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[1964

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 9 of 1964.

Between Transport Workers' Union of Australia,
Industrial Union of Workers, Western Australian Branch, Applicant, and Australian Iron & Steel Ltd., Respondent.

HAVING heard Mr. D. Culley on behalf of the applicant and Mr. D. L. Hosking on behalf of the respondent, and by consent, I, the undersigned Conciliation Commissioner of the Court of Arbitration, in pursuance of a remission to me by the said Court and in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1961, do hereby order and declare—

That the Transport Workers (Iron Ore Production) Award, No. 9A/1956, be amended in accordance with the following schedule.

Dated at Perth this 24th day of January, 1964.

(Sgd.) S. F. SCHNAARS,
Conciliation Commissioner.

Schedule.

Delete clause 6 (b) (i) and (ii) of Award 9A of 1956 and insert in lieu thereof the following:—

6.—Wages.

	Margin Above Basic Wage.	£	s.	d.
(b) Adult Males:				
(i) Drivers of vehicles transporting ore or mullock	5	5	6
(ii) Drivers of other motor vehicles—				
Not exceeding 25 cwt. capacity	2	11	0
Exceeding 25 cwt. and not exceeding 3 tons capacity	3	5	0
Exceeding 3 tons and under 6 tons capacity	3	18	6
6 tons and under 7 tons capacity	4	1	0

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 5 of 1964.

Between Electrical Trades Union of Workers of Australia (Western Australian Branch), Perth Coastal District Committee Amalgamated Engineering Union Association of Workers and another, Applicants, and State Electricity Commission of Western Australia, Respondent.

HAVING heard Mr. R. W. Fletcher on behalf of the applicants and Mr. R. West on behalf of the respondent, and by consent, I, the undersigned Conciliation Commissioner of the Court of Arbitration, in pursuance of a remission to me by the said Court and in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1961, do hereby order and declare—

That the Engineering (State Electricity Commission) Award, No. 2 of 1957, as amended, be and the same is hereby further amended in accordance with the following schedule.

Dated at Perth this 24th day of January, 1964.

(Sgd.) S. F. SCHNAARS,
Conciliation Commissioner.

Schedule.

Wages Schedule: Delete item 24 of existing Wages Schedule and insert in lieu thereof the following:—

Item.	Classification.	Margin Per Week.
24.	Electrical relay maintainer—	£ s. d.
	1st 12 months' experience	5 16 0
	Thereafter	6 7 0
25.	All others	Nil

IN THE COURT OF ARBITRATION
OF WESTERN AUSTRALIA.

No. 925 of 1963.

Between Australian Workers Union, Westralian Branch, Industrial Union of Workers, Applicant, and Minister for Works and others, Respondents.

HAVING heard Mr. R. E. Archer on behalf of the applicant and Mr. B. Colcutt and Mr. J. A. Lund on behalf of the respondents, and by consent, I, the undersigned Conciliation Commissioner of the Court of Arbitration, in pursuance of a remission to me by the said Court and in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1961, do hereby order and declare—

That the Government and Survey Employees Award, No. 12 of 1953, be amended in accordance with the following schedule.

Dated at Perth this 24th day of January, 1964.

(Sgd.) S. F. SCHNAARS,
Conciliation Commissioner.

Schedule.

1. Delete Clause 8—Camp Allowance and insert in lieu the following:—

8.—Camp Allowance.

(a) Workers who are required to camp at the site of the work either by direction of the employer, or because no reasonable transport facilities are available to enable them to proceed to and from their homes each day, shall be paid a camping allowance of £3 5s. for every complete week they are available for work. Such weekly allowance is to cover any fares incurred at the weekend by men travelling away from camp to their homes and return, but a worker who is absent from duty without the employer's approval on the working day immediately prior to or succeeding a weekend shall be paid as provided in the following sentence:—

If required to be in camp for less than a complete week, they shall be paid ten shillings (10s.) per day including any Saturday or Sunday, if in camp and available for work on the working days immediately preceding and succeeding each Saturday and Sunday. Provided that in the case of workers beyond the 26th parallel camped 20 miles or more from the nearest town the camp allowance shall be £3 10s. per week.

(b) Provided, however, where the employer, at his own cost, provides the worker with a proper mess room and cooks the workers' food free of charge, the allowance provided in sub-clause (a) of this clause shall be reduced to £2 per week or 6s. 6d. per day, as the case may be, except in the case of workers beyond the 26th parallel, who are in camps 20 miles or more from the nearest town, where the amounts shall be £2 5s. per week or 6s. 6d. per day.

(c) When satisfactory accommodation, other than tents or huts, is made available by the employer, the allowance mentioned in sub-clause (a) may be reduced in the case of any worker, however short his occupation when the camp location is fixed for a period of six months or longer; the amount of such reduction to be agreed upon by a representative of the respondent concerned and the Union, and in the event of a dispute or difference, to be referred to a Board of Reference for determination. Provided that where satisfactory accommodation other than the provision of tents or huts is made available in the case of married men by the employer, the allowance mentioned in the preceding paragraph shall not be payable however short his occupation of such accommodation, when the camp location is fixed for a period of six months or longer. Such accommodation shall not be

deemed satisfactory for the purpose of this subclause unless it is sufficient to reasonably provide for the accommodation of the worker, his wife, and any of such worker's dependants who shall be nominated by him. Any dispute as to the accommodation provided under this subclause may be referred to the Board of Reference.

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 900 of 1963.

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

HAVING heard Mr. W. R. Sawyer on behalf of the applicant and Mr. G. J. Martin on behalf of the respondent, I, the undersigned Conciliation Commissioner of the Court of Arbitration, in pursuance of a remission to me by the said Court and in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1961, do hereby order and declare—

That the Clerks' (Timber) Award, No. 61 of 1947, as amended, be and the same is hereby further amended and consolidated in accordance with the attached schedule.

Dated at Perth this 23rd day of December, 1963.

(Sgd.) S. F. SCHNAARS,
Conciliation Commissioner.

Schedule.

1.—Title.

This Award shall be known as the Clerks' (Timber) Award as amended and consolidated.

2.—Arrangement.

1. Title.
2. Arrangement.
3. Area.
4. Scope.
5. Definitions.
6. Hours of Duty.
7. Overtime.
8. Meal Allowance.
9. Holidays.
10. Rates of Pay.
11. Saturday Work.
12. Annual Leave.
13. Sick Leave.
14. Termination of Service.
15. Reference.
16. Record.
17. Board of Reference.
18. Travelling Time.
19. Mixed Functions.
20. Aged and Infirm Workers.
21. Proportion of Juniors.
22. Certificate of Age, etc.
23. General.
24. Deduction.
25. Term.
26. Long Service Leave.
27. Liberty to Apply.
28. Preference to Unionists.

3.—Area.

This Award shall apply to the whole State of Western Australia, but excluding those portions of the State contained within the 20th and 26th parallel of latitude and the 125th and 129th degree of longitude.

4.—Scope.

This Award shall apply to all workers employed as Clerks (including telephone attendants and messengers where such workers do clerical work) in establishments as carried on by the respondents shown in the schedule annexed hereto. This Award shall not apply to any State Trading Concern.

5.—Definitions.

For the purpose of this Award—

- (a) "adult" shall mean a worker twenty-one (21) years of age and over, or a worker who is in receipt of the prescribed adult rate of pay;
- (b) "double time" means twice the prescribed rate of wage.

6.—Hours of Duty.

(a) The hours usually worked in each establishment immediately prior to the first day of May, 1948, shall continue to be observed during the currency of this Award, and shall be worked in a five or a five and a half day week at the option of the employer: Provided that the hours to constitute a week's work shall not exceed forty (40) hours in any one week.

(b) The lunch period shall be taken at a time mutually arranged between the employer and the worker between the hours of 12 noon and 2 p.m.: Provided that, at bush mills, the lunch period may be taken between the hours of 11.30 a.m. and 2 p.m.

7.—Overtime.

(a) Except as hereinafter in this clause provided, and subject to subclause (g) of Clause 10, all time worked on any one day outside the ordinary hours of duty shall be paid for at the rate of time and a half for the first three (3) hours, and all time worked after 12 noon on the day on which the weekly half holiday is observed, shall be paid for at the rate of double time.

(b) Where the weekly hours of duty are worked in five (5) days from Mondays to Fridays inclusive, all time worked on Saturdays between the ordinary starting time and noon shall be paid for at the rate of time and a half.

(c) All time worked on Sundays and on any of the holidays prescribed by this Award shall be paid for at the rate of double time.

(d) In the computation of overtime each day shall stand by itself.

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

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

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

(f) Any clerk in receipt of a salary at the rate of £52 per annum or more in excess of the rate herein prescribed for a senior clerk shall not be entitled to payment of overtime rates for any overtime worked.

8.—Meal Allowance.

In addition to the overtime prescribed in Clause 7, a meal allowance of five shillings (5s.) shall be paid to each worker in the following circumstances:—

- (a) If the worker is required to continue working after 6 p.m. on any day of the week from Monday to Friday inclusive, or after 1 p.m. on the day on which the weekly half holiday is observed.
- (b) If the worker is required to work until after 1 p.m. on a Sunday or any holiday prescribed under this Award.
- (c) Nothing herein contained shall apply to any worker employed at a bush mill who can reasonably return home for a meal.

9.—Holidays.

(a) Subject as hereinafter provided workers employed in establishments covered by this Award shall observe and be paid for the holidays prescribed in subclause (a) of clause 7 of Award No. 38 of 1947 or any subsequent amendment thereto or replacement thereof.

(b) Notwithstanding anything contained in subclause (a) of this clause, workers employed at bush mills shall observe and be paid for the holidays

prescribed in the Timber Workers' Award No. 36 of 1950 or any subsequent amendment thereto or replacement thereof.

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

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

10.—Rates of Pay.

The minimum rates of wages payable to workers classified in this Award shall be as follows:—

	Per Week.					
	Males.			Females.		
	£	s.	d.	£	s.	d.
(a) Basic Wage:						
Within a 15 mile radius from the G.P.O., Perth	15	1	6	11	6	1
Elsewhere in the South-West Land Division	14	19	11	11	4	11
Goldfields Area	14	14	1	11	0	7

Percentage of Male Basic Wage Per

(b) (i) Junior Workers (Male):	Week.
Under 16 years of age	42.5
Between 16 and 17 years of age	50
Between 17 and 18 years of age	60
Between 18 and 19 years of age	72.5
Between 19 and 20 years of age	85
Between 20 and 21 years of age	97.5

Percentage of Female Basic Wage Per

(ii) Junior Workers (Female):	Week.
Between 15 and 16 years of age	45
Between 16 and 17 years of age	55
Between 17 and 18 years of age	65
Between 18 and 19 years of age	77.5
Between 19 and 20 years of age	90
Between 20 and 21 years of age	97.5

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

At 18 years of age—3s. per week.
At 19 years of age—4s. per week.
At 20 years of age—5s. per week.

Margin Over Male Basic Wage Per Week.

(c) (i) Adults (Male):	£	s.	d.
At 21 years of age	1	12	6
At 22 years of age	2	12	6
At 23 years of age	3	6	0
At 24 years of age	3	15	0
At 25 years of age and over	4	5	0

Margin Over Female Basic Wage Per

(ii) Adults (Female):	£	s.	d.
At 21 years of age	2	0	0
At 22 years of age	2	5	0
At 23 years of age and over	2	10	0

Adult Stenographers, Comptometer or Calculating or Ledger Machine Operators shall receive seven shillings and sixpence (7s. 6d.) per week in addition to the above rates.

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

(e) Senior Clerks (classified as such by agreement or in default of agreement by the Board of Reference) £5 6s. margin per week.

(f) Casual Clerks may be employed at an hourly rate for a lesser period than two weeks, and shall be paid while so employed twenty-five (25) per cent. in addition to the rates prescribed above, with a minimum engagement of four (4) hours: Provided that, notwithstanding anything contained in this subclause, the basis and terms of employment of casual clerks may be varied in any particular case by agreement in writing between the employer and the Union.

(g) The hours usually and customarily worked by forwarding clerks in wholesale establishments immediately prior to the first day of May, 1948, without payment for overtime shall continue to be worked by such clerks but they shall be entitled to receive the sum of five shillings (5s.) per week in addition to the rates prescribed above.

(h) (i) Part-time workers may be employed following notification by the employer to the Union, at an hourly rate for a lesser period per week than the hours usually worked in each establishment, provided that the Union is unable to provide suitable full-time workers.

(ii) Provided however, that if the Union should object to the employment by any employer of a part-time worker, such objection must be made within 48 hours from the time of the Union receiving such application from the employer.

(iii) Any objection lodged within the aforesaid 48 hours may be referred to a Board of Reference.

(iv) Payment of annual leave and sick pay for part-time workers shall be strictly related proportionately in accordance with the number of hours worked to the conditions prescribed in each establishment for full-time workers.

(v) Should the present need for part-time workers be eliminated by a surplus of suitable workers offering for full-time employment, the Union shall be at liberty to apply to the Court for the deletion of this subclause (h) from the Award.

(i) It is hereby expressly agreed and declared that the rates prescribed herein by this amendment for junior and adult females have been arrived at without regard for the skill involved or the nature of the work performed and cannot be compared as between themselves or with the rates of pay prescribed in this Award for males or with the rates of pay prescribed in any other Award.

11.—Saturday Work.

Any work performed as part of the ordinary weekly hours of duty on a Saturday before 12 noon shall be paid for at the rate of time and a quarter.

12.—Annual Leave.

(a) Except as hereinafter provided, a period of two (2) consecutive weeks' leave with payment of ordinary wages as prescribed shall be allowed annually to a worker by his employer after a period of twelve (12) months' continuous service with that employer, but where a worker completes that twelve months' continuous service on or after the 30th November, 1963, he shall be allowed three (3) consecutive weeks' leave instead of the two (2) consecutive weeks' leave prescribed herein.

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

(c) After one (1) month's continuous service in any qualifying twelve monthly period a worker whose employment terminates shall be paid, in respect of each completed month of continuous service in that qualifying period—

- (i) one-sixth ($\frac{1}{6}$) of a week's pay at his ordinary rate of wage if he leaves his employment before the 30th November, 1963, and

one-quarter ($\frac{1}{4}$) of a week's pay at his ordinary rate of wage if he leaves his employment on or after that date;

- (ii) one-quarter ($\frac{1}{4}$) of a week's pay at his ordinary rate of wage if his employment is terminated by the employer through no fault of the worker after 29th August, 1963, and one-sixth ($\frac{1}{6}$) of a week's pay at his ordinary rate of wage if his employment is so terminated on or before that date.

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

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

(ii) In special circumstances and by mutual consent of the employer, the worker and the union concerned, annual leave may be taken in not more than two (2) periods.

(f) Every worker shall be given and shall take annual leave within nine (9) months after the date it falls due.

(g) No worker shall be required to go on holidays unless at least two (2) weeks' prior notice is given. The employer shall, as far as practicable, arrange to grant annual leave to suit the convenience of the worker.

(h) Notwithstanding anything herein contained, workers employed at bush mills shall observe and be paid for leave as prescribed in the Timber Workers' Award No. 36 of 1950 or any subsequent amendment thereto or replacement thereof.

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

(j) Notwithstanding anything else herein contained an employer who observes a Christmas closedown for the purpose of granting annual leave may require a worker to take his annual leave in not more than two (2) periods but neither of such periods shall be less than one (1) week.

13.—Sick Leave.

(a) Metropolitan Area: The provisions of clause 10 (a) of Award No. 38 of 1947 or any subsequent amendment thereto or replacement thereof shall apply in the case of workers covered by this Award in the metropolitan area.

(b) Rest of Area Covered by the Award: The provisions of clause 10 (b) of Award No. 38 of 1947 or any subsequent amendment thereto or replacement thereof shall apply in the case of workers covered by this Award outside the metropolitan area.

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

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

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

14.—Termination of Service.

The employment of any worker shall be terminable by one (1) week's notice on either side: Provided that a worker may be summarily dismissed for gross misconduct, in which case he shall be paid up to the time dismissed only.

15.—Reference.

On leaving the employ of an employer the worker shall be given a reference setting out length of service and duties performed.

16.—Record.

A record shall be kept in each establishment by the employer, wherein shall be entered—

- (i) the name of each worker;
- (ii) the age of each worker if under twenty-five (25) years of age in the case of a male worker, and twenty-three (23) years of age in the case of a female worker;
- (iii) the nature of the work performed by the worker;
- (iv) the wages, and the overtime (if any) paid each week; or at such other periods as is customary.

Such record shall be open to the inspection of a duly accredited representative of the Union during usual business hours.

17.—Board of Reference.

(a) The Court may appoint, for the purpose of the Award, a Board of Reference. The Board shall consist of a chairman and two other representatives, one to be nominated by each of the parties as prescribed by the regulations. There are assigned to the Board in the event of agreement not being arrived at between the said parties the functions of—

- (i) adjusting any matters of difference which may arise between the parties from time to time, except such as involve interpretations of the provisions of the Award or any of them;
- (ii) classifying and fixing of salaries, rates and conditions for any position, occupation or calling not specifically mentioned in the Award;
- (iii) deciding any other matter that the Court may refer to such Board from time to time.

(b) An appeal shall lie from any decision of such Board in the manner and subject to the conditions prescribed in the Regulations to the "Industrial Arbitration Act, 1912-1961" which, for this purpose are embodied in this Award.

18.—Travelling Time.

(a) When a worker is required to work temporarily at a location other than his usual place of duty, any excess fare over that which he normally incurs shall be paid by the employer.

(b) When a worker is engaged at such a distance that he cannot return at night, suitable board and lodging shall be found at the employer's expense.

(c) All travelling time outside working hours shall be paid for at ordinary time rates up to a maximum of twelve (12) hours in any twenty-four (24) hours' period from the time of starting on the journey: Provided that when the travelling is by coastal boat not more than eight (8) hours shall be paid for in any such period.

19.—Mixed Functions.

A worker relieving another worker who is engaged on a higher class of work carrying a higher minimum rate of pay for a period of not less than one (1) week continuously shall be paid the higher minimum rate appropriate to the position whilst so employed.

20.—Aged and Infirm Workers.

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

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

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

21.—Proportion of Juniors.

The proportion of juniors that may be employed shall be—

- (a) where no adult worker in receipt of the basic wage is employed, one (1) junior male and/or one (1) junior female may be employed;
- (b) where the number of adult male workers does not exceed five (5), an equal number of junior male workers may be employed;
- (c) where the number of adult male workers exceeds five (5), an increased number of junior male workers may be employed in the proportion of one (1) to two (2) in respect of the number over five (5);
- (d) where no adult female in receipt of the minimum wage is employed, junior female workers in the proportion of one (1) to each male worker in receipt of the minimum adult wage may be employed;
- (e) where the number of adult female workers employed does not exceed twelve (12), the proportion of junior female workers that may be employed shall not exceed two (2) to one (1);
- (f) where the number of adult female workers employed exceeds twelve (12), the proportion of junior female workers that may be employed in respect of the excess shall not exceed three (3) to each two (2) adult female workers.

