an engagement for work as a casual watchman by reason of —
   (i) Causes directly or indirectly arising from an industrial dispute provided he offers or accepts, commences or continues an engagement for work as a casual watchman in accordance with the terms of the settlement of such dispute.
   (ii) His being otherwise engaged on legitimate Union business in respect of which he has requested and has been refused leave provided that the period for which he is so engaged is a reasonable period.
(iii) His registration as a casual watchman being suspended by the Labour Officer or the Committee pursuant to the provisions contained in this Appendix.

(5) Provided however —

(a) Any service as a casual waterfront watchman subsequent to termination by the casual waterfront watchman or the cancellation by the Committee, pursuant to the provisions of this Appendix of the registration of a casual watchman shall not be deemed to be continuous with prior service as a casual waterfront watchman.

(b) In ascertaining the period of qualifying service of a casual waterfront watchman, the following periods shall be deducted from the period during which he has been continuously employed.

(i) Any of the periods referred to in paragraph (d) of subclause (4) of this clause.

(ii) The period of any shift during which the casual waterfront watchman is dismissed for misconduct or during which he unlawfully terminates his employment or fails without reasonable cause to commence or resume work as ordered.

(6) Payment for Period of Leave

(a) A casual waterfront watchman shall be entitled to be paid in respect of long service leave to which he has become entitled seven hours' pay at the ordinary hourly rate for an "other watchman" as prescribed in subclause (1) of Clause 7.—Rates of Pay of the Award for each day of such long service leave.

(b) The rate of pay shall be that applicable at the time long service leave is commenced but the total amount payable in respect of any one period of long service leave shall not exceed the amount payable at the said rate for 65 days.

(7) Taking Leave

(a) Leave shall be taken as soon as reasonably practicable after the right thereto accrues but only at such time or times as the Committee shall authorise having regard to the labour requirements of the Port. The Committee shall not unreasonably withhold the granting of its authority for a casual waterfront watchman to take such leave either generally or in the case of any particular watchman.

(b) Where a casual waterfront watchman claims to be entitled to long service leave he shall at least one month before the date on which he desires to commence such leave make written application to the Labour Officer for authority to take such leave on the date specified in his application and if the Labour Officer is satisfied that the casual waterfront watchman is entitled to long service leave from such date (or from any date prior thereto) he shall refer the application to the Committee for granting of such authority.

(c) Leave may be taken in one continuous period or if the Labour Officer and the casual waterfront watchman shall agree in not more than three separate periods in respect of the first 13 weeks entitlement and in not more than two separate periods in respect of any subsequent period of entitlement.

(d) Such leave shall be inclusive of any of the public holidays specified in the award which occur during the period when the leave is being taken but shall not be inclusive of any annual leave.

(e) Payment for long service leave shall be made by AEWL to the casual waterfront watchman upon application made after the granting of the authority mentioned in paragraph (b) of subclause (7) of this clause and shall be made in one of the following ways:

(i) In full before the casual waterfront watchman goes on leave; or

(ii) In any other way agreed between the casual waterfront watchman and AEWL.

(f) No casual waterfront watchman shall during any period when he is on long service leave engage in any employment for hire or reward in substitution for the employment from which he is on long service leave and if a casual waterfront watchman breaches this provision he shall thereupon forfeit his right to leave hereunder in respect of the unexpired period of leave upon which he has entered and AEWL shall be entitled to reclaim any payments already made on account of such period of leave.

(g) Where a casual waterfront watchman who has become entitled to leave hereunder ceases to be employed as a casual watchman before such leave is taken, or fully taken, AEWL shall (if the casual waterfront watchman so ceases otherwise than on account of his death) pay to the casual waterfront watchman or (if he so ceases on account of his death) pay to the personal representative of the casual waterfront watchman upon request by such personal representative a sum equivalent to the amount which would have been payable in respect to the period of leave to which the casual waterfront watchman is entitled or deemed to have been entitled and which would have been taken but for his ceasing to be so employed. Such payment shall be deemed to have satisfied the obligation of AEWL in respect of leave hereunder.

(8) Disputes and Matters Arising: All disputes and matters arising under this part of this Appendix shall be referred to the Committee as constituted under Clause 4.—Watchmen's Employment Committee of this Appendix and the Committee shall determine all such disputes and matters.

(9) For the purpose of this clause: "Day" means an ordinary working day of seven hours from Monday to Friday (both inclusive).

10.—Shift Work — Eight Hour Worked.

(1) Where a casual watchman works a full shift of eight hours duration on any shift Monday/Friday, the AEWL shall deduct from wages paid for such eight hour actually worked, one hour's pay at ordinary time, to be held upon the watchman's behalf.

(2) Upon a casual watchman having accrued a total payment representing 33 such hours, so deferred on a watchman’s behalf, he shall, subject to subclause (3) of this clause, be temporarily removed from the casual roster for a period of five consecutive days excluding Saturdays and Sundays.

(3) Days off under this clause shall be taken as mutually agreed between the Watchman’s Labour Officer and the employee. Provided that, where mutual agreement is not reached, days off shall be taken at a time directed by the Watchman’s Labour Officer.

Any days off not taken by the time of the employees next annual leave period shall then be taken.

11.—Employers' Liability.

(1) For the purpose of the payment of sick leave, long service leave, compassionate leave, attendance money entitlements, telephone allowance, laundry allowance, each employer actually employing one or more casual watchmen shall pay a levy to AEWL of such amount and in such manner as may be determined from time to time.
(2) Each employer paying such levy agrees to give to AEWL full authority to pay from the levy, all entitlements referred to in subclause (1) of this clause and to recoup expenses incurred in giving effect thereto.

(3) AEWL undertakes, on behalf of each employer who pays the levy referred to in subclause (1) of this clause to pay from such levy entitlements referred to herein.

12.—Record of Entitlements.

The AEWL shall keep a record of service and entitlements due in accordance with the provisions of this Appendix and the Award.

AWARDS/AGREEMENTS — Application for variation of — no variation resulting —

FIRE BRIGADE EMPLOYEES CONSOLIDATED.

Award No. 26 of 1971.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

No. 981 of 1982.

Between West Australian Fire Brigade Employees' Industrial Union of Workers, Applicant and the Western Australian Fire Brigades Board, Respondent.

Order.

HAVING heard Mr K.J. Trainer on behalf of the applicant and Mr N.R. Whitehead on behalf of the respondent and by consent, the Commission pursuant to the powers conferred on it under the Industrial Relations Act 1979 hereby orders:

That the application be withdrawn by leave.

Dated at Perth this 10th day of November 1986.

[Sgd.] G.J. MARTIN,
Commissioner.

FIRE BRIGADE EMPLOYEES CONSOLIDATED.

Award No. 26 of 1971.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

No. 369 of 1983.

Between West Australian Fire Brigade Employees' Industrial Union of Workers, Applicant and the Western Australian Fire Brigades Board, Respondent.

Order.

HAVING heard Mr K.J. Trainer on behalf of the applicant and Mr N.R. Whitehead on behalf of the respondent and by consent, the Commission pursuant to the powers conferred on it under the Industrial Relations Act 1979 hereby orders:

That the application be withdrawn by leave.

Dated at Perth this 10th day of November 1986.

[Sgd.] G.J. MARTIN,
Commissioner.

MEAT INDUSTRY NORTHWEST ABATTOIRS.

Award No. 18 of 1981.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

No. 831 of 1983.

Between West Australian Branch, Australasian Meat Industry Employees' Union, Industrial Union of Workers, Perth, Applicant and Derby Meat Processing Co Ltd, Respondent.

Order.

WHEREAS the applicant today sought leave to withdraw the application the Commission, pursuant to the powers conferred on it under the Industrial Relations Act 1979, hereby orders —

That the application be withdrawn by leave.

Dated at Perth this 27th day of October 1986.

[Sgd.] J.F. GREGOR,
Commissioner.
AWARDS/AGREEMENTS —
Interpretation of —

PRIVATE HOSPITAL EMPLOYEES.
Award No. 27 of 1971.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.
No. 1008 of 1985.

Between the Federated Miscellaneous Workers' Union of Australia, Hospital, Service and Miscellaneous, WA Branch, Applicant and St John of God Hospital and Others, Respondents.

Order.
HAVING heard Ms S. Jackson on behalf of the applicant and Mrs P.E. Bentley on behalf of the respondents, and by consent, the Commission pursuant to the powers conferred on it under the Industrial Relations Act 1979 hereby orders:

That the application be dismissed.

Dated at Perth this 14th day of November 1986.

(Sgd.) G.J. MARTIN,
Commissioner.

NOTICES —
Award/agreement matters —

APPLICATION FOR VARIATION OF AWARD
ENTITLED “ELECTRICAL CONTRACTING INDUSTRY AWARD 1979”.

NOTICE is given that an application has been made to the Commission by the Electrical Trades Union of Australia, Hospital, Service and Miscellaneous, WA Branch, Applicant and St John of God Hospital and Others, Respondents, for a variation of the above Award.

As far as relevant, those parts of the proposed amendment which relate to area of operation or scope of the award shall not apply to the manufacturing section of the business of any of the respondents.

Clauses 3.—Area and Scope: Delete this clause and insert in lieu:

3.—Area and Scope.

This award relates to the electrical contracting industry within the State of Western Australia and to all work done by employees employed in the classification shown in the First Schedule — Wages and employed by the respondents in connection with the wiring, contracting, maintenance and the installation and maintenance of electrical light and power plants and the installation of all classes of wiring, repair and maintenance of electric and electronic installations and equipment including switchboards and appliances carried out by the respondents as electrical contractors. Provided that the award shall not apply to the manufacturing section of the business of any of the respondents.

Clauses 5.—Definitions: Delete subclause 4 of this clause and insert in lieu:

(4) "Electrician Commissioning" means an electrical installer or electrical fitter other than an Electrician — Special Class having not less than two years on the job experience who during commissioning work is engaged on complex or intricate circuitry and is able to examine, diagnose and modify systems comprising inter-connected circuits and in so doing, if required, is capable of testing to a standard beyond tests covered by AS3000-1981 SAA Wiring Rules.

An "Electrician Commissioning" must be capable of undertaking the above duties without supervision if required.

Add subclause 9 to this clause:

(9) "Instrument Fitter/Electrical Grade 1" means a tradesman not necessarily an electrical fitter who is required to install, test and/or repair and maintain electrical and/or electro-pneumatic measuring and/or recording appliances and/or scientific electrical instruments and associated services thereto, including small bore piping up to 25m/m in diameter.

Add subclause 10 to this clause:

(10) "Instrument Fitter/Electrical Grade 2" means a tradesman not necessarily an electrical fitter working at a level above that of Instrument Fitter/ Electrical Grade 1, who is mainly engaged in calibrating and fault finding instruments which make up a complex control system which utilises some combination of electrical, electronic, mechanical, hydraulic and pneumatic principles.

To be classified as an Instrument Fitter/Electrical Grade 2 a tradesman will have:

(a) Had a minimum of two years on the job experience as a tradesman working predominantly on complex and/or intricate instruments and instrument systems as well enable him to perform such work under minimum supervision and technical guidance, and;

(b) Satisfactorily completed an appropriate post trade course equivalent to at least two years part-time study or has achieved to the satisfaction of the employer a comparable standard of skill and knowledge by other means including in-plant training or on the job experience referred to in (a) above.

Add subclause 11 to this clause:

(11) "Electronics tradesman" means an electrical tradesman working at a level beyond that of electrician special class and who is mainly engaged in applying his knowledge and skills to the tasks of installing, repairing, maintaining, servicing, modifying, commissioning, calibrating and fault finding instruments which make up a complex system which utilises some combination of electrical, electronic, mechanical, hydraulic and pneumatic principles.

To be classified as an electronics tradesman, a tradesman must have at least three years on the job experience as a tradesman in electronics systems utilising integrated circuits and in addition must have satisfactorily completed a post trades course in electronics equivalent to at least two years part-time study.

In addition, to be classified as an electronics tradesman, a tradesman must be capable of:

(a) maintaining and repairing multi-function printed circuitry using circuit diagrams and test equipment;

(b) working under minimum supervision and technical guidance;
(c) providing technical guidance within the scope of the work described in this definition;
(d) preparing reports of a technical nature on specific tasks or assignments as directed and within the scope of the work described in this definition.

A copy of the proposed amendment may be inspected at my office at 815 Hay Street, Perth.

Dated at Perth this 14th day of November 1986.

Mr B.D. Williams on behalf of the defendant.

Mr T. Daly on behalf of the complainant.

Dated at Perth this 17th day of November 1986.

Mr T. Daly in his opening address that being the correct interpretation of the award. The evidence to what was done by Niksa Brozicevich is not in issue. By and large he

A copy of the application may be inspected at my office at 815 Hay Street, Perth.

Dated at Perth this 17th day of November 1986.

K. SCAPIN, Registrar.

APPLICATION FOR REGISTRATION OF AN INDUSTRIAL AGREEMENT ENTITLED "FREMANTLE PORT AUTHORITY PORT SECURITY AGREEMENT 1986".

NOTICE is given that an application has been made to the Commission by the Maritime Workers' Union of Western Australia, Union of Workers and the Federated Miscellaneous Workers' Union of Australia, Hospital, Service and Miscellaneous, WA Branch under the Industrial Relations Act 1979 for registration of the above Agreement.

As far as relevant, those parts of the Agreement which relate to area of operation or scope are published hereunder.

3.—Area and Scope.
This Agreement shall apply to permanent Patrolmen in Port Security employed by the Fremantle Port Authority.

A copy of the agreement may be inspected at my office at 815 Hay Street, Perth.

Dated at Perth this 17th day of November 1986.

K. SCAPIN, Registrar.
was working in an area of the defendant’s premises. He would receive plans on which were recorded the type of carpet, the number of pieces required and the length of each piece. He was required to take from stock the carpet, cut the carpet according to the plan, re-roll the carpet and have the pieces of carpet prepared for the layers when they came in the next morning. He would help the layers load up the carpet. He would number the carpet apparently according to the numbers included on the plan. He did cut some other carpet — that was mainly for customers who came in and wanted a set metreage of carpet. He could cut it to whatever length they wanted. He did a few other things around the place — he swept up and he re-stacked carpet and so on.

Those basic facts are not in issue. Mr Daly relied on several cases. The first being Cary’s case so far as it dealt with the same employment. I do not wish to go into that aspect of his argument as I do not think it is necessary in the long term. I think the most relevant case he quoted, not because I was the author of the decision but because it ties in very closely with the matter in dispute here, is the decision of United Furniture Trades Industrial Union of Workers and Biblos Nominees trustees for the Palma Unit Trust trading as Palma Upholstery 66 WAIG 910. He quoted the third paragraph of that decision and I confirm that I remain of the view that if inequities do result from a correct interpretation of the award then so be it. I am not able to solve those inequities as I do not have the jurisdiction to do so. Often I wish I did and perhaps justice would be more apparent but I do not and thus that is an end of the matter.

The provisions considered in the case to which I refer are from the same award and in some respects are similar. They are contained in the same clause, Clause 33, and in particular subclause (11) was the subclause I was considering. That was a definition of upholstering and I considered only the last sentence which reads:

The cutting and/or planning and/or matching of materials for final cover work.

In that particular case I was dealing with a woman who was cutting out materials for final cover work. The cutting there extended greatly beyond that which was required I bit the worker in the particular case. The cutting there was not merely working out the metreage and making one cut but physically cutting material to cover lounge suites and the like. It was not going to a roll of material and just cutting off a set amount of metreage. It was physically planning, the way in which the material would change and now Clause 33 subclause (12) reads as

... shall mean a worker substantially engaged on cutting, measuring and laying all floor coverings.

It would seem to me that to fall within the definition of a carpet planner under that award you would have had to do three things. You would have had to plan, you would have had to cut and you would have had to supervise the making of such carpets in factory or workshop.

Accepting that there may have been a mistake in that “making” should perhaps have read “marking”, nonetheless three things are required. There is an “and” in between each of the separate duties, if I can put it in that way.

Similarly when one looks at carpet cutter — and essentially that is what I am being asked to consider now — to come within the definition under that award you would have had to be a worker substantially engaged on cutting, measuring and laying all floor coverings. In my view under that definition you would have had to do the three things — cut, measure and lay.

I accept what Mr Daly has to say as being the motivation to change the definition. It might well be that there are people who would otherwise come within the definition of cutting carpet but no longer lay carpet. As society gets more complex so work becomes more specialised. For whatever the reason the award has been changed and now Clause 33 subclause (12) reads as follows:

“Floor Covering” shall mean the planning, measuring and/or cutting and/or laying of all floor covering materials.

It is quite clear on the evidence that the worker in this particular instance cut floor covering materials. I do not think there is any argument about that. Certainly the cutting was not as sophisticated as the work done by Mrs Sills. She was not just cutting off a piece of material but rather was cutting pieces of material to fit into and ultimately sewn up to become a piece of furniture. A great deal more skill and effort had to be applied in her case then had to be applied in the case of the worker here. The only cutting he did essentially was to cut across several metres of carpet from a roll. The minimal amount of skill required is not worthy of a tradesmen wage.

However, if that is the only interpretation which is open and is clear on the words of the Award then so be it. With respect I do not think it is. I think in the circumstances it is helpful to go back to the previous award and see what the definitions were there.

In the award as contained in Volume 55 WAIG at page 947, there are several definitions contained in Clause 33 which are relevant namely subclauses (11) and (12) which read as follows:

Carpet Planner

(11) . . . . shall mean a worker whose main duty is to plan and cut carpets to specifications and to supervise the making of such carpets in factory or workshop.

Carpet Cutter

(12) . . . . shall mean a worker substantially engaged on cutting, measuring and laying all floor coverings.

Thus the facts between that particular case and the one for which I am being asked to consider now are vitally different. It would remain of the view that if inequities do result from a correct interpretation of the award then so be it. I am not able to solve those inequities as I do not have the jurisdiction to do so. Often I wish I did and perhaps justice would be more apparent but I do not and thus that is an end of the matter.

By placing a comma after “planning” the draftsman must have had something in mind. There has been nothing to indicate to me that what preceded the comma should not be read as part of the definition of cutting carpet but no longer lay carpet. As society gets more complex so work becomes more specialised. For whatever the reason the award has been changed and now Clause 33 subclause (12) reads as follows:

... shall mean the planning and measuring, and/or cutting, and/or laying.

At the very least, planning would have to go with one of the other duties as outlined in the definition. It is arguable that you would have to have
“planning and measuring and cutting and/or laying of floor covering materials”. I do not know that that is correct. I think with the “and/or” coming after “cutting”, the correct interpretation would be as follows:

shall mean the planning and measuring, or the planning and cutting, or the planning and laying.

It would have to have a combination of the two and simply to have “cutting” in my view would be insufficient. I say that because of the way the subclause is worded, because of the fact that there is a comma after “planning” and that the “and/or” follows “measuring”.

The worker in this case would say he had to plan in that from time to time there would be defects in the carpet which would require him to organise the cutting of the carpet in such a way as to lose the least amount of usable carpet. That is obviously an advantage to his employer and no doubt that would be expected of him. As I understand the evidence of Mr Hughes, I believe it was.

He would also say that there was some planning in matching up various patterns in carpets. There was evidence that from time to time, rare as it might be, there would be a necessity for matching carpets. But in that respect I accept the evidence of Mr Hughes. He gave evidence that by and large the matching would be done by what now is called the measurer, that is a person who goes to the home of the client and measures up a room taking into account the type of carpet which is to be used and establishes an accurate assessment of the amount of carpet which is to be used. At the measuring stage the matching of patterns would have to be taken into account in assessing the quantity of carpet required. On occasions more carpet would have to be supplied to allow the layer to match the pattern. I accept that this planning would be done by the measurer and not by the person who cut the carpet at the workroom as it was called in the advertisement and as has been used by others.

The small amount of “planning”, which was the word used by the complainant although I do not think it was appropriate, or rather the small amount of organisation as to where cuts should be made by the employee in this particular case, in my view, would not come within the definition of “planning” as covered by the definition of floor covering, as contained in Clause 33 subclause (12). I am not satisfied that the worker in this particular case did both planning and cutting and therefore I am not persuaded that he comes within the definition of floor covering within the award. Therefore I am not satisfied that there has been any under-payment of wages and for the reasons given I would dismiss the complaint.

BEFORE THE INDUSTRIAL MAGISTRATE

AT PERTH.

Complaint No. 138 of 1986.

Between the West Australian Locomotive Engine Drivers’, Firemen’s and Cleaners’ Union of Workmen, the complainant and Commissioner of the Western Australian Government Railways, the defendant.

Before the Industrial Magistrate K.F. Chapman Esq SM.

The 14th day of October 1986.

Mr L. Young on behalf of the complainant.

Mr R.G. Horton on behalf of the defendant.

Reasons for Decision.

(Given extemporaneously at the conclusion of the hearing, taken from the transcript as edited by the Magistrate.)

THE MAGISTRATE: The complaint has been amended by consent. The addition to the complaint essentially is by way of particulars and thus would have been of assistance to the defendant in preparing its case.

The complaint relies upon Clause 24 subclause (1) (f) of the award, which reads as follows:

Workers are not to be booked on annual leave for more than one year in succession between 30 April and 1 September, except at the request of the worker. Holiday lists are not to be departed from except for reasons of sickness, accident or traffic requirements not foreseeable at the date of preparing lists. Unless at his own request a worker shall not be rostered to clear further annual leave within four months of resuming duty following long service leave.