In computing the number of junior workers to be allowed under this clause all clerical workers in the establishment shall be taken into consideration.

22.—Certificate of Age, etc.

Male workers 25 years of age and under, and female workers 23 years of age and under, upon being engaged shall furnish the employer with a certificate showing the following particulars:—

- (a) Name in full.
- (b) Date of birth.
- (c) Name of each previous employer.
- (d) Class of work performed for each previous employer.

No worker shall have any claim upon an employer for additional wages in the event of any of the above particulars being wrongly stated on the certificate. If any worker shall wilfully misstate his age in the certificate then he alone shall be guilty of a breach of this Award.

23.—General.

(a) In the event of the death of a worker the cash equivalent of all annual leave due at the time of death shall be paid to the worker's dependants or personal representative.

(b) No worker shall, as a result of the operation of this Award, suffer any loss of salary which he or she may have enjoyed to the date of this Award.

(c) On the pay day each worker shall have endorsed on the pay envelope or on an enclosed slip the amount of ordinary salary or wages due, details of the overtime due for that pay period, details of all deductions made from the gross earnings, and the net amount payable shall be shown.

24.—Deduction.

The employer shall be entitled to deduct from the worker's wages a fair and reasonable amount for rent where such worker occupies premises owned by the employer and in addition such amounts as may be deemed reasonable for the supply of lighting, wood, water and for necessary sanitary services.

Any dispute as to the amount or amounts so deducted may be referred to the Board of Reference for determination.

25.—Term.

Subject to the provisions of the Industrial Arbitration Act, 1912-1961, this Award shall operate for a period of three (3) years from the beginning of the next pay period commencing after the date hereof.

This Award was issued on the 23rd day of December, 1948.

26.—Long Service Leave.

(a) Right to Leave.

A worker shall as herein provided be entitled to leave with pay in respect of long service.

(b) Long Service.

(1) The long service which shall entitle a worker to such leave shall, subject as herein provided, be continuous service with one and the same employer.

(2) Such service shall include service prior to the 1st April, 1958, if it continued until such time but only to the extent of the last twenty (20) completed years of continuous service.

(3) (i) Where a business has, whether before or after the coming into operation hereof, been transmitted from an employer (herein called "the transmittor") to another employer (herein called "the transferee") and a worker who at the time of such transmission was an employee of the transmittor in that business becomes an employee of the transferee—the period of the continuous service which the worker has had with the transmittor (including any such service with any prior transmittor) shall be deemed to be service of the worker with the transferee.

(ii) In this subclause "transmission" includes transfer, conveyance, assignment or succession whether voluntary or by agreement or by operation of law and "transmitted" has a corresponding meaning.

(4) Such service shall include—

(a) any period of absence from duty on any annual leave or long service leave;

(b) any period of absence from duty necessitated by sickness of or injury to the worker but only to the extent of fifteen (15) working days in any year of his employment;

(c) any period following any termination of the employment by the employer if such termination has been made merely with the intention of avoiding obligations hereunder in respect of long service leave or obligations under any award in respect of annual leave;

(d) any period during which the service of the worker was or is interrupted by service—

(i) As a member of the Naval, Military or Air Forces of the Commonwealth of Australia other than as a member of the British Commonwealth Occupation 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, 1903-1956, and except in Korea or Malaya after 26th June, 1950;

(ii) As a member of the Civil Construction Corps established under the National Security Act, 1939-1946;

(iii) In any of the Armed Forces under the National Service Act, 1951 (as amended).

Provided that the worker as soon as reasonably practicable on the completion of any such service resumed or resumes employment with the employer by whom he was employed immediately before the commencement of such service.

5. Service shall be deemed to be continuous notwithstanding—

(a) the transmission of a business as referred to in paragraph (3) hereof;

(b) any interruption of a class referred to in paragraph (4) hereof irrespective of the duration thereof;

(c) any absence from duty authorised by the employer;

(d) any standing-down of a worker in accordance with the provisions of an Award, Industrial Agreement, Order or Determination under either Commonwealth or State law;

(e) any absence from duty arising directly or indirectly from an industrial dispute if the worker returns to work in accordance with the terms of settlement of the dispute;

(f) any termination of the employment by the employer on any ground other than slackness of trade if the worker be re-employed by the same employer within a period not exceeding two (2) months from the date of such termination;

(g) any termination of the employment by the employer on the ground of slackness of trade if the worker is re-employed by the same employer within a period not exceeding six (6) months from the date of such termination;

(h) any reasonable absence of the worker on legitimate union business in respect of which he has requested and been refused leave;

(i) any absence from duty after the coming into operation of this clause by reason of any cause not specified in this clause unless the employer, during the absence or within fourteen (14) days of the termination of the absence notifies the worker in writing that such absence will be regarded as having broken the continuity of service, which notice may be given by delivery to the worker personally or by posting it by registered mail to his last recorded address, in which case it shall be deemed to have reached him in due course of post. Provided that the period of any absence from duty or the period of any interruption referred to in placita (c) to (i) inclusive of this paragraph shall not (except as set out in paragraph (4) hereof) count as service.

(c) Period of Leave.

(1) The leave to which a worker shall be entitled or deemed to be entitled shall be as provided in this subclause.

(2) Where a worker has completed at least 20 years' service the amount of leave shall be—

(a) in respect of twenty (20) years' service so completed—thirteen (13) weeks' leave;

(b) in respect of each ten (10) years' service completed after such twenty (20) years—six and a half (6½) weeks' leave.

(3) Where a worker has completed at least fifteen (15) years' service since its commencement and his employment is terminated—

(a) by his death;

(b) in any circumstances otherwise than by the employer for serious misconduct;

the amount of leave shall be—

(i) if such determination takes place before the worker has become entitled to leave under placitum (a) of paragraph (2) hereof such proportion of thirteen (13) weeks' leave as the number of completed years of such service bears to twenty (20) years;

(ii) if such termination takes place after the worker has become entitled to leave under placitum (a) of paragraph (2) hereof the leave due under such placitum and in addition such proportion of thirteen (13) weeks' leave as the number of completed years of such service after the accrual of such entitlement bears to twenty (20) years.

(4) Where a worker has completed at least ten (10) years' service but less than fifteen (15) years' service since its commencement and his employment is terminated—

(i) by his death; or

(ii) by the employer for any reason other than serious misconduct; or

(iii) by the worker on account of sickness of or injury to the worker or domestic or other pressing necessity where such sickness or injury or necessity is of such a nature as to justify or in the event of a

dispute is in the opinion of the Special Board of Reference, of such a nature as to justify such termination;

the amount of leave shall be such proportion of thirteen (13) weeks' leave as the number of completed years of such service bears to twenty (20) years.

(5) In the cases to which paragraphs (3) and (4) hereof apply the worker shall be deemed to have been entitled to and to have commenced leave immediately prior to such termination.

(d) Payment for Period of Leave.

(1) A worker shall subject to paragraph (3) hereof, be entitled to be paid for each week of leave to which he has become entitled or is deemed to have become entitled the ordinary time rate of pay applicable to him at the date he commences such leave.

(2) Such ordinary time rate of pay shall be the rate applicable to him for the standard weekly hours which are prescribed by this Award, but in the case of casuals and part-time workers shall be the ordinary time rate for the number of hours usually worked up to but not exceeding the prescribed standard.

(3) Where by agreement between the employer and the worker the commencement of the leave to which the worker is entitled or any portion thereof is postponed to meet the convenience of the worker, the rate of payment for such leave shall be at the ordinary time rate of pay applicable to him at the date of accrual, or, if so agreed, at the ordinary time rate of pay applicable at the date he commences such leave.

(4) The ordinary time rate of pay—

(a) shall include any deductions from wages for board and/or lodging or the like which is not provided and taken during the period of leave;

(b) shall not include shift premiums, overtime, penalty rates, commissions, bonuses, allowances or the like.

(5) In the case of workers employed on piece or bonus work or any other system of payment by results payment shall be at ordinary time rates.

(e) Taking Leave.

(1) In a case to which paragraph (2) of subclause (c) applies—

(a) Leave shall be granted and taken as soon as reasonably practicable after the right thereto accrues due or at such time or times as may be agreed between the employer and the worker or in the absence of such agreement at such time or times as may be determined by the Special Board of Reference, having regard to the needs of the employer's establishment and the worker's circumstances.

(b) Except where the time for taking leave is agreed to by the employer and the worker or determined by the Special Board of Reference the employer shall give to a worker at least one (1) month's notice of the date from which his leave is to be taken.

(c) Leave may be granted and taken in one continuous period or if the employer and the worker so agree in not more than three (3) separate periods in respect of the first thirteen (13) weeks' entitlement and in not more than two (2) separate periods in respect of any subsequent period of entitlement.

(d) Any leave shall be inclusive of any public holidays specified in this Award occurring during the period when the leave is taken but shall not be inclusive of any annual leave.

(e) Payment shall be made in one of the following ways:—

(i) In full before the worker goes on leave;

(ii) at the same time as his wages would have been paid to him if the worker had remained at work, in which case payment shall, if the worker in writing so requires, be made by cheque posted to an address specified by the worker; or

(iii) in any other way agreed between the employer and the worker.

(f) No worker shall, during any period when he is on leave, engage in any employment for hire or reward in substitution for the employment from which he is on leave, and if a worker 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 the employer shall be entitled to withhold any further payment in respect of the period and to reclaim any payments already made on account of such period of leave.

(2) In a case to which paragraph (3) or paragraph (4) of subclause (c) applies and in any case in which the employment of the worker who has become entitled to leave hereunder is terminated before such leave is taken or fully taken the employer shall, upon termination of his employment otherwise than by death pay to the worker, and upon termination of employment by death pay to the personal representative of the worker upon request by the personal representative, a sum equivalent to the amount which would have been payable in respect of the period of leave to which he is entitled or deemed to have been entitled and which would have been taken but for such termination. Such payment shall be deemed to have satisfied the obligation of the employer in respect of leave hereunder.

(f) Granting Leave in Advance and Benefits to be Brought into Account.

(1) Any employer may by agreement with a worker allow leave to such a worker before the right thereto has accrued due, but where leave is taken in such case the worker shall not become entitled to any further leave hereunder in respect of any period until after the expiration of the period in respect of which such leave had been taken before it accrued due.

(2) Where leave has been granted to a worker pursuant to the preceding paragraph before the right thereto has accrued due, and the employment subsequently is terminated, the employer may deduct from whatever remuneration is payable upon the termination of the employment a proportionate amount on the basis of thirteen (13) weeks for twenty (20) years' service in respect of any period for which the worker has been granted long service leave to which he was not at the date of termination of the employment or prior thereto entitled.

(3) Any leave in the nature of long service leave or payment in lieu thereof under a State law or a long service leave scheme not under the provisions hereof granted to a worker by his employer in respect of any period of service with the employer shall be taken into account whether the same is granted before or after the coming into operation hereof and shall be deemed to have been leave taken and granted hereunder in the case of leave with pay to the extent of the period of such leave and in the case of payment in lieu thereof to the extent of a period of leave with pay equivalent to the amount of the payment and to be satisfaction to the extent thereof of the entitlement of the worker hereunder.

(g) Records to be Kept.

(1) Each employer shall during the employment and for a period of twelve (12) months thereafter, or in the case of termination by death of the worker a period of three (3) years thereafter, keep a record from which can be readily ascertained the name of each worker, and his occupation, the date of the commencement of his employment and his entitlement to long service leave and any leave which may have been granted to him or in respect of which payment may have been made hereunder.

(2) Such record shall be open for inspection in the manner and circumstances prescribed by this Award with respect to the time and wages record.

(h) Special Board of Reference.

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

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

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

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

(3) The Board of Reference shall consist of one representative or substitute therefore nominated from time to time by the Western Australian Employers' Federation (Incorporated) and one representative or substitute nominated from time to time by the West Australian Trade Unions Industrial Council (A.L.P.) together with a chairman to be mutually agreed upon by the organisations named in this paragraph.

(i) State Law.

(1) The provisions of any State Law to the extent to which they have before the coming into operation hereof conferred an accrued right on a worker to be granted a period of long service leave in respect of a completed period of twenty (20) or more years' service or employment or an accrued right on a worker or his personal representative to payment in respect of long service leave shall not be affected hereby and shall not be deemed to be inconsistent with the provisions hereof.

(2) The entitlement of any such worker to leave in respect of a period of service with the employer completed after the period in respect of which the long service leave referred to in paragraph (1) hereof accrued due shall be in accordance herewith.

(3) Subject to paragraphs (1) and (2) hereof, the entitlement to leave hereunder shall be in substitution for and satisfaction of any long service leave to which the worker may be entitled in respect of employment of the worker by the employer.

(4) An employer who under any State Law with regard to long service leave is exempted from the provisions of that law as at the first day of April, 1958, shall in respect of the workers covered by such exemption be exempt from the provisions hereof.

(j) Exemptions.

The Special Board of Reference may subject to such conditions as it thinks fit exempt any employer from the provisions hereof in respect of its employees where there is an existing or prospective long service leave scheme which, in its opinion is, viewed as a whole, more favourable for the whole of the employees of that employer than the provisions hereof.

27.—Liberty to Apply.

Liberty is reserved to any party to apply to correct any errors or to overcome any anomalies created by any hours Amendments to the Shop Assistants' Awards or Agreements.

28.—Preference to Unionists.

(a) In this clause the term "worker" does not include a male worker in receipt of a salary at the rate of £2 per week or more in excess of the rate herein prescribed for a senior clerk or a female worker (except a female ledger-keeper covered by subclause (d) of clause 10) in receipt of a salary at the rate of 30s. per week or more in excess of the maximum rate otherwise prescribed herein in subclause (c) of clause 10 for an adult female and this clause shall not apply to such male or female workers.

(b) In this clause the term "unionist" means a worker who is a financial member of the industrial union of workers party to this Award.

(c) Any worker whose application for membership of the Union has been refused shall have the right of appeal to the Industrial Registrar whose

decision on such matter shall be final. Such worker who has exercised his right of appeal shall pending the decision of the Industrial Registrar have the same rights under this clause as a "unionist."

(d) Subject to subclause (e) hereof workers who are not "unionists" shall within seven (7) days of being supplied with the necessary application form for membership, and a copy of this clause by an accredited representative of the applicant union, apply in the prescribed manner for membership and if accepted as a member maintain financial membership whilst employed by a respondent to this Award.

Workers who are unfinancial members of the industrial union of workers party to this Award shall become and maintain financial membership whilst employed by a respondent to this Award.

(e) Exemptions:—

(i) Any worker may apply in writing to the Industrial Registrar, Court of Arbitration, Perth (whose decision shall be final), for exemption from this clause.

(ii) An applicant for exemption shall detail in the application to the Industrial Registrar his reasons for desiring exemption, and such application shall only be valid and considered by the Industrial Registrar if it is forwarded by registered post within seven (7) days of the applicant's receipt of the application for membership as prescribed in subclause (d).

(iii) The Industrial Registrar in the exercise of his discretion may grant exemption with such conditions as he deems desirable—

(a) if the applicant is a financial member of any other registered industrial union;

(b) if the worker objects on the grounds of conscientious religious belief to becoming a member of any industrial union; and

(c) for any other reason which the Industrial Registrar deems sufficient.

(iv) A worker refused exemption by the Industrial Registrar shall within seven (7) days of the decision make application for membership of the applicant Union and if accepted as a member maintain financial membership whilst employed by a respondent to this Award.

IN THE COURT OF ARBITRATION
OF WESTERN AUSTRALIA.

No. 898 of 1963.

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

HAVING heard Mr. W. R. Sawyer on behalf of the applicant and Mr. G. J. Martin on behalf of the respondent, I, the undersigned, Conciliation Commissioner of the Court of Arbitration, in pursuance of a remission to me by the said Court and in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1961, do hereby order and declare—

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

Dated at Perth this 23rd day of December, 1963.

(Sgd.) S. F. SCHNAARS,
Conciliation Commissioner.

Schedule.

1.—Title.

This Award shall be known as the Clerks' (Credit and Finance Establishments) Award as amended and consolidated.

2.—Arrangement.

1. Title.
2. Arrangement.
3. Area.
4. Scope.
5. Definitions.
6. Hours of Duty.
7. Overtime.
8. Meal Allowance.
9. Holidays.
10. Rates of Pay.
11. Annual Leave.
12. Sick Leave.
13. Termination of Service.
14. Reference.
15. Record.
16. Board of Reference.
17. Travelling Time.
18. Higher Duties.
19. Aged and Infirm Workers.
20. Certificate of Age, etc.
21. General.
22. Right of Entry.
23. Term.
24. Saturday Work.
25. Liberty to Apply.
26. Long Service Leave.
27. Preference to Unionists.

3.—Area.

This Award shall be limited in its effect to an area comprised within a radius of twenty-five (25) miles from the General Post Office at Perth.

4.—Scope.

This Award shall apply to workers employed as clerks in any credit and finance establishment as defined in Clause 5 of this Award: Provided that it shall not apply to workers who are at present provided for in any other Award of the Court of Arbitration.

5.—Definitions.—

For the purpose of this Award—

- (a) "adult" shall mean a worker twenty-one (21) years of age and over, or a worker who is in receipt of the prescribed adult rate of pay;
- (b) "double time" for the purpose of this Award means twice the prescribed rate of wage;
- (c) "credit and finance establishment" shall mean an establishment where finance is arranged and/or extended to individual persons and/or bodies corporate for the purchase of goods.

6.—Hours of Duty.

(a) The ordinary hours of duty shall not exceed forty (40) hours in any one week, to be worked in a five (5) or five and a half (5½) day week at the option of the employer.

(b) The lunch hour shall be taken at a time mutually arranged between the employer and the worker between the hours of 12 noon and 2 p.m.; one (1) full hour to be allowed for lunch.

(c) The hours of duty fixed by this Award have been fixed without relation to the hours prescribed in Awards made by the State Court of Arbitration of which the applicant Union is a party.

7.—Overtime.

(a) Except as hereinafter in this clause provided, all time worked on any one day outside the ordinary hours of duty shall be paid for at the rate of time and a half for the first two (2) hours, and all time worked after the first two (2) and all time worked after 12 noon on Saturday shall be paid for at the rate of double time.

(b) Where the ordinary weekly hours of duty are worked in five (5) days from Monday to Fridays inclusive, all time worked on Saturdays between the ordinary starting time and noon shall be paid for at the rate of time and a half.

(c) All time worked on Sundays and on any of the holidays prescribed by this Award shall be paid for at the rate of double time.

(d) In the computation of overtime each day shall stand by itself.

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

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

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

(f) Any clerk in receipt of a salary at the rate of £52 per annum or more in excess of the rate herein prescribed for a senior clerk shall not be entitled to payment of overtime rates for any overtime worked.

8.—Meal Allowance.

In addition to the overtime prescribed in Clause 7, a meal allowance of five shillings (5s.) shall be paid to each worker in the following circumstances:—

- (a) If the worker is required to continue working after 6 p.m. on any day of the week from Monday to Friday inclusive, or after 1 p.m. on the day on which the weekly half holiday is observed.
- (b) If the worker is required to work until after 1 p.m. on a Sunday or any holiday prescribed under this Award.

9.—Holidays.

(a) (i) The following days, or the days observed in lieu shall subject to Clause 7 be allowed as holidays without deduction of pay, namely: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties, in lieu of any of the days named in the subclause.

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

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

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

10.—Rates of Pay.

The minimum rates of wages payable to workers classified in this Award shall be as follows:—

(a) Basic Wage:	Per Week.		
	£	s.	d.
Males—			
Within a 15 mile radius from the G.P.O., Perth	15	1	6
Outside a 15 mile radius but within a 25 mile radius from the G.P.O., Perth	14	19	11
Females—			
Within a 15 mile radius from the G.P.O., Perth	11	6	1
Outside a 15 mile radius but within a 25 mile radius from the G.P.O., Perth	11	4	11
(b) (i) Junior Workers (Male)—	Percentage of Male Basic Wage Per Week.		
Under 16 years of age	42.5		
Between 16 and 17 years of age	50		
Between 17 and 18 years of age	60		
Between 18 and 19 years of age	72.5		
Between 19 and 20 years of age	85		
Between 20 and 21 years of age	97.5		

(ii) Junior Workers (Female):

	Percentage of Female Basic Wage Per Week.
Between 15 and 16 years of age	45
Between 16 and 17 years of age	55
Between 17 and 18 years of age	65
Between 18 and 19 years of age	77.5
Between 19 and 20 years of age	90
Between 20 and 21 years of age	97.5

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

- At 18 years of age—3s. per week.
- At 19 years of age—4s. per week..
- At 20 years of age—5s. per week.

(c) (i) Adults (Male)—

	Margin Over Male Basic Wage Per Week.
	£ s. d.
At 21 years of age	1 12 6
At 22 years of age	2 12 6
At 23 years of age	3 6 0
At 24 years of age	3 15 0
At 25 years of age and over	4 5 0

(ii) Adults (Female)—

	Margin Over Female Basic Wage Per Week.
	£ s. d.
At 21 years of age	2 0 0
At 22 years of age	2 5 0
At 23 years of age and over	2 10 0

Adult Stenographers, Comptometer or Calculating or Ledger Machine operators shall receive seven shillings and sixpence (7s. 6d.) per week in addition to the above rates.

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

(e) Senior Clerks (classified as such by agreement or in default of agreement by the Board of Reference) £5 6s. margin per week.

(f) Casual clerks may be employed at an hourly rate for a lesser period than two weeks, and shall be paid whilst so employed twenty-five (25) per cent. in addition to the rates prescribed above, with a minimum engagement of four hours: Provided that, notwithstanding anything contained in this subclause, the basis and terms of employment of casual clerks may be varied in any particular case by agreement in writing between the employer and the Union.

(g) (i) Part-time workers may be employed, following notification by the employer to the Union, at an hourly rate for a lesser period per week than the hours usually worked in each establishment, provided that the Union is unable to provide suitable full-time workers.

(ii) Provided, however, that if the Union should object to the employment by any employer of a part-time worker, such objection must be made within 48 hours from the time of the Union receiving such application from the employer.

(iii) Any objection lodged within the aforesaid 48 hours may be referred to a Board of Reference.

(iv) Payment of annual leave and sick pay for part-time workers shall be strictly related proportionately in accordance with the number of hours worked to the conditions prescribed in each establishment for full-time workers.

(v) Should the present need for part-time workers be eliminated by a surplus of suitable workers offering for full-time employment, the Union shall be at liberty to apply to the Court for the deletion of this subclause (g) from the Award.

(h) It is hereby expressly agreed and declared that the rates prescribed herein by this amendment for junior and adult females have been arrived at without regard for the skill involved or the nature of the work performed, and cannot be compared as between themselves or with the rates of pay prescribed in this Award for males or with the rates of pay prescribed in any other Award.

11.—Annual Leave.

(a) Except as hereinafter provided, a period of two (2) consecutive weeks leave with payment of ordinary wages as prescribed shall be allowed annually to a worker by his employer after a period of twelve (12) months' continuous service with that employer, but where a worker completes that twelve months continuous service on or after the 30th November, 1963, he shall be allowed three (3) consecutive weeks' leave instead of the two (2) consecutive weeks' leave prescribed herein.

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

(c) After one (1) month's continuous service in any qualifying twelve monthly period a worker whose employment terminates shall be paid, in respect of each completed month of continuous service in that qualifying period—

(i) one-sixth ($\frac{1}{6}$) of a week's pay at his ordinary rate of wage if he leaves his employment before the 30th November, 1963, and one-quarter ($\frac{1}{4}$) of a week's pay at his ordinary rate of wage if he leaves his employment on or after that date;

(ii) one-quarter ($\frac{1}{4}$) of a week's pay at his ordinary rate of wage if his employment is terminated by the employer through no fault of the worker after 29th August, 1963, and one-sixth ($\frac{1}{6}$) of a week's pay at his ordinary rate of wage if his employment is so terminated on or before that date.

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

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

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

(f) Every worker shall be given and shall take annual leave within nine (9) months after the date it falls due.

(g) No worker shall be required to go on holidays unless at least two (2) weeks' prior notice is given. The employer shall, as far as practicable, arrange to grant annual leave to suit the convenience of the worker.

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

(i) Notwithstanding anything else herein contained an employer who observes a Christmas closedown for the purpose of granting annual leave may require a worker to take his annual leave in not more than two (2) periods but neither of such periods shall be less than one (1) week.

12.—Sick Leave.

(a) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health for one-twelfth (1/12) of a week for each completed month of service: Provided that payment for absence through such ill-health shall be limited to one (1) week in each calendar year. Payment hereunder may be adjusted at the end of each calendar year or at the time the worker leaves the service of the employer in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred: Provided further that notwithstanding anything contained in this

subclause, if the full period of sick leave as prescribed is not taken in any year, such portion as is not taken shall be cumulative from year to year up to a period not exceeding three (3) weeks.

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

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

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

13.—Termination of Service.

The employment of any worker shall be terminable by one (1) week's notice on either side: Provided that a worker may be summarily dismissed for gross misconduct, in which case he shall be paid up to the time of dismissal only.

14.—Reference.

On leaving the employ of an employer the worker shall be given a reference setting out length of service and duties performed.

15.—Record.

A record shall be kept in each establishment by the employer, wherein shall be entered—

- (i) the name of each worker;
- (ii) the age of each worker if under twenty-five (25) years of age in the case of a male worker, and twenty-three (23) years of age in the case of a female worker;
- (iii) the nature of the work performed by the worker;
- (iv) the wages, and the overtime (if any) paid each week; and such record shall, if correct, be signed at least once weekly by the worker.

Such record shall be opened to the inspection of a duly accredited representative of the Union during usual business hours.

16.—Board of Reference.

(i) The Court may appoint, for the purpose of the Award, a Board of Reference. The Board shall consist of a chairman and two other representatives, one to be nominated by each of the parties as prescribed by the regulations. There are assigned to the board in the event of agreement not being arrived at between the said parties the functions of—

- (a) adjusting any matters of difference which may arise between the parties from time to time except such as involve interpretations of the provisions of the Award or any of them.
- (b) deciding any other matter that the Court may refer to such Board from time to time.
- (ii) An appeal shall lie from any decision of such Board in the manner and subject to the conditions prescribed in the regulations to the Industrial Arbitration Act, 1912-1961 which, for this purpose, are embodied in this Award.

17.—Travelling Time.

(a) When a worker is required to work temporarily at a location other than his usual place of duty, any excess fare over that which he normally incurs shall be paid by the employer.

(b) When a worker is engaged at such a distance that he cannot return at night, suitable board and lodging shall be found at the employer's expense.

(c) All travelling time outside ordinary working hours shall be paid for at ordinary rates up to a maximum of twelve (12) hours in any twenty-four (24) hours' period from the time of starting on the journey: Provided that when the travelling is by coastal boat not more than eight (8) hours shall be paid for in any such period.

18.—Higher Duties.

A worker relieving another worker who is engaged on a higher class of work carrying a higher minimum rate of pay for a period of not less than one (1) week continuously shall be paid the higher minimum rate appropriate to the position whilst so employed.

19.—Aged and Infirm Workers.

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

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

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

20.—Certificate of Age, etc.

Male workers 25 years of age and under, and female workers 23 years of age and under, upon being engaged shall furnish the employer with a certificate showing the following particulars:—

- (a) name in full;
- (b) date of birth;
- (c) name of each previous employer;
- (d) class of work performed for each previous employer.

No worker shall have any claim upon an employer for additional wages in the event of any of the above particulars being wrongly stated on the certificate. If any worker shall wilfully mis-state his age in the certificate then he alone shall be guilty of a breach of this Award.

21.—General.

(a) In the event of the death of a worker the case equivalent of all annual leave due at the time of death shall be paid to the worker's dependants or personal representative.

(b) No worker shall, as a result of the operation of this Award, suffer any loss of salary which he or she may have enjoyed to the date of this Award.

(c) On the pay day each worker shall have endorsed on the pay envelope the amount of ordinary salary or wages due, details of the overtime due for that pay period, details of all deductions made from the gross earnings, and the net amount payable shall be shown.

22.—Right of Entry.

A duly accredited representative of the Union shall be permitted to interview any worker on legitimate union business on the business premises of his employer during the recognised meal hour of the worker with the permission of his employer (which permission shall not be unreasonably withheld) but this permission shall not be exercised more than once in any one week without the consent of the employer.

23.—Term.

Subject to the provisions of the Industrial Arbitration Act this Award shall operate for a period of three (3) years commencing as from the beginning of the first pay period after the date hereof.

(This Award was issued on the 30th day of November, 1953.)

24.—Saturday Work.

Any work performed as part of the ordinary weekly hours of duty on a Saturday before 12 noon shall be paid for at the rate of time and a quarter.

25.—Liberty to Apply.

Liberty is reserved to any party to apply to correct any errors or to overcome any anomalies created by any hours amendments to the Shop Assistants' Awards or Agreements.

26.—Long Service Leave.

(a) Right to Leave.

A worker shall as herein provided be entitled to leave with pay in respect of long service.

(b) Long Service.

(1) The long service which shall entitle a worker to such leave shall, subject as herein provided, be continuous service with one and the same employer.

(2) Such service shall include service prior to the 1st April, 1958, if it continued until such time but only to the extent of the last twenty (20) completed years of continuous service.

(3) (i) Where a business has, whether before or after the coming into operation hereof, been transmitted from an employer (herein called "the transmitter") to another employer (herein called "the transferee") and a worker who at the time of such transmission was an employee of the transmitter in that business becomes an employee of the transferee—the period of the continuous service which the worker has had with the transmitter (including any such service with any prior transmitter) shall be deemed to be service of the worker with the transferee.

(ii) In this subclause "transmission" includes transfer, conveyance, assignment or succession whether voluntary or by agreement or by operation of law and "transmitted" has a corresponding meaning.

(4) Such service shall include—

- (a) any period of absence from duty on any annual leave or long service leave;
- (b) any period of absence from duty necessitated by sickness or injury to the worker but only to the extent of fifteen (15) working days in any year of his employment;
- (c) any period following any termination of the employment by the employer if such termination has been made merely with the intention of avoiding obligations hereunder in respect of long service leave or obligations under any award in respect of annual leave;
- (d) any period during which the service of the worker was or is interrupted by service—
 - (i) as a member of the Naval, Military or Air Forces of the Commonwealth of Australia other than as a member of the British Commonwealth Occupation 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, 1903-1956, and except in Korea or Malaya after 26th June, 1950;
 - (ii) as a member of the Civil Construction Corps established under the National Security Act, 1939-1946;
 - (iii) in any of the Armed Forces under the National Service Act, 1951 (as amended).

Provided that the worker as soon as reasonably practicable on the completion of any such service resumed or resumes employment with the employer by whom he was employed immediately before the commencement of such service.

(5) Service shall be deemed to be continuous notwithstanding—

- (a) the transmission of a business as referred to in paragraph (3) hereof;
- (b) any interruption of a class referred to in paragraph (4) hereof irrespective of the duration thereof;
- (c) any absence from duty authorised by the employer;
- (d) any standing-down of a worker in accordance with the provisions of an award, industrial agreement, order or determination under either Commonwealth or State law;
- (e) any absence from duty arising directly or indirectly from an industrial dispute if the worker returns to work in accordance with the terms of settlement of the dispute;

(f) any termination of the employment by the employer on any ground other than slackness of trade if the worker be re-employed by the same employer within a period not exceeding two (2) months from the date of such termination;

(g) any termination of the employment by the employer on the ground of slackness of trade if the worker is re-employed by the same employer within a period not exceeding six (6) months from the date of such termination;

(h) any reasonable absence of the worker on legitimate union business in respect of which he has requested and been refused leave;

(i) any absence from duty after the coming into operation of this clause by reason of any cause not specified in this clause unless the employer, during the absence or within fourteen (14) days of the termination of the absence, notifies the worker in writing that such absence will be regarded as having broken the continuity of service, which notice may be given by delivery to the worker personally or by posting it by registered mail to his last recorded address, in which case it shall be deemed to have reached him in due course of post.

Provided that the period of any absence from duty or the period of any interruption referred to in placita (c) to (i) inclusive of this paragraph shall not (except as set out in paragraph (4) hereof) count as service.

(c) Period of Leave.

(1) The leave to which a worker shall be entitled or deemed to be entitled shall be as provided in this subclause.

(2) Where a worker has completed at least 20 years' service the amount of leave shall be—

- (a) in respect of twenty (20) years' service so Completed—thirteen (13) weeks' leave;
- (b) in respect of each ten (10) years' service completed after such twenty (20) years—six and a half (6½) weeks' leave.

(3) Where a worker has completed at least fifteen (15) years' service since its commencement and his employment is terminated—

- (a) by his death;
- (b) in any circumstances otherwise than by the employer for serious misconduct;

the amount of leave shall be—

- (i) if such determination takes place before the worker has become entitled to leave under placitum (a) of paragraph (2) hereof such proportion of thirteen (13) weeks' leave as the number of completed years of such service bears to twenty (20) years;
- (ii) if such termination takes place after the worker has become entitled to leave under placitum (a) of paragraph (2) hereof the leave due under such placitum and in addition such proportion of thirteen (13) weeks' leave as the number of completed years of such service after the accrual of such entitlement bears to twenty (20) years.

(4) Where a worker has completed at least ten (10) years' service but less than fifteen (15) years' service since its commencement and his employment is terminated—

- (i) by his death; or
- (ii) by the employer for any reason other than serious misconduct; or
- (iii) by the worker on account of sickness or injury to the worker or domestic or other pressing necessity where such sickness or injury or necessity is of such a nature as to justify or in the event of a dispute is in the opinion of the Special Board of Reference of such a nature as to justify such termination;

the amount of leave shall be such proportion of thirteen (13) weeks' leave as the number of completed years of such service bears to twenty (20) years.

(5) In the cases to which paragraphs (3) and (4) hereof apply the worker shall be deemed to have been entitled to and to have commenced leave immediately prior to such termination.

(d) Payment for Period of Leave.

(1) A worker shall subject to paragraph (3) hereof, be entitled to be paid for each week of leave to which he has become entitled or is deemed to have become entitled the ordinary time rate of pay applicable to him at the date he commences such leave.

(2) Such ordinary time rate of pay shall be the rate applicable to him for the standard weekly hours which are prescribed by this Award (or Agreement), but in the case of casuals and part-time workers shall be the ordinary time rate for the number of hours usually worked up to but not exceeding the prescribed standard.

(3) Where by agreement between the employer and the worker the commencement of the leave to which the worker is entitled or any portion thereof is postponed to meet the convenience of the worker, the rate of payment for such leave shall be at the ordinary time rate of pay applicable to him at the date of accrual, or, if so agree, at the ordinary time rate of pay applicable at the date he commences such leave.

(4) The ordinary time rate of pay—

(a) shall include any deductions from wages for board and/or lodging or the like which is not provided and taken during the period of leave;

(b) shall not include shift premiums, overtime, penalty rates, commissions, bonuses, allowances or the like.

(5) In any case of workers employed on piece or bonus work or any other system of payment by results payment shall be at ordinary time rates.

(e) Taking Leave.

(1) In a case to which paragraph (2) of sub-clause (c) applies—

(a) Leave shall be granted and taken as soon as reasonably practicable after the right thereto accrues due or at such time or times as may be agreed between the employer and the worker or in the absence of such agreement at such time or times as may be determined by the Special Board of Reference, having regard to the needs of the employer's establishment and the worker's circumstances.

(b) Except where the time for taking leave is agreed to by the employer and the worker or determined by the Special Board of Reference the employer shall give to a worker at least one (1) month's notice of the date from which his leave is to be taken.

(c) Leave may be granted and taken in one continuous period or if the employer and the worker so agree in not more than three (3) separate periods in respect of the first thirteen (13) weeks' entitlement and in not more than two (2) separate periods in respect of any subsequent period of entitlement.

(d) Any leave shall be inclusive of any public holidays specified in this award (or agreement) occurring during the period when the leave is taken but shall not be inclusive of any annual leave.

(e) Payment shall be made in one of the following ways:—

(i) In full before the worker goes on leave;

(ii) at the same time as his wages would have been paid to him if the worker had remained at work, in which case payment shall, if the worker in writing so requires, be made by cheque posted to an address specified by the worker; or

(iii) in any other way agreed between the employer and the worker.

(f) No worker shall, during any period when he is on leave, engage in any employment for hire or reward in substitution for the employment from which he is on leave, and if a worker 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 the employer shall be entitled to withhold any further payment in respect of the period and to reclaim any payments already made on account of such period of leave.