For the purposes of this exercise the only relevant part of that subclause is the second sentence of the first paragraph, namely “Holiday lists are not to be departed from except for reasons of sickness, accident or traffic requirements not foreseeable at the date of preparing lists”. Although it does not specifically refer to the list, it is clear that within the section itself there is an exception to subclause (f) which is contained in Clause 24 subclause (1) (g):

With the approval of the head of the branch any worker may exchange dates with another.

One would therefore accept, I would have thought, that that is a departure from subclause (f) and the only departure endorsed by the award.

It would appear that a common sense approach has been adopted and the defendant is allowing people to change their rosters — or, I should say, to change their leave. It would seem, that the only legitimate way of doing that is in accordance with subparagraph (g). However, I would hope that the common sense approach continues and that, where both parties are in agreement, adjustments are made albeit to do it that way could be said to be in breach of the award. It certainly would be taking away a benefit from both parties, I would have thought, to do it otherwise.

There was a list prepared, and that is at folio (e) of exhibit A, where Mr Sibley was on the list to take his annual leave from 11 August 1986 to 22 September 1986. He would say that he was not aware of the fact that to work his roster would require him to work into his holidays some 3½ hours. That evidence is in dispute with a witness called by the defendant, namely the acting time-keeper at the time, who says that Mr Sibley prior to going to Merredin — and he thinks prior to the posting of the roster but he is not certain of that — approached him and pointed out the fact that he would be working on 11 August and that was the day on which he was due to commence his leave in accordance with the list. The acting roster clerk would say that he offered to Mr Sibley a change in the roster but Mr Sibley declined, and I accept that as a fact. Therefore Mr Sibley was aware that on 11 August he would be working 3½ hours into the 11th.

Having been referred to the provisions of subclause (2) of Clause 24, the roster clerk, correctly in my view, points out that that subclause is referring to public holidays and therefore, in relation to a public holiday, if a worker returns from his home station or finishes a shift at his home station not later than 0400 hours on any holiday, he is not again booked on duty for that day but shall be treated as having a paid holiday.

It would appear that there is no similar provision applicable to annual leave. I certainly cannot quickly point up any similar clause in subclause (1) of Clause 4 and, unless it is elsewhere in the award, it would appear that that is not a provision which applies to annual leave.
The union does not argue that there is and only argues that the clause is breached by the fact that Mr Sibley was rostered to start a further shift at 1600 hours on 11 August.

Albeit there is a doubt in my mind that a driver, with the consent of the defendant, can change his holidays otherwise than in accordance with Clause 24 subclause (1)(g), I accept, for the purposes of this exercise, that there was an agreement between the defendant and the driver, in this instance, that he was prepared to work until 0330 hours on 11 August, but it would seem to me that it is a far jump to anticipate also that he would be further rostered on that day. It may well be that the correct interpretation of the Award is that having worked past 2400 hours on the 10th, he was actually working into his holidays.

However I accept that there was an agreement between Mr Sibley and the defendant that Mr Sibley would work to 0330 hours on 11 August. In view of that agreement it would be most unfair to convict the defendant on that basis.

There was, however, no such agreement to work the second shift on 11 August. I do not consider that one would accept that having agreed to work some hours you are prepared to work another shift on that day. Not being satisfied that there was anything of the nature of sickness, accident or otherwise which would have justified the change of holidays I am, in the circumstances, satisfied that at the very least the second shift worked on the 11th constituted a breach.

BOARDS OF REFERENCE — Decisions of —

BEFORE A BOARD OF REFERENCE.

In the matter of the “Hospital Salaried Officers Award 1968” No. 39 of 1968 and in the matter of a Board of Reference thereunder and in the matter of a dispute regarding the number of days over which hours are worked between Royal Perth Hospital, Applicant and Hospital Salaried Officers Association of Western Australia (Union of Workers), Respondent.

Before Mr T. Pope Chairman,
Mr A. Barker Employee’s Representative, and Mr D. King Employer’s Representative.

The 24th day of November 1986.

Mr J. Flood on behalf of the applicant.
Mr D. Hill on behalf of the respondent.

Determination.

MR POPE: This Board of Reference was convened on the application of Royal Perth Hospital pursuant to Clause 13 (5) of the “Hospital Salaried Officers Award 1968” No. 39 of 1968.

The Board was asked to determine the number of days of the week on which four night shift medical laboratory technologists (MLT’s) should work ordinary hours.

The facts found by the Board are set out below.

Prior to 1973 the work of the blood bank within Royal Perth Hospital was on an overtime basis by day staff. There were no night employees.

In 1973 it was deemed necessary to provide a 24 hour per day, 365 days of the year blood bank service.

At this particular time, the supply of blood bank technologists was limited.

To attract staff, it was decided that the ordinary hours of work for MLT’s would be worked on an eight shift fortnight basis. The eight day fortnight was inserted in the Hospital Salaried Officers Award on 6 December 1979. The relevant extract from the award, which is set out below was published at 60 W.A.I.G. 68.

13.—Hours.

(1) Except as provided in Clause 12.—X-Ray Staff and, subject to the provisions of subclause (2) of this clause, the ordinary working hours, exclusive of meal intervals, shall not exceed 37½ in any week nor 7½ in any day. Such hours shall be worked on five consecutive days in each week.

(2) . . .

(3) . . .

(4) . . .

(5) Notwithstanding the provisions of this clause the contrary, workers who on 13 March 1979, are employed to work the ordinary hours prescribed in subclause (1) hereof on four days of the week shall continue to work such hours on such number of days of the week, provided that any change in the number of days of the week on which such ordinary hours may be worked, shall be the subject of agreement between the Association and the employer or failing agreement as determined by the Board of Reference.

The night and evening roster for the four MLT’s provides a fixed roster for one MLT. The other three MLT’s rotate their rosters to varying degrees.

The hospital desires that MLT’s change the number of days per fortnight over which ordinary hours are worked, from eight to nine.

At present shift MLT’s work an eight shift per fortnight roster with each shift being of nine hours 15 minutes duration plus a 30 minute meal break.

The proposed system would result in shifts of eight hours 20 minutes duration plus a 30 minute meal break.

The net effect of the proposed change from eight to nine days would be a reduction in the lap over time between day and evening shifts being reduced from two hours, to 30 minutes, and staff being available for one extra shift per fortnight.

The applicant relied on a number of factors as to why a change in the roster system was necessary.

Hospital management considered that it was more efficient having an employee for a fixed eight hour period rather than splitting work loads into overlapping periods. They were also concerned that it was more difficult to identify work that was being done during the overlapping period. In brief they considered the two hour overlap was a wastage of manpower resources. A change to a nine day fortnight would reduce the overlap time to 50 minutes, and would allow MLT’s one eight hour day on day shift. This day could be used for the purposes of MLT training and evaluation, and it would also provide an extra MLT to carry out research work. The hospital further argued that a nine day roster system would allow for the rotation of shifts, and it would reduce the length of the working day for the MLT’s.

There was certain equipment that could only be used during the day shift and this was a further argument towards a nine day roster system. The availability of an MLT for one day per fortnight extra during the day shift would also facilitate the introduction of flexible working hours for other workers in the section.

Management considered that the extra training and evaluation, and incorporation of all MLT’s within the day work of the haematology unit would allow greater capacity for staff development and promotion both to the benefit of the hospital and its employees.

The respondent disagreed with the arguments put forward by Royal Perth Hospital management. Through their witnesses, who were two of the shift MLT’s, they considered that the two hour overlap between day and evening shifts was not a wasted period of time. They
considered that they were usefully employed during this time, and the two hours also gave ample opportunity for assessment and some training. They indicated they were satisfied with their current working hours and conditions and did not desire promotion to other areas of the hospital. The MLT's received certain block periods of up to several weeks day training and they considered this to be sufficient. Evidence was put forward that the longer working day was not detrimental to the health of the employee. It was also suggested that withholding flexible working hours from other employees because of the eight day shift system for shift MLT's was simply a tactic.

As the employer and employee representative of this Board of Reference have arrived at different conclusions, the decision becomes that of the Chairman.

I am of the opinion that the hospital could make better use of its staff resources by changing from an eight day per fortnight roster system to a nine day per fortnight roster system. I have arrived at this conclusion on the basis that one extra day shift per fortnight would allow greater exploitation of equipment that can only be used during the daytime, would release additional human resources during the daytime for research purposes, would allow continual and ongoing training of MLT's and would better allow the hospital to efficiently manage its human resources.

MR D. KING: I think the application should succeed. I agree with the reasons expressed by the Chairman.

MR A. BARKER: This Board of Reference was constituted to determine on the submissions and evidence placed before it whether the hospital were entitled to change the roster system. The Technologists employed within the Blood Bank of Royal Perth Hospital, should have the shifts in which their ordinary hours are worked increased from eight to nine per fortnight.

The application was made in accordance with the provisions of subclause (5) of Clause 13 of the Hospital Salaried Officers Award.

The Technologists concerned are employed to provide a continuous after hours service in the Blood Bank. This involves the period from 5.00 p.m. to 8.00 a.m., Monday to Friday, and for the period from 5.00 p.m. on Friday until 8.00 a.m., on Monday.

At present, the Technologists concerned, work a fortnightly roster of eight shifts; four being of nine hours 15 minutes duration and four being of nine hours 30 minutes duration, exclusive of meal breaks.

This roster has been in operation since 1973, and has evidently provided an adequate after hours service for the hospital. One of the Technologists has been employed on the shift system since its inception, another since early 1975, and the other two for a shorter period of time.

The hospital wrote to the Hospital Salaried Officers Association, the respondent in these proceedings, on 28 February 1986, advising that the hospital proposed to amend the current eight day fortnight to a nine day fortnight roster.

The reasons the hospital gave in support of the proposed change was set out in their letter, Exhibit 2 and are summed up in the following extract from that exhibit:

As you are aware, the existing rostering arrangement has been in place for some years. In that time procedures have been changed, new technology introduced and concern for the welfare of staff members has increased. It is now considered that both the Hospital, its service to patients, and staff members would benefit from the introduction of the proposed roster. The reduction in shift length to a littler over eight hours would, of course, allow these Technicians to work what is generally accepted to be the optimum shift duration.

The Association, in its reply, Exhibit 3, expressed the view that on the basis of reasons given by the hospital, there was no justification for the introduction of the proposed changes sought. Reference was made in the Association's letter to a similar application that had been made by the hospital in 1979, and referred the hospital to correspondence on file, indicating the basis of agreement reached. The Association's attitude was summed up in the last paragraph of the letter.

We hope wiser counsel will prevail and that the Department concerned will either provide more compelling reasons for the proposed change in roster or will see fit to let the status quo remain.

It is interesting to note that the move by the hospital in 1979 and in 1986 to alter the shift roster surfaced after the Technologists had lodged Requests with the HSOA Classification Review Committee for a review of their classifications. This appears to be more than coincidental.

Dr Davis, in his evidence, indicated quite strongly his opposition to establishing higher classification levels within the shift system and emphasised his belief that the shift Technologists should avail themselves of promotional opportunity within the mainstream structure of the Haematology Department.

If, for no other reason, I believe, that the Board should reject the applicant's claim at least until the Requests currently lodged with the Review Committee have been determined. I have reached that conclusion having regard particularly to section 96B of the Industrial Relations Act 1979.

It was also submitted that the shift Technologists needed greater contact time with the normal Laboratory situation to allow them to keep abreast of changes in technology and equipment. When this question had previously been raised in 1979, the Association agreed to a proposal advanced by the hospital, whereby the shift Technologists would return to day shift for a block period of approximately eight weeks once per year. On the evidence given by the two Technologists, the hospital had arranged a refresher period on only two occasions.

Miss Mahoney, in her evidence, stated:

They were more refamiliarisation experiences rather than getting broader experience, I found.

Despite the fact that the retraining or refamiliarisation programme, however it may be termed, had been introduced at the specific request of the hospital in 1979. It was not claimed by the hospital, that this system of retraining had proved to be inadequate, yet the hospital seems to use as a reason to justify altering the shift system, a ground that it has had the ability to remedy since 1979 and yet, has taken little advantage of the remedial mechanism available to it.

The hospital claimed as another reason for desiring to change the roster, the fact that a far greater number of Technologists were seeking employment today than was the case when the shift was introduced in 1979.

While that may well be the current situation, that fact alone cannot justify altering a contract of employment which the hospital and the Technologists concerned, freely entered into and one which, as I have already stated, has operated satisfactorily for the last 13 years.

The difficulty referred to by Dr Davis in his evidence, of getting other Technologists in the Department to relieve the shift Technologists for leave purposes, generally to work shifts, which was the basic reason why the hospital introduced the shift roster currently in operation.

While one particular shift Technologist worked a fixed shift, i.e. the same day and the same hours each fortnight, the shift proposed by the hospital was to be a fully rotating shift system. Dr Davis indicated in his evidence, that the main point in rotating shifts was to give equity to all involved in the shift system. From the evidence given by the two Technologists concerned, the fact that one of the four worked a fixed shift had not caused any animosity amongst the other Technologists working the shift.
The hospital considered that the two hour overlap inherent in the present shifts was a waste of manpower and that the proposed roster would allow each Technologist to spend one day per fortnight in the normal Laboratory environment.

The Association, by its exhibits and sworn evidence, demonstrated that the change in shifts was unjustified and that any saving to the hospital in terms of manpower would be minimal having regard to the after hours workload. It was further argued by the Association that the shortening of the period of overlap would place additional pressures on the Technologists in the after hours situation.

From the evidence, it is clear that the Technologists applied for the shift work positions in specific preference to other positions in the hospital service, the evidence of the two Technologists indicated clearly that they saw their future being related to shift work employment.

Where a change or alteration in conditions of work which has been freely agreed to by the parties is sought, the onus of proof clearly rests with the party seeking the change. In my view, the applicant has not discharged that onus.

I would need far more compelling reasons than that offered by the applicant, to alter a system that has served the hospital and the community who have had need of their ordinary hours on a nine day fortnight roster.

MR POPE: It is the majority decision of this Board that the application should succeed and that MLT's should work their ordinary hours on a nine day fortnight roster.

T. POPE, Chairman.

LONG SERVICE LEAVE — Appeals Committee — Government wages employees —

BEFORE THE STATE GOVERNMENT WAGES EMPLOYEES' LONG SERVICE LEAVE APPEAL COMMITTEE.

In the matter of the Long Service Leave Conditions for State Government Wages Employees and in the matter of the Appeal Committee established thereunder and in the matter of a claim for payment in lieu of pro rata long service leave thereunder between Miss K, Appellant and Silver Chain Nursing Association Inc, Respondent.

Before Mr K. Scapin Chairman,
Mr S. Home Employer's Representative,
and Mr K.J. Trainer Employee's Representative.

The 23rd day of October 1986.

Ms H. Handmer appeared for the appellant.
Mr R.H. Gifford appeared for the respondent.

Decision.

MR SCAPIN: This matter has been referred to the Committee for determination pursuant to Clause 18 of the Long Service Leave Conditions, State Government Wages Employees. It concerns a claim by Miss K upon the Silver Chain Nursing Association Inc for payment in lieu of pro rata long service leave under the provisions of the "Nurses' (Silver Chain Association) Award" No. 14 of 1965.

The facts as I find them are these.
1. That the respondent, Silver Chain Nursing Association Inc was an employer within the meaning of the "Nurses' (Silver Chain Association) Award" No. 14 of 1965, and bound by the terms of such Award.
2. That Miss K was employed by the said respondent under the said Award as a Field Supervisor.
3. That Miss K commenced her employment with the Silver Chain Nursing Association Inc on 19 February 1979 as a District Nurse in the area of domiciliary nursing.
4. That under Clause 14 of the said Award, the conditions governing the granting of long service leave to government wages employees generally shall apply to employees covered by the Award. Those general provisions were prescribed by the Commission in Court Session on 16 December 1985 and published in Volume 66 of the Western Australian Industrial Gazette on pages 319 to 321 inclusive (the Conditions).
5. That the said Conditions so far as are material are as follows —
   1. Subject to the conditions hereinafter prescribed all Government wages employees by a Public Authority shall become entitled to 13 weeks' long service leave:
      (a) after a period of 10 years' continuous service; . . .
      (b) . . .
   2. . . .
   11. If the employment of an employee ends before he has completed the first . . . qualifying period in accordance with Clause 1 of these conditions, payment in lieu of long service leave proportionate to his length of service shall not be made unless the employee —
      (a) . . .
      (b) . . .
      (c) has completed a total of not less than 12 months' continuous service and his employment is ended by his employer on account of . . . ill health . . .
      (d) . . .
      (e) . . .
      (f) . . .
   12. . . .
   13. For the purpose of subclause (c) of Clause 11 a medical referee shall, if there is disagreement between the employee's doctor and the employer's doctor as to the employee's incapacity, be selected from an appropriate panel of doctors either by agreement between the employer and the employee or, failing agreement, by the Minister for Industrial Relations.
   14. . . .
   18. (a) There shall be a long service leave appeal committee . . .
       (i) . . .
       (ii) . . .
       (iii) . . .
       (b) The function of the Committee shall be to . . .
       deal with any dispute arising out of the application of these conditions.
       (c) . . .
       (d) Decision of the Committee shall be final and binding on all parties thereto.
   6. That in late 1982 or early 1983 Miss K was promoted to the position of Field Supervisor.
   7. That in March 1986 Miss K applied for a transfer within the "Silver Chain" organisation to the position of Liaison, Royal Perth Hospital. This request was not granted.
The reason given for resignation was lack of job satisfaction with her position as Field Supervisor. No mention was made by Miss K of her medical condition. The effective date of that resignation to be 26 May 1986.

9. That Miss K gave written notice under date of 9 May 1986 of her resignation. This was mailed on Sunday 11 May and received by the respondent on Monday 12 May. The reason given for resignation was lack of job satisfaction with her position as Field Supervisor. No mention was made by Miss K of her medical condition. The effective date of that resignation to be 26 May 1986.

10. That on Monday 12 May Miss K rang the office of the Royal Australian Nursing Federation Western Australian Branch Union of Workers Perth and was advised to withdraw her resignation and disclose to the respondent in a new resignation letter that the real reason for her resignation was because of ill-health.

11. That on Wednesday 14 May Miss K again visited her doctor, told him she had resigned, and gave him a written medical certificate which stated that she was suffering from a chronic medical disorder of such a nature and degree that he considered that immediate resignation from her job was essential.

12. That by letter addressed to Miss K under date of 15 May, the respondent accepted her resignation of 9 May with regret and the respondent thanked Miss K most sincerely for all that she had contributed to the “Silver Chain” in her seven years of service with that organisation.

13. That Miss K gave a new notice of resignation under date of 16 May of her resignation on the ground that she was not medically fit to resume work.

14. That on 20 May the respondent acknowledged receipt of Miss K’s new letter of resignation and confirmed that her initial resignation had already been accepted.

15. That Miss K’s resignation took effect on 26 May 1986.

16. That under date of 16 June 1986 Miss K’s doctor issued the following certificate —

Re: K
This patient’s medical condition has steadily worsened recently and it is my considered opinion that it is such a degree of severity that her employer would have had no choice but to terminate her employment on medical grounds.

17. That Miss K’s service was continuous.

18. That Miss K has not been paid in lieu of any pro rata long service leave by the respondent.

It was contended on Miss K’s behalf, that in all the circumstances it was unreasonable for her employer not to have made an "ex gratia" pro rata long service payout on the grounds of her forced resignation due to ill-health.

The respondent argued that by her voluntary resignation, Miss K forfeited her entitlement to pro rata payment in lieu of long service leave.

Clearly, in my opinion, on the literal application of the Conditions, particularly subclause (c) of Clause 11, Miss K has no entitlement as claimed.

I believe that there is yet to be devised any regulatory method of operation. As a result Miss K’s duties and responsibilities changed. She claims these changes caused her career plans to remain with the “Silver Chain”. She lives in a duplex in the suburbs which she bought at the beginning of 1986 of her resignation. This was mailed on Sunday 11 May and received by the respondent on Monday 12 May. The reason given for resignation was lack of job satisfaction with her position as Field Supervisor. No mention was made by Miss K of her medical condition. The effective date of that resignation to be 26 May 1986.

I view this as enabling the Committee to consider cases which are in the ordinary course (like Miss K’s) excluded by the Conditions (see HEU v. St John of God Hospital, Kalgoorlie 61 WAIG 1150 at p. 1152).

In the past this Committee has awarded payment in lieu of pro rata long service leave where it was satisfied that resignation was inevitable in view of the employee’s state of health at the time (see Irvine v. Hon Minister for Health 61 WAIG 1140).

In determining a matter, this Committee is unfettered by the strict rules of law and evidence and therefore in deciding whether a claimant is entitled to the benefit of the leave offered by the Conditions it has a duty to proceed fairly (called in law “the rules of natural justice”). It is fair to ask he who asserts a proposition to establish it and to give he who opposes a proposition a chance to refute it. It is fair also to allow each side to test the information and facts (evidence) put forward by the other side (cross-examination). It is proper for the Committee to form opinions honestly and decide on merit.