(2) In a case to which paragraph (3) or paragraph (4) of subclause (c) applies and in any case in which the employment of the worker who has become entitled to leave hereunder is terminated before such leave is taken or fully taken the employer shall, upon termination of his employment otherwise than by death pay to the worker, and upon termination of employment by death pay to the personal representative of the worker upon request by the personal representative, a sum equivalent to the amount which would have been payable in respect of the period of leave to which he is entitled or deemed to have been entitled and which would have been taken but for such termination. Such payment shall be deemed to have satisfied the obligation of the employer in respect of leave hereunder.

(f) Granting Leave in Advance and Benefits to be Brought into Account.

(1) Any employer may by agreement with a worker allow leave to such a worker before the right thereto has accrued due, but where leave is taken in such case the worker shall not become entitled to any further leave hereunder in respect of any period until after the expiration of the period in respect of which such leave had been taken before it accrued due.

(2) Where leave has been granted to a worker pursuant to the preceding paragraph before the right thereto has accrued due, and the employment subsequently is terminated, the employer may deduct from whatever remuneration is payable upon the termination of the employment a proportionate amount on the basis of thirteen (13) weeks for twenty (20) years' service in respect of any period for which the worker has been granted long service leave to which he was not at the date of termination of the employment or prior thereto entitled.

(3) Any leave in the nature of long service leave or payment in lieu thereof under a State law or a long service leave scheme not under the provisions hereof granted to a worker by his employer in respect of any period of service with the employer shall be taken into account whether the same is granted before or after the coming into operation hereof and shall be deemed to have been leave taken and granted hereunder in the case of leave with pay to the extent of the period of such leave and in the case of payment in lieu thereof to the extent of a period of leave with pay equivalent to the amount of the payment and to be satisfaction to the extent thereof of the entitlement of the worker hereunder.

(g) Records to be Kept.

(1) Each employer shall during the employment and for a period of twelve (12) months thereafter, or in the case of termination by death of the worker a period of three (3) years thereafter, keep a record from which can be readily ascertained the name of each worker, and his occupation, the date of the commencement of his employment and his entitlement to long service leave and any leave which may have been granted to him or in respect of which payment may have been made hereunder.

(2) Such record shall be open for inspection in the manner and circumstances prescribed by this award (or agreement) with respect to the time and wages record.

(h) Special Board of Reference.

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

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

- (a) the settlement of disputes on any matters arising hereunder;
- (b) the determination of such matters as are specifically assigned to it hereunder.

(3) The Board of Reference shall consist of one representative or substitute therefor nominated from time to time by the Western Australian Employers' Federation (Incorporated) and one representative or substitute nominated from time to time by the West Australian Trade Unions Industrial Council (A.L.P.) together with a chairman to be mutually agreed upon by the organisations named in this paragraph.

(i) State Law.

(1) The provisions of any State Law to the extent to which they have before the coming into operation hereof conferred an accrued right on a worker to be granted a period of long service leave in respect of a completed period of twenty (20) or more years' service or employment or an accrued right on a worker or his personal representative to payment in respect of long service leave shall not be affected hereby and shall not be deemed to be inconsistent with the provisions hereof.

(2) The entitlement of any such worker to leave in respect of a period of service with the employer completed after the period in respect of which the long service leave referred to in paragraph (1) hereof accrued due shall be in accordance herewith.

(3) Subject to paragraphs (1) and (2) hereof, the entitlement to leave hereunder shall be in substitution for any satisfaction of any long service leave to which the worker may be entitled in respect of employment of the worker by the employer.

(4) An employer who under any State Law with regard to long service leave is exempted from the provisions of that law as at the first day of April, 1959, shall in respect of the workers covered by such exemption be exempt from the provisions hereof.

(j) Exemptions.

The Special Board of Reference may subject to such conditions as it thinks fit exempt any employer from the provisions hereof in respect of its employees where there is an existing or prospective long service leave scheme which, in its opinion is, viewed as a whole, more favourable for the whole of the employees of that employer than the provisions hereof.

(k) Liberty to Apply.

Liberty is granted to any party to this Award to apply to the Court at any time for an appropriate variation of this clause if any of the terms and conditions operating under the code of Long Service Leave being negotiated between the Australian Council of Trade Unions and Federal Employers' Organisations is varied in any way.

27.—Preference to Unionists.

(a) In this clause the term "worker" does not include a male worker in receipt of a salary at the rate of £2 per week or more in excess of the rate herein prescribed for a senior clerk or a female worker (except a female ledger-keeper covered by subclause (d) of clause 10) in receipt of a salary at the rate of 30s. per week or more in excess of the maximum rate otherwise prescribed herein in subclause (c) of clause 10 for an adult female and this clause shall not apply to such male or female workers.

(b) In this clause the term "unionist" means a worker who is a financial member of the industrial union of workers party to this Award.

(c) Any worker whose application for membership of the Union has been refused shall have the right of appeal to the Industrial Registrar whose decision on such matter shall be final. Such worker who has exercised his right of appeal shall pending the decision of the Industrial Registrar have the same rights under this clause as a "unionist".

(d) Subject to subclause (e) hereof workers who are not "unionists" shall within seven (7) days of being supplied with the necessary application form for membership, and a copy of this clause by an accredited representative of the applicant union, apply in the prescribed manner for membership and if accepted as a member maintain financial membership whilst employed by a respondent to this Award.

Workers who are unfinancial members of the industrial union of workers party to this Award shall become and maintain financial membership whilst employed by a respondent to this Award.

(e) Exemptions:

- (i) Any worker may apply in writing to the Industrial Registrar, Court of Arbitration, Perth, (whose decision shall be final) for exemption from this clause.
- (ii) An applicant for exemption shall detail in the application to the Industrial Registrar his reasons for desiring exemption, and such application shall only be valid and considered by the Industrial Registrar if it is forwarded by registered post within seven (7) days of the applicant's receipt of the application for membership as prescribed in subclause (d).
- (iii) The Industrial Registrar in the exercise of his discretion may grant exemption with such conditions as he deems desirable—
 - (a) if the applicant is a financial member of any other registered industrial union;
 - (b) if the worker objects on the grounds of conscientious religious belief to becoming a member of any industrial union; and
 - (c) for any other reason which the Industrial Registrar deems sufficient.
- (iv) A worker refused exemption by the Industrial Registrar shall within seven (7) days of the decision make application for membership of the applicant Union and if accepted as a member maintain financial membership whilst employed by a respondent to this Award.

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 899 of 1963.

Between Federated Clerks' Union of Australia Industrial Union of Workers, W.A. Branch, Applicant, and Bevilacqua and Williams Pty. Ltd., Respondent.

HAVING heard Mr. W. R. Sawyer on behalf of the applicant and Mr. G. J. Martin on behalf of the respondent, I, the undersigned Conciliation Commissioner of the Court of Arbitration, in pursuance of a remission to me by the said Court and in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1961, do hereby order and declare:—

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

Dated at Perth this 23rd day of December, 1963.

(Sgd.) S. F. SCHNAARS,
Conciliation Commissioner.

Schedule.

1.—Title.

This Award shall be known as the Clerks (Real Estate Agents) Award as amended and consolidated.

2.—Arrangement.

This Award is arranged as follows:—

1. Title.
2. Arrangement.
3. Area.
4. Scope.
5. Definitions.
6. Hours of Duty.
7. Overtime.
8. Meal Allowance.
9. Holidays.
10. Rates of Pay.
11. Annual Leave.
12. Sick Leave.
13. Termination of Service.
14. Reference.
15. Record.
16. Board of Reference.
17. Travelling Time.
18. Higher Duties.
19. Aged and Infirm Workers.
20. Certificate of Age, etc.
21. General.
22. Right of Entry.
23. Term.
24. Saturday Work.
25. Liberty to Apply.
26. Long Service Leave.
27. Preference to Unionists.

3.—Area.

This Award shall be limited in its effect to an area comprised within a radius of twenty-five (25) miles from the General Post Office, at Perth.

4.—Scope.

This Award shall apply to workers primarily employed as clerks in any real estate agents establishment as defined in clause 5 of this Award: Provided that it shall not apply to workers who are at present provided for in any other Award made by the Court of Arbitration.

5.—Definitions.

For the purpose of this Award—

- (a) "adult" shall mean a worker twenty-one (21) years of age and over, or a worker who is in receipt of the prescribed adult rate of pay;
- (b) "double time" for the purpose of this Award means twice the prescribed rate of wage;
- (c) "real estate agents establishment" shall mean an establishment where the major portion of the business transacted comprises one or more of the business of rent collecting; or hotel and business broking; or in connection with land, estates, houses or property; the business of auctioneering; buying and selling; valuating; mortgage broking; or negotiating loans and investments.

6.—Hours of Duty.

(a) The ordinary hours of duty shall not exceed forty (40) hours in any one week to be worked in a five (5) or five and a half (5½) day week at the option of the employer.

(b) The lunch hour shall be taken at a time mutually arranged between the employer and the worker between the hours of 12 noon and 2 p.m.; one (1) full hour to be allowed for lunch.

(c) The hours of duty fixed by this Award have been fixed without relation to the hours prescribed in Awards made by the State Court of Arbitration of which the applicant Union is a party.

7.—Overtime.

(a) Except as hereinafter in this clause provided, all time worked on any one day outside the ordinary hours of duty shall be paid for at the rate of time and a half for the first two (2) hours and all time worked after the first two (2) hours and all time worked after 12 noon on a Saturday shall be paid for at the rate of double time.

(b) Where the ordinary weekly hours of duty are worked in five (5) days from Mondays to Fridays inclusive, all time worked on Saturdays between the ordinary starting time and noon shall be paid for at the rate of time and a half.

(c) All time worked on Sundays and on any of the holidays prescribed by this Award shall be paid for at the rate of double time.

(d) In the computation of overtime each day shall stand by itself.

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

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

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

(f) Any clerk in receipt of a salary at the rate of £52 per annum or more in excess of the rate herein prescribed for a senior clerk shall not be entitled to payment of overtime rates for any overtime worked.

8.—Meal Allowance.

In addition to the overtime prescribed in Clause 7, a meal allowance of five shillings (5s.) shall be paid to each worker in the following circumstances:—

- (a) If the worker is required to continue working after 6 p.m. on any day of the week from Monday to Friday inclusive, or after 1 p.m. on the day on which the weekly half holiday is observed.
- (b) If the worker is required to work until after 1 p.m. on a Sunday or any holiday prescribed under this Award.

9.—Holidays.

(a) (i) The following days, or the days observed in lieu shall subject to Clause 7 be allowed as holidays without deduction of pay, namely: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties, in lieu of any of the days named in the subclause.

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

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

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

10.—Rates of Pay.

The minimum rates of wages payable to workers classified in this Award shall be as follows:—

	Per Week.			
	Males.		Females.	
	£	s. d.	£	s. d.
(a) Basic Wage:				
Within a 15-mile radius from the G.P.O., Perth	15	1 6	11	6 1
Outside a 15-mile radius but within a 25-mile radius from the G.P.O., Perth	14	19 11	11	4 1

	Percentage of Male Basic Wage Per Week.
(b) (i) Junior Workers (Male)—	%
Under 16 years of age	42.5
Between 16 and 17 years of age	50
Between 17 and 18 years of age	60
Between 18 and 19 years of age	72.5
Between 19 and 20 years of age	85
Between 20 and 21 years of age	97.5

	Percentage of Female Basic Wage Per Week.
(ii) Junior Workers (Female)—	%
Between 15 and 16 years of age	45
Between 16 and 17 years of age	55
Between 17 and 18 years of age	65
Between 18 and 19 years of age	77.5
Between 19 and 20 years of age	90
Between 20 and 21 years of age	97.5

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

- At 18 years of age—3s. per week.
- At 19 years of age—4s. per week.
- At 20 years of age—5s. per week.

	Margin over Male Basic Wage Per Week.
(c) (i) Adults (Male)—	£ s. d.
At 21 years of age	1 12 6
At 22 years of age	2 12 6
At 23 years of age	3 6 0
At 24 years of age	3 15 0
At 25 years of age and over	4 5 0

	Margin over Female Basic Wage Per Week.
(ii) Adults (Female)—	£ s. d.
At 21 years of age	2 0 0
At 22 years of age	2 5 0
At 23 years of age and over	2 10 0

Adult Stenographers, Comptometer or Calculating or Ledger Machine operators shall receive seven shillings and sixpence (7s. 6d.) per week in addition to the above rates.

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

(e) Senior Clerks (classified as such by agreement or in default of agreement by the Board of Reference) £5 6s. margin per week.

(f) Casual clerks may be employed at an hourly rate for a lesser period than two weeks, and shall be paid while so employed twenty-five (25) per cent. in addition to the rates prescribed above, with a minimum engagement of four hours: Provided that, notwithstanding anything contained in this subclause, the basis and terms of employment of casual clerks may be varied in any particular case by agreement in writing between the employer and the Union.

(g) (i) Part time workers may be employed following notification by the employer to the Union at an hourly rate for a lesser period per week than the hours usually worked in each establishment, provided that the Union is unable to provide suitable full time workers.

(ii) Provided however, that if the Union should object to the employment by any employer of a part time worker, such objection must be made within 48 hours from the time of the Union receiving such application from the employer.

(ii) Any objection lodged within the aforesaid 48 hours may be referred to a Board of Reference.

(iv) Payment of annual leave and sick pay for part time workers shall be strictly related proportionately in accordance with the number of hours worked, to the conditions prescribed in each establishment for full time workers.

(v) Should the present need for part time workers be eliminated by a surplus of suitable workers offering for full time employment, the Union shall be at liberty to apply to the Court for the deletion of this subclause (g) from the Award.

(h) It is hereby expressly agreed and declared that the rates prescribed herein by this amendment for junior and adult females have been arrived at without regard for the skill involved or the nature of the work performed and cannot be compared as between themselves or with the rates of pay prescribed in this award for males or the rates of pay prescribed in any other award.

11.—Annual Leave.

(a) Except as hereinafter provided, a period of two (2) consecutive weeks' leave with payment of ordinary wages as prescribed shall be allowed annually to a worker by his employer after a period of twelve (12) months' continuous service with that employer, but where a worker completes that twelve (12) months' continuous service on or after the 30th November, 1963, he shall be allowed three (3) consecutive weeks' leave instead of the two (2) consecutive weeks' leave prescribed herein.

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

(c) After one (1) month's continuous service in any qualifying twelve (12) monthly period a worker whose employment terminates shall be paid, in respect of each completed month of continuous service in that qualifying period—

(i) one-sixth ($\frac{1}{6}$) of a week's pay at his ordinary rate of wage if he leaves his employment before 30th November, 1963, and one-quarter ($\frac{1}{4}$) of a week's pay at his ordinary rate of wage if he leaves his employment on or after that date;

(ii) one-quarter ($\frac{1}{4}$) of a week's pay at his ordinary rate of wage if his employment is terminated by the employer through no fault of the worker after 29th August, 1963, and one-sixth ($\frac{1}{6}$) of a week's pay at his ordinary rate of wage if his employment is so terminated on or before that date.

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

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

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

(f) Every worker shall be given and shall take annual leave within nine (9) months after the date it falls due.

(g) No worker shall be required to go on holidays unless at least two (2) weeks' prior notice is given. The employer shall, as far as practicable, arrange to grant annual leave to suit the convenience of the worker.

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

(i) Notwithstanding anything else herein contained an employer who observes a Christmas close-down for the purpose of granting annual leave may require a worker to take his annual leave in not more than two (2) periods but neither of such periods shall be less than one (1) week.

12.—Sick Leave.

(a) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health for one-twelfth (1/12th) of a week for each completed month of service: Provided that payment for absence through such ill-health shall be limited to one (1) week in each calendar year. Payment hereunder may be adjusted at the end of each calendar year or at the time the worker leaves the service of the employer in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred: Provided further that, notwithstanding anything contained in this subclause, if the full period of sick leave as prescribed is not taken in any year, such portion as is not taken shall be cumulative from year to year up to a period not exceeding three (3) weeks.

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

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

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

13.—Termination of Service.

The employment of any worker shall be terminable by one (1) week's notice on either side: Provided that a worker may be summarily dismissed for gross misconduct, in which case he shall be paid up to the time of dismissal only.

14.—Reference.

On leaving the employ of an employer the worker shall be given a reference setting out length of service and duties performed.

15.—Record.

A record shall be kept in each establishment by the employer, wherein shall be entered—

- (i) the name of each worker;
- (ii) the age of each worker if under twenty-five (25) years of age in the case of a male worker, and twenty-three (23) years of age in the case of a female worker;
- (iii) the nature of the work performed by the worker;
- (iv) the wages, and the overtime (if any) paid each week; and such record shall, if correct, be signed at least once weekly by the worker.

Such record shall be open to the inspection of a duly accredited representative of the Union during usual business hours.

16.—Board of Reference.

(i) The Court may appoint, for the purpose of the Award, a Board of Reference. The Board shall consist of a chairman and two other representatives, one to be nominated by each of the parties as prescribed by the regulations. There are assigned to the Board in the event of agreement not being arrived at between the said parties the functions of—

- (a) adjusting any matters of difference which may arise between the parties from time to time, except such as involve interpretations of the provisions of the Award or any of them;

(b) deciding any other matter that the Court may refer to such Board from time to time.

(ii) An appeal shall lie from any decision of such Board in the manner and subject to the conditions prescribed in the regulations to the Industrial Arbitration Act, 1912-1961, which, for this purpose, are embodied in this Award.

17.—Travelling Time.

(a) When a worker is required to work temporarily at a location other than his usual place of duty, any excess fare over that which he normally incurs shall be paid by the employer.

(b) When a worker is engaged at such a distance that he cannot return at night, suitable board and lodging shall be found at the employer's expense.

(c) All travelling time outside ordinary working hours shall be paid for at ordinary rates up to a maximum of twelve (12) hours in any twenty-four (24) hours' period from the time of starting on the journey: Provided that when the travelling is by coastal boat not more than eight (8) hours shall be paid for in any such period.

18.—Higher Duties.

A worker relieving another worker who is engaged on a higher class of work carrying a higher minimum rate of pay for a period of not less than one (1) week continuously shall be paid the higher minimum rate appropriate to the position whilst so employed.

19.—Aged and Infirm Workers.

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

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

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

20.—Certificate of Age, etc.

Male workers 25 years of age and under, and female workers 23 years of age and under, upon being engaged shall furnish the employer with a certificate showing the following particulars:—

- (a) Name in full.
- (b) Date of birth.
- (c) Name of each previous employer.
- (d) Class of work performed for each previous employer.

No worker shall have any claim upon an employer for additional wages in the event of any of the above particulars being wrongly stated on the certificate. If any worker shall wilfully misstate his age in the certificate then he alone shall be guilty of a breach of this Award.

21.—General.

(a) In the event of the death of a worker the cash equivalent of all annual leave due at the time of death shall be paid to the worker's dependants or personal representative.

(b) No worker shall, as a result of the operation of this Award, suffer any loss of salary which he or she may have enjoyed to the date of this Award.

(c) On the pay day each worker shall have endorsed on the pay envelope the amount of ordinary salary or wages due, details of the overtime due for that pay period, details of all deductions made from the gross earnings, and the net amount payable shall be shown.

22.—Right of Entry.

A duly accredited representative of the Union shall be permitted to interview any worker on legitimate Union business on the business premises of his employer during the recognised meal hour of the worker with the permission of his employer

(which permission shall not be unreasonably withheld) but this permission shall not be exercised more than once in any one week without the consent of the employer.

23.—Term.

Subject to the provisions of the Industrial Arbitration Act this Award shall operate for a period of three (3) years commencing as from the beginning of the first pay period after the 1st day of January, 1954. This Award was issued on the 30th day of November, 1953.

24.—Saturday Work.

Any work performed as part of the ordinary weekly hours of duty on a Saturday before 12 noon shall be paid for at the rate of time and a quarter.

25.—Liberty to Apply.

Liberty is reserved to any party to apply to correct any errors or to overcome any anomalies created by any hours amendments to the Shop Assistants Awards or Agreements.

26.—Long Service Leave.

(a) Right to Leave.

A worker shall as herein provided be entitled to leave with pay in respect of long service.

(b) Long Service.

(1) The long service which shall entitle a worker to such leave shall, subject as herein provided, be continuous service with one and the same employer.

(2) Such service shall include service prior to the 1st April, 1958, if it continued until such time but only to the extent of the last twenty (20) completed years of continuous service.

(3) (i) Where a business has, whether before or after the coming into operation hereof, been transmitted from an employer (herein called "the transmittor") to another employer (herein called "the transmittee") and a worker who at the time of such transmission was an employee of the transmittor in that business becomes an employee of the transmittee—the period of the continuous service which the worker has had with the transmittor (including any such service with any prior transmittor) shall be deemed to be service of the worker with the transmittee.

(ii) In this subclause "transmission" includes transfer, conveyance, assignment or succession whether voluntary or by agreement or by operation of law and "transmitted" as a corresponding meaning.

(4) Such service shall include—

- (a) any period of absence from duty on any annual leave or long service leave;
- (b) any period of absence from duty necessitated by sickness or of injury to the worker but only to the extent of fifteen (15) working days in any year of his employment;
- (c) any period following any termination of the employment by the employer if such termination has been made merely with the intention of avoiding obligations hereunder in respect of long service leave or obligations under any award in respect of annual leave;
- (d) any period during which the service of the worker was or is interrupted by service—

- (i) As a member of the Naval, Military or Air Forces of the Commonwealth of Australia other than as a member of the British Commonwealth Occupation 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, 1903-1956, and except in Korea or Malaya after 26th June, 1950;
- (ii) As a member of the Civil Construction Corps established under the National Security Act, 1939-1946;

- (iii) In any of the Armed Forces under the National Service Act, 1951 (as amended).

Provided that the worker as soon as reasonably practicable on the completion of any such service resumed or resumes employment with the employer by whom he was employed immediately before the commencement of such service.

5. Service shall be deemed to be continuous notwithstanding—

- (a) the transmission of a business as referred to in paragraph (3) hereof;
- (b) any interruption of a class referred to in paragraph (4) hereof irrespective of the duration thereof;
- (c) any absence from duty authorised by the employer;
- (d) any standing-down of a worker in accordance with the provisions of an Award, Industrial Agreement, Order or Determination under either Commonwealth or State law;
- (e) any absence from duty arising directly or indirectly from an industrial dispute if the worker returns to work in accordance with the terms of settlement of the dispute;
- (f) any termination of the employment by the employer on any ground other than slackness of trade if the worker be re-employed by the same employer within a period not exceeding two (2) months from the date of such termination;
- (g) any termination of the employment by the employer on the ground of slackness of trade if the worker is re-employed by the same employer within a period not exceeding six (6) months from the date of such termination;
- (h) any reasonable absence of the worker on legitimate union business in respect of which he has requested and been refused leave;
- (i) any absence from duty after the coming into operation of this clause by reason of any cause not specified in this clause unless the employer, during the absence or within fourteen (14) days of the termination of the absence notifies the worker in writing that such absence will be regarded as having broken the continuity of service, which notice may be given by delivery to the worker personally or by posting it by registered mail to his last recorded address, in which case it shall be deemed to have reached him in due course of post.

Provided that the period of any absence from duty or the period of any interruption referred to in placita (c) to (i) inclusive of this paragraph shall not (except as set out in paragraph (4) hereof) count as service.

(c) Period of Leave.

(1) The leave to which a worker shall be entitled or deemed to be entitled shall be as provided in this subclause.

(2) Where a worker has completed at least 20 years' service the amount of leave shall be—

- (a) in respect of twenty (20) years' service so completed—thirteen (13) weeks' leave;
- (b) in respect of each ten (10) years' service completed after such twenty (20) years—six and a half (6½) weeks' leave.

(3) Where a worker has completed at least fifteen (15) years' service since its commencement and his employment is terminated—

- (a) by his death;
- (b) in any circumstances otherwise than by the employer for serious misconduct;

the amount of leave shall be—

- (i) if such determination takes place before the worker has become entitled to leave under placitum (a) of paragraph (2) hereof such proportion of thirteen (13) weeks' leave as the number of completed years of such service bears to twenty (20) years;

- (ii) if such termination takes place after the worker has become entitled to leave under placitum (a) of paragraph (2) hereof the leave due under such placitum and in addition such proportion of thirteen (13) weeks' leave as the number of completed years of such service after the accrual of such entitlement bears to twenty (20) years.

(4) Where a worker has completed at least ten (10) years' service but less than fifteen (15) years' service since its commencement and his employment is terminated—

- (i) by his death, or
- (ii) by the employer for any reason other than serious misconduct; or
- (iii) by the worker on account of sickness or or injury to the worker or domestic or other pressing necessity where such sickness or injury or necessity is of such a nature as to justify or in the event of a dispute is in the opinion of the Special Board of Reference, of such a nature as to justify such termination;

the amount of leave shall be such proportion of thirteen (13) weeks' leave as the number of completed years of such service bears to twenty (20) years.

(5) In the cases to which paragraphs (3) and (4) hereof apply the worker shall be deemed to have been entitled to and to have commenced leave immediately prior to such termination.

(d) Payment for Period of Leave.

(1) A worker shall subject to paragraph (3) hereof, be entitled to be paid for each week of leave to which he has become entitled or is deemed to have become entitled the ordinary time rate of pay applicable to him at the date he commences such leave.

(2) Such ordinary time rate of pay shall be the rate applicable to him for the standard weekly hours which are prescribed by this Award, but in the case of casuals and part-time workers shall be the ordinary time rate for the number of hours usually worked up to but not exceeding the prescribed standard.

(3) Where by agreement between the employer and the worker the commencement of the leave to which the worker is entitled or any portion thereof is postponed to meet the convenience of the worker, the rate of payment for such leave shall be at the ordinary time rate of pay applicable to him at the date of accrual, or, if so agreed, at the ordinary time rate of pay applicable at the date he commences such leave.

(4) The ordinary time rate of pay—

- (a) shall include any deductions from wages for board and/or lodging or the like which is not provided and taken during the period of leave;
- (b) shall not include shift premiums, overtime, penalty rates, commissions, bonuses, allowances or the like.

(5) In the case of workers employer on piece or bonus work or any other system of payment by results payment shall be at ordinary time rates.

(e) Taking Leave.

(1) In a case to which paragraph (2) of subclause (c) applies—

- (a) Leave shall be granted and taken as soon as reasonably practicable after the right thereto accrues due or at such time or times as may be agreed between the employer and the worker or in the absence of such agreement at such time or times as may be determined by the Special Board of Reference, having regard to the needs of the employer's establishment and the worker's circumstances.
- (b) Except where the time for taking leave is agreed to by the employer and the worker or determined by the Special Board of Reference the employer shall give to a worker at least one (1) month's notice of the date from which his leave is to be taken.

(c) Leave may be granted and taken in one continuous period or if the employer and the worker so agree in not more than three (3) separate periods in respect of the first thirteen (13) weeks' entitlement and in not more than two (2) separate periods in respect of any subsequent period of entitlement.

(d) Any leave shall be inclusive of any public holidays specified in this Award occurring during the period when the leave is taken but shall not be inclusive of any annual leave.

(e) Payment shall be made in one of the following ways:—

- (i) In full before the worker goes on leave;
- (ii) at the same time as his wages would have been paid to him if the worker had remained at work, in which case payment shall, if the worker in writing so requires, be made by cheque posted to an address specified by the worker; or
- (iii) in any other way agreed between the employer and the worker.

(f) No worker shall, during any period when he is on leave, engage in any employment for hire or reward in substitution for the employment from which he is on leave, and if a worker 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 the employer shall be entitled to withhold any further payment in respect of the period and to reclaim any payments already made on account of such period of leave.

(2) In a case to which paragraph (3) or paragraph (4) of subclause (c) applies and in any case in which the employment of the worker who has become entitled to leave hereunder is terminated before such leave is taken or fully taken the employer shall, upon termination of his employment otherwise than by death pay to the worker, and upon termination of employment by death pay to the personal representative of the worker upon request by the personal representative, a sum equivalent to the amount which would have been payable in respect of the period of leave to which he is entitled or deemed to have been entitled and which would have been taken but for such termination. Such payment shall be deemed to have satisfied the obligation of the employer in respect of leave hereunder.

(f) Granting Leave in Advance and Benefits to be Brought into Account.

(1) Any employer may by agreement with a worker allow leave to such a worker before the right thereto has accrued due, but where leave is taken in such case the worker shall not become entitled to any further leave hereunder in respect of any period until after the expiration of the period in respect of which such leave had been taken before it accrued due.

(2) Where leave has been granted to a worker pursuant to the preceding paragraph before the right thereto has accrued due, and the employment subsequently is terminated, the employer may deduct from whatever remuneration is payable upon the termination of the employment a proportionate amount on the basis of thirteen (13) weeks for twenty (20) years' service in respect of any period for which the worker has been granted long service leave to which he was not at the date of termination of the employment or prior thereto entitled.

(3) Any leave in the nature of long service leave or payment in lieu thereof under a State law or a long service leave scheme not under the provisions hereof granted to a worker by his employer in respect of any period of service with the employer shall be taken into account whether the same is granted before or after the coming into operation hereof and shall be deemed to have been leave taken and granted hereunder in the case of leave with pay to the extent of the period of such leave

and in the case of payment in lieu thereof to the extent of a period of leave with pay equivalent to the amount of payment and to be satisfaction to the extent thereof the entitlement of the worker hereunder.

(g) Records to be Kept.

(1) Each employer shall during the employment and for a period of twelve (12) months thereafter, or in the case of termination by death of the worker a period of three (3) years thereafter, keep a record from which can be readily ascertained the name of each worker, and his occupation, the date of the commencement of his employment and his entitlement to long service leave and any leave which may have been granted to him or in respect of which payment may have been made hereunder.

(2) Such record shall be open for inspection in the manner and circumstances prescribed by this Award with respect to the time and wages record.

(h) Special Board of Reference.

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

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

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

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

(3) The Board of Reference shall consist of one representative or substitute therefor nominated from time to time by the Western Australian Employers' Federation (Incorporated) and one representative or substitute nominated from time to time by the West Australian Trade Unions Industrial Council (A.L.P.) together with a chairman to be mutually agreed upon by the organisations named in this paragraph.

(i) State Law.

(1) The provisions of any State law to the extent to which they have before the coming into operation hereof conferred an accrued right on a worker to be granted a period of long service leave in respect of a completed period of twenty (20) or more years' service of employment or an accrued right on a worker or his personal representative to payment in respect of long service leave shall not be affected hereby and shall not be deemed to be inconsistent with the provisions hereof.

(2) The entitlement of any such worker to leave in respect of a period of service with the employer completed after the period in respect of which the long service leave referred to in paragraph (1) hereof accrued due shall be in accordance herewith.

(3) Subject to paragraphs (1) and (2) hereof, the entitlement to leave hereunder shall be in substitution for any satisfaction of any long service leave to which the worker may be entitled in respect of employment of the worker by the employer.

(4) An employer who under any State law with regard to long service leave is exempted from the provisions of that law as at the first day of April, 1958, shall in respect of the workers covered by such exemption be exempt from the provisions hereof.

(j) Exemptions.

The Special Board of Reference may subject to such conditions as it thinks fit exempt any employer from the provisions hereof in respect of its employees where there is an existing or prospective long service leave scheme which, in its opinion is, viewed as a whole, more favourable for the whole of the employees of that employer than the provisions hereof.

27.—Preference to Unionists.

(a) In this clause the term "worker" does not include a male worker in receipt of a salary at the rate of £2 per week or more in excess of the rate herein prescribed for a senior clerk or a female worker (except a female ledgerkeeper covered by

subclause (d) of clause 10) in receipt of a salary at the rate of 30s. per week or more in excess of the maximum rate otherwise prescribed herein in subclause (c) of clause 10 for an adult female and this clause shall not apply to such male or female workers.

(b) In this clause the term "unionist" means a worker who is a financial member of the industrial union of workers party to this Award.

(c) Any worker whose application for membership of the union has been refused shall have the right of appeal to the Industrial Registrar whose decision on such matter shall be final. Such worker who has exercised his right of appeal shall pending the decision of the Industrial Registrar have the same rights under this clause as a "unionist".

(d) Subject to subclause (e) hereof workers who are not "unionists" shall within seven (7) days of being supplied with the necessary application form for membership, and a copy of this clause by an accredited representative of the applicant union, apply in the prescribed manner for membership and if accepted as a member maintain financial membership whilst employed by a respondent to this Award.

Workers who are unfinancial members of the industrial union of workers party to this Award shall become and maintain financial membership whilst employed by a respondent to this Award.

(e) Exemptions:—

(i) Any worker may apply in writing to the Industrial Registrar, Court of Arbitration, Perth, (whose decision shall be final) for exemption from this clause.

(ii) An applicant for exemption shall detail in the application to the Industrial Registrar his reasons for desiring exemption, and such application shall only be valid and considered by the Industrial Registrar if it is forwarded by registered post within seven (7) days of the applicant's receipt of the application for membership as prescribed in subclause (d).

(iii) The Industrial Registrar in the exercise of his discretion may grant exemption with such conditions as he deems desirable—

(a) if the applicant is a financial member of any other registered industrial union;

(b) if the worker objects on the grounds of conscientious religious belief to becoming a member of any industrial union; and

(c) for any other reason which the Industrial Registrar deems sufficient.

(iv) A worker refused exemption by the Industrial Registrar shall within seven (7) days of the decision make application for membership of the applicant union and if accepted as a member maintain financial membership whilst employed by a respondent to this Award.

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 35 of 1963.

Between Transport Workers' Union of Australia, Industrial Union of Workers, Western Australian Branch, Applicant, and Bread Manufacturers (Perth and Suburbs) Industrial Union of Employers of Western Australia, Respondents.

THE Conciliation Commissioner, in pursuance of the powers and duties conferred upon him by section 108B of the Industrial Arbitration Act, 1912-1961, and in pursuance of a remission to him by the Court of Arbitration, doth hereby make the following Award in connection with the industrial dispute between the abovenamed parties.

Award.

1.—Title.

This Award shall be known as the "Breadcarters' (Metropolitan and Collie) Award" and replaces Award No. 29 of 1949, as amended.

2.—Arrangement.

- 1. Title.
- 2. Arrangement.
- 3. Scope.
- 4. Area.
- 5. Term.
- 6. Wages.
- 7. Hours.
- 8. Overtime.
- 9. Holidays.
- 10. Pay Day.
- 11. Board and Lodging.
- 12. Shortages.
- 13. General Conditions.
- 14. Definitions.
- 15. Annual Leave.
- 16. Payment for Sickness.
- 17. Engagement.
- 18. Meal Interval.
- 19. Time and Wages Record.
- 20. Employment of Females.
- 21. Learning a Round.
- 22. Junior Workers' Certificate.
- 23. Breakdowns.
- 24. Long Service Leave.
- 25. Workers—Additional Obligations re Employment.

3.—Scope.

This Award shall apply to the workers classified in Clause 6—Wages, employed in or in connection with the delivery or conveyance of bread.

4.—Area.

This Award shall apply to the locality comprised within a radius of twenty-eight (28) miles from the G.P.O., Perth, and within a radius of (5) miles from the Post Office, Collie.

5.—Term.

The term of this Award shall be for a period of three (3) years from the date hereof.

6.—Wages.

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

Per Week.

Male.			Female.		
£	s.	d.	£	s.	d.

(a) Basic Wage:

Within a radius of fifteen (15) miles from the G.P.O., Perth	15	1	6	11	6	1
Outside a radius of fifteen (15) miles from the G.P.O., Perth, but within a radius of twenty-eight (28) miles from the G.P.O., Perth, and within a radius of five (5) miles from the Post Office, Collie	14	19	11	11	4	11

(b) Adult Males:

	Margin		
	Per Week.		
	£	s.	d.
(i) Bread Carters	2	1	6
(ii) Bread Carters in charge of motor vehicles	3	0	0
(iii) Yardman	1	0	0
(iv) Loader	1	0	0

(c) Adult Females:

Loader	1	0	0
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(d) Junior Workers:

	Percentage of Basic Wage	
	Per Week.	
	%	
If under 17 years of age	60	
If 17 and under 18 years of age	70	
If 18 and under 19 years of age	85	
If 19 and under 20 years of age	90	
If 20 years of age	Adult rate,	

- (e) Casuals: Casual hands shall be paid at the rate of ten per cent (10%) in addition to the rates prescribed herein.
- (f) Bread carters who are required in any week to collect monies and account for them as part of their duties, are to be paid ten shillings (10s.) per week in addition to the rates before mentioned.

7.—Hours.

- (a) The ordinary hours of work exclusive of meal interval shall be forty (40) per week.

(b) Provided that—

- (i) within a radius of twenty-eight (28) miles from the G.P.O., Perth, in any week in which one Award holiday occurs on an ordinary working day, the hours of work shall be thirty-two (32), and in any week in which two Award holidays occur on ordinary working days, the hours of work shall be twenty-four (24);
- (ii) within a radius of five (5) miles from the Post Office, Collie, in any week in which one Award holiday occurs on an ordinary working day, the hours of work shall be thirty-three (33) hours twenty (20) minutes, and in any week in which two Award holidays occur on ordinary working days, the hours of work shall be twenty-six (26) hours forty (40) minutes;
- (c) within a radius of twenty-eight (28) miles from the G.P.O., Perth, such hours shall be worked from Monday to Friday inclusive and, notwithstanding anything in this Award elsewhere contained, when Boxing Day is observed on a Tuesday any time worked on the preceding Saturday, or at Easter any time worked on Easter Saturday, or when Boxing Day is observed on a Friday any time worked on the following Saturday, shall stand alone and be paid for at the rate of time and a half for the first four (4) hours and double time thereafter.