It has to be remembered however, that the employer too has some rights under the contract of employment. The consideration of what is fair or unfair, must be taken having regard for the rights of both the employer and the employee. The objective in these cases is always industrial justice and to this end weight must be given in varying degrees according to the requirements of each case to “inter alia” the importance but not the inviolability of the right of the employer to manage his business. In other words, to ensure a fair go all round.

In this case the onus rests upon Miss K to satisfy the Committee that she was unable to continue in her employment with the respondent as a Field Supervisor because of her ill-health.

Miss K is a sole parent supporting a 14-year-old son. She lives in a duplex in the suburbs which she bought at the beginning of 1986 and is paying that off. For those reasons she claims that she needs to have paid employment. Her career plans were to remain with the “Silver Chain”. She was very interested in working in “extended care” and this was the area in which she planned to work.

She had commenced study in the associate diploma in health education but was forced to give up this study when her health deteriorated.

In about June 1985 the “Silver Chain” re-organised its methods of operation. As a result Miss K’s duties and responsibilities changed. She claims these changes caused her position of Field Supervisor to become very stressful.

At the beginning of 1986 the strain which she claims was caused by her onerous duties began to affect her health.

In late January or early February 1986, the Director of Nursing called Miss K into the Director’s office. The Director told Miss K that she was concerned about Miss K’s health. The Director told Miss K that she looked unwell. Miss K told the Director that she did not want to remain in the position of Field Supervisor because she found it too stressful and she desperately needed a change. According to Miss K’s evidence, the Director questioned her quite closely about her feelings. A statutory declaration made by the Director of Nursing and tendered as an exhibit recognised that Miss K was fatigued and appeared to be worried about some minor aspects of her supervisory role”. Apart from admitting to Miss K’s stress, the statutory declaration did nothing to support the employer’s action in this matter. In her letter of 15 May (accepting Miss K’s resignation) the Director said “I do hope that the difficult time you are experiencing at present improves in the near future”.

The Director, according to Miss K, advised Miss K to take a day off occasionally and not let things “get to her”.

Miss K evidenced that the Director of Nursing had on one occasion met with the Field Supervisors and informed them that she was very much aware of the stress which all of the Supervisors were under. She told them that she was very concerned about them but, she believed their work as Field Supervisors would become easier as time went on.
In March 1986 Miss K applied for a transfer within the “Silver Chain” organisation to the position of Liaison, Royal Perth Hospital. This was done, according to Miss K’s evidence, for two reasons. The first, because it was a less stressful position that that of Field Supervisor. The second, because she felt that that position would lead her to the extended care nursing area, which was one of her goals. According to Miss K, the Director of Nursing would not agree to the transfer because Miss K was a good Field Supervisor and the “Silver Chain” “had put a lot of money into (Miss K’s) education”. Further, the Liaison position would have involved a demotion for Miss K, as the Director told her that she (the Director) was not prepared to demote any of her staff.

In the submissions made on behalf of Miss K, the Committee was informed that Miss K applied for (and was granted) three weeks annual leave in April 1986 followed by one week’s unpaid leave. That month’s leave was to enable Miss K to recuperate sufficiently in order to continue working as a Field Supervisor.

At the end of the month’s leave, Miss K was still unwell and as a result consulted her doctor on the Friday (9 May) before the Monday (12 May) on which she was due to resume work.

The doctor advised Miss K to take another three weeks “off work” after which he advised Miss K to take further leave. Miss K rang the employer and advised that she could not return on the Monday and forwarded the doctor’s certificate granting her a further three weeks absence from work.

Miss K wrote a letter of resignation on Friday 9 May, after visiting the doctor. In that letter she described how because she could no longer stand the stresses of her job; she had to resign. However, friends advised her not to admit that the reason for her resignation was her ill-health caused by her inability to cope with stress. That, said her friends, would reflect adversely on her in any application for future employment.

Because of her need for employment, for the reasons described earlier, the advice of her friends persuaded her, after re-writing her resignation several times, to omit any reference to her job related illness in the resignation dated 9 May given to her employer, and to submit instead the reason as being job dissatisfaction. This resignation letter was mailed to the employer respondent on Sunday 11 May.

On Monday 12 May, Miss K was very concerned about the letter she had written and as a result she rang her Union. Advice from the Union was to the effect that in the case of resignation due to ill-health there may be an entitlement to long service leave and in any case it would be unnecessary for Miss K’s doctor to disclose the nature of the illness.

Following this further advice from her Union, Miss K visited her doctor on 14 May and obtained a further medical certificate from him (Exhibit 2). This certificate stated that she was suffering from a chronic medical disorder of such a nature and degree that the doctor considered her immediate resignation was essential.

Armed with the Union’s advice and the doctor’s further certificate, Miss K decided to “come clean” with her employer. Before her resignation took effect on 26 May, she wrote out a new resignation and forwarded it together with the doctor’s certificate to the “Silver Chain” on 16 May.

The employer had an opportunity to reconsider Miss K’s situation with a view to terminating her employment on account of ill-health [Clause 11 (c) of the Conditions] before the resignation took effect but, chose instead to reaffirm its earlier decision to accept the resignation.

On the evidence and submissions presented to the Board, I have no doubt that Miss K was a valued employee of the “Silver Chain”.

The medical certificate dated 14 May left no doubt in the doctor’s mind that she could not continue in her employment. A layman employer is entitled to accept medical opinion on its face value. However, if there was any doubt in the employer’s mind about Miss K’s ability to resume employment then it had the means within the terms of the Conditions to seek another medical opinion (Refer Clause 13).

There is clear evidence that the employer was very much aware of the emotional strain being suffered by Miss K, yet it clearly turned its back on what must be regarded as a clear “cry for help” by one of its valued employees. The phrase used by Miss K’s advocate “nurse until you burst” is, I think, apt in these circumstances to describe the uncaring attitude exhibited by the employer towards Miss K, firstly in denying her a transfer and secondly by accepting her resignation in the face of strong evidence that she was incapable of performing her duties.

Even after Miss K’s resignation took effect, the “Silver Chain” was presented with further medical evidence attesting to her medical condition. A medical certificate dated 16 June 1986 (Exhibit 5) said —

This patient’s medical condition has steadily worsened recently and it is my considered opinion that it is such a degree of severity that her employer would have had no choice but to terminate her employment on medical grounds.

This certificate was tendered to the employer on 17 June but did not influence the employer to alter its decision.

Miss K attended at the hearing of this matter and although momentarily in tears, spoke freely of the circumstances which ultimately led to her decision to resign. That decision, in my opinion, was made under a great deal of emotional stress.

The employer on the other hand did not attend the hearing, choosing instead to present through its advocate an extremely brief statutory declaration which was remarkable for what it did not declare as opposed to what it did declare. It was not suggested to the Committee that the employer was unavailable to give evidence. On the contrary, it was said on the employer’s behalf that —

(there is a typographical error in the transcript)

I have previously given warning of the risks involved when witnesses are not called (see Cleland v. Hon Minister for Health 61 WAIG 1432 at p. 1436).

In the instant case Miss K presented good evidence which was not lessened under cross-examination. Unfortunately (unfortuately that is, in view of my decision, for the respondent), the person who appears to have made the decision to accept Miss K’s resignation did not attend to give evidence. She chose not to do that. Instead, she tendered a very brief statutory declaration.

Whilst it is true that this Committee is not strictly bound by the law of evidence, this should not be held to mean that the Committee would act without evidence. If it was to so act, obvious injustices and insecurities could result. Any decision of this Committee is dependent upon the quality of the relevant evidence produced. So far as I am concerned, this Committee is entitled to be given the best evidence available. Unless the best evidence is presented, then parties must accept the consequences flowing therefrom.

The Committee can only determine the matter on the evidence that is before it. In that respect I can only say having heard Miss K, I accept without any reservation whatever her evidence in this matter. She impressed me as being a very frank and honest witness. I have not the slightest doubt on the evidence before me that the events occurred as she has outlined them. In particular, where her evidence conflicts with that of the statutory declaration of the employer with respect to the cause and degree of stress, I prefer Miss K’s evidence and I must on balance accept the medical practitioner’s written opinion in preference to the employer’s view as to her fitness for normal duties and I must on that basis reach my conclusion.

I think it would be fair to say that this claim was not strenuously resisted by the employer. In saying that, the
The non-appearance of the respondent is not an insignificant factor which I considered, particularly as the respondent was available to give evidence.

In the circumstances one could be forgiven for being guided by what Miss K said, supported by medical opinion, and I do not think the respondent can be heard to complain. I determine this matter on the evidence as given by Miss K.

There is, in my opinion, only one conclusion I can reach in the absence of any substantive evidence from the employer and the unswerving and persuasive evidence of the employee. I consider on balance that Miss K has discharged the onus to show that she was unable to continue her contract of employment on account of ill-health.

Miss K's voluntary resignation is not one of the sets of circumstances embraced by Clause 11. Under those circumstances I can understand that the respondent rejected Miss K's claim. However, in the view I take of the powers of this Committee, I would grant Miss K's claim. I would grant Miss K payment in lieu of long service leave for such proportion of 13 weeks' leave as the number of completed years of service, in this case seven, bears to 10 years, as a special case in view of the extenuating circumstances.

MR HOME: This matter has been brought before the Long Service Leave Appeal Committee pursuant to Clause 14 of the Long Service Leave of the Nurses (Silver Chain Association) Award No. 14 of 1965. That clause states, in part, that "...the conditions contained in the document entitled Long Service Leave Conditions - State Government Wages Employees as consolidated by the Public Service Board in June 1980 and amended in November 1983 shall apply to employees covered by this award..."

That this document was superseded by a General Order of the Western Australian Industrial Relations Commission on 16 December 1985 does not materially affect these proceedings as access to a Long Service Leave Appeal Committee is maintained in the General Order.

The matter relates to a claim by Miss K, a former employee of the Silver Chain Nursing Association, for payment in lieu of pro rata long service leave.

Most facts relating to this matter are not at issue. Miss K commenced employment as a District Nurse with the Silver Chain Nursing Association on 19 February 1979. In 1982 she was appointed to the promotional position of Field Supervisor.

Early in 1986 Miss K advised the Association's Director of Nursing that the demands of her position as Field Supervisor were adversely affecting her health, and she requested a transfer to a less demanding role. This request was not acted upon.

Subsequently, Miss K took three weeks of annual leave and one week of unpaid leave. On 9 May 1986, the Friday before she was due to return to work, Miss K was advised by her doctor that she should take an additional three weeks of sick leave rather than return to work. After having telephoned the Association and advised it accordingly, Miss K reconsidered the matter, and wrote, and forwarded to the Association, a letter of resignation. In this letter Miss K cited lack of adequate time as the reason for her resignation. The resignation was to take effect from 26 May 1986. By letter dated 15 May 1986 the Director of Nursing accepted Miss K's resignation on behalf of the Association.

As a result of discussing her situation with her union, the Royal Australian Nursing Federation, Miss K again wrote to the Association on 16 May seeking to withdraw her original letter of resignation. Without wishing to withdraw the resignation itself, Miss K sought to alter the grounds upon which she had resigned. She stated that she was medically unfit to continue with her work, and that her doctor had confirmed this. A medical certificate to this effect was enclosed. Receipt of the letter was acknowledged by the Association by letter of 20 May, wherein it advised that Miss K's resignation had already been accepted as per previous correspondence.

The Royal Australian Nursing Federation thereafter sought on Miss K's behalf an ex gratia payment equivalent to Miss K's pro rata long service leave entitlement. The long service leave proportionate to her length of service would have been payable had Miss K's employment been terminated by her employer on account of incapacity due to ill health. The Federation asserted that the state of Miss K's health was such that the employer would have been forced to terminate her services had she not resigned. The Association rejected the claim on the grounds that "...insufficient evidence of special or necessitous circumstances has been presented..."

The Federation has now brought the matter before this Appeal Committee, arguing that the circumstances of the case are such that an ex gratia payment for long service leave proportionate to length of service should be granted.

The state of Miss K's health leading up to and subsequent to her resignation is of primary importance to the considerations of the Committee. Several medical certificates from Miss K's doctor, dated 14 May and 16 June 1986, confirm her poor and deteriorating state of health. The Federation was also willing, if necessary, to produce further documentation in this regard. Since there is no evidence which would dispute Miss K's state of health, the Committee was unanimous of the view that production of further details by the Federation was unnecessary.

I am convinced on the material produced and the evidence of Miss K that in medical condition was such that she could not have continued in her position of Field Supervisor. The Association's claim that Miss K was functioning well and that no consideration had ever been given to terminating her employment does not counter this view. The fact that Miss K was still performing her job well appears to have been the Association's only consideration. Her own needs and wishes were largely ignored, and when she finally sought a transfer to a less demanding position, the request was refused.

The Association's Director of Nursing stated by Statutory Declaration submitted to the Committee that Miss K "was fatigued and appeared to be stressed out, perhaps because of some minor aspects of her supervisory role". It is perhaps unfortunate that the Director was not able to appear before the Commission to elaborate upon her perception of Miss K's state of health. However, from the evidence submitted to the Committee, it appears that Miss K's expressions of concern about the stresses she was under received sufficient consideration or understanding.

Miss K gave evidence to the Committee to the effect that she was forced by economic circumstances to work, and that it was her intention to pursue her career in extended care nursing. However the refusal of the Association to accede to her requests for a transfer to a less arduous position made it impossible for her to continue her employment with the Association. I am satisfied on the evidence that the adoption of a different attitude by the Association would have enabled what was clearly a satisfactory employment relationship to have continued.

Miss K's original letter of resignation to the Association stated that the ground for her resignation was that her position no longer gave her job satisfaction. It was argued before the Committee on behalf of the Association that it was on this basis that the employment contract was discharged, and that there was nothing provided to the Association later which was sufficient to persuade it to accept a different basis, that being Miss K's ill health, for the termination of the contract. I accept that the Association had already by its acceptance of the first resignation satisfied this, and that there was no compulsion or obligation on it to
change the basis of the termination. Equally, I accept, however, Miss K’s evidence that she had submitted the reason of lack of job satisfaction in her original letter of resignation for fear that word of her ill health on the “grapevine” would prejudice her future employment prospects.

Although it was under no compulsion to do so, the Association might have been expected to make enquiries or seek further medical opinion in relation to the alleged work-induced ill-health of a valued employee with seven years service. That it chose not to do so, nor to dispute the medical evidence submitted to the Committee, strengthens my conviction that Miss K resigned her employment for reasons of work-related ill-health.

The Federation submitted to the Committee in support of Miss K’s claim a letter from the Western Australian Government Office of Industrial Relations which states that, in the application of the same long service leave conditions as applied to Miss K’s employment, it has made ex gratia payments in cases where an employee resigns for reasons of illness or injury if the employer accepts that termination on the grounds of ill health would have occurred in the near future in any event. Although the principle adopted by the Office of Industrial Relations is the same as that being relied on by the Federation in this instance, I do not believe that the administrative arrangements of one employer have any particular relevance to those of another. The policy of the Office of Industrial Relations on this specific matter therefore cannot be seen to place any obligation on the Silver Chain Nursing Association. Furthermore, the nature of this Committee in examining the specific circumstances of particular claimants does not lend itself to placing weight on the general policies or arrangements which govern such situations elsewhere.

This aside, I believe that the circumstances of this case are such as to warrant the making of an ex gratia payment to Miss K. In reaching this decision I have had regard for her excellent employment record, the changes which have taken place in recent years in the requirements and responsibilities of the position of Field Supervisor, the fact that she had sought and been denied by her employer the opportunity of transferring to a less demanding position, and the apparent disregard or lack of regard by her employer for her assertions as to the deleterious effect upon her health of her performance of, and continuation in, the role of Field Supervisor.

Whilst the award covering Miss K’s employment conveys no entitlement to pro rata long service leave for Miss K, the powers vested in this committee enable it to deal with disputes concerning the application of the long service leave conditions. This particular dispute is one which warrants the exercise of those powers, and I would grant the claim.

MR TRAINER: I agree that the claim should be granted and have nothing further to add.

MR SCAPIN: The unanimous decision of the Committee is that Miss K be paid long service leave for such proportion of 13 weeks’ leave as the number of completed years of service, in this instance seven, bears to 10 years, as a special case in view of the extenuating circumstances.
BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

No. 495 of 1986.

Between Adrian Stewart Derham, Applicant and Tolcons Pty Ltd, Respondent.

Applicant or the Respondent, the Commission, pursuant to the powers conferred on it by the Industrial Relations Act 1979 hereby orders:

That the application be dismissed for want of prosecution.

Dated at Perth this 11th day of November 1986.

(Sgd.) J.A. NEGUS,
Commissioner.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

No. 836 of 1986.

Between Howard Evans, Applicant and Western Switchboards Pty Ltd, Respondent.

Before Mr Commissioner J.A. Negus.

The 11th day of November 1986.

Mr H. Evans appeared on his own behalf.

Mr S. Kenner appeared on behalf of the Respondent.

Reasons for Decision.

THE COMMISSIONER: This is an application pursuant to section 29 of the Industrial Relations Act 1979. The applicant, Mr Howard Evans claims that he was unfairly dismissed from his employment as foreman of the sheet metal workshop by the respondent company, Western Switchboards Pty Ltd.

The applicant gave evidence that he had worked for the respondent company on at least four occasions over a 15 year period. He described how in the latter part of 1983 he had "been forced to resign" from the position of sheet metal foreman as a point of honour. He explained that he had noticed advertisements in the press for a position as Works Manager and his enquiries revealed that it was his own job which was being advertised. He says that he resigned and left the company so as to avoid the "ignominy" of being dismissed.

Mr Evans says that in December 1985 he noted that the respondent company was advertising for sheet metal workers and a competent foreman. He was invited to join the firm again; he attended an interview and expressed his surprise that the company was seeking his services. He says that he reminded a Mr Hooper and expressed his surprise that the company was seeking his area. Mr McQueen to use the old, proven system of scheduling and he had also carried out much of the detailed programming in each section.

Bi-weekly production meetings were held for the purpose of discussing target dates and problems and for reporting progress on all jobs in the pipeline. It seems that problems and bottlenecks were often identified in Mr Evans' area. Mr McQueen says that he recognised aggression in Mr Evans' personality so he tackled the problem with sensitivity by discussing difficulties privately with Mr Evans directly after the meetings. He says that he spent time with Mr Evans on at least a weekly basis and Mr Connors supported that claim from his memory of events. Mr Evans at first suggested that he had never been involved in such discussions, claiming that he always left the meetings as soon as his section report was completed and well before the meetings broke up. He was later less sure of the accuracy of that claim.

Mr McQueen said in evidence that in June he was approached by two tradespersons from Mr Evans' section. They had complained about their foreman and threatened to resign. He persuaded them to stay on with an assurance that he would resolve the situation. He approached the problem with some diffidence it seems because he preferred to avoid an unpleasant confrontation. An approach to Mr McQueen presented the opportunity for changing back to the old scheduling system. Reworking was required of the sheet metal section, so in raising the problem he passed a remark to Mr Evans along the lines of "You will have to lift your game". The response was an angry blow-up from Mr Evans, who stormed out of the room.

Later that day, at Mr Evans' request, the two men met in a vacant office to talk through their problems. The conversation was wide ranging and frank. They got everything off their chests and shook hands at the end to indicate that there was no personal animosity as such. Their respective views of the outcome of this interview are widely divergent.

I have gained the impression that Mr Evans felt that the discussion had cleared the air. He had not persuaded Mr McQueen to use the old, proven system of scheduling but he had made it clear that Mr McQueen was taking on more work than Mr Evans' section was able to complete. Mr Evans was disturbed to learn on 11 August that an advertisement in the weekend press seeking a fabrication supervisor appeared as if it might be referring to his job. He confronted Mr Hooper on the matter but the latter denied any knowledge of such a situation.

On the afternoon of 22 August, Mr Evans says that he was dismissed by Mr McQueen who suggested that it was a problem of management style or clash of personality, that he was a good worker and would be given a top reference. He was unable to see Mr Hooper to discuss the matter.
From Mr McQueen’s viewpoint the interview with Mr Evans only served to confirm his opinion that they would not resolve their differences and that Mr Evans would have to be replaced. He set in train the process of engaging a new foreman; Mr Evans was indeed correct in his suspicions regarding the advertisement. It seems that Mr Hooper had not lied to him because Mr McQueen was engaged in December. There is something distasteful to the powers conferred on it by the Industrial Relations Act 1979 hereby orders —

That the application be dismissed for want of prosecution.

Dated at Perth this 11th day of November 1986.

(Sgd.) J.A. NEGUS,
Commissioner.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.
No. 836 of 1986.
Between Alison Jane Green, Applicant and P. and N.H. Wilkie, Respondent.

Order.

THERE being no appearance for or on behalf of the Applicant or the Respondent, the Commission, pursuant to the powers conferred on it by the Industrial Relations Act 1979 hereby orders —

That the application be dismissed.

Dated at Perth this 28th day of November 1986.

(Sgd.) J.A. NEGUS,
Commissioner.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.
No. 769 of 1986.
Between Peter George Hill, Applicant and Davlo Pty Ltd, Respondent.

Before Commissioner S.A. Kennedy.

The hearing of this matter was on 27 October 1986. Details concerning the application to that date are pertinent. Mr Hill duly filed the application on 13 August 1986 and a declaration of service of it on the respondent the following day. No answer or counter claim was filed by the respondent. Pursuant to the powers conferred on it by the Industrial Relations Act 1979, a conference of the parties was called by way of written notification. The applicant duly presented himself for that conference, it being on 9 October 1986. There was no attendance by the respondent or any agent for the respondent. That being so the conference did not proceed and the matter was listed for hearing and determination on 27 October 1986.

The details of the applicant’s claim are briefly stated. Mr Hill commenced employment with the respondent in January 1986. That employment was as head chef in the establishment known as O’Connor’s Wine Bar. It was, Mr Hill claims, an express term of the contract of employment that when the respondent moved the business to new premises Mr Hill would continue his employment there as executive chef. On 1 August 1986 Mr Hill was dismissed by Mr Andrew Hines for the respondent. In his evidence Mr Hill stated that he had heard rumours that he was not going to be appointed the executive chef at the new premises of O’Connor’s Wine Bar in Outram Street, West Perth and, two days before his dismissal, had asked Mr Hines what the situation was. According to Mr Hill he was told by Mr Hines in the presence of the manageress of the establishment that the rumours were false. Mr Hill’s evidence is that Mr Hines’ explanation of this at the time of dismissal was that it was a business decision based on the need to retain Mr Hill’s services as a chef until the end of the week. The reason for dismissal was given as the belief that Mr Hill would
not be prepared to work under an executive chef. Mr Hill received one week's pay in lieu of notice and pro rata holiday pay at the time of dismissal.

Mr Hill gave evidence that he was unemployed for a period of four weeks. He seeks an order from the Commission declaring that his dismissal from employment by the respondent was unfair and compensation equivalent to three weeks wages minus an amount equivalent to the total unemployment benefits he received during the four weeks he was out of work.

Mr Pickworth, for the respondent, opposed any such order issuing on the grounds that all due contractual entitlements had been paid by the respondent and the applicant's calculations of the total compensation claimed were not understood. Other details of Mr Hill's claims and evidence were not contested by the respondent.

I find that it was an express term of Mr Hill's contract of employment at the time he commenced work for the respondent that he was to occupy the position of executive chef of O'Connor's Wine Bar when it began trading on the new premises in Outram Street, West Perth. Further, I find that this express term was confirmed by the respondent two days prior to the applicant's dismissal. There is no evidence before the Commission that Mr Hill acted in any way or manner in those two days to give cause to the respondent to repudiate that term or to instantly terminate that contract of employment.

The instant nature of that termination deserves comment. As observed in other instances (see 34 WAIG 51) and reiterated in a recent decision in this jurisdiction (64 WAIG 1838), instant dismissal is a drastic step having not only financial implications for the employee but also carrying with it a certain stigma. The right of an employer to effect an instant dismissal is established. That such an action by an employer imposes attendant responsibilities on that employer is a well established principle in this jurisdiction and others. However, as set down in the decision by the Commission in Court Session (59 WAIG 11) the simple act of effecting an instant dismissal by way of a payment in lieu of notice in accordance with the terms of the contract of employment does not of itself raise a barrier to an examination of the circumstances of any such dismissal brought before the Commission, and a finding on those circumstances by the Commission.

After consideration of all before the Commission in this matter I find that the dismissal of Mr Peter Hill by Davlo Pty Ltd on 1 August 1986 was unfair. As already noted the applicant's claim in these proceedings is for compensation and not for reinstatement. That of itself does not pre-empt the Commission from considering an order for reinstatement.

However, in this matter, that consideration has been in the light that Mr Hill has secured other employment in his profession and it has been concluded that reinstatement would not be an appropriate remedy.

Mr Hill's claim for compensation is limited to the loss of income suffered as a result of the period of unemployment following his dismissal. Having regard for the circumstances of the dismissal and all before the Commission I have concluded that the respondent should pay the total amount claimed.

An order reflecting the foregoing will now issue subject to any speaking to the minutes.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.
No. 769 of 1986.
Between Peter George Hill, Applicant and Davlo Pty Ltd, Respondent.

Order.
HAVING heard Mr P.E. Hill on his own behalf and Mr J. Pickworth on behalf of the respondent, the Commission pursuant to the powers conferred on it under the Industrial Relations Act 1979 hereby —
1. Declares that the applicant, Mr Peter Hill, was unfairly dismissed by the respondent, Davlo Pty Ltd on 1 August 1986.
2. Orders that the respondent, Davlo Pty Ltd, pay as compensation to the applicant, Mr Peter Hill, within 14 days of the date of this Order, a sum equivalent to three weeks' pay at the net wage per week he was paid at the time of his dismissal minus any unemployment benefits he received during the period of unemployment following his dismissal.
3. Directs the parties to confer forthwith as to the sum ordered payable in item 2 of this order.

Dated at Perth this 10th day of November 1986.

(Sgd.) S.A. KENNEDY,
Commissioner.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.
No. 943 of 1986.
Between Kath Hudson, Applicant and Richard Taylor, Respondent.

Order.
WHEREAS the applicant today sought and was granted leave by the Commission to withdraw the application, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act 1979 hereby orders —
That the application be withdrawn by leave.

Dated at Perth this 17th day of November 1986.

(Sgd.) S.A. KENNEDY,
Commissioner.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.
No. 471 of 1986.
Between Richard Ishmael, Applicant and Department of Conservation and Land Management, Respondent.

Before Commissioner S.A. Kennedy.
The 12th day of November 1986.

Reasons for Decision.
THE COMMISSIONER: This is an application pursuant to section 29 (b) of the Industrial Relations Act 1979. The applicant Mr Ishmael claims he was unfairly dismissed by the Department of Conservation and Land Management (CALM) on 15 May 1986. He seeks a declaration from the Commission that he was unfairly dismissed and an order that he be paid compensation by the respondent.

This application originally came before the Commission as currently constituted by way of a conference pursuant to powers conferred on the Commission by the Act. The matter, not being settled at that conference, came before the Commission for hearing and determination.
The first question to be answered is whether Mr Ishmael's contract of employment with CALM was for a fixed term. Mr Ritter, appearing for Mr Ishmael, submitted that the contract of employment was for a fixed term of six months and that the dismissal, which occurred before that term expired, was therefore of a summary nature.

Mr Caccamo for the respondent claimed that Mr Ishmael was employed on a weekly basis and that on his dismissal he was paid one week's wages in lieu of notice in accordance with the terms of the contract of employment.

Mr Ishmael commenced employment with the respondent on 28 January 1986 as a forest worker. It was an express term of the contract of employment that the conditions and rates of pay were as laid down in "the current Forestry AWU Award" — that being Award No. 24B of 1965 in this jurisdiction. Subclause (1) of Clause 3.—Contract of Service in that award states, inter alia, that the contract of service shall be weekly. It was also an express term of the contract of employment between Mr Ishmael and CALM that, as stated in the letter of acceptance of that employment signed by Mr Ishmael on 27 January 1986, "the maximum period of employment anticipated is until 25 July 1986 — following the successful completion of a four week probationary period". In my view, there is no ambiguity. The parties acknowledged from the outset that the contract of employment would probably last for no more than six months. There is nothing before the Commission to suggest that there was anything to the effect that the parties agreed that the contract of employment would be for any longer period, including a fixed minimum period of employment. Indeed there is sufficient before the Commission to conclude that Mr Ishmael's employment by CALM as a forest worker was on the same basis as permanent employees in that classification under the award — that is, on a weekly contract. Similarly, I find that his dismissal with payment of one week's wages in lieu of notice and other due entitlements was in accordance with the terms of his contract of employment.

It was stipulated in Mr Ishmael's contract of employment that his duties included work on "scrub control, crop tree protection, fire fighting, recreation site development works and other manual tasks". He was based at the respondent's district headquarters at Dwellingup and was to carry out these duties as one of a gang of six persons under the supervision of an overseer. All six persons were employed under the auspices of a government funded Community Employment Programme (CEP) project which had a maximum life of six months and in condition of such funding that the employer shall undertake to engage persons who have been unemployed immediately prior to such engagement. Mr Ishmael had been unemployed for eight months prior to being engaged by CALM.

The applicant was dismissed by the District Manager, Mr Kevin Vear, on 15 May 1986. Immediately prior to his dismissal Mr Ishmael and the other members of his gang at the time were employed at a place known as Icy Creek some distance from Dwellingup. They were under the supervision of Mr Keith Harris who had been appointed overseer of the gang to an ashing capacity and were engaged in manual labour on recreation facilities.

The immediate events leading to the dismissal occurred on the day prior to it. Only some of the detail of those events is agreed between the parties. They do agree that on the morning of 14 May 1986 the gang, under the supervision of the acting overseer Mr Harris, arrived at the work site at Icy Creek; that some of the members of the gang commenced work on some window frames at a point away from where the vehicles were parked; that the others, who included Mr Ishmael, Mr Ralph Staines, Ms Heather Stewart and one other, were told by Mr Harris to start the cement mixer without some of the ingredients, was met with unwarranted and personally offensive remarks which Mr Ishmael could not recall. According to Mr Harris, he pushed Mr Harris in the back as hard as he could at all those who had not complied with his direction, i.e. Mr Keith Harris; that some of the pre-requisites for the mix such as sand and blue metal were readily available. Implements such as shovels and a wheelbarrow were also available. The evidence is that Mr Harris queried why the work had not commenced. It is likely he swore and he was certainly critical. Mr Harris claims that Mr Harris's criticism was directed at him, and was therefore abusive. Mr Harris claims that his attempt to explain the failure to comply with the direction, namely that there was not much sense of the ingredients, was met with unwarranted and personally offensive remarks which Mr Ishmael could not recall. According to Mr Harris, he pushed Mr Harris in the back as hard as he could in a reflex action whereupon Mr Harris started poking him in the chest and shouting "on the dole, one the dole" a number of times.

The evidence of Mr Harris is somewhat different. First, and this is supported by other evidence before the Commission, he claims his original criticism was directed at all those who had not complied with his direction, i.e. it was not confined to Mr Ishmael. Second, he claims he did not nudge Mr Ishmael but that Mr Ishmael shoved him at least twice on the chest. It was this action, according to Mr Harris, which was the cause of his reporting Mr Ishmael because it was a fundamental and well established rule in CEP that physical assaults during working hours were not tolerated.

The applicant alleges that Mr Harris's attitude to him on 14 May 1986 was an extension of what, was, effectively, discrimination against him over the whole period of his employment with the exception of the first month and a number of incidents allegedly displaying this victimisation were raised in his evidence. Suffice it to say that I am not convinced that Mr Harris committed any victimisation at any stage of his employment, including the day in question, 14 May 1986. Nor am I convinced that the language used by Mr Harris was such that, in the context of the particular work environment, it was unusual.

In my opinion, the questions to be answered in determining whether or not Mr Ishmael's dismissal was fair may be confined to the events concerning the altercation.
and its aftermath. Further, the events of the altercation may, in my opinion, be narrowed to the question of physical assault.

On the evidence before me I have concluded that Mr Ishmael did shove Mr Harris, that this shove was probably as hard as he could effect and that its consequence could have been serious. Further, I have concluded that there is insufficient evidence before the Commission to find that Mr Harris of his own volition had any physical contact of any significance with Mr Ishmael at any stage.

While I regard Mr Ishmael's action as having the potential for serious consequences that, in my view, needs to be considered in the context of other factors. These include the frequency of such action, the degree of seriousness of it on this occasion, its consequences and the contract of employment. The evidence is that Mr Ishmael's action in shoving Mr Harris was limited to that day and that there were no serious physical consequences. Indeed, having the opportunity to observe both Mr Ishmael and Mr Harris in the witness box, I can say that that fact is not surprising given that Mr Ishmael could be described as slightly built and Mr Harris as a big man. But that observation does not dispose of the conclusion that Mr Ishmael's action was one which could have had serious consequences then, and if repeated on other occasions.

The question becomes whether it was sufficient to dismiss him. It is clear that it was the action of shoving that convinced Mr Year that dismissal was warranted. In this he appears to have been guided by two factors. One was that the person making the report, Mr Harris, was a permanent employee of some 21 years standing and a person whom Mr Year regarded as "very steady". The other, and much more important factor, was the long established principle that fighting or physical altercations during working hours are not tolerated by CALM. Indeed, the degree to which this is established in the permanent workforce of the respondent is probably evidenced by Mr Harris's action in reporting Mr Ishmael on this occasion. The respondent's reasons for this principle were advanced by Mr Year as considerations of safety in the light of working conditions involving heavy equipment, isolation, bushfire control and other factors. In the circumstances, it is a "rule" which appears not only proper but prudent.

But in this instance there are two circumstances which bear further examination. The first is the matter of Mr Ishmael's opportunity to put his side before dismissal was effected. The second concerns the degree of knowledge of the established rule Mr Ishmael had, or could have reasonably been expected to have.

Mr Year's decision to dismiss Mr Ishmael was taken without hearing Mr Burton had heard from Mr Ishmael and it was he who referred Mr Harris's complaint to the District Manager. In evidence Mr Year stated that, with hindsight, it would have been "fairer" if he had heard Mr Ishmael's side of events before deciding to dismiss him. Of course this statement cannot of itself be construed as an admission or acknowledgement that the dismissal was unfair. I accept that Mr Year's action was motivated by confidence in Mr Harris and Mr Burton and a concern that his decision not be prejudiced by Mr Ishmael commencing work the following day. But the fact remains that when Mr Ishmael was interviewed by Mr Year on 15 May 1986 the decision to dismiss him had been made the previous day.

The second circumstance is the more important. There is no evidence before the Commission that Mr Ishmael was aware of the respondents "well-established" rule regarding physical contact. According to Mr Year there was no explicit direction on the matter but he believed the rule was common knowledge among the workforce because of, at the least, peer group pressure. That may well be the case with the permanent workforce and in instances where a new employee joins an existing gang of workers. But in this instance, all the members of the gang had been employed a relatively short time on a temporary basis. Mr Ishmael's "peers" may well have been unaware...
BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.
No. 636 of 1986.
Between Anthony Arthur Jennings, Applicant and Skippers Transport Pty Ltd, Respondent.

Order.
WHEREAS the applicant today sought and was granted leave by the Commission to withdraw the application, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act 1979 hereby orders —
That the application be withdrawn by leave.

Dated at Perth this 27th day of November 1986.
(Sgd.) S.A. KENNEDY,
Commissioner.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.
No. 691 of 1986.
Between Wayne Rodney Jones, Applicant and Arthur Murray School of Dancing, C/- G. and J. Reely School of Dancing, Respondent.

Order.
WHEREAS the applicant today sought and was granted leave by the Commission to withdraw the application, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act 1979 hereby orders —
That the application be withdrawn by leave.

Dated at Perth this 27th day of November 1986.
(Sgd.) S.A. KENNEDY,
Commissioner.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.
No. 834 of 1986.
Between Jongkoo Kang, Applicant and M.B. Whally, Respondent.

Order.
WHEREAS the applicant today sought and was granted leave by the Commission to withdraw the application, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act 1979 hereby orders —
That the application be withdrawn by leave.

Dated at Perth this 24th day of November 1986.
(Sgd.) S.A. KENNEDY,
Commissioner.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.
No. 674 of 1986.
Between Darryl Knight, Applicant and Summit (Home Improvements) Constructions, Respondent.

Order.
The Commission, pursuant to the powers conferred on it under the Industrial Relations Act 1979 hereby orders —
That the application be dismissed for want of prosecution.

Dated at Perth this 26th day of November 1986.
(Sgd.) S.A. KENNEDY,
Commissioner.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.
No. 413 of 1985.
Between Mitchell Kubes, Applicant and Tern Minerals NL, Respondent.

Order.
THERE being no appearance for or on behalf of the Applicant or the Respondent, the Commission, pursuant to the powers conferred on it by the Industrial Relations Act 1979 hereby orders:
That the application be dismissed for want of prosecution.

Dated at Perth this 11th day of November 1986.
(Sgd.) J.A. NEGUS,
Commissioner.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.
No. 763 of 1985.
Between Derek Marklew, Applicant and Riverton Engineering Co, Respondent.

Order.
THERE being no appearance for or on behalf of the Applicant and having heard Mr M. Crofts on behalf of the Respondent, the Commission, pursuant to the powers conferred on it by the Industrial Relations Act 1979 hereby orders:
That the application be dismissed for want of prosecution.

Dated at Perth this 11th day of November 1986.
(Sgd.) J.A. NEGUS,
Commissioner.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.
Nos. 530 and 531 of 1986.
Between John Milthorpe and Cher Milthorpe, Applicants and Russell Roberts, Respondent.

Order.
WHEREAS the applicants today sought and were granted leave by the Commission to withdraw the application, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act 1979 hereby orders —
That the applications be withdrawn by leave.

Dated at Perth this 11th day of November 1986.
(Sgd.) S.A. KENNEDY,
Commissioner.
BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.
No. 784 of 1985.
Between Andrew John Morton, Applicant and West Australian Newspapers Limited, Respondent.

Before Mr Commissioner J.A. Negus.

The 14th day of November 1986.

Mr A.J. Morton appeared on his own behalf.
Mr C.D. Stanley appeared on behalf of the Respondent.

Reasons for Decision.

THE COMMISSIONER: This is an application pursuant to section 29 of the Industrial Relations Act 1979. The applicant, Mr Andrew Morton claims that he was unfairly dismissed from his employment by the respondent company and he seeks an order for payment of pro rata long service leave and a portion of the employer's contribution to the staff superannuation fund.

The question of the Commission's power to order payment from a superannuation fund was raised by Mr Stanley on behalf of the respondent company. In light of my decision on the prime question of unfair dismissal, I have not addressed my mind to the superannuation issue.

Mr Morton worked as a driver in the motor pool at WA Newspapers. It appears that he suffered some health problems associated with his eyes and some correspondence ensued between the respondent's medical adviser and a specialist ophthalmologist who was treating Mr Morton.

Although Mr Morton is legally able to hold a driver's licence, the company decided that his medical problems were such that he should not continue in the motor pool.

Discussions took place between Mr Morton and Mr G. Kay, a personnel supervisor employed by the respondent company. Mr Kay gave evidence at the hearing of his numerous conversations with the applicant concerning continuing employment at WA Newspapers. It was mutually agreed that Mr Morton should cease working in the motor pool and that Mr Kay would attempt to relocate him in a position that he found suitable. Problems arose from the definition of "suitable".

Mr Morton was first transferred to the advertising department where he tried two positions but neither worked out satisfactorily. He was required to scan computer printouts under bright lights and this exacerbated his vision problem. His performance was so unsatisfactory that the departmental manager recommended that he be dismissed (Transcript — Exhibit A). Mr Kay says that there was no question of dismissing Mr Morton; the task was to find a suitable position for him. He was offered a cleaning job but refused it, presumably on the grounds that it was beneath his dignity.

Two positions were identified as being acceptable to Mr Morton, one in the stores section and another as a copy runner. Unfortunately neither of those positions has become vacant. He participated in a selection test for a position as publishing hand but many others performed better on the test. He was offered a job in the machine room but refused because he considered it dangerous to work among so much moving machinery.

At length Mr Morton was placed in supervisory position in the mail room where Mr Kay insists there is much to do and some nine messengers to supervise. Mr Morton found the job to be "non-existent and soul destroying" because he said there was no work to do. There was an interview with Mr Kay who pleaded with him to give the position a fair trial because there was nothing else available at the time.

Mr Morton adopted the view that he was being given an ultimatum; that he must return to the mail room or be dismissed. He resigned from the company and was paid an ultimatum; that he must return to the mail room or be dismissed. He resigned from the company and was paid

Following a suggestion from the Commission, the respondent company offered to reinstate him without loss of continuity either in the mail room or as a cleaner. He would thus have the opportunity to serve out the time required to gain the Long Service Leave and superannuation payments which were the subject of his application to the Commission. He rejected both offers and requested that the matter be brought on for hearing.

Mr Stanley submitted that the respondent company had no case to answer and on the evidence presented I must agree with his submission. The employer treated Mr Morton with patience and consideration and his response was unreasonable in the circumstances. I find that he terminated his contract of employment entirely of his own volition and his application must therefore be dismissed.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.
No. 784 of 1985.
Between Andrew John Morton, Applicant and West Australian Newspapers Limited, Respondent.

[Order.

HAVING heard Mr A.J. Morton on his own behalf and Mr C.D. Stanley on behalf of the respondent, the Commission pursuant to the powers conferred on it under the Industrial Relations Act 1979 hereby orders —

That the application be dismissed.

Dated at Perth this 20th day of November 1986.

[L.S.] (Sgd.) J.A. NEGUS,
Commissioner.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.
No. 701 of 1986.
Between Simon Norris, Applicant and Geo-Maxim Australia Pty Ltd, Respondent.

[Order.

THE Commission, pursuant to the powers conferred on it under the Industrial Relations Act 1979 hereby orders —

That the application be withdrawn by leave.

Dated at Perth this 13th day of November 1986.

[L.S.] (Sgd.) S.A. KENNEDY,
Commissioner.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.
No. 611 of 1986.
Between Brian Daniel Powell, Applicant and Karratha International Motel Pty Ltd, Respondent.

[Order.

WHERAS the applicant sought and was granted leave by the Commission to withdraw the application, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act 1979 hereby orders —

That the application be withdrawn by leave.

Dated at Perth this 5th day of November 1986.

[L.S.] (Sgd.) S.A. KENNEDY,
Commissioner.
BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.
Nos. 455 and 461 of 1986.


Order.