8.—Overtime.

- (a) All overtime shall be paid for in addition to the ordinary wage at the rate of time and one half.

- (b) Overtime shall be paid for all time on duty except any which stands alone, in excess of the hours prescribed in clause 7 hereof.

- (c) All time worked in excess of ten (10) hours on a double delivery day, or in excess of twelve (12) hours on a treble or quadruple delivery day shall stand alone and be deemed overtime and shall be paid for at the rate of double time.

- (d) Notwithstanding anything contained herein—

- (i) any employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement;
- (ii) no organisation, party to this Award, or worker or workers covered by this Award shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.

9.—Holidays.

- (a) (i) The following days or the days observed in lieu thereof shall be granted as holidays to all workers without deduction of pay, namely: New Year's Day, Australia Day, Labour Day, Good Friday, Easter Monday, Anzac Day, State Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day. Provided that within a radius of five (5) miles from the Post Office, Collie, Operative Bakers' Picnic Day shall be a holiday in lieu of Sovereign's Birthday.

- (ii) Where Christmas Day or New Years Day falls on a Saturday or a Sunday, such holiday shall be observed on the next succeeding Monday and where Boxing Day falls on a Sunday or a Monday such holiday shall be observed on the next succeeding Tuesday, in each such case the substituted day

shall be deemed a holiday without deduction of pay in lieu of the day for which it is substituted.

(b) Any worker who is absent from work for any cause other than sickness (proof whereof shall lie on the worker) on the working day immediately before or the working day immediately following any of the days mentioned in subclause (a) hereof shall not be entitled to payment for the holiday.

10.—Pay Day.

Wages shall be paid weekly on a Wednesday, Thursday or Friday. No employer shall hold more than two (2) days' wages in hand.

11.—Board and Lodging.

Except in the case of parent and son, a worker shall not board or lodge with his employer.

12.—Shortages.

(a) A worker with a shortage debited against him shall be allowed to check his books and sheets and any previous relevant books or sheets.

(b) The employer may deduct any shortage from any wages due to a worker or otherwise recover the amount from him.

(c) A worker shall not be required to use nor shall he use his own moneys for the purpose of giving change.

13.—General Conditions.

(a) The representative of the Union shall be permitted to place a copy of this Award in a convenient place where the industry is being carried on where it is easily accessible to the workers.

(b) Juniors may be employed in the proportion of one (1) junior to every five (5) or fraction of five (5) adults employed, provided that within a radius of five (5) miles from the Post Office, Collie, one (1) junior may be employed where no adult is employed.

14.—Definitions.

(a) "Bread Carter" shall mean and include any person employed delivering or conveying bread anywhere other than at the shop or bakehouse of his employer.

(b) "Casual Hand" shall mean a worker who is dismissed through no fault of his own within one (1) week of commencing employment.

(c) "Junior" shall mean any person in receipt of less than the adult wage.

(d) "Yardmen" shall mean and include any worker employed in or in connection with a stable or a garage, cleaning stables, attending horses, and cleaning vehicles and garage.

(e) "Loader" shall mean and include a worker engaged in the sorting, packing, wrapping, slicing or loading of bread.

15.—Annual Leave.

(a) Except as hereinafter provided a period of three (3) consecutive weeks' leave with payment of ordinary wages as prescribed shall be allowed annually to a worker by his employer after a period of twelve (12) months' continuous service with such employer. Such leave shall be given to and taken by the worker within four (4) months of becoming due, unless an agreement is reached otherwise between the employer, the worker and the Union and except by such an agreement at least two (2) weeks' notice shall be given to each worker of the time when he will take his annual leave.

(b) If any Award holiday falls within a workers period of annual leave and is observed on a day which in the case of that worker would have been an ordinary working day, there shall be added to that period one (1) day being an ordinary working day for each such holiday observed as aforesaid.

(c) If, after one (1) month's continuous service in any qualifying twelve-monthly period, a worker leaves his employment, or his employment is terminated by the employer through no fault of the worker, the worker shall be paid one-quarter ($\frac{1}{4}$) of a week's pay at his ordinary rate of wage in respect of each completed month of continuous service.

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

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

(f) A worker who is justifiably dismissed for misconduct or who illegally severs his contract of service shall not be entitled to the benefits of the provisions of subclause (c) of this Clause.

(g) In special circumstances and by mutual consent of the employer, the worker and the Union concerned, annual leave may be taken in not more than two (2) periods.

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

16.—Payment for Sickness.

(a) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health at the rate of one-twelfth ($\frac{1}{12}$ th) of a week's pay for each completed month of service; provided that subject to subclause (f) hereof payment for absence through such ill-health shall be limited to one (1) week's pay in each calendar year.

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

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

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

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

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

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

17.—Engagement.

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

(b) In the case of casual workers the contract of service shall be by the hour and shall be terminable by one (1) hour's notice on either side or by the payment or forfeiture as the case may be of one (1) hour's wages.

(c) This clause does not affect the right to dismiss for misconduct in which case wages shall be paid up to the time of dismissal.

18.—Meal Interval.

A meal interval of not less than thirty (30) minutes nor more than one (1) hour shall be allowed to and taken by each worker daily to commence at any time between the end of the fourth hour of the day's work and the end of five and one-half hours from the commencement of such work.

19.—Time and Wages Record.

A time and wages record shall be kept by the employer in a place readily accessible to each worker in which such worker shall enter the time he starts and finishes work each day, the times during which the meal interval is taken, the hours worked each week and the amount of wages received, together with his signature for same. Such book shall be open for inspection during ordinary working hours by a duly accredited official of either the applicant or respondent Union and he shall be allowed to take extracts therefrom. If for any reason the book be not available at the bakehouse when the official calls to inspect it, it shall be made available for inspection within twelve (12) hours. Any system of automatic recording by mechanical means shall be deemed a compliance with this clause, to the extent of the information recorded.

20.—Employment of Females.

The employment of female bread carters shall be prohibited except by agreement between the parties, registered at the Court.

21.—Learning a Round.

During his first ten (10) working days an employer shall be permitted to reduce the prescribed wage of a bread carter of 20 years of age and over to the basic wage whilst such worker is learning a round.

22.—Junior Workers' Certificate.

Junior workers, upon being engaged, shall if required, furnish the employer with a certificate containing the following particulars:—

- (i) Name in full.
- (ii) Age and date of birth.
- (iii) Name of each previous employer.
- (iv) Class of work performed for each previous employer.

No worker shall have any claim upon any employer for additional pay in the event of the age of the worker being wrongly stated on the certificate, and, in such case, the employer shall not be guilty of a breach of this award.

23.—Breakdowns.

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

24.—Long Service Leave.

(a) Right to Leave.

A worker shall as herein provided be entitled to leave with pay in respect of long service.

(b) Long Service.

(1) The long service which shall entitle a worker to such leave shall, subject as herein provided, be continuous service with one and the same employer.

(2) Such service shall include service prior to the 1st April, 1958, if it continued until such time but only to the extent of the last twenty (20) complete years of continuous service.

(3) (i) Where a business has, whether before or after the coming into operation hereof, been transmitted from an employer (herein called "the transmitter") to another employer (herein called "the transferee") and a worker who at the time of such transmission was an employee of the transmitter in that business becomes an employee of the transferee—the period of the continuous service which the worker has had with the transmitter

(including any such service with any prior transmitter) shall be deemed to be service of the worker with the transferee.

(ii) In this subclause "transmission" includes transfer, conveyance, assignment or succession whether voluntary or by agreement or by operation of law and "transmitted" has a corresponding meaning.

(4) Such service shall include—

- (a) any period of absence from duty on any annual leave or long service leave;
- (b) any period of absence from duty necessitated by sickness or injury to the worker but only to the extent of fifteen (15) working days in any year of his employment;
- (c) any period following any termination of the employment by the employer if such termination has been made merely with the intention of avoiding obligations hereunder in respect of long service leave or obligations under any award in respect of annual leave;
- (d) any period during which the service of the worker was or is interrupted by service—
 - (i) as a member of the Naval, Military or Air Forces of the Commonwealth of Australia other than as a member of the British Commonwealth Occupation 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, 1903-1956, and except in Korea or Malaya after 26th June, 1950;
 - (ii) as a member of the Civil Construction Corps established under the National Security Act, 1939-1946;
 - (iii) In any of the Armed Forces under the National Service Act, 1951 (as amended).

Provided that the worker as soon as reasonably practicable on the completion of any such service resumed or resumes employment with the employer by whom he was employed immediately before the commencement of such service.

(5) Service shall be deemed to be continuous notwithstanding—

- (a) the transmission of a business as referred to in paragraph (3) hereof;
- (b) any interruption of a class referred to in paragraph (4) hereof irrespective of the duration thereof;
- (c) any absence from duty authorised by the employer;
- (d) any standing-down of a worker in accordance with the provisions of an Award, Industrial Agreement, Order or Determination under either Commonwealth or State law;
- (e) any absence from duty arising directly or indirectly from an industrial dispute if the worker returns to work in accordance with the terms of settlement of the dispute;
- (f) any termination of the employment by the employer on any ground other than slackness of trade if the worker be re-employed by the same employer within a period not exceeding two (2) months from the date of such termination;
- (g) any termination of the employment by the employer on the ground of slackness of trade if the worker is re-employed by the same employer within a period not exceeding six (6) months from the date of such termination;
- (h) any reasonable absence of the worker on legitimate union business in respect of which he has requested and been refused leave;
- (i) any absence from duty after the coming into operation of this clause by reason of any cause not specified in this clause unless the employer, during the absence of within fourteen (14) days of the termination of the absence notifies the worker in

writing that such absence will be regarded as having broken the continuity of service, which notice may be given by delivery to the worker personally or by posting it by registered mail to his last recorded address, in which case it shall be deemed to have reached him in due course of post. Provided that the period of any absence from duty or the period of any interruption referred to in placita (c) to (i) inclusive of this paragraph shall not (except as set out in paragraph (4) hereof) count as service.

(c) Period of Leave.

(1) The leave to which a worker shall be entitled or deemed to be entitled shall be as provided in this subclause.

(2) Where a worker has completed at least 20 years' service the amount of leave shall be—

- (a) in respect of twenty (20) years' service so completed—thirteen (13) weeks' leave;
- (b) in respect of each ten (10) years' service completed after such twenty (20) years—six and a half (6½) weeks' leave.

(3) Where a worker has completed at least fifteen (15) years' service since its commencement and his employment is terminated—

- (a) by his death;
- (b) in any circumstances otherwise than by the employer for serious misconduct;

the amount of leave shall be—

- (i) if such termination takes place before the worker has become entitled to leave under placitum (a) of paragraph (2) hereof such proportion of thirteen (13) weeks' leave as the number of completed years of such service bears to twenty (20) years;
- (ii) if such termination takes place after the worker has become entitled to leave under placitum (a) of paragraph (2) hereof the leave due under such placitum and in addition such proportion of thirteen (13) weeks' leave as the number of completed years of such service after the accrual of such entitlement bears to twenty (20) years.

(4) Where a worker has completed at least ten (10) years' service but less than fifteen (15) years' service since its commencement and his employment is terminated—

- (i) by his death; or
- (ii) by the employer for any reason other than serious misconduct; or
- (iii) by the worker on account of sickness or injury to the worker or domestic or other pressing necessity where such sickness or injury or necessity is of such a nature as to justify or in the event of a dispute is in the opinion of the Special Board of Reference, of such a nature as to justify such termination;

the amount of leave shall be such proportion of thirteen (13) weeks' leave as the number of completed years of such service bears to twenty (20) years.

(5) In the cases to which paragraphs (3) and (4) hereof apply the worker shall be deemed to have been entitled to and to have commenced leave immediately prior to such termination.

(d) Payment for Period of Leave.

(1) A worker shall subject to paragraph (3) hereof, be entitled to be paid for each week of leave to which he has become entitled or is deemed to have become entitled the ordinary time rate of pay applicable to him at the date he commences such leave.

(2) Such ordinary time rate of pay shall be the rate applicable to him for the standard weekly hours which are prescribed by this Award (or Agreement), but in the case of casuals and part-time workers shall be the ordinary time rate for the number of hours usually worked up to but not exceeding the prescribed standard.

(3) Where by agreement between the employer and the worker the commencement of the leave to which the worker is entitled or any portion

thereof is postponed to meet the convenience of the worker, the rate of payment for such leave shall be at the ordinary time rate of pay applicable to him at the date of accrual, or, if so agreed, at the ordinary time rate of pay applicable at the date he commences such leave.

(4) The ordinary time rate of pay—

- (a) shall include any deductions from wages for board and/or lodging or the like which is not provided and taken during the period of leave;
- (b) shall not include shift premiums, overtime, penalty rates, commissions, bonuses, allowances or the like.

(5) In the case of workers employed on piece or bonus work or any other system of payment by results payment shall be at ordinary time rates.

(e) Taking Leave.

(1) In a case to which paragraph (2) of subclause (c) applies—

- (a) Leave shall be granted and taken as soon as reasonably practicable after the right thereto accrues due or at such time or times as may be agreed between the employer and the worker or in the absence of such agreement at such time or times as may be determined by the Special Board of Reference, having regard to the needs of the employer's establishment and the worker's circumstances.

- (b) Except where the time for taking leave is agreed to by the employer and the worker or determined by the Special Board of Reference the employer shall give to a worker at least one (1) month's notice of the date from which his leave is to be taken.

- (c) Leave may be granted and taken in one continuous period or if the employer and the worker so agree in not more than three (3) separate periods in respect of the first thirteen (13) weeks' entitlement and in not more than two (2) separate periods in respect of any subsequent period of entitlement.

- (d) Any leave shall be inclusive of any public holidays specified in this Award (or Agreement) occurring during the period when the leave is taken but shall not be inclusive of any annual leave.

(e) Payment shall be made in one of the following ways:—

- (i) In full before the worker goes on leave;

- (ii) at the same time as his wages would have been paid to him if the worker had remained at work, in which case payment shall, if the worker in writing so requires, be made by cheque posted to an address specified by the worker; or

- (iii) in any other way agreed between the employer and the worker.

- (f) No worker shall, during any period when he is on leave, engage in any employment for hire or reward in substitution for the employment from which he is on leave, and if a worker 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 the employer shall be entitled to withhold any further payment in respect of the period and to reclaim any payments already made on account of such period of leave.

(2) In a case to which paragraph (3) or paragraph (4) of subclause (c) applies and in any case in which the employment of the worker who has become entitled to leave hereunder is terminated before such leave is taken or fully taken the employer shall, upon termination of his employment otherwise than by death pay to the worker, and upon termination of employment by death pay to the personal representative of the worker upon request by the personal representative, a sum equivalent to the amount which would have been

payable in respect of the period of leave to which he is entitled or deemed to have been entitled and which would have been taken but for such termination. Such payment shall be deemed to have satisfied the obligation of the employer in respect of leave hereunder.

(f) Granting Leave in Advance and Benefits to be Brought into Account.

(1) Any employer may by agreement with a worker allow leave to such a worker before the right thereto has accrued due, but where leave is taken in such case the worker shall not become entitled to any further leave hereunder in respect of any period until after the expiration of the period in respect of which such leave had been taken before it accrued due.

(2) Where leave has been granted to a worker pursuant to the preceding paragraph before the right thereto has accrued due, and the employment subsequently is terminated, the employer may deduct from whatever remuneration is payable upon the termination of the employment a proportionate amount on the basis of thirteen (13) weeks for twenty (20) years' service in respect of any period for which the worker has been granted long service leave to which he was not at the date of termination of his employment or prior thereto entitled.

(3) Any leave in the nature of long service leave or payment in lieu thereof under a State law or a long service leave scheme not under the provisions hereof granted to a worker by his employer in respect of any period of service with the employer shall be taken into account whether the same is granted before or after the coming into operation hereof and shall be deemed to have been leave taken and granted hereunder in the case of leave with pay to the extent of the period of such leave and in the case of payment in lieu thereof to the extent of a period of leave with pay equivalent to the amount of payment and to be satisfaction to the extent thereof of the entitlement of the worker hereunder.

(g) Records to be Kept.

(1) Each employer shall during the employment and for a period of twelve (12) months thereafter, or in the case of termination by death of the worker a period of three (3) years thereafter, keep a record from which can be readily ascertained the name of each worker, and his occupation, the date of the commencement of his employment and his entitlement to long service leave and any leave which may have been granted to him or in respect of which payment may have been made hereunder.

(2) Such record shall be open for inspection in the manner and circumstances prescribed by this Award (or Agreement) with respect to the time and wages record.

(h) Special Board of Reference.

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

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

- (a) the settlement of disputes on any matters arising hereunder;
- (b) the determination of such matters as are specifically assigned to it hereunder.

(3) The Board of Reference shall consist of one representative or substitute therefor nominated from time to time by the Western Australian Employers' Federation (Incorporated) and one representative or substitute nominated from time to time by the West Australian Trade Unions Industrial Council (A.L.P.) together with a chairman to be mutually agreed upon by the organisations named in this paragraph.

(i) State Law.

(1) The provisions of any State Law to the extent to which they have before the coming into operation hereof conferred an accrued right on a worker to be granted a period of long service leave in respect of a completed period of twenty (20) or more years' service or employment or an accrued right on a worker or his personal representative

to payment in respect of long service leave shall not be affected hereby and shall not be deemed to be inconsistent with the provisions hereof.

(2) The entitlement of any such worker to leave in respect of a period of service with the employer completed after the period in respect of which the long service leave referred to in paragraph (1) hereof accrued due shall be in accordance herewith.

(3) Subject to paragraphs (1) and (2) hereof, the entitlement to leave hereunder shall be in substitution for and satisfaction of any long service leave to which the worker may be entitled in respect of employment of the worker by the employer.

(4) An employer who under any State Law with regard to long service leave is exempted from the provisions of that law as at the first day of April 1958, shall in respect of the workers covered by such exemption be exempt from the provisions hereof.

(j) Exemptions.

The Special Board of Reference may subject to such conditions as it thinks fit exempt any employer from the provisions hereof in respect of its employees where there is an existing or prospective long service leave scheme which, in its opinion is, viewed as a whole, more favourable for the whole of the employees of that employer than the provisions hereof.

(k) Liberty to Apply.

Liberty is granted to any party to this Award to apply to the Court at any time for an appropriate variation of this clause if any of the terms and conditions operating under the code of Long Service Leave being negotiated between the Australian Council of Trade Unions and Federal Employers' Organisations is varied in any way.