THESE applications having been joined by consent of the parties and the Commission, pursuant to the powers conferred on it under the Industrial Relations Act 1979, being satisfied that the parties have reached full and final settlement in the matters, hereby orders —

That the application be dismissed.

Dated at Perth this 17th day of November 1986.

(Sgd.) S.A. KENNEDY,
Commissioner.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.
No. 385 of 1986.

Between Bryan Patrick Shanahan, Applicant and Regal Tower Pty Ltd trading as Marble Bar Liquor and General Store, Respondent.

Before Commissioner S.A. Kennedy.
The 25th day of November 1986.

Mr B. Shanahan appeared on his own behalf.
Mr G.P. O’Brien (of Counsel) appeared for the respondent.

Reasons for Decision.

THE COMMISSIONER: This is an application brought pursuant to section 29 (b) (ii) of the Industrial Relations Act 1979. The applicant Mr Bryan Shanahan claims he has not been allowed by the respondent, Regal Towers Pty Ltd, a benefit to which he is entitled under his contract of service. The respondent denies the claim.

This matter was originally before the Commission as currently constituted by way of a conference convened pursuant to section 32 of the Act. The matter, not being settled at that conference, or subsequently, was heard on 20 October 1986.

The contract of employment between Mr Shanahan and Regal Towers Pty Ltd, trading as Marble Bar General and Liquor Store was for the period from 15 October 1985 to 8 November 1985. That contract was established by Mr Shanahan and his wife with Mr Rex Cooper, to leave Marble Bar for a period of approximately four weeks. The benefits to Mr and Mrs Shanahan arising under the contract were to be a total of $350 gross per week; travel and lodging free of charge; the costs of return travel by bus between Marble Bar and Perth; and the use of a vehicle during the period of employment. Shortly after Mr and Mrs Shanahan commenced working at Marble Bar, it was agreed between Mr Shanahan and Mr Cooper that Mr and Mrs Shanahan would receive $500 gross per week for their services in lieu of the $350 gross per week. The circumstances of this change are gone into subsequently.

Mr Shanahan claims that while in Marble Bar he carried out weather observations as an observer duly authorised by the Bureau of Meteorology, Western Australian Regional Office, hereinafter the Bureau. The evidence is that the Bureau requires such observations to be made every three hours in every 24 hours of every day. There is no question the applicant did carry out such observations in the period being claimed for and that such observations were duly conveyed to the Bureau. However, he received no payment for such observations from the Bureau. Mrs Cooper did. The total sum involved is $923.50 gross. Mr Shanahan’s claim against the respondent is for this sum.

According to Mr Shanahan the matter of carrying out the observations was raised by Mr Cooper at the initial interview with Mr and Mrs Shanahan. It was raised in the context that Mrs Cooper had a contract of service with the Bureau to carry out such observations and that this was an impediment to any plans for holidays. And it turned out that impediment was effectively removed at this time by the fact that Mr Shanahan was experienced in carrying out such observations and subsequently secured the approval of the Bureau to do so in Marble Bar for the duration of his contract with the respondent.

It is clear from the proceedings in this matter that at all times prior to and throughout the period of the contract of employment between Mr and Mrs Shanahan and the respondent, Mr Shanahan believed that payment for the observations he undertook would be made to him directly by the Bureau.

In my view this was a reasonable assumption for a number of reasons. The most compelling of these arises from the attendance by Mr Shanahan on the Bureau in order to secure approval for carrying out weather observations. He was so approved and, it appears, authorised to receive payment from the Bureau and supplied information to the Bureau to enable payment to be effected.

Mr Shanahan’s claim against the named respondent in these proceedings arose in the following circumstances. In February 1986 he approached the Bureau for payment for the observations he had undertaken. He was advised that the payment of $923.50 gross had already been made to Mrs Cooper; that the Bureau’s contract was with Mrs Cooper; that it was open to Mrs Cooper to have official “helpers”; and that any claim he had was against Mrs Cooper.

Subsequently the applicant lodged this claim for $923.50 gross against the respondent. The respondent denies there is any benefit due for carrying out the observations. According to the answers filed by the respondent and the submissions on its behalf in the proceedings it was the view of the respondent that the terms agreed between the respondent and Mr and Mrs Shanahan encompassed all benefits for all services performed under the contract of employment, including the observations, and that these benefits had been duly received by the applicant and his wife.

According to Mr Shanahan the figure of $350 per week for the services of himself and his wife had been suggested by him at the interview with Mr Cooper and had been arrived at by simple reference to the terms of their then employment as relieving managers. Put plainly, Mr Shanahan expected the job at Marble Bar to be comparable with his existing employment and suggested comparable terms. These were accepted by the respondent. But, according to Mr Shanahan, the jobs were not comparable in that the work at Marble Bar was much more onerous than he and his wife had expected, particularly in respect of hours. The evidence is that the Marble Bar General and Liquor Store is open every day of the week for a total of 59 hours per week. Shortly after commencing work at Marble Bar Mr Shanahan raised these views with Mr Cooper in a telephone conversation. The parties agreed that the original sum of $350 gross per week to be paid to Mr and Mrs Shanahan would be varied to a total of $500 gross per week. This was equivalent to $250 gross per week to each.

I have no doubt that Mr Shanahan entered into and completed his contract of employment with the respondent in the belief that all the benefits arising were solely from the services as relieving managers that he and
his wife were to perform for the respondent. Further, I have no doubt that he carried out the weather observa-
tions in the belief that these duties were not part of the contract of employment with the respondent at all but were part of a contract of employment between himself and the Bureau of Meteorology.

The jurisdiction of the Commission in matters brought before it under section 29 (b) (ii) of the Act is judicial. It is not arbitral. Thus it is limited to the ascertainment of contractual rights and benefits, not being benefits under an award or order, to which the employee is entitled under his contract of employment with the respondent against which the claim is made.

From the foregoing it is clear that Mr Shanahan's claim against the respondent cited in this matter cannot succeed. An order reflecting this decision will now issue.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.
No. 385 of 1986.
Between Bryan Patrick Shanahan, Applicant and Regal Tower Pty Ltd trading as Marble Bar Liquor and General Store, Respondent.

Order.
HAVING heard Mr B. Shanahan the applicant, on his own behalf and Mr G.P. O’Brien (of Counsel) on behalf of the respondent the Commission, pursuant to the powers conferred on it under the Industrial Relations Act 1979 hereby orders —
That the application be dismissed.
Dated at Perth this 25th day of November 1986.

(Sgd.) S.A. KENNEDY, Commissioner.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.
Between Kevin George Smith, Applicant and Allied Insurance Brokers Pty Ltd, Respondent.

Order.
The matter having been settled between the parties, I the undersigned Commissioner pursuant to the powers conferred on me under the Industrial Relations Act 1979 hereby orders —
That the application be withdrawn by leave.
Dated at Perth this 6th day of November 1986.

(Sgd.) S.A. KENNEDY, Commissioner.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.
No. 897 of 1986.
Between Nicholas John Stick, Applicant and the Ansett International Hotel, Respondent.
BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

No. 325 of 1986.

Between Kenneth George Winder, Applicant and Aboriginal Medical Service, Respondent.

Order.

HAVING heard Mr A. Godecke (of Counsel) on behalf of the applicant and Mr J.A. Chaney (of Counsel) on behalf of the respondent, the Commission pursuant to the powers conferred on it under the Industrial Relations Act 1979 hereby orders —

That the application be dismissed for want of prosecution.

Dated at Perth this 25th day of November 1986.

[L.S.]

(Sgd.) S.A. KENNEDY,
Commissioner.

CONFERENCES —

Matters arising out of —

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.


In the matter of the Industrial Relations Act 1979 and in the matter of a conference held pursuant to section 44 of the said Act between the Amalgamated Metal Workers and Shipwrights Union of Western Australia, Applicant and Coverall Sheet Metal, Respondent.

Order.

WHEREAS a conference was held in Perth on the 13th day of November 1986, pursuant to section 44 of the Industrial Relations Act 1979; and whereas an agreement was reached between the abovenamed parties at the said conference; now therefore, I, the undersigned, being satisfied that the agreement conforms with the Principles enunciated by the Commission in Court Session in matter No. 261 of 1986, and pursuant to the powers conferred under the said Act, do hereby order:—

That, notwithstanding the provisions of the Building Trades (Construction) Award 1979 as amended, members or persons eligible to be members of the applicant union who are employed on the “Newspaper House” project at Herdsman shall be paid a site allowance of $1.40 for each hour worked in lieu of payments for dirty work, wet underfoot, confined space, fumes and the handling of secondhand timber.

This Order shall take effect as from the 8th day of September 1986 and shall terminate on completion of the project.

Dated at Perth this 13th day of November 1986.

[L.S]

(Sgd.) J.A. NEGUS,
Commissioner.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.


In the matter of the Industrial Relations Act 1979 and in the matter of a conference held pursuant to section 44 of the said Act between the Master Builders’ Association of Western Australia (Union of Employers), Perth, Applicant and Building Trades Association of Unions of Western Australia (Association of Workers), Respondent.

Order.

WHEREAS a conference was held in Perth on the 13th day of November 1986, pursuant to section 44 of the Industrial Relations Act 1979; and whereas an agreement was reached between the abovenamed parties at the said conference; now therefore, I, the undersigned, being satisfied that the agreement conforms with the Principles enunciated by the Commission in Court Session in matter No. 261 of 1986, and pursuant to the powers conferred under the said Act, do hereby order:—

That, notwithstanding the provisions of the “Newspaper House” project on the corner of Colin Street and Ord Street in West Perth shall be paid a site allowance of $1.00
BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

Between Western Australian Meat Commission, Applicant and West Australian Branch, Australasian Meat Industry Employees' Union, Industrial Union of Workers, Perth, Respondent.

Order.
HAVING heard Mr B. Arlow on behalf of the applicant and Mr J. Gerritsen on behalf of the respondent in conference on 20 October 1986 and on 7 November 1986 the Commission, pursuant to the powers conferred on it under the Industrial Relations Act 1979 and by consent, hereby orders —

That the Robb Jetty Labourers Incentive Order No. 693 of 1984 be varied in accordance with the following Schedule with effect from the date hereof.

Dated at Perth this 11th day of November 1986.

(Sgd.) J.F. GREGOR,
Commissioner.

Schedule.

1. Clause 3: Renumber Clause 3 (a) as 3 (a) (i) and at the end of subclause 3 (a) (i) add the following words: up to a maximum of 100 per man per day.

2. Clause 3: Insert new subclause 3 (b) (i):
When the Western Australian Meat Commission requires the kill to exceed 100 per slaughterman per day an incentive of $1.00 will be paid for each lamb, sheep or goat slaughtered in ordinary hours in excess of 100 per man per day. This incentive to be pooled and divided equally amongst the following specifically for the purpose of carrying out the additional kill as required by the Western Australian Meat Commission on any given day.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.

In the matter of the Industrial Relations Act 1979 and in the matter of a conference held pursuant to section 44 of the said Act between the Federated Miscellaneous Workers' Union of Australia, Hospital, Service and Miscellaneous, WA Branch and the St John Ambulance Association in WA (Incorporated).

Order.
WHEREAS a conference between representatives of the aforesaid parties was held in Perth on the 30th day of July and the 23rd day of October 1986, pursuant to section 44 of the Industrial Relations Act 1979; and whereas an agreement was reached between the above-named parties at the said conference; now therefore, I, the undersigned Commissioner of the Western Australian Industrial Relations Commission, being satisfied that the terms of the agreement conform with the Principles enunciated by the Commission in Court Session in General Order matter No. 261 of 1986 of the 9th day of July 1986 do hereby pursuant to the powers conferred on me under the said Act make the following Order in the terms of that agreement, that is to say:

1.—Title.
This Order shall be known as the "Ambulance Service Communication Centre Employees' Order 1986".

2.—Arrangement.
1. Title.
2. Arrangement.
4. Term.
5. Contract of Service.
6. Acting Appointments and Relieving.
8. Overtime.
10. Shift and Weekend Penalties.
11. Uniforms.
15. Long Service Leave.
16. Payment of Wages.
17. Wage Record.
18. Union Interviews.
20. Compassionate Leave.
21. Special Leave.
22. Court Service.
25. Maternity Leave.

3.—Scope.
This Order shall apply to employees engaged in the classifications mentioned in Clause 9.—Wages of this Order and who are employed by the St John Ambulance Association in WA (Incorporated) to work within its Ambulance Service Communications Centre.

4.—Term.
This Order shall be for a period of two years as from the beginning of the first pay period commencing after the 23rd day of October 1986.

5.—Contract of Service.
(1) The contract of service shall be fortnightly and shall be terminable by two weeks' notice, or by the payment or forfeiture of two weeks' pay in lieu of such notice, on either side.
(2) The provisions of subclause (1) of this clause do not affect the employer's right to dismiss for misconduct and an officer so dismissed shall be entitled to wages up to the time of dismissal only.

6.—Acting Appointments and Relieving.
(1) An officer may be appointed in an acting capacity to fill a vacant appointment for a period not exceeding six months.
(2) An officer may be appointed to relieve another officer in a higher classification when such officer is absent on leave, illness or other temporary absence.
(3) An officer who is authorised to assume acting or relieving duties of a higher classification shall be paid at the rate applying to the position for the time so worked.

(4) Where annual leave or sick leave falls due within or immediately following the period of relief duty, the higher rate of pay shall be extended to annual leave, long service leave and/or sick leave.

(5) An officer shall not suffer any reduction of pay caused by the relief of another officer.

(6) Applications shall be called by the employer for all appointments.

7.—Hours of Duty.

The ordinary hours of duty shall be 38 per week, worked in shifts not exceeding eight hours duration each. These shifts shall be arranged in a roster, by the employer, after consultation with the officers.

No roster will require an officer to work more than six consecutive shifts.

8.—Overtime.

(1) Except as otherwise provided herein any work done outside the ordinary hours prescribed in Clause 7.—Hours of Duty of this Order shall be deemed overtime and shall be paid for at the rate of double time.

(2) In the calculation of overtime each day shall stand alone.

(3) (a) Subject to the provisions of this clause an officer who is required to continue working after the usual ceasing time for more than one hour shall be supplied with a meal by the employer or be paid $4.00 for a meal.

(b) Where the amount of overtime worked necessitates more than one meal, the employer shall supply each such additional meal or pay to the officer $4.00 for each such additional meal. The officer shall be entitled to the additional meal or meal allowance after each four hours.

(c) For the purpose of paragraphs (a) and (b) of this subclause, the continuity of work shall not be deemed to have been interrupted by any meal break allowed.

(4) The provisions of subclause (3) of this clause shall not apply in respect of any period of overtime for which the officer has been notified on the previous day or earlier that the officer will be required.

(5) An officer recalled for duty outside the normal rostered hours shall be paid at overtime rates for a minimum of three hours.

(6) Period After Overtime

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

(b) An officer who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that the officer has not had at least eight consecutive hours off duty between those times shall, subject to this subclause, be released after the completion of such overtime until the officer has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If, on the instruction of the employer, such officer resumes or continues work without having had such eight consecutive hours off duty the officer shall be paid at double time until released from duty for such period.

The officer shall then be entitled to be absent eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

9.—Wages.

The minimum rate of weekly wage for officers covered by this Order shall be as follows:

(1) (a) Communications Officer: $131.94
    1st year of employment

(b) Senior Communications Officer:
    1st year of employment $352.57

(2) Where casual officers are employed, they shall be paid at the rates prescribed in paragraph (a) of subclause (1) of this clause, as applicable to first year of employment, plus 20 per cent. Any casual officer shall only be employed for periods of less than two weeks duration.

10.—Shift and Weekend Penalties.

(1) A loading of 15 per cent shall be paid for all time worked on an afternoon shift or a night shift as defined hereunder:

(a) Afternoon shift — commencing at or after 12 noon but before 6.00 p.m.

(b) Night shift — commencing at or after 6.00 p.m. but before 7.00 a.m.

(2) All ordinary hours worked between 12 midnight Friday and 12 midnight Sunday shall be paid at the rate of time and one-half.

(3) Overtime on shift work shall be paid, based on the rate payable for shift work, and calculated on hours worked on each day falling within the agreed roster.

11.—Uniforms.

Each officer shall be provided with a uniform issue on the following basis:

(1) Male:
    Initial Issue:
    1 Jacket
    3 Uniform trousers
    2 Uniform shorts (*if not required an extra pair of trousers will be issued)
    4 pair Walk socks — blue/grey (*if shorts supplied)
    1 First aid kit
    2 Name badges
    1 Hole-in-all bag
    1 pair Shoes — black
    6 pair Socks — black
    1 First aid kit
    2 sets Epaulettes
    4 small Buttons
    1 Trouser belt
    1 Jumper — blue
    1 Trousers and 1 Shorts
    2 Blue ties
    1 Trouser belt
    2 sets Epaulettes
    4 small Buttons

The basis of replacement of these items shall be as follows:

Annually:
    2 Trousers or
    1 Trousers and 1 Shorts
    4 Shirts with roundells
    4 pair Walk socks — blue-grey (*if shorts supplied)

As Necessary:
    Jacket
    Jumper — blue
    Shoes
    Tie
    Name badge
    Belt
    Hold-all bag
    First aid kit
    Epaulettes

First aid kit
    Epaulettes

(2) Senior Communications Officer:
    1st year of employment $352.57

(b) Night shift — commencing at or after 6.00 p.m. but before 7.00 a.m.

(2) Where casual officers are employed, they shall be paid at the rates prescribed in paragraph (a) of subclause (1) of this clause, as applicable to first year of employment, plus 20 per cent. Any casual officer shall only be employed for periods of less than two weeks duration.
Any damaged item of uniform will be replaced as required, irrespective of annual issue.

(2) Female:
   Initial Issue:
   3 Navy blue skirts
   1 Navy blue slacks (*if not required an extra skirt will be issued)
6 Shirts with roundels
1 Navy blue jumper
1 Navy blue jacket
1 Sleeveless jumper
Shoes ($60.00) reimbursement
2 Name badges
1 First aid kit
1 Hold-all bag
Stockings ($20.00) reimbursement
2 sets Epaullettes
4 small Buttons

The basis of replacement of these items shall be as follows:

   Annual Issue:
   2 Skirts or 1 slacks and 1 skirt
   4 Shirts with roundells
   Stockings ($20.00) reimbursement

   As Necessary:
   Jumper
   Jacket
   Shoes ($60 reimbursement)
   Name badge
   First aid kit
   Hold-all bag
   Epaullettes

Damaged items of uniform will be replaced as required, irrespective of annual issue.

12.—Annual Leave.

(1) Except as hereinafter provided, a period of four consecutive weeks' leave with payment of ordinary wages as prescribed shall be allowed annually to an officer by the employer after a period of 12 months' continuous service with the employer.

(2) (a) In addition to the entitlement prescribed in subclause (1) of this clause, a seven day shift officer shall receive one week's leave for being regularly rostered to work on Sundays and public holidays and a further week's leave in lieu of public holidays falling on rostered days off.

(b) Where an officer with 12 months' continuous service is engaged for part of a qualifying 12 monthly period as a seven day shift officer, the officer shall be entitled to have the period of annual leave to which the officer is otherwise entitled under this clause increased by one-sixth of a week for each completed month continuously so engaged.

(3) If any order holiday falls within an officer's period of annual leave and is observed on a day which in the case of that officer 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, but this subclause shall not apply to a seven day shift officer.

(4) After one month's continuous service in any qualifying 12 monthly period an officer whose employment terminates shall be paid, in respect of each completed month of continuous service in that qualifying period, one-third of a week's pay at the officer's ordinary rate of wage with the exception of seven day shift officers who shall be paid half of a week's pay for each completed month of service in that qualifying period.

(5) Any time in respect of which an officer is absent from work except time for which the officer is entitled to claim sick pay or time spent on public holidays, annual leave, or long service leave as prescribed by this order shall not count for the purpose of determining the officer's right to annual leave.

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

(7) (a) An officer who, at the commencement of annual leave, has an entitlement to payment for non-attendance on the grounds of personal ill-health for not less than 38 hours under the provisions of Clause 14.—Absence Through Sickness of this Order and who, within 14 days of resuming work produces to the employer a certificate from a qualified medical practitioner that during annual leave the officer was confined to home or to a hospital for a period of at least seven consecutive days for a reason which, if the officer had not been on annual leave, would have entitled the officer to payment under the provisions of the said Clause 14.—Absence Through Sickness of this Order shall be deemed to be absence from work through sickness for so much of that period as the officer would otherwise have been entitled to payment under that clause.

(b) An officer to whom paragraph (a) of this subclause applies shall take the period deemed to be absence through sickness as annual leave at a time convenient to the employer but on ordinary pay, without the loading prescribed in subclause (8) of this clause.

(8) During a period of annual leave an officer shall be paid a loading of 17.5 per cent calculated on the officer's ordinary wage as prescribed or shift penalties where applicable, whichever is the greater.

13.—Public Holidays.

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

   Provided that another day may be taken as a holiday by arrangement between the parties in lieu of any of the days named in this subclause.

(b) Where Christmas Day or New Year's Day falls on a Saturday or a Sunday such holiday shall be observed on the next succeeding Monday and where Boxing Day falls on a Saturday 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 and the Saturday and Sunday deemed an ordinary weekend.

(2) Where —

   (a) a day is proclaimed as a public holiday or as a public half holiday under section 7 of the Public and Bank Holidays Act 1972; and

   (b) that proclamation does not apply throughout the State or to the metropolitan area of the State,

   that day shall be a whole holiday or, as the case may be, a half holiday for the purposes of this Order within the district or locality specified in the proclamation.

(3) All time worked on such days shall be paid for at the rate of double time and one half.

(4) Where an officer is required to work overtime on a public holiday that officer shall be paid for a minimum of three hours at the rate appropriate to the day.

(5) The foregoing provisions of this clause with the exception of subclause (4) of this clause shall not apply to seven day shift officers, who shall receive in lieu of any penalties for working on public holidays, a payment equivalent to one week's ordinary pay where penalties apply as in the case of prescribed in Clause 9.—Wages and Clause 10.—Shift and Weekend Penalties of this Order when they proceed on each six week annual leave period.

14.—Absence Through Sickness.

(1) An officer who is unable to attend for work by reason of personal illness or injury (not being illness or injury arising from the officer's misconduct or wilful
default or from an injury arising out of or in the course of employment, he shall be entitled to leave of absence without deduction of pay for a period not exceeding three months in each leave year. The absence will be payable at the officer's usual weekly rate of pay. Any absence in excess of this period shall be subject to review by the employer.

(2) For the purpose of this clause, the officer's usual weekly rate of pay shall mean the total weekly rate prescribed in Clause 9.—Wages and Clause 10.—Shift and Weekend Penalties of this Order.

(3) The provisions of this clause do not apply to an officer who fails to produce a certificate from a medical practitioner dated at the time of the absence or who fails to supply such other proof of the illness or injury as the employer may reasonably require provided that the officer shall not be required to produce a certificate from a medical practitioner with respect of absence of two days or less unless, after two or more such absences in any year of service the employer requests in writing that the next and subsequent absences in that year, if any, shall be accompanied by such certificate.

(4) No payment shall be made for any absence where the officer has failed to notify the employer at least two hours prior to the commencement of a day or afternoon shift or at least four hours prior to the commencement of a night shift, provided that this subclause shall not apply where the nature of the illness or injury is such that the officer is unable to notify the employer within the prescribed time.

(5) The provisions of this clause with respect to payments do not apply to officers who are entitled to payment under the Workers' Compensation Act.

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

(7) The employer reserves the right to renegotiate this provision at any time during the course of the Order.

15.—Long Service Leave.

(1) With the exception of the first qualifying period for those officers covered under subclause (2) of this clause, all officers shall be entitled to long service leave pursuant to the conditions laid down in the document Long Service Leave Conditions — State Government Wages Employees, as consolidated and amended.

(2) Those officers employed prior to 1 August 1986 shall be entitled to 13 weeks' long service leave after their initial seven years' service. All other conditions relating to long service leave shall be pursuant to the document referred to in subclause (1) of this clause.

16.—Payment of Wages.

On each fortnightly pay day each officer shall be furnished a statement or envelope showing the gross wage, overtime and penalty rates, together with all details of deductions.

Wages shall be paid by the employer, into an agreed account as nominated by the officer.

17.—Wage Record.

(1) The employer shall keep a record at the head office of the organisation showing:

(a) The name and address of all officers.
(b) The nature of the officer's work.
(c) The starting and finishing time of each day.
(d) The total hours worked.
(e) The wages and overtime paid.

(2) The time and wages record shall be open for inspection by a duly accredited official of the union, during the usual office hours, at the employer's office or other convenient place, and the official shall be allowed to take extracts therefrom. Provided that if for any reason the record be not available when the official calls to inspect it, it shall be made available for inspection within 24 hours either at the employer's office or other convenient place.
23.—Jury Service.

An officer required to attend for jury service during ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of attendance for such jury service and the amount of wages pursuant to Clause 9.—Wages of this Order the officer would have received had the officer not been on jury service.

An officer shall notify his employer as soon as possible of the date upon which the officer is required to attend for jury service.

Further, the officer shall provide the employer with proof of attendance, the duration of such attendance and the amount received in respect of such service.

24.—Amenities.

The employer shall provide officers with such amenities as adequate change-rooms, showers, washrooms, etc, and dining/eating facilities of a standard agreed between the parties to this Order.

25.—Maternity Leave.

(1) Eligibility for Maternity Leave: An officer who becomes pregnant shall, upon production to her employer of a certificate from a duly qualified medical practitioner stating the presumed date of her confinement, be entitled to maternity leave provided that she has had not less than 12 months' continuous service with that employer immediately preceding the date upon which she proceeds upon such leave.

For the purposes of this clause:

(a) An officer shall include a part-time officer but shall not include an officer engaged upon casual or seasonal work.

(b) Maternity leave shall mean unpaid maternity leave.

(2) Period of Leave and Commencement of Leave.

(a) Subject to subclauses (3) and (6) of this clause, the period of maternity leave shall be for an unbroken period of from 12 to 52 weeks and shall include a period of six weeks' compulsory leave to be taken immediately before the presumed date of confinement and a period of six weeks' compulsory leave to be taken immediately following confinement.

(b) An officer shall, not less than 10 weeks prior to the presumed date of confinement, give notice in writing to her employer stating the presumed date of confinement.

(c) An officer shall give not less than four weeks' notice in writing to her employer of the date upon which she proposes to commence maternity leave, stating the period of leave to be taken.

(d) An officer shall not be in breach of this order as a consequence of failure to give the stipulated period of notice in accordance with paragraph (c) of this subclause if such failure is occasioned by the confinement occurring earlier than the presumed date.

(3) Transfer to a Safe Job: Where in the opinion of a duly qualified medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the officer make it inadvisable for the officer to continue at her present work, the officer shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until commencement of maternity leave.

If the transfer to a safe job is not practicable, the officer may, or the employer may require the officer to, take leave for such period as is certified necessary by a duly qualified medical practitioner. Such leave shall be treated as maternity leave for the purposes of subclauses (7), (8), (9) and (10) of this clause.

(4) Variation of Period of Maternity Leave.

(a) Provided the addition does not extend the maternity leave beyond 52 weeks, the period may be lengthened once only, save with the agreement of the employer, by the officer giving not less than 14 days' notice in writing stating the period by which the leave is to be lengthened.

(b) The period of leave may, with the consent of the employer, be shortened by the officer giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

(5) Cancellation of Maternity Leave.

(a) Maternity leave, applied for but not commenced, shall be cancelled when the pregnancy of an officer terminates other than by the birth of a living child.

(b) Where the pregnancy of an officer then on maternity leave terminates other than by the birth of a living child, it shall be the right of the officer to resume work at the time nominated by the employer which shall not exceed four weeks from the date of notice in writing by the officer to the employer that she desires to resume work.

(6) Special Maternity Leave and Sick Leave.

(a) Where the pregnancy of an officer not then on maternity leave terminates after 28 weeks other than by the birth of a living child then —

(i) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work.

(ii) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a duly qualified medical practitioner certifies as necessary before her return to work.

(b) Where an officer not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed 52 weeks.

(c) For the purposes of subclauses (7), (8) and (9) of this clause, maternity leave shall include special maternity leave.

(d) An officer returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to the position which she held immediately before proceeding on such leave or, in the case of an officer who was transferred to a safe job pursuant to subclause (3), to the position she held immediately before such transfer.

Where such position no longer exists but there are other positions available, for which the officer is qualified and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and salary or wage, if any, to that of her former position.

(7) Maternity Leave and Other Leave Entitlements: Provided the aggregate of leave including leave taken pursuant to subclauses (3) and (6) of this clause does not exceed 52 weeks.

(a) An officer may, in lieu of or in conjunction with maternity leave, take any annual leave or long service leave or any part thereof to which she is then entitled.
(b) Paid sick leave of other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an officer during her absence on maternity leave.

(8) Effect of Maternity Leave on Employment: Notwithstanding any award, or other provisions to the contrary, absence on maternity leave shall not break the continuity of service of an officer but shall not be taken into account in calculating the period of service for any purpose of the award.

(9) Termination of Employment.
(a) An officer on maternity leave may terminate her employment at any time during the period of leave by notice given in accordance with this award.
(b) An employer shall not terminate the employment of an officer on the ground of her pregnancy or of her absence on maternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(10) Return to Work After Maternity Leave.
(a) An officer shall confirm her intention of returning to her work by notice in writing to the employer given not less than four weeks prior to the expiration of her period of maternity leave.
(b) An officer, upon the expiration of the notice required by paragraph (a) of this subclause, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of an officer who was transferred to a safe job pursuant to subclause (3) of this clause, to the position which she held immediately before such transfer. Where such position no longer exists but there are other positions available for which the officer is qualified and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and salary or wage to that of her former position.

(11) Replacement Employees.
(a) A replacement officer is an officer specifically engaged as a result of an officer proceeding on maternity leave.
(b) Before an employer engages a replacement officer under this subclause, the employer shall inform that person of the temporary nature of the employment and of the rights of the officer who is being replaced.
(c) Before an employer engages a person to replace an officer temporarily promoted or transferred in order to replace an officer exercising her rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the officer who is being replaced.
(d) Provided that nothing in this subclause shall be construed as requiring an employer to engage a replacement officer.
(e) A replacement officer shall not be entitled to any of the rights conferred by this clause except where her employment continues beyond the 12 months qualifying period.

Dated at Perth this 23rd day of October 1986.

(Sgd.) G.J. MARTIN, Commissioner.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.
Between Transport Workers' Union of Australia, Industrial Union of Workers, Western Australian Branch, Applicant and JW Haulage, Respondent.

Order.
HAVING heard Mr P. Clarke on behalf of the applicant and Mrs Boneham on behalf of the respondent in conference on 18 November 1986, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act 1979, and by consent, hereby orders —

That the respondent pay to the applicant the sum of $337.95 in full and final settlement of this matter within 30 days of the date hereof.

Dated at Perth this 18th day of November 1986.

(Sgd.) J.F. GREGOR, Commissioner.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.
Between Transport Workers' Union of Australia, Industrial Union of Workers, Western Australian Branch, Applicant and Pearsons Transport, Respondent.

Order.
HAVING heard Mr J. Higham on behalf of the applicant and Mr R. Pearson on behalf of the respondent, the Commission, pursuant to the powers conferred on it under the Industrial Relations Act 1979, and by consent, hereby orders —

That the respondent pay to the applicant the sum of $250 in full and final settlement of the matter.

Dated at Perth this 14th day of November 1986.

(Sgd.) J.F. GREGOR, Commissioner.

CONFERENCES —
Matters referred —
BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.
Between the Amalgamated Metal Workers and Shipwrights Union of Western Australia, Claimant and Hamersley Iron Pty Limited, Respondent.

Order.
HAVING heard Mr A. Clarke on behalf of the applicant and Mr A. Cameron on behalf of the respondent and whereas the claimant advised that it no longer wished to pursue the application the Commission, pursuant to the powers conferred on it under the Industrial Relations Act 1979 hereby orders —

That the application be dismissed.

Dated at Perth this 28th day of November 1986.

(Sgd.) W.S. COLEMAN, Commissioner.
BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.
No. CR676 of 1986.

Between the Federated Engine Drivers’ and Firemen’s Union of Workers of Western Australia, Claimant and Robe River Iron Associates, Respondent.

Interim Order.
HAVING heard Mr R. Keegan on behalf of the Claimant and Mr H. Dixon (of Counsel) on behalf of the Respondent the Commission in Court Session pursuant to the powers conferred on it under the Industrial Relations Act 1979 hereby orders —

(1) That notwithstanding anything to the contrary contained in the Order of the Commission dated 21 August 1986 in Application No. 758 of 1986 and pending hearing and final determination of Application No. CR676 of 1986, the respondent shall man each P&H 2100 Shovel which is utilised in its Pannawonica operations by two persons.

(2) That the respondent report to the Commission on a daily basis the number of shovel drivers who report for duty on each shift and any incidents of absenteeism and refusal by shovel crew members to accept work backs, call outs and reasonable overtime.

Dated at Karratha this 7th day of October 1986.
Commission in Court Session.

(Sgd.) B.J. COLLIER, Chief Commissioner.

PROCEDURAL DIRECTIONS AND ORDERS —
BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.
No. 1160 of 1986.

In the matter of the Industrial Relations Act 1979 and in the matter of an application for a reduction of time in which an answering statement to application No. 1159 of 1986 is to be filed in the Commission.

Order.
WHEREAS an application was made by Mt Newman Mining Co Pty Ltd in accordance with the Industrial Relations Act 1979; and whereas the application was heard ex parte before me, I, the undersigned Commissioner of the Western Australian Industrial Relations Commission, pursuant to the powers conferred upon me under the Industrial Relations Act 1979 do hereby order and direct —

1. That the applicant shall forthwith serve a copy of Application No. 1160 of 1986, its accompanying statement and this Order on the Unions whose names are listed in Schedule 1 to the Application.

2. That an answer in matter No. 1159 of 1986 filed in the Commission on the 14th day of November 1986, shall be lodged with the Commission and a copy thereof served upon the applicant by 12 noon on the 19th day of November 1986.

Dated at Perth this 17th day of November 1986.

(Sgd.) J.F. GREGOR, Commissioner.

UNIONS —
Application for alteration of rules —
No. 1088 of 1986.

In the matter of the Industrial Relations Act 1979 and in the matter of an application by the State School Teachers Union of WA (Incorporated) for alteration of its rules.

Decision.
HAVING read the application, there being no person desiring to be heard in opposition thereto, and after consulting with the President, and upon being satisfied that the requirements of the abovementioned Act and the regulations made thereunder have been complied with, I have this day registered an alteration to rules 11, 17, 25, 26, 27, 29, 30, 38 and 45 of the registered rules of the applicant union in the terms of the application as filed on 15 October 1986.

Dated at Perth this 18th day of November 1986.

T. POPE,
Deputy Registrar.

BEFORE THE WESTERN AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION.
No. 1162 of 1986.

In the matter of the Industrial Relations Act 1979 and in the matter of an application for a reduction of time in which an answering statement to application No. 1161 of 1986 is to be filed in the Commission.

Order.
WHEREAS an application was made by Newmont Holdings Pty Ltd in accordance with the Industrial Relations Act 1979; and whereas the application was heard ex parte before me, I, the undersigned Commissioner of the Western Australian Industrial Relations Commission, pursuant to the powers conferred upon me under the Industrial Relations Act 1979 do hereby order and direct —

1. That the applicant shall forthwith serve a copy of Application No. 1162 of 1986, its accompanying statement and this Order on the Unions whose names are listed in Schedule A to the Application.

2. That an answer in matter No. 1161 of 1986 filed in the Commission on the 17th day of November 1986, shall be lodged with the Commission and a copy thereof served upon the applicant by 12 noon on the 19th day of November 1986.

Dated at Perth this 18th day of November 1986.

(Sgd.) J.F. GREGOR, Commissioner.
BEFORE THE WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.
No. 1130 of 1986.

In the matter of the Industrial Relations Act 1979 and in
the matter of an application for a reduction of time in
which an answering statement to application No.
1129 of 1986 is to be filed in the Commission.

Order.
WHEREAS an application was made by the Electrical
Contractors Association of Western Australia (Union of
Employers) in accordance with the Industrial Relations
Act 1979; and whereas the application was heard ex parte
before me, I, the undersigned Commissioner of the
Western Australian Industrial Relations Commission,
pursuant to the powers conferred upon me under the
Industrial Relations Act 1979 do hereby order and direct —

1. That the applicant shall forthwith serve a copy
of Application No. 1130 of 1986, its accompanying
statement and this Order on the Electrical Trades
Union of Workers of Australia (Western Australian
Branch), Perth, the Federation of Electrical
Contractors and on each respondent whose name
appears in the Second Schedule — Respondents of the
"Electrical Contracting Industry" Award No. 122 of 1978.

2. That an answer in matter No. 1129 of 1986
filed in the Commission on the 10th day of
November 1986, shall be lodged with the
Commission and a copy thereof served upon the
applicant by 12 noon on the 17th day of November
1986.

Dated at Perth this 11th day of November 1986.

(Sgd.) J.F. GREGOR,
Commissioner.

BEFORE THE WESTERN AUSTRALIAN
INDUSTRIAL RELATIONS COMMISSION.
No. 1188 of 1986.

In the matter of the Industrial Relations Act 1979 and in
the matter of an application for a reduction of time in
which an answering statement to Application No.
1190 of 1986 is to be filed in the Commission.

Order.
WHEREAS an application was made by Schindler
Grants Lifts and Others in accordance with the Industrial
Relations Act 1979; and whereas the application was heard ex parte
before me, I, the undersigned Chief Commissioner pursuant to the
powers conferred upon me under the Industrial Relations Act 1979
do hereby order and direct —

1. That the applicant shall forthwith serve a copy
of Application No. 1188 of 1986, its accompanying
statement and this Order on the Amalgamated Metal
Workers and Shipwrights Union of Western
Australia.

2. That an answer to the claim in matter No. 1187
of 1986, lodged with the Commission on 19
November 1986, shall be lodged with the
Commission and a copy thereof served on the
applicant within 24 hours from the time upon which
the documents mentioned in (1) above are served on the
Amalgamated Metal Workers and Shipwrights Union of Western
Australia.

Dated at Perth this 24th day of November 1986.

(Sgd.) B.J. COLLIER,
Chief Commissioner.
COAL INDUSTRY TRIBUNAL — Awards/agreements — variation of —

ENGINEERING.
Award No. 1 of 1953.

BEFORE THE WESTERN AUSTRALIAN
COAL INDUSTRY TRIBUNAL.

Held at Collie on the 3rd day of September 1986.

Application Nos. 7 and 8 of 1986.

Between the Australasian Society of Engineers, Moulders and Foundry Workers Industrial Union of Workers, Western Australian Branch; and the Amalgamated Metal Workers and Shipwrights Union of Western Australia, Applicants and Western Collieries Ltd and Griffin Coal Mining Co Ltd, Respondents.

In the matter of an application (No. 7) to increase the sick leave entitlements prescribed under the Engineers' Coal Mining Award 1953 and an application (No. 8) to increase by 2.3 per cent the rates of pay for all classifications and the allowances, including the production bonus, prescribed under the said Award.

Decision of the Tribunal.

THE Tribunal has before it two applications, one seeking adjustments to sick leave entitlements as contained in the Award as it governs the employment of the trades personnel on the coal field, and the other seeking increases by 2.3 per cent of wages and allowances contained in the Award including the production bonus, following upon decisions of the national wage case. Both these claims hinge very much on the outcome of the proceedings in matters 13, 14, 18, 19 and 20 of 1986 considered by the Tribunal earlier today in respect of similar claims concerning the other three Unions on the coal field.

The Tribunal is of the view, by a majority decision at least so far as the sick leave and indexation of the bonus is concerned, that we should accede to the claims in the same terms as we have previously done in respect of the other three unions. That will require that the union give an undertaking to meet in a meaningful way with the companies in an endeavour to increase productivity and reduce overheads.

The Tribunal is unanimously of the view that the 2.3 per cent flow-on of the National Wage determination should apply to these employees as with the other employees on the same terms and conditions. That of course requires submission to the new Principles which inter alia prohibit claims being brought before the Tribunal other than in accordance with a new set of guidelines, as has been previously discussed.

The undertaking and submission having been given it remains only to order that the Award be amended in those terms. In the case of the 2.3 per cent adjustments, that will operate from the first pay period on or after 7 July. The sick leave variations will operate in a staggered way with one additional day to accumulate from 1 July last and two further days from 1 July next, as for the others.

Order.

HAVING heard Mr D. Forster on behalf of the Applicants and Mr S.J. Kenner on behalf of the Respondents, upon each of the Applicants giving the undertaking sought by the Tribunal and agreeing to abide by the Tribunal's Wage Fixing Principles, the Tribunal, doth hereby award, order and prescribe:

Application No. 7 of 1986.

That the Engineers' Coal Mining Award 1953 as amended and consolidated be further amended by deleting subclause (a) of Clause 13.—Sick Leave and substituting therefor the following:—

(a) (i) On 1 July 1986 each employee shall be credited with 13 days' sick leave for the ensuing year, provided that an employee who commences employment with his employer after 1 July 1986 shall be credited with a pro rata sick leave credit from the date of his commencement to 30 June 1987 at the rate of 1.75 hours for each uncompleted week of service, and provided further that the maximum accrual for the period 1 July 1986 to 30 June 1987 shall be 13 days.

(ii) Commencing on 1 July 1987 each employee shall be credited on 1 July in each year 15 days' sick leave for the ensuing year provided that an employee who commences employment with his employer after such 1st day of July shall be credited with a pro rata sick leave credit from the date of his commencement to the next ensuing 30 June at the rate of 2.0192 hours for each uncompleted week of service to the next ensuing 30 June, and provided further that the maximum accrual shall be 15 days per year.

Application No. 8 of 1986.

1. That the Engineers' Coal Mining Award 1953 as amended be further amended in Clause 6.—Wages, by deleting the existing rates and substituting therefor the rates as set out in the following "Schedule A":

2. That the Engineers' Coal Mining Award 1953 as amended be further amended by deleting the amount of "$38.50 in subclause (6) (b) (ii) and substituting therefor the amount of "$39.40.

3. That subclause (7) (a) (i) of the above award be amended by deleting the amount of "$1.37 and inserting the amount of "$1.40.