25.—Workers—Additional Obligations re Employment.

(1) In addition to any other obligations applying throughout this Award the following shall apply to all workers covered by this Award.

(2) Subject to subclause (4) hereof workers who are not "unionists" shall, within seven days of being supplied with the necessary application form for membership and a copy of this clause by an accredited representative of the applicant union, apply in the prescribed manner for membership of the union party to this Award and if accepted as a member maintain financial membership whilst employed by a respondent to this Award. Workers who are unfinancial or financial members of the industrial union of workers party to this Award shall become financial and/or maintain financial membership whilst employed under the terms of this Award. Refusal by a worker to apply for membership in accordance with the foregoing and any enforcement proceedings arising therefrom shall not debar subsequent similar procedure with similar obligations.

(3) Any worker whose application for membership of the union has been refused shall have the right of appeal to the Industrial Registrar whose decision on such matter shall be final.

(4) Exemptions:—

(a) Any worker may apply in writing to the Industrial Registrar, Court of Arbitration, Perth, (whose decision shall be final) for exemption from this clause.

(b) An applicant for exemption shall detail in the application to the Industrial Registrar his reasons for desiring exemption, and such application shall only be valid and considered by the Industrial Registrar if it is forwarded by registered post within seven days of the applicant's receipt of the application for membership as prescribed in subclause (3).

(c) The Industrial Registrar in the exercise of his discretion may grant exemption with such conditions as he deems desirable—

- (i) if the applicant is a financial member of any other registered industrial union;

- (ii) if the worker objects on the grounds of conscientious belief to becoming a member of any industrial union; and
 - (iii) for any other reason which the Industrial Registrar deems sufficient.
- (d) A worker refused exemption by the Industrial Registrar shall within seven days of the decision make application for membership of the applicant union and if accepted as a member maintain financial membership whilst employed by the respondent to this Award. A worker involved in the application of this subclause and not complying therewith shall be deemed to be in breach of same for each period of seven (7) days he has not complied therewith.

(5) In this clause the term "unionist" means a worker who is a financial member of the industrial union of workers party to this Award.

(6) Parties to this Award are hereby granted leave to apply at any time to amend, add to, or delete any or all of the provisions of this clause.

In witness whereof this Award has been signed by the Conciliation Commissioner this 24th day of January, 1964.

(Sgd.) S. F. SCHNAARS,
Conciliation Commissioner.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 902 of 1962.

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

HAVING heard Mr. W. R. Sawyer on behalf of the applicant and Mr. G. J. Martin on behalf of the respondent, I, the undersigned Conciliation Commissioner of the Court or Arbitration, in pursuance of a remission to me by the said Court, and in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1961, do hereby order and declare—

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

Dated at Perth this 23rd day of December, 1963.

(Sgd.) S. F. SCHNAARS,
Conciliation Commissioner.

Schedule.

1.—Title.

This Award shall be known as the Clerks' (Trade Protection Association) Award as amended and consolidated.

2.—Arrangement.

1. Title.
2. Arrangement.
3. Area.
4. Scope.
5. Definitions.
6. Hours of Duty.
7. Overtime.
8. Meal Allowance.
9. Holidays.
10. Rates of Pay.
11. Annual Leave.
12. Sick Leave.
13. Termination of Service.
14. Reference.
15. Record.
16. Board of Reference.
17. Travelling Time.
18. Mixed Functions.
19. Aged and Infirm Workers.

20. Proportion of Male Juniors.
21. Certificate of Age, etc.
22. General.
23. Term.
24. Saturday Work.
25. Long Service Leave.
26. Liberty to Apply.
27. Preference to Unionists.

3.—Area.

This Award shall be limited in its effect to an area comprised within a radius of fifteen (15) miles from the General Post Office, Perth.

4.—Scope.

This Award shall apply to all workers employed as clerks (including telephone attendants and messengers where such do clerical work) in the business as carried out by the Trade Protection Association of W.A., Ltd.

5.—Definitions.

For the purpose of this Award—

- (a) "adult" shall mean a worker twenty-one (21) years of age and over, or a worker who is in receipt of the prescribed adult rate of pay;
- (b) "double time" for the purpose of this Award means twice the prescribed rate of wage.

6.—Hours of Duty.

The hours usually worked immediately prior to the first day of November, one thousand nine hundred and forty-eight (1948), shall continue to be observed during the currency of this Award and shall be worked in a five (5) or a five and a half (5½) day week at the option of the employer: Provided that the hours to constitute a week's work shall not exceed forty (40) hours in any one week.

The lunch hour shall be taken at a time mutually arranged between the employer and the worker between 12 noon and 2 p.m.; one (1) full hour to be allowed for lunch.

7.—Overtime.

(a) Except as hereinafter in this clause provided, all time worked on any one day outside the ordinary hours of duty shall be paid for at the rate of time and a half for the first three (3) hours, and at the rate of double time thereafter.

(b) Where the weekly hours of duty are worked in five (5) days from Mondays to Fridays inclusive, all time worked on Saturdays between the ordinary starting time and noon shall be paid for at the rate of time and a half: Provided that where in any establishment alternative Saturdays are not worked, and the working hours of the Saturday off not made up during the week then a worker may be required to work on his Saturday off during ordinary hours without extra payment.

(c) All time worked on Sundays and on any of the holidays prescribed by this Award shall be paid for at the rate of double time.

(d) In the computation of overtime, each day shall stand by itself.

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

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

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

(f) Any clerk in receipt of a salary at the rate of £52 per annum or more in excess of the rate herein prescribed for a senior clerk shall not be entitled to payment of overtime rates for any overtime worked.

(g) The provisions of this clause shall not apply to the female accountant at present employed.

8.—Meal Allowance.

In addition to the overtime prescribed in clause 7, a meal allowance of five shillings (5s.) shall be paid to each worker in the following circumstances:—

- (a) If the worker is required to continue working after 6 p.m. on any day of the week from Mondays to Fridays inclusive or after 1 p.m. on the day on which the weekly half holiday is observed.
- (b) If the worker is required to work until after 1 p.m. on a Sunday or any holiday prescribed under this Award.

9.—Holidays.

(a) (i) The following days, or the days observed in lieu shall, subject to clause 7 hereof, be allowed as holidays without deduction of pay, namely: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day, and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties, in lieu of any of the days named in the subclause.

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

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

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

10.—Rates of Pay.

The minimum rates of wages payable to workers classified in this Award shall be as follows:—

(a) Basic Wage: £ s. d.

Males—

Within a 15-mile radius from the G.P.O., Perth 15 1 6

Females—

Within a 15-mile radius from the G.P.O., Perth 11 6 1

Percentage of Male Basic Wage

(b) (i) Junior Workers (Male)— Per Week.

Under 16 years of age 42.5%
Between 16 and 17 years of age 50%
Between 17 and 18 years of age 60%
Between 18 and 19 years of age 72.5%
Between 19 and 20 years of age 85%
Between 20 and 21 years of age 97.5%

Percentage of Female Basic Wage

(ii) Junior Workers (Female)— Per Week.

Between 15 and 16 years of age 45%
Between 16 and 17 years of age 55%
Between 17 and 18 years of age 65%
Between 18 and 19 years of age 77.5%
Between 19 and 20 years of age 90%
Between 20 and 21 years of age 97.5%

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

At 18 years of age—3s. per week.

At 19 years of age—4s. per week.

At 20 years of age—5s. per week.

Margin Over Male Basic Wage Per Week.

(c) (i) Adults (Male)— £ s. d.
At 21 years of age 1 12 6
At 22 years of age 2 12 6
At 23 years of age 3 6 0
At 24 years of age 3 15 0
At 25 years of age and over 4 5 0

Margin Over Female Basic Wage Per Week.

(ii) Adults (Female)— £ s. d.
At 21 years of age 2 0 0
At 22 years of age 2 5 0
At 23 years of age and over 2 10 0

Adult Stenographers, Comptometer or Calculating or Ledger Machine Operators shall receive seven shillings and sixpence (7s. 6d.) per week in addition to the above rates.

(d) Senior Clerks (classified as such by agreement, or in default of agreement by the Board of Reference), £5 6s. margin per week.

(e) Casual clerks may be employed at an hourly rate for a lesser period than two weeks, and shall be paid whilst so employed twenty-five (25) per cent. in addition to the rates prescribed above, with a minimum engagement of four hours; Provided that, notwithstanding anything contained in this subclause, the basis and terms of employment of casual clerks may be varied in any particular case by agreement in writing between the employer and the union.

(f) (i) Part-time workers may be employed following notification by the employer to the union, at an hourly rate for a lesser period per week than the hours usually worked in each establishment, provided that the union is unable to provide suitable full-time workers.

(ii) Provided, however, that if the union should object to the employment by any employer of a part-time worker, such objection must be made within 48 hours from the time of the union receiving such application from the employer.

(iii) Any objection lodged within the aforesaid 48 hours may be referred to a Board of Reference.

(iv) Payment of annual leave and sick pay for part-time workers shall be strictly related proportionately in accordance with the number of hours worked to the conditions prescribed in each establishment for full-time workers.

(v) Should the present need for part-time workers be eliminated by a surplus of suitable workers offering for full-time employment, the union shall be at liberty to apply to the Court for the deletion of this subclause (f) from the Award.

(g) It is hereby expressly agreed and declared that the rates prescribed herein by this amendment for junior and adult females have been arrived at without regard for the skill involved or the nature of the work performed, and cannot be compared as between themselves or with the rates of pay prescribed in this Award for males or with the rates of pay prescribed in any other Award.

11.—Annual Leave.

(a) Except as hereinafter provided, a period of two (2) consecutive weeks' leave with payment of ordinary wages as prescribed shall be allowed annually to a worker by his employer after a period of twelve (12) months' continuous service with that employer, but where a worker completes that twelve (12) months' continuous service on or after 30th November, 1963, he shall be allowed three (3) consecutive weeks' leave instead of the two (2) consecutive weeks' leave prescribed herein.

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

(c) After one (1) month's continuous service in any qualifying twelve (12) monthly period a worker whose employment terminates shall be paid, in respect of each completed month of continuous service in that qualifying period—

- (i) one-sixth ($\frac{1}{6}$) of a week's pay at his ordinary rate of wage if he leaves his employment before the 30th November, 1963, and one-quarter ($\frac{1}{4}$) of a week's pay at his ordinary rate of wage if he leaves his employment on or after that date;
- (ii) one-quarter ($\frac{1}{4}$) of a week's pay at his ordinary rate of wage if his employment is terminated by the employer through no fault of the worker after 29th August, 1963, and one-sixth ($\frac{1}{6}$) of a week's pay at his ordinary rate of wage if his employment is so terminated on or before that date.

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

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

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

(f) Every worker shall be given and shall take annual leave within nine (9) months after the date it falls due.

(g) No worker shall be required to go on holidays unless at least two (2) weeks' prior notice is given. The employer shall, as far as practicable, arrange to grant annual leave to suit the convenience of the worker.

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

(i) Notwithstanding anything else herein contained an employer who observes a Christmas close down for the purpose of granting annual leave may require a worker to take his annual leave in not more than two (2) periods but neither of such periods shall be less than one (1) week.

12.—Sick Leave.

(a) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health for one-sixth ($\frac{1}{6}$ th) of a week for each completed month of service: Provided that payment for absence through such ill-health shall be limited to two (2) weeks' pay in each calendar year. Provided further that a worker with at least two (2) years of service who produces to his employer a medical certificate that personal ill-health necessitated a longer absence from his employment than the period allowed of one day per month of service shall be entitled to payment for sickness up to one-third ($\frac{1}{3}$) of a week for each completed month of service, with a limit of four (4) weeks' pay in each calendar year. Payment hereunder may be adjusted at the end of each calendar year or at the time the worker leaves the service of the employer in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred.

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

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

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

13.—Termination of Service.

The employment of any worker shall be terminable by one (1) week's notice on either side: Provided that a worker may be summarily dismissed for gross misconduct, in which case he shall be paid up to the time of dismissal only.

14.—Reference.

On leaving the employ of the employer the worker shall be given a reference setting out length of service and duties performed.

15.—Record.

A record shall be kept in each establishment by the employer, wherein shall be entered—

- (i) the name of each worker;
- (ii) the age of each worker if under twenty-five (25) years of age in the case of a male worker, and twenty-three (23) years of age in the case of a female worker;
- (iii) The nature of the work performed by the worker;
- (iv) the wages and the overtime (if any) paid each week; and such record shall, if correct, be signed at least once weekly by the worker.

Such record shall be open to the inspection of a duly accredited representative of the Union during usual business hours.

16.—Board of Reference.

(a) The Court may appoint, for the purpose of the Award, a Board of Reference. The Board shall consist of a chairman and two (2) other representatives, one to be nominated by each of the parties as prescribed by the regulations. There are assigned to the Board in the event of agreement not being arrived at between the said parties the functions of—

- (i) adjusting any matters of difference which may arise between the parties from time to time, except such as involve interpretations of the provisions of this Award or any of them;
- (ii) classifying and fixing of salaries, rates and conditions for any position, occupation or calling not specifically mentioned in this Award;
- (iii) deciding any other matter that the Court may refer to such Board from time to time.

(b) An appeal shall lie from any decision of such Board in the manner and subject to the conditions prescribed in the regulations to the Industrial Arbitration Act, 1912-1961 which for this purpose are embodied in this Award.

17.—Travelling Time.

(a) When a worker is required to work temporarily at a location other than his usual place of duty, any excess fare over that which he normally incurs shall be paid by the employer.

(b) When a worker is engaged at such a distance that he cannot return at night, suitable board and lodging shall be found at the employer's expense.

(c) All travelling time outside ordinary working hours shall be paid for at ordinary rates up to a maximum of twelve (12) hours in any twenty-four (24) hours' period from the time of starting on the journey: Provided that when the travelling is by coastal boat not more than eight (8) hours shall be paid for in any such period.

18.—Mixed Functions.

A worker relieving another worker who is engaged on a higher class of work carrying a higher minimum rate of pay for a period of not less than one (1) week continuously shall be paid the higher minimum rate appropriate to the position whilst so employed.

19.—Aged and Infirm Workers.

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

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

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

20.—Proportion of Male Juniors.

The proportion of male juniors that may be employed shall be as follows:—

- (a) The number of junior male workers shall not exceed the proportion of one (1) to one (1) for the first five (5) adult male workers and thereafter one (1) junior to every two (2) adult male workers or fraction thereof.
- (b) In computing the number of male junior workers to be allowed under this clause all male clerical workers in the establishment shall be taken into consideration.

21.—Certificate of Age, etc.

Male workers 25 years of age and under, and female workers 23 years of age and under, upon being engaged shall furnish the employer with a certificate showing the following particulars:—

- (a) Name in full.
- (b) Date of birth.
- (c) Name of each previous employer.
- (d) Class of work performed for each previous employer.

No worker shall have any claim upon an employer for additional wages in the event of any of the above particulars being wrongly stated on the certificate. If any worker shall wilfully misstate his age in the certificate then he alone shall be guilty of a breach of this Award.

22.—General.

(a) In the event of the death of a worker the cash equivalent of all annual leave due at the time of death shall be paid to the worker's dependents or personal representative.

(b) No worker shall, as a result of the operation of this Award, suffer any loss of salary which he or she may have enjoyed to the date of this Award.

(c) On the pay day each worker shall have set out in or endorsed on the pay envelope the amount of ordinary salary or wages due, details of the overtime due for that pay period, details of all deductions made from the gross earnings, and the net amount payable shall be shown.

23.—Term.

This Award shall operate for a period of three (3) years commencing as from the beginning of the first pay period after the date hereof. (This Award was delivered on the 30th June, 1949.)

24.—Saturday Work.

Any work performed as part of the ordinary weekly hours of duty on a Saturday before 12 noon shall be paid for at the rate of time and a quarter.

25.—Long Service Leave.

(a) Right to Leave.

A worker shall as herein provided be entitled to leave with pay in respect of long service.

(b) Long Service.

(1) The long service which shall entitle a worker to such leave shall, subject as herein provided, be continuous service with one and the same employer.

(2) Such service shall include service prior to the 1st April, 1958, if it continued until such time but only to the extent of the last twenty (20) completed years of continuous service.

(3) (i) Where a business has, whether before or after the coming into operation hereof, been transmitted from an employer (herein called "the transmitter") to another employer (herein called "the transferee") and a worker who at the time of such transmission was an employee of the transmitter in that business becomes an employee of the transferee—the period of the continuous service which the worker has had with the transmitter (including any such service with any prior transmitter) shall be deemed to be service of the worker with the transferee.

(3) (ii) In this subclause "transmission" includes transfer, conveyance, assignment or succession whether voluntary or by agreement or by operation of law and "transmitted" has a corresponding meaning.

(4) Such service shall include—

- (a) any period of absence from duty on any annual leave or long service leave;
- (b) any period of absence from duty necessitated by sickness or injury to the worker but only to the extent of fifteen (15) working days in any year of his employment;
- (c) any period following any termination of the employment by the employer if such termination has been made merely with the intention of avoiding obligations hereunder in respect of long service leave or obligations under any award in respect of annual leave;
- (d) any period during which the service of the worker was or is interrupted by service—
 - (i) as a member of the Naval, Military or Air Forces of the Commonwealth of Australia other than as a member of the British Commonwealth Occupation 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, 1903-1956, and except in Korea or Malaya after 26th June, 1950;
 - (ii) as a member of the Civil Construction Corps established under the National Security Act, 1939-1946;
 - (iii) in any of the Armed Forces under the National Service Act, 1951 (as amended).

Provided that the worker as soon as reasonably practicable on the completion of any such service resumed or resumes employment with the employer by whom he was employed immediately before the commencement of such service.

(5) Service shall be deemed to be continuous notwithstanding—

- (a) the transmission of a business as referred to in paragraph (3) hereof;
- (b) any interruption of a class referred to in paragraph (4) hereof irrespective of the duration thereof;
- (c) any absence from duty authorised by the employer;
- (d) any standing-down of a worker in accordance with the provisions of an award, industrial agreement, order or determination under either Commonwealth or State law;
- (e) any absence from duty arising directly or indirectly from an industrial dispute if the worker returns to work in accordance with the terms of settlement of the dispute;
- (f) any termination of the employment by the employer on any ground other than slackness of trade if the worker be re-employed by the same employer within a period not exceeding two (2) months from the date of such termination;
- (g) any termination of the employment by the employer on the ground of slackness of trade if the worker is re-employed by the same employer within a period not exceeding six (6) months from the date of such termination;
- (h) any reasonable absence of the worker on legitimate union business in respect of which he has requested and been refused leave;
- (i) any absence from duty after the coming into operation of this clause by reason of any cause not specified in this clause unless the employer, during the absence or within fourteen (14) days of the termination of the absence notifies the worker in writing that such absence will be regarded as having broken the continuity of service, which

notice may be given by delivery to the worker personally or by posting it by registered mail to his last recorded address, in which case it shall be deemed to have reached him in due course of post.