4. That subclause (7) (a) (iii) of the above award be amended by deleting the amount of "$1.29 and inserting the amount of "$1.32.

5. That subclause (7) (b) of the above award be amended by deleting the amounts of "$4.46 and 89 cents and inserting the amounts of "$4.56 and 91 cents respectively.

6. That subclause (7) (e) of the above award be amended by deleting the amount of 45 cents and inserting the amount of "$0.46.

7. That subclause (7) (f) (i) of the above award be amended by deleting the amount of "$9.21 and inserting the amount of "$9.42.

8. That subclause (7) (f) (ii) of the above award be amended by deleting the amount of "$6.81 and inserting the amount of "$6.97.

9. That subclause (11) (h) of the above award be amended by deleting the amount of "$4.41 and inserting the amount of "$4.51.

10. That subclause (14) (e) of the above award be amended by deleting the amounts of "$1.61 and "$3.23 and inserting the amounts of "$1.65 and "$3.30 respectively.

11. That subclause (23) (d) (i) of the above award be amended by deleting the existing paragraph and inserting the following:

The rates of wages for apprentices shall be the undermentioned percentage rates of a tradesman prescribed in this award i.e. "$418.15.

(f) Five Year Term  %  
First year ............... 40 167.26
Second year ............. 48 200.71
Third year ............... 55 229.98
Fourth year .............. 75 313.61
Fifth year ............... 88 367.97

66 W.A.I.G. 2007
WESTERN AUSTRALIAN INDUSTRIAL GAZETTE
51521—4
Four Year Term

<table>
<thead>
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<th>Clause</th>
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Three Year Term

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12. That each of these amendments shall operate from the first pay period commencing on or after the 7th day of July 1986.

Schedule A.

Clause 6.—Wages

(a) (i) The minimum total rate per week for adult workers and tradesmen shall be:

<table>
<thead>
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<th>Column 1</th>
<th>Column 2</th>
<th>Column 3</th>
</tr>
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<tbody>
<tr>
<td>1.</td>
<td>Blacksmith, Welder</td>
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</tr>
<tr>
<td>2.</td>
<td>Fitter, Turner, Machinist, Motor Mechanic, Automotive Electrician</td>
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<tr>
<td>3.</td>
<td>Electrical Fitter</td>
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<td>Trader Assistant</td>
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<td>Experienced Tradesman</td>
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<td>7.</td>
<td>Tyre Fitter</td>
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<td>8.</td>
<td>(i) Lineman on commencement</td>
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<tr>
<td></td>
<td>(ii) Lineman after three year's service</td>
<td>403.55</td>
</tr>
<tr>
<td>9.</td>
<td>Refrigeration Fitter</td>
<td>418.15</td>
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</table>

(b) (i) The above rates are based on the basic wage of $48.50 per week as fixed by the Western Australian Industrial Commission which took effect from 12 midnight on 30 May 1974.

(ii) In addition to the rates of wages prescribed in this clause workers shall be entitled to an additional flat amount of $38.50 per week production bonus for the five ordinary working days Monday to Friday inclusive and for all paid leave.

(iii) Liberty is reserved to the employers to apply to the tribunal for a reduction or deletion of the production bonus if the present levels of productivity are not maintained.

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

<table>
<thead>
<tr>
<th>Additional Per Week</th>
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<td>$14.50</td>
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MINING AWARD No. 4 of 1953.

COLLIERY STAFFS AWARD No. 62 of 1955.

DEPUTIES AWARD No. 19 of 1954.

BEFORE THE WESTERN AUSTRALIAN COAL INDUSTRY TRIBUNAL.


Between the Coal Miners’ Union of Workers of Western Australia, Collie; the Collie District Deputies Union of Workers; and the Australian Colliers’ Staff Association, West Australian Branch, Union of Workers, Collie, Applicants and the Western Colliery Company Limited, Respondents.

In the matter of an application (No. 13) to increase in each of the Awards affecting those mentioned above the sick leave entitlements and an application (No. 14) to index the production bonus to national wage adjustments.

Decision of the Tribunal.

This is a majority decision of the Tribunal. In 1983 the Tribunal sanctioned a set of wage and employment condition Principles. Principle 2 provided that an application could be made, but not before 1985, to the Tribunal for it to consider an increase in wages and salaries or changes in conditions of employment on account of productivity. As well, the Principles provided that conditions of employment could be adjusted generally but in light of their cost implications both directly and through flow-ons. Those Principles were recently re-endorsed by the unions with members working on the coalfield when the last adjustment to wages and allowances was made following a national wage decision.

It is only fair to say too that the Principles to which I refer mirror the Principles which were first established by the Federal Coal Industry Tribunal. That was because of a long standing nexus whereby in respect of wages and conditions in the main this Tribunal has followed its Federal counterpart.

In 1985, as everybody knows, indeed the whole nation learned very loudly, late in 1985 the coal mining unions in the eastern states served a log of claims on the eastern states employers based on productivity adjustments in the industry there since 1982. In June of this year the Federal Tribunal ratified an agreement between the coal company operators in the east and also arbitrated on a number of outstanding matters in dispute. In the result the Federal Tribunal approved a package of benefits for coal miners in the eastern states which in essence provided for an increase in sick leave by three days from 1 July 1986 and a further two days from 1 July 1987, bringing sick leave entitlement from the last mentioned date to 15 days per annum. The eastern states miners were also to have their travelling allowances absorbed into base rates from 1 January 1987. Provision was made for the indexation of bonus schemes which were not currently indexed, and provision was made for negotiation on technological change, occupational health, safety and job security. That “package” so described, by the Federal Tribunal was made on certain undertakings being given by the unions, one of which was that there would be no further industrial action of the kind that that industry sadly has suffered over recent years for the next two years or thereabouts.

On the basis of those changes, the relevant Unions at Collie have made application to the Tribunal in this State for similar adjustments based primarily on the long standing nexus which has existed between the industry in this State and the Federal Industry. I should however say, that the claims made by three of the four unions based on the travelling allowances adjustments made in the eastern
states have been withdrawn as being seen to be inappropriate. Clearly, in my view, that was the right decision.

The Unions have made much of the nexus which exists with the eastern states. The reason for that is well-known to anybody who has been involved with this industry, but it is worth noting as it has on many occasions by industrial tribunals in the past, that next are the servant and not the masters of the conditions or circumstances adjustment processes and they are to be applied where relevant. Clearly, our Principles must refer to productivity in this State and not in New South Wales. Likewise when one considers costs, that must be the cost impact to the industry in this State and not the cost impact to the eastern states industry or somewhere else for that matter.

The Federal decision was clearly based, as is apparent from a reading of its lengthy reasons for decision, on industry considerations in those States. It was based on productivity levels which had been achieved in the eastern states. Indeed, a special case was made for Tasmania where the same levels of productivity were not found to exist, for much the same reasons as exist in this State. Furthermore, that decision reveals that the decision was made in light of the cost impact to the industry in those States and the ability of the industry there to recoup costs. The Federal Tribunal noted, for example, that as a result of the fall in the value of the Australian dollar there would be various cost consequences for the industry there. There was a discussion of the potential to achieve export markets. None of these matters are of course, relevant to the State. Furthermore, that decision reveals that the decision was made in light of the cost impact to the industry in those States and the ability of the industry there to recoup costs. The Federal Tribunal noted, for example, that as a result of the fall in the value of the Australian dollar there would be various cost consequences for the industry there.

Plainly, the Principles as they are now permit this Tribunal to look at a productivity claim, but it is incumbent upon a claimant to show that there has been an increase in productivity. The appropriate adjustments if any, must be made in light of that productivity which has been shown to have changed in this State. To give credit the unions represented by Mr Smith accept that to some degree there has not been much increase in productivity in this State, although the unions would say that was for reasons not of their doing. That might be so; but the plain fact is that where there has been little or no increase in productivity it is very difficult for the unions to stand before us and make a claim for substantial changes, certainly changes of the nature that took place in the eastern states. The Tribunal in my view would be acting irresponsibly if it was to ignore the fact that the productivity in this State and the adjustment there are not of the magnitude of those in the eastern states.

On the other hand the companies, as represented by Mr Kenner, in these proceedings, have clearly recognised that a nexus has existed in the past. More than that, they appear to recognise that it has been of value to them as much as it has been to the unions. There cannot be any doubt that productivity has remained at its current level. Again we do not see that as falling so much within Principle 2 as within Principle 10. I might say too, that it is not in my view outside the spirit of the Principles to suggest that matters such as the bonus, which in the final analysis is an over-award payment under another guise, should be adjusted to keep pace with CPI adjustments. Therefore, we are prepared on this occasion by a majority to index the bonus by 2.3 per cent. If the unions wish to bring a claim after the next National Wage decision in respect of that then it will be dealt with by way of adjustment under Principle 10. As with the claims before the Federal Tribunal there is no scope for a flow-on to other industries.

So far as the question of indexation of bonuses is concerned, the view of the Tribunal is that they should be indexed on this occasion. There has been no adjustment since 1981. In that time in real terms the bonus has effectively been cut by 30 per cent but in that time there has not been a decrease in productivity, rather, productivity has remained at its current level. Again we do not see that as falling so much within Principle 2 as within Principle 10. I might say too, that it is not in my view outside the spirit of the Principles to suggest that matters such as the bonus, which in the final analysis is an over-award payment under another guise, should be adjusted to keep pace with CPI adjustments. Therefore, we are prepared on this occasion by a majority to index the bonus by 2.3 per cent. If the unions wish to bring a claim after the next National Wage decision in respect of that then it will be dealt with on its merits. It would prima facie be seen to be something which is within the Principles.

We are most concerned however to see that the public sees that we are concerned about the need to minimise costs of the adjustments we have made. Therefore we think it appropriate that the adjustments be made on the unions giving an undertaking that they will meet with the companies to discuss in a meaningful way ways in which productivity levels can be increased or, in short, overheads reduced. There has to be a proper way to look at it on an industry basis. Frankly speaking for myself, it is difficult to see how there can be much of a change in conditions under Principle 2 based on account of productivity in the industry here.
So it is that we are prepared to make the adjustments on the unions giving the undertakings here and now as I have indicated. I do not want there to be any misunderstanding about it. The undertaking that the Tribunal requires is that the Unions agree to meet with the companies to discuss meaningful ways in which productivity might be increased or overheads otherwise reduced. It is no more and no less than that.

Order.

HAVING heard Mr B.G. Smith on behalf of the Applicants and Mr S.J. Kenner on behalf of the Respondents, and upon each of the Applicants giving the undertaking sought by the Tribunal, the Tribunal doth hereby award, order and prescribe:


1. That the Coal Mining Industry (Miners’ Western Australia) Award 1981 as amended and consolidated be further amended by deleting subclause (a) of Clause 13.— Sick Leave and substituting therefor the following:

(a) (i) On 1 July 1986 each employee shall be credited with 13 days’ sick leave for the ensuing year, provided that an employee who commences employment with his employer after 1 July 1986 shall be credited with a pro rata sick leave credit from the date of his commencement to 30 June 1987 at the rate of 1.75 hours for each uncompleted week of service, and provided further that the maximum accrual for the period 1 July 1986 to 30 June 1987 shall be 13 days.

(ii) Commencing on 1 July 1987 each employee shall be credited on 1 July in each year 15 days’ sick leave for the ensuing year provided that an employee who commences employment with his employer after such 1st day of July shall be credited with a pro rata sick leave credit from the date of his commencement to the next ensuing 30 June at the rate of 2.0192 hours for each uncompleted week of service to the next ensuing 30 June, and provided further that the maximum accrual shall be 15 days per year.

2. That the Colliery Staffs’ Award 1955 as amended and consolidated be further amended by deleting subclause (a) of Clause 19.— Sick Leave and substituting therefor the following:

(a) (i) On 1 July 1986 each employee shall be credited with 13 days’ sick leave for the ensuing year, provided that an employee who commences employment with his employer after 1 July 1986 shall be credited with a pro rata sick leave credit from the date of his commencement to 30 June 1987 at the rate of 1.75 hours for each uncompleted week of service, and provided further that the maximum accrual for the period 1 July 1986 to 30 June 1987 shall be 13 days.

(ii) Commencing on 1 July 1987 each employee shall be credited on 1 July in each year 15 days’ sick leave for the ensuing year provided that an employee who commences employment with his employer after such 1st day of July shall be credited with a pro rata sick leave credit from the date of his commencement to the next ensuing 30 June at the rate of 2.0192 hours for each uncompleted week of service to the next ensuing 30 June, and provided further that the maximum accrual shall be 15 days per year.

3. That the Collie Deputies Award 1954 as amended and consolidated be further amended by deleting subclause (a) of Clause 15.— Sick Leave and substituting therefor the following:

(a) (i) On 1 July 1986 each employee shall be credited with 13 days’ sick leave for the ensuing year, provided that an employee who commences employment with his employer after 1 July 1986 shall be credited with a pro rata sick leave credit from the date of his commencement to 30 June 1987 at the rate of 1.75 hours for each uncompleted week of service, and provided further that the maximum accrual for the period 1 July 1986 to 30 June 1987 shall be 13 days.

(ii) Commencing on 1 July 1987 each employee shall be credited on 1 July in each year 15 days’ sick leave for the ensuing year provided that an employee who commences employment with his employer after such 1st day of July shall be credited with a pro rata sick leave credit from the date of his commencement to the next ensuing 30 June at the rate of 2.0192 hours for each uncompleted week of service to the next ensuing 30 June, and provided further that the maximum accrual shall be 15 days per year.

Dated at Collie the 3rd day of September 1986.

(Sgd.) G.L. FIELDING,
Chairman,
Western Australian Coal Industry Tribunal.

Western Australian Coal Industry Tribunal.

Principles of Wage Fixation and Employment Condition Variation.

In considering whether wages and salaries or conditions should be awarded or changed for any reason either by consent or arbitration, the Tribunal will guard against any contrived arrangement which would circumvent these Principles.

The Principles have been formulated on the basis that the great bulk of wage and salary movements and improvements in conditions will emanate from national wage adjustments and consent arrangements in relation to superannuation. Increases outside national wage and superannuation arrangements — whether in the form of wages, allowances or conditions, whether they occur in the public sector or private sector, whether they be award or overaward — must constitute a very small addition to overall labour costs.
The Tribunal will guard against any Principle other than Principles 1 and 3 being applied in such a way as to become a vehicle for general improvement in wages and conditions.

   (a) Subject to Principle 2, and on application, the Tribunal will adjust its award wages and salaries every six months in the light of National Wage Case decisions of the Australian Conciliation and Arbitration Commission, as adopted by the Coal Industry Tribunal.
   (b) The Tribunal expects that decisions on national wage adjustments will be made prior to 1 January and 1 July to enable adjustments to operate from those dates.
   (c) The form of indexation will be uniform percentage adjustment unless the Tribunal decides otherwise in the light of exceptional circumstances. The Tribunal will be satisfied that any compression of relativities which may have occurred in recent times does not provide grounds for special wage increases to correct the compression.
   (d) It would be appropriate for the Tribunal after hearing the parties to an award and being satisfied that a proper case has been made out, to recommend the indexation of overaward payments when award payments are indexed.

2. Other Claims: Any claims for improvements in pay and conditions other than those provided by Principle 1 must be processed in accordance with Principles 3 to 12 below. No application for a national wage adjustment to an award will be approved by the Tribunal unless all the unions concerned in the award give an undertaking that until the next National Wage Case decision they will not pursue any extra claims, award or overaward, except in compliance with the Principles.

3. Superannuation: Pursuant to the Act, agreements may be filed or consent awards may be made providing for employer contributions to approved superannuation schemes for employees covered by such agreements or consent awards provided those agreements or consent awards:
   (i) operate from a date determined or approved by the Tribunal in accordance with the Tribunal’s phasing in procedure but not before 1 January 1987 and except in special and isolated circumstances approved by the Tribunal;
   (ii) do not involve retrospective payments of contributions;
   (iii) do not involve the equivalent of a wage increase in excess of three per cent of ordinary time earnings of employees;
   (iv) are consistent with the Tribunal’s Principles and the determination of the Australian Conciliation and Arbitration Commission dated 26 June 1986 (Print G3600);
   (v) are in accordance with the Commonwealth’s Occupational Standards for Occupational Superannuation Funds; and provided that
   (vi) the consent of the employers is genuine.

   (a) Changes in work value may arise from changes in the nature of the work, skill and responsibility required or the conditions under which work is performed. Changes in work by themselves may not lead to a change in wage rates. The strict test for an alteration in wage rates is that the change in the nature of work should constitute such a significant net addition to work requirements as to warrant the creation of a new classification. These are the only circumstances in which rates may be altered on the ground of work value and the altered rates may be applied only to employees whose work has changed in accordance with this Principle.
   However rather than to create a new classification it may be more convenient in the circumstances of a particular case to fix a new rate for an existing classification or to provide for an allowance which is payable in addition to the existing rate for the classification. In such cases the same strict test must be applied.
   (b) Where new or changed work justifying a higher rate is performed only from time to time by persons covered by a particular classification or where it is performed only by some of the persons covered by the classification, such new or changed work should be compensated by a special allowance which is payable only when the new or changed work is performed by a particular employee and not by increasing the rate for the classification as a whole.
   (c) The time from which work value changes should be measured is the last work value adjustment in the award under consideration but in no case earlier than 1 January 1987. Care should be exercised to ensure that changes which were taken into account in any previous work value adjustments are not included in any work evaluation under this Principle.
   (d) Where a significant net alteration to work value has been established in accordance with this Principle, an assessment will have to be made as to how that alteration should be measured in money terms. Such assessment should normally be based on the previous work requirements, the wage previously fixed for the work and the nature and extent of the change in work. However, where appropriate, comparisons may also be made with other wages and work requirements within the award to wage increases for changed work requirements in the same classification in other awards provided the same changes have occurred.
   (e) The expression “the conditions under which the work is performed” relates to the environment in which the work is done.
   (f) The Tribunal should guard against contrived classifications and over-classification of jobs.
   (g) Where through technological or other change the impact of work value change on the work force is widespread or general, the matter should be dealt with by the Tribunal when considering applications pursuant to Principle 1 to flow on national wage increases.

5. Standard Hours
   (a) Claims for reduction in standard weekly hours below 35, even with full costs offsets, should not be allowed.
   (b) The Tribunal should not approve or award improvements in pay or other conditions on the basis of productivity bargaining. These improvements should only be allowed on the basis of the appropriate Principles.

6. Anomalies and Inequities
   (a) Anomalies
   (i) In the resolution of anomalies, the overriding concept is that the Tribunal must be satisfied that any claim under this Principle will not be a vehicle for general improvements in pay and conditions and that the circumstances warranting the improvement are of a special and isolated nature.
   (ii) Decisions which are inconsistent with the Principles of the Tribunal applicable at the relevant time should not be followed.
(iii) The doctrines of comparative wage justice and maintenance of relativities should not be relied upon to establish an anomaly because there is nothing rare or special in such situations and because resort to these concepts would destroy the overriding concept of this Principle.

(iv) The only exceptions to (iii) are that catch-up for the metal industry standard and adjustment of paid rates awards to establish an equitable base may be processed as anomalies.

(b) Inequities:

(i) The resolution of inequities existing where employees performing similar work are paid dissimilar rates of pay without good reason. Such inequities shall be processed through the Conference referred to in subclause (c) hereof and not otherwise, and shall be subject to all the following conditions:

1. The work in issue is similar to the other class or classes of work by reference to the nature of the work, the level of skill and responsibility involved and the conditions under which the work is performed.

2. The classes of work being compared are truly like with like as to all relevant matters and there is no good reason for dissimilar rates of pay.

3. In addition to similarity of work, there exists some other significant factor which makes the situation inequitable. An historical or geographical nexus between the similar classes of work may not of itself be such a factor.

4. The rate of pay fixed for the class or classes of work being compared with the work in issue is a reasonable and proper rate of pay for the work and is not vitiated by any reason such as an increase obtained for reasons inconsistent with the Principles of the Tribunal applicable at the relevant time.

5. Rates of pay in minimum rates awards are not to be compared with those in paid rates awards.

(ii) In dealing with inequities, the following overriding considerations shall apply:

1. The pay increase sought must be justified on the merits.

2. There must be no likelihood of flow-on.

3. The economic cost must be negligible.

4. The increase must be a once-only matter.

(c) Procedure

(i) An anomaly or inequity which is sought to be rectified must be brought to a Conference by the union concerned. Such Conference shall consist of representatives of the unions party to the relevant Award and representatives of all respondents to that Award.

(ii) The matter is first discussed with employer and other interested parties at the Conference.

(ii) The broad principles for processing the anomaly or inequity raised are:

1. If there is complete agreement as to the existence of an anomaly or inequity and its resolution, and the Chairman is of the opinion that there is a genuine anomaly or inequity, the Chairman will sign a memorandum as envisaged by section 9 (4) of the Act in order to rectify it.

2. If there is no agreement at all, one of two situations can arise. Either the Chairman will hold that there is no anomaly or inequity falling within the concept of the Conference which would mean an end of the matter as far as the Conference is concerned or on the other hand the Chairman could hold that there was an arguable case which would then be referred for consideration by the Tribunal.

3. This procedure can be departed from by agreement and with the Chairman’s or Tribunal’s approval.

7. Paid Rates Awards

(a) Except in the case of first awards, the Tribunal will refrain from making any new paid rates awards. In the making of first awards the conditions as provided in Principle 10 below must be complied with.