Provided that the period of any absence from duty or the period of any interruption referred to in placita (c) to (i) inclusive of this paragraph shall not (except as set out in paragraph (4) hereof) count as service.

(c) Period of Leave.

(1) The leave to which a worker shall be entitled or deemed to be entitled shall be as provided in this subclause.

(2) Where a worker has completed at least 20 years' service the amount of leave shall be—

- (a) in respect of twenty (20) years' service so completed—thirteen (13) weeks' leave;
- (b) in respect of each ten (10) years' service completed after such twenty (20) years—six and a half (6½) weeks' leave.

(3) Where a worker has completed at least fifteen (15) years' service since its commencement and his employment is terminated—

- (a) by his death;
- (b) in any circumstances otherwise than by the employer for serious misconduct,

the amount of leave shall be—

- (i) if such determination takes place before the worker has become entitled to leave under placitum (a) of paragraph (2) hereof, such proportion of thirteen (13) weeks' leave as the number of completed years of such service bears to twenty (20) years;
- (ii) if such termination takes place after the worker has become entitled to leave under placitum (a) of paragraph (2) hereof, the leave due under such placitum and in addition such proportion of thirteen (13) weeks' leave as the number of completed years of such service after the accrual of such entitlement bears to twenty (20) years.

(4) Where a worker has completed at least ten (10) years' service but less than fifteen (15) years' service since its commencement and his employment is terminated—

- (i) by his death, or
- (ii) by the employer for any reason other than serious misconduct; or
- (iii) by the worker on account of sickness of or injury to the worker or domestic or other pressing necessity where such sickness or injury or necessity is of such a nature as to justify or in the event of a dispute is in the opinion of the Special Board of Reference, of such a nature as to justify such termination,

the amount of leave shall be such proportion of thirteen (13) weeks' leave as the number of completed years of such service bears to twenty (20) years.

(5) In the cases to which paragraphs (3) and (4) hereof apply the worker shall be deemed to have been entitled to and to have commenced leave immediately prior to such termination.

(d) Payment for Period of Leave.

(1) A worker shall subject to paragraph (3) hereof, be entitled to be paid for each week of leave to which he has become entitled or is deemed to have become entitled the ordinary time rate of pay applicable to him at the date he commences such leave.

(2) Such ordinary time rate of pay shall be the rate applicable to him for the standard weekly hours which are prescribed by this Award (or Agreement), but in the case of casuals and part-time workers shall be the ordinary time rate for the number of hours usually worked up to but not exceeding the prescribed standard.

(3) Where by agreement between the employer and the worker the commencement of the leave to which the worker is entitled or any portion thereof is postponed to meet the convenience of the worker, the rate of payment for such leave

shall be at the ordinary time rate of pay applicable to him at the date of accrual, or, if so agreed, at the ordinary time rate of pay applicable at the date he commences such leave.

(4) The ordinary time rate of pay—

(a) shall include any deductions from wages for board and/or lodging or the like which is not provided and taken during the period of leave;

(b) shall not include shift premiums, overtime, penalty rates, commissions, bonuses, allowances or the like.

(5) In the case of workers employed on piece or bonus work or any other system of payment by results payment shall be at ordinary time rates.

(e) Taking Leave.

(1) In a case to which paragraph (2) of subclause (c) applies—

(a) Leave shall be granted and taken as soon as reasonably practicable after the right thereto accrues due or at such time as may be agreed between the employer and the worker or in the absence of such agreement at such time or times as may be determined by the Special Board of Reference, having regard to the needs of the employer's establishment and the worker's circumstances.

(b) Except where the time for taking leave is agreed to by the employer and the worker or determined by the Special Board of Reference the employer shall give to a worker at least one (1) month's notice of the date from which his leave is to be taken.

(c) Leave may be granted and taken in one continuous period or if the employer and the worker so agree in not more than three (3) separate periods in respect of the first thirteen (13) weeks' entitlement and in not more than two (2) separate periods in respect of any subsequent period of entitlement.

(d) Any leave shall be inclusive of any public holidays specified in this award (or agreement) occurring during the period when the leave is taken but shall not be inclusive of any annual leave.

(e) Payment shall be made in one of the following ways:—

(i) in full before the worker goes on leave;

(ii) at the same time as his wages would have been paid to him if the worker had remained at work, in which case payment shall, if the worker in writing so requires, be made by cheque posted to an address specified by the worker; or

(iii) in any other way agreed between the employer and the worker.

(f) No worker shall, during any period when he is on leave, engage in any employment for hire or reward in substitution for the employment from which he is on leave, and if a worker 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 the employer shall be entitled to withhold any further payment in respect of the period and to reclaim any payments already made on account of such period of leave.

(2) In a case to which paragraph (3) of paragraph (4) of subclause (c) applies and in any case in which the employment of the worker who has become entitled to leave hereunder is terminated before such leave is taken or fully taken the employer shall, upon termination of his employment otherwise than by death pay to the worker, and upon termination of employment by death pay to the personal representative of the worker upon request by the personal representative, a sum equivalent to the amount which would have been payable in respect of the period of leave to which he

is entitled or deemed to have been entitled and which would have been taken but for such termination. Such payment shall be deemed to have satisfied the obligation of the employer in respect of leave hereunder.

(f) Granting Leave in Advance and Benefits to be Brought into Account.

(1) Any employer may by agreement with a worker allow leave to such a worker before the right thereto has accrued due, but where leave is taken in such case the worker shall not become entitled to any further leave hereunder in respect of any period until after the expiration of the period in respect of which such leave had been taken before it accrued due.

(2) Where leave has been granted to a worker pursuant to the preceding paragraph before the right thereto has accrued due, and the employment subsequently is terminated, the employer may deduct from whatever remuneration is payable upon the termination of the employment a proportionate amount on the basis of thirteen (13) weeks for twenty (20) years' service in respect of any period for which the worker has been granted long service leave to which he was not at the date of termination of the employment or prior thereto entitled.

(3) Any leave in the nature of long service leave or payment in lieu thereof under a State law or a long service leave scheme not under the provisions hereof granted to a worker by his employer in respect of any period of service with the employer shall be taken into account whether the same is granted before or after the coming into operation hereof and shall be deemed to have been leave taken and granted hereunder in the case of leave with pay to the extent of the period of such leave and in the case of payment in lieu thereof to the extent of a period of leave with pay equivalent to the amount of the payment and to be satisfaction to the extent thereof of the entitlement of the worker hereunder.

(g) Records to be Kept.

(1) Each employer shall during the employment and for a period of twelve (12) months thereafter, or in the case of termination by death of the worker a period of three (3) years thereafter, keep a record from which can be readily ascertained the name of each worker, and his occupation, the date of the commencement of his employment and his entitlement to long service leave and any leave which may have been granted to him or in respect of which payment may have been made hereunder.

(2) Such record shall be open for inspection in the manner and circumstances prescribed by this award (or agreement) with respect to the time and wages record.

(h) Special Board of Reference.

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

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

- (a) the settlement of disputes on any matters arising hereunder;
- (b) the determination of such matters as are specifically assigned to it hereunder.

(3) The Board of Reference shall consist of one representative or substitute therefor nominated from time to time by the Western Australian Employers' Federation (Incorporated) and one representative or substitute nominated from time to time by the West Australian Trade Unions Industrial Council (A.L.P.) together with a chairman to be mutually agreed upon by the organisations named in this paragraph.

(i) State Law.

(1) The provisions of any State Law to the extent to which they have before the coming into operation hereof conferred an accrued right on a worker to be granted a period of long service leave in respect of a completed period of twenty (20) or more years' service or employment or an

accrued right on a worker or his personal representative to payment in respect of long service leave shall not be affected hereby and shall not be deemed to be inconsistent with the provisions hereof.

(2) The entitlement of any such worker to leave in respect of a period of service with the employer completed after the period in respect of which the long service leave referred to in paragraph (1) hereof accrued due shall be in accordance herewith.

(3) Subject to paragraphs (1) and (2) hereof, the entitlement to leave hereunder shall be in substitution for any satisfaction of any long service leave to which the worker may be entitled in respect of employment of the worker by the employer.

(4) An employer who under any State Law with regard to long service leave is exempted from the provisions of that law as at the first day of April, 1958, shall in respect of the workers covered by such exemption be exempt from the provisions hereof.

(j) Exemptions.

The Special Board of Reference may subject to such conditions as it thinks fit exempt any employer from the provisions hereof in respect of its employees where there is an existing or prospective long service leave scheme which, in its opinion is, viewed as a whole, more favourable for the whole of the employees of that employer than the provisions hereof.

(k) Liberty to Apply.

Liberty is granted to any party to this Award to apply to the Court at any time for an appropriate variation of this clause if any of the terms and conditions operating under the code of Long Service Leave being negotiated between the Australian Council of Trade Unions and Federal Employers' Organisations is varied in any way.

26.—Liberty to Apply.

Liberty is reserved to any part to apply to correct any errors or to overcome any anomalies created by any hours amendments to the Shop Assistants' Awards or Agreements.

27.—Preference to Unionists.

(a) In this clause the term "worker" does not include a male worker in receipt of a salary at the rate of £2 per week or more in excess of the rate herein prescribed for a senior clerk or a female worker in receipt of a salary at the rate of 30s. per week or more in excess of the maximum rate otherwise prescribed herein in subclause (c) of clause 10 for an adult female and this clause shall not apply to such male or female workers.

(b) In this clause the term "unionist" means a worker who is a financial member of the industrial union of workers party to this Award.

(c) Any worker whose application for membership of the Union has been refused shall have the right of appeal to the Industrial Registrar whose decision on such matter shall be final. Such worker who has exercised his right of appeal shall pending the decision of the Industrial Registrar have the same rights under this clause as a "unionist."

(d) Subject to subclause (e) hereof workers who are not "unionists" shall within seven (7) days of being supplied with the necessary application form for membership, and a copy of this clause by an accredited representative of the applicant union, apply in the prescribed manner for membership and if accepted as a member maintain financial membership whilst employed by a respondent to this Award.

Workers who are unfinancial members of the industrial union of workers party to this Award shall become and maintain financial membership whilst employed by a respondent to this Award.

(e) Exemptions:—

- (i) Any worker may apply in writing to the Industrial Registrar, Court of Arbitration, Perth (whose decision shall be final), for exemption from this clause.

- (ii) An applicant for exemption shall detail in the application to the Industrial Registrar his reasons for desiring exemption, and such application shall only be valid and considered by the Industrial Registrar if it is forwarded by registered post within (7) days of the applicant's receipt of the application for membership as prescribed in subclause (d).
- (iii) The Industrial Registrar in the exercise of his discretion may grant exemption with such conditions as he deems desirable—
 - (a) if the applicant is a financial member of any other registered industrial union;
 - (b) if the worker objects on the grounds of conscientious religious belief to becoming a member of any industrial union; and
 - (c) for any other reason which the Industrial Registrar deems sufficient.
- (iv) A worker refused exemption by the Industrial Registrar shall within seven (7) days of the decision make application for membership of the applicant union and if accepted as a member maintain financial membership whilst employed by a respondent to this Award.

IN THE COURT OF ARBITRATION
OF WESTERN AUSTRALIA.

No. 903 of 1963.

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

HAVING heard Mr. W. R. Sawyer on behalf of the applicant and Mr. G. J. Martin on behalf of the respondent, I, the undersigned Conciliation Commissioner of the Court of Arbitration, in pursuance of a remission to me by the said Court and in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1961, do hereby order and declare—

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

Dated at Perth this 23rd day of December, 1963.

(Sgd.) S. F. SCHNAARS,
Conciliation Commissioner.

Schedule.

1.—Title.

This Award shall be known as the Clerks (Film Renting Companies) Award as amended and consolidated.

2.—Arrangement.

1. Title.
2. Arrangement.
3. Area.
4. Scope.
5. Definitions.
6. Hours of Duty.
7. Overtime.
8. Meal Allowance.
9. Rates of Pay.
10. Holidays.
11. Annual Leave.
12. Sick Leave.
13. Termination of Service.
14. Reference.
15. Record.
16. Board of Reference.
17. Travelling Time.
18. Mixed Functions.
19. Aged and Infirm Workers.
20. Proportion of Juniors.
21. Certificate of Age, etc.
22. General.
23. Term.
24. Saturday Work.
25. Liberty to Apply.
26. Long Service Leave.
27. Preference to Unionists.

3.—Area.

This Award shall be limited in its effects to an area comprised within a radius of fifteen (15) miles from the General Post Office, Perth.

4.—Scope.

This Award shall apply to all workers employed as clerks (including telephone attendants and messengers, where such workers do clerical work) in film renting establishments.

5.—Definitions.

For the purpose of this Award—

- (a) "adult" shall mean a worker twenty-one (21) years of age and over, or a worker who is in receipt of the prescribed adult rate of pay.
- (b) "double time" for the purpose of this Award means twice the prescribed rate of pay.
- (c) "film renting establishment" shall mean any establishment exclusively or principally engaged in the distribution of motion picture films and the renting thereof to theatre proprietors for the purpose of exhibition.

6.—Hours of Duty.

The hours usually worked in each establishment immediately prior to the first day of July, One thousand Nine hundred and Forty-eight (1948) shall continue to be observed during the currency of this Award and shall be worked in a five (5) or a five and a half (5½) day week at the option of the employer: Provided that the hours to constitute a week's work shall not exceed forty (40) hours in any one week.

One full hour shall be taken for the lunch period between the hours of 12 o'clock noon and 2 p.m.

7.—Overtime.

(a) Except as hereinafter in this clause provided, all time worked on any one day outside the ordinary hours of duty shall be paid for at the rate of time and a half for the first three (3) hours, and at the rate of double time thereafter.

(b) Where the weekly hours of duty are worked in five (5) days from Mondays to Fridays inclusive, all time worked on Saturdays between the ordinary starting time and noon shall be paid for at the rate of time and a half: Provided that where in any establishment alternate Saturdays are not worked, and the working hours of the Saturday off not made up during the week then a worker may be required to work on his Saturday off during ordinary hours without extra payment.

(c) All time worked on Sundays and on any of the holidays prescribed by this Award shall be paid for at the rate of double time.

(d) In the computation of overtime, each day shall stand by itself.

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

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

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

(f) Any clerk in receipt of a salary at the rate of £52 per annum or more in excess of the rate herein prescribed for a senior clerk shall not be entitled to payment of overtime rates for any overtime worked.

8.—Meal Allowance.

In addition to the overtime prescribed in clause 7, a meal allowance of five shillings (5s.) shall be paid to each worker in the following circumstances:—

- (a) If the worker is required to continue working after 6 p.m. on any day of the week from Monday to Friday inclusive or after 1 p.m. on Saturday.

- (b) If the worker is required to work until after 1 p.m. on a Sunday or any holiday prescribed under this Award.
- (c) Workers required to perform the duties of "checkers" shall if their ordinary day's work does not finish prior to 6 p.m. receive in addition to the payment referred to in subclause (g) of clause 9, the sum of five shillings (5s.) for a meal.

9.—Rates of Pay.

The minimum rates of wages payable to workers classified in this Award shall be as follows:—

	Per Week.		
(a) Basic Wage:	£	s.	d.
Males	15	1	6
Females	11	6	1

	Percentage of Male Basic Wage		
	Per Week.		
(b) (i) Junior Workers (Male):			
Under 16 years of age	42.5		
Between 16 and 17 years of age	50		
Between 17 and 18 years of age	60		
Between 18 and 19 years of age	72.5		
Between 19 and 20 years of age	85		
Between 20 and 21 years of age	97.5		

	Percentage of Female Basic Wage		
	Per Week.		
(ii) Junior Workers (Female):			
Between 15 and 16 years of age	45		
Between 16 and 17 years of age	55		
Between 17 and 18 years of age	65		
Between 18 and 19 years of age	77.5		
Between 19 and 20 years of age	90		
Between 20 and 21 years of age	97.5		

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

- At 18 years of age—3s. per week.
- At 19 years of age—4s. per week.
- At 20 years of age—5s. per week.

	Margin Over Male Basic Wage		
	Per Week.		
(c) (i) Adults (Male):	£	s.	d.
At 21 years of age	1	12	6
At 22 years of age	2	12	6
At 23 years of age	3	6	0
At 24 years of age	3	15	0
At 25 years of age and over	4	5	0

	Margin Over Female Basic Wage		
	Per Week.		
(ii) Adults (Female):	£	s.	d.
At 21 years of age	2	0	0
At 22 years of age	2	5	0
At 23 years of age and over	2	10	0

Adult Stenographers, Comptometer or Calculating or Ledger Machine Operators shall receive seven shillings and sixpence (7s. 6d.) per week in addition to the above rates.

(d) Senior Clerks (classified as such by agreement or in default of agreement by the Board of Reference), £5 6s. margin per week.

(e) Casual clerks may be employed at an hourly rate for a lesser period than two weeks, and shall be paid whilst so employed twenty-five (25) per cent. in addition to the rates prescribed above, with a minimum engagement of four hours: Provided that, notwithstanding anything contained in this subclause, the basis and terms of employment of casual clerks may be varied in any particular case by agreement in writing between the employer and the union.

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(f) (i) Part-time workers may be employed following notification by the employer to the union, at an hourly rate for a lesser period per week than the hours usually worked in each establishment, provided that the union is unable to provide suitable full-time workers.

(ii) Provided, however, that if the union should object to the employment by any employer of a part-time worker, such objection must be made within 48 hours from the time of the union receiving such application from the employer.

(iii) Any objection lodged within the aforesaid 48 hours may be referred to a Board of Reference.

(iv) Payment of annual leave and sick pay for part-time workers shall be strictly related proportionately in accordance with the number of hours worked to the conditions prescribed in each establishment for full-time workers.

(v) Should the present need for part-time workers be eliminated by a surplus of suitable workers offering for full-time employment, the union shall be at liberty to apply to the Court for the deletion of this subclause (f) from the Award.

(g) Workers required to perform the duties of "checkers" shall be paid the sum of eighteen shillings (18s.) for each night so employed and, in addition, shall receive first class return fares actually and reasonably incurred travelling between the place of residence and the job. Provided that such workers shall not be entitled to the provisions of clause 7 (Overtime). Meal money shall not be payable, except in accordance with the provisions of subclause (c) of clause 8.

(h) It is hereby expressly agreed and declared that the rates prescribed