(b) The Tribunal may convert into a minimum rates award a paid rates award which fails to maintain itself as a true paid rates award. The conversation of such a lapsed paid rates award into a minimum rates award will involve the valuation of the classifications in it by comparison with similar classifications in other minimum rates awards excluding supplementary payments.

(c) Claims for the adjustment of existing paid rates awards to establish an equitable base should be processed as anomalies through the Anomalies Conference as provided in Principle 6.

8. Supplementary Payments

(a) The Tribunal will refuse claims for new supplementary payments.

(b) Existing supplementary payments should not be increased except for national wage adjustments.

9. Allowances: Allowances may be adjusted or awarded only in accordance with this Principle and Principle 6. Service Increments may be adjusted or awarded only in accordance with paragraph (c) of this Principle.

(a) Existing Allowances:

(i) Existing allowances which constitute a reimbursement of expenses incurred may be adjusted from time to time where appropriate to reflect the relevant change in the level of such expenses.

(ii) Existing allowances which relate to work or conditions which have not changed may be adjusted from time to time to reflect the movements in wage rates as a result of national wage adjustments.

(iii) Existing allowances for which an increase is claimed because of changes in the work or conditions will be determined in accordance with the relevant provisions of Principle 4.
relevant employers are expected to make application for
where in the Principles must be considered in the light of
changes in conditions other than those provided else-
on. Where such cost increases are not negligible, the
rigorously tested.
of each case and any material relating thereto shall be
determined in the light of the particular circumstances
economic adversity. The merit of such application shall
Principles on the ground of very serious or extreme
any other increase in labour costs determined under the
(b) New Allowances:
(i) New allowances will not be created to
compensate for disabilities or aspects of
the work which are comprehended in the wage
rate of the classification concerned.
(ii) New allowances to compensate for the
reimbursement of expenses incurred
may be awarded where appropriate
having regard to such expenses.
(iii) New allowances to compensate for
changes in the work or conditions will be
determined in accordance with the rele-
vant provisions of Principle 4.
(iv) New allowances to compensate for new
work or conditions will be determined in accordance with the provi-
ions of Principle 10 (b).
(v) No other new allowances may be
awarded.
(c) Service Increments
(i) Existing service increments may be
adjusted in the manner prescribed in (a)
(ii) of this Principle.
(ii) New service increments may only be
allowed to compensate for changes in the
work and/or conditions and will be
determined in accordance with the rele-
vant provisions of Principle 4.
10. First Awards and Extensions of Existing Awards
(a) In the making of a first award, the long
established principles shall apply i.e. prima facie the main consideration is the existing rates
and conditions.
(b) In the extension of an existing award to new
work or to award-free work the rates applicable
to such work will be assessed by reference to the
value of work already covered by the award.
(c) In awards regulating the employment of
workers previously covered by a State award or
determination existing rates and conditions
prima facie will be the proper award rates and
conditions.
11. Conditions of Employment: Applications for
changes in conditions other than those provided elsewhere
in the Principles must be considered in the light of
their cost implications both directly and through
flows. Where such cost increases are not negligible, the
relevant employers are expected to make application for the
claims to be heard by the Tribunal.
12. Economic Incapacity: Any respondent or group of
respondents to an award may apply to reduce and/or
postpone the application of a national wage increase or
any other increase in labour costs determined under the
Principles on the ground of very serious or extreme
economic adversity. The merit of such application shall
be determined in the light of the particular circumstances
of each case and any material relating thereto shall be
rigorously tested.

Dated the 3rd day of September 1986.

(Sgd.) G.L. FIELDING,
Chairman.

MINING AWARD No. 4 of 1953.
COLLIERY STAFFS AWARD No. 62 of 1955.
DEPUTIES AWARD No. 19 of 1954.

BEFORE THE WESTERN AUSTRALIAN
COAL INDUSTRY TRIBUNAL.

Held at Collie on the 3rd day of September 1986.
Application Nos. 18, 19 and 20 of 1986.

Between the Coal Miners' Industrial Union of Workers
of Western Australia, Collie; the Collie District
Deputies Union of Workers; and the Australian
Collieries' Staff Association, West Australian
Branch, Union of Workers, Collie, Applicants and
Western Collieries Ltd and the Griffin Coal Mining
Company Limited, Respondents.

In the matter of an application to increase by 2.3
per cent the rates of pay for all the classifications
and the special allowances in each of the Awards
binding those abovementioned parties.

Decision of the Tribunal.

THE Tribunal is unanimously of the view that each of
the three claims should be granted. They are claims to
adjust wage rates and certain allowances by 2.3 per cent.
The adjustment follows the recent National Wage
decision and in turn the Federal Coal Industry Tribunal
decision resting upon it. The unions have given a
commitment to a new set of guidelines which mirror
those now applying before the Federal Coal Industry
Tribunal and in the circumstances the claims will be
granted and by consent with effect from the first pay
period commencing on or after 7 July last.

Order.

HAVING heard Mr B.G. Smith on behalf of the
Applicants and Mr S.J. Kenner on behalf of the
Respondents and upon each of the Applicants agreeing
to abide by the Tribunal's Wage Fixing Principles, the
Tribunal, by consent, doth hereby award, order and
prescribe:

Application No. 18 of 1986.
1. That the Coal Mining Industry (Miners' Western
Australia) Consolidated Award 1981 as amended be
further amended in subclause 6 (b) by deleting the
existing rates and substituting therefor the rates as set out
in the following "Schedule A".
2. That subclause 6 (c) (ii) of the above award be
amended by deleting the amounts of $1.61 and $3.23 and
inserting the amounts of $1.65 and $3.30 respectively.
3. That subclause 6 (c) (iii) of the above award be
amended by deleting the amount of $8.60 and inserting
the amount of $8.80.
4. That subclause 6 (e) of the above award be amended
by deleting the amounts of $6.81 and $9.21 and inserting
the amounts of $6.97 and $9.42 respectively.
5. That subclause 6 (h) of the above award be
amended by deleting the amount of $10.82 and inserting
the amount of $11.07.
6. That subclause 6 (i) of the above award be amended
by deleting the amount of $4.34 and inserting the amount
of $4.44.
7. That subclause 9 (c) of the above award be amended
by deleting the amount of $4.41 and inserting the amount
of $4.51.
8. That Clause 16 of the above award be amended by
deleting the amount of $1.37 and inserting the amount
of $1.40.
9. That Clause 27 of the above award be amended by
deleting the amounts of 49 cents, 98 cents and $1.09 and
inserting the amounts of 50 cents, $1.00 and $1.12
respectively.
10. That each of these amendments shall operate with
effect from the first pay period commencing on or after
the 7th day of July 1986.

THE TERNES StAFFS AWARD No. 62 of 1955.

DEPUTIES AWARD No. 19 of 1954.

BEFORE THE WESTERN AUSTRALIAN
COAL INDUSTRY TRIBUNAL.

Held at Collie on the 3rd day of September 1986.
Application Nos. 18, 19 and 20 of 1986.

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of Western Australia, Collie; the Collie District
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Branch, Union of Workers, Collie, Applicants and
Western Collieries Ltd and the Griffin Coal Mining
Company Limited, Respondents.

In the matter of an application to increase by 2.3
per cent the rates of pay for all the classifications
and the special allowances in each of the Awards
binding those abovementioned parties.

Decision of the Tribunal.

THE Tribunal is unanimously of the view that each of
the three claims should be granted. They are claims to
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The adjustment follows the recent National Wage
decision and in turn the Federal Coal Industry Tribunal
decision resting upon it. The unions have given a
commitment to a new set of guidelines which mirror
those now applying before the Federal Coal Industry
Tribunal and in the circumstances the claims will be
granted and by consent with effect from the first pay
period commencing on or after 7 July last.

Order.

HAVING heard Mr B.G. Smith on behalf of the
Applicants and Mr S.J. Kenner on behalf of the
Respondents and upon each of the Applicants agreeing
to abide by the Tribunal's Wage Fixing Principles, the
Tribunal, by consent, doth hereby award, order and
prescribe:

Application No. 18 of 1986.
1. That the Coal Mining Industry (Miners' Western
Australia) Consolidated Award 1981 as amended be
further amended in subclause 6 (b) by deleting the
existing rates and substituting therefor the rates as set out
in the following "Schedule A".
2. That subclause 6 (c) (ii) of the above award be
amended by deleting the amounts of $1.61 and $3.23 and
inserting the amounts of $1.65 and $3.30 respectively.
3. That subclause 6 (c) (iii) of the above award be
amended by deleting the amount of $8.60 and inserting
the amount of $8.80.
4. That subclause 6 (e) of the above award be amended
by deleting the amounts of $6.81 and $9.21 and inserting
the amounts of $6.97 and $9.42 respectively.
5. That subclause 6 (h) of the above award be
amended by deleting the amount of $10.82 and inserting
the amount of $11.07.
6. That subclause 6 (i) of the above award be amended
by deleting the amount of $4.34 and inserting the amount
of $4.44.
7. That subclause 9 (c) of the above award be amended
by deleting the amount of $4.41 and inserting the amount
of $4.51.
8. That Clause 16 of the above award be amended by
deleting the amount of $1.37 and inserting the amount
of $1.40.
9. That Clause 27 of the above award be amended by
deleting the amounts of 49 cents, 98 cents and $1.09 and
inserting the amounts of 50 cents, $1.00 and $1.12
respectively.
10. That each of these amendments shall operate with
effect from the first pay period commencing on or after
the 7th day of July 1986.
Application No. 19 of 1986.

1. That the Collie Deputies’ Award 1968 as amended be further amended in subclause 5 (b) by deleting the existing rates and substituting therefor the rates as set out in the following “Schedule B”.

2. That subclause 5 (28) of the above award be amended by deleting the amounts of $6.81 and $9.21 and inserting the amounts of $6.97 and $9.42 respectively.

3. That subclause 5 (29) of the above award be amended by deleting the amounts of $1.61 and $3.23 and inserting the amounts of $1.65 and $3.30 respectively.

4. That subclause 5 (30) of the above award be amended by deleting the amount of $1.37 and inserting the amount of $1.40.

5. That subclause 9 (vi) of the above award be amended by deleting the amount of $4.41 and inserting the amount of $4.51.

6. That each of these amendments shall operate with effect from the first pay period commencing on or after the 7th day of July 1986.

Application No. 20 of 1986.

1. That the Collie Deputies’ Award 1968 as amended by further amended in subclause 5 (b) by deleting the amount of $441.49 in paragraph (i) and substituting therefor the amount of $451.64, and by deleting the amount of $433.67 in paragraph (ii) and substituting therefor the amount of $443.64.

2. That subclause 9 (d) of the above award be amended by deleting the amount of $1.29 and inserting the amount of $1.32.

3. That subclause 9 (e) of the above award be amended by deleting the amount of $1.37 and inserting the amount of $1.40.

4. That subclause 9 (f) of the above award be amended by deleting the amount of $86 cents and inserting the amount of 88 cents.

5. That subclause 9 (i) of the above award be amended by deleting the amounts of $1.61 and $3.23 and inserting the amounts of $1.65 and $3.30 respectively.

6. That subclause 9 (j) of the above award be amended by deleting the amount of $6.81 and inserting the amount of $6.97.

7. That subclause 9 (k) of the above award be amended by deleting the amount of $8.60 and inserting the amount of $8.80.

8. That subclause 13 (b) of the above award be amended by deleting the amount of $4.41 and inserting the amount of $4.51.

9. That each of these amendments shall operate with effect from the first pay period commencing on or after the 7th day of July 1986.

Schedule A.

Subclause 6 (b) — Rates of Wages.

<table>
<thead>
<tr>
<th>Column 1</th>
<th>Column 2</th>
<th>Column 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number</td>
<td>Classification</td>
<td>Total Rate Per Week</td>
</tr>
<tr>
<td>1.</td>
<td>Mine timber cutter</td>
<td>396.66</td>
</tr>
<tr>
<td>2.</td>
<td>Prospect surface driller</td>
<td>391.22</td>
</tr>
<tr>
<td>3.</td>
<td>Surface Hand — General duties (includes all general employees, store truck drivers [including truck fitted with self loading crane hoist attachment], motor truck drivers to 20 tons, crane driver not exceeding lifting capacity five tons and drivers of miscellaneous equipment)</td>
<td>385.13</td>
</tr>
<tr>
<td>4.</td>
<td>Underground Shiftman — General Duties</td>
<td>397.76</td>
</tr>
<tr>
<td></td>
<td>Open Cut Borer Sheetfire</td>
<td>397.76</td>
</tr>
<tr>
<td></td>
<td>Lubricator</td>
<td>397.76</td>
</tr>
<tr>
<td></td>
<td>Equipment at Deep Mine</td>
<td>397.76</td>
</tr>
</tbody>
</table>

10. Dragline Operator

(a) On dragline of 15.25 but less than 26.75 cubic metres capacity 455.15
(b) On dragline of 26.75 but less than 46 cubic metres capacity 465.35
(c) On dragline of 46 but less than 99.5 cubic metres capacity 471.12

11. Dragline Trainee Operator

(a) On dragline of 15.25 but less than 26.75 cubic metres capacity 432.15
(b) On dragline of 26.75 but less than 46 cubic metres capacity 438.16
(c) On dragline of 46 cubic metres capacity or over 448.46

12. Bucket Wheel Operator

(a) Bucket Wheel Excavator Operator 466.03
(b) Bucket Wheel Spreader/Operator 449.71
(c) Bucket Wheel Excavator Attendant/Trainee Bucket Wheel Excavator Operator 449.71
(d) Bucket Wheel Spreader Attendant/Tripper Operator 429.54
(e) Bucket Wheel Serviceman/Relief Tripper Operator 413.33

Provided that the Trainee Bucket Wheel Excavator Operator after 12 months’ training and who is qualified for the Bucket Wheel Excavator Operator’s Certificate and who is capable of operating will receive the same rate of pay as the Bucket Wheel Excavator Operator.

13. Contract Timber Cutters’ Rates (Weekly Basis)

<table>
<thead>
<tr>
<th>Equipment at Deep Mine</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each 2.7m Split</td>
</tr>
<tr>
<td>Each 3.0m Split</td>
</tr>
<tr>
<td>Each 3.0m Slabs</td>
</tr>
<tr>
<td>Each 2.7m Round</td>
</tr>
<tr>
<td>Each 3.0m Round</td>
</tr>
<tr>
<td>Each Sleeper</td>
</tr>
<tr>
<td>Lids per hundred</td>
</tr>
</tbody>
</table>
### Schedule B.

#### Junior Employees: Employees under the age of 19 years shall be paid the following rates per shift of seven hours.

<table>
<thead>
<tr>
<th>Age classification</th>
<th>Rate per shift $</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 16 years of age</td>
<td>183.95</td>
</tr>
<tr>
<td>16 to 17 years of age</td>
<td>211.99</td>
</tr>
<tr>
<td>17 to 18 years of age</td>
<td>234.69</td>
</tr>
<tr>
<td>18 to 19 years of age</td>
<td>264.50</td>
</tr>
<tr>
<td>19 years of age and over</td>
<td>Adult rates</td>
</tr>
</tbody>
</table>

No junior shall bring wagons from the dead end of the screens unless under direction and control of the screenman.

No youth under the age of 15 years shall be employed underground.

#### Division A

**Subclause 5 (b) — Wages**

<table>
<thead>
<tr>
<th>Number</th>
<th>Classification</th>
<th>Total Rate Per Week $</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Under Manager</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(a) at mines producing less than 300 tons per day</td>
<td>558.88</td>
</tr>
<tr>
<td></td>
<td>(b) all others</td>
<td>577.06</td>
</tr>
<tr>
<td>1A.</td>
<td>Undermanager in charge</td>
<td>663.49</td>
</tr>
<tr>
<td>2.</td>
<td>Open Cut Overseer</td>
<td>558.88</td>
</tr>
<tr>
<td>3.</td>
<td>Engineer/Electrician</td>
<td>569.87</td>
</tr>
<tr>
<td>3A.</td>
<td>Engineer/Electrician in Charge</td>
<td>652.98</td>
</tr>
<tr>
<td>4.</td>
<td>Engineer</td>
<td>569.87</td>
</tr>
<tr>
<td>4A.</td>
<td>Engineer in Charge</td>
<td>652.98</td>
</tr>
<tr>
<td>5.</td>
<td>Electrician</td>
<td>569.87</td>
</tr>
<tr>
<td>5A.</td>
<td>Electrician in Charge</td>
<td>652.98</td>
</tr>
<tr>
<td>6.</td>
<td>General Surface Foreman as now employed</td>
<td>535.77</td>
</tr>
<tr>
<td>7.</td>
<td>Mine Surveyor</td>
<td>555.30</td>
</tr>
<tr>
<td>8.</td>
<td>Chief Clerk</td>
<td>550.52</td>
</tr>
<tr>
<td>9.</td>
<td>Stores Control and Purchasing Officer</td>
<td>550.52</td>
</tr>
<tr>
<td>10.</td>
<td>Clerk in Charge of Payroll</td>
<td>547.47</td>
</tr>
<tr>
<td>11.</td>
<td>Plant Instructor (P. J. Ryan)</td>
<td>558.88</td>
</tr>
<tr>
<td>12.</td>
<td>Draughtsman</td>
<td>548.48</td>
</tr>
<tr>
<td>13.</td>
<td>Accountant</td>
<td>No rate</td>
</tr>
<tr>
<td>14.</td>
<td>Chief Surveyor</td>
<td>No rate</td>
</tr>
<tr>
<td>15.</td>
<td>Chief Mechanical or Electrical Engineer</td>
<td>No rate</td>
</tr>
</tbody>
</table>

#### Division B.

<table>
<thead>
<tr>
<th>Number</th>
<th>Classification</th>
<th>Total Rate Per Week $</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td>Geologist</td>
<td>No rate</td>
</tr>
<tr>
<td>17.</td>
<td>Maintenance Superintendent</td>
<td>No rate</td>
</tr>
<tr>
<td>18.</td>
<td>Maintenance Inspector</td>
<td>569.87</td>
</tr>
<tr>
<td>19.</td>
<td>(i) Data Processing Supervisor</td>
<td>No rate</td>
</tr>
<tr>
<td></td>
<td>(ii) Senior Programmer</td>
<td>546.77</td>
</tr>
<tr>
<td></td>
<td>(iii) Programmer</td>
<td>537.08</td>
</tr>
<tr>
<td></td>
<td>(iv) Operator during first year</td>
<td>484.39</td>
</tr>
<tr>
<td></td>
<td>(v) Operator during second year</td>
<td>495.62</td>
</tr>
<tr>
<td></td>
<td>(vi) Operator during third year</td>
<td>506.78</td>
</tr>
<tr>
<td></td>
<td>(vii) Operator thereafter</td>
<td>518.45</td>
</tr>
<tr>
<td>19A.</td>
<td>Delta Controller</td>
<td>569.87</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Number</th>
<th>Classification</th>
<th>Total Rate Per Week $</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20.</td>
<td>Screen and Surface Overseer</td>
<td>420.72</td>
</tr>
<tr>
<td>20A.</td>
<td>Screen and Surface Overseer (W. Banks as now appointed)</td>
<td>428.50</td>
</tr>
<tr>
<td>21.</td>
<td>Senior Clerk (Clerk in Charge)</td>
<td>428.50</td>
</tr>
<tr>
<td>22.</td>
<td>Adult Clerk and Surveyor</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Assistant —</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1st year of service as adult</td>
<td>402.96</td>
</tr>
<tr>
<td></td>
<td>2nd year of service as adult</td>
<td>412.83</td>
</tr>
<tr>
<td></td>
<td>3rd year of service as adult</td>
<td>420.72</td>
</tr>
</tbody>
</table>

#### Division C.

<table>
<thead>
<tr>
<th>Number</th>
<th>Classification</th>
<th>Total Rate Per Week $</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>23.</td>
<td>Storeman (duties to include clerical work)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>1st year of service as adult</td>
<td>402.96</td>
</tr>
<tr>
<td></td>
<td>2nd year of service as adult</td>
<td>412.83</td>
</tr>
<tr>
<td></td>
<td>3rd year of service as adult</td>
<td>420.72</td>
</tr>
</tbody>
</table>

#### Division D.

<table>
<thead>
<tr>
<th>Number</th>
<th>Classification</th>
<th>Total Rate Per Week $</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>25.</td>
<td>Junior Clerk — if 1st year adult rate</td>
<td>402.96</td>
</tr>
<tr>
<td></td>
<td></td>
<td>402.96</td>
</tr>
<tr>
<td></td>
<td>Under 17 years of age</td>
<td>209.54</td>
</tr>
<tr>
<td></td>
<td>From 17 to 18 years of age</td>
<td>245.81</td>
</tr>
<tr>
<td></td>
<td>From 18 to 19 years of age</td>
<td>286.10</td>
</tr>
<tr>
<td></td>
<td>From 19 to 20 years of age</td>
<td>330.43</td>
</tr>
<tr>
<td></td>
<td>From 20 to 21 years of age</td>
<td>370.72</td>
</tr>
</tbody>
</table>

Dated at Collie the 3rd day of September 1986.

(Sgd.) G.L. FIELDING,
Chairman,
Western Australian Coal Industry Tribunal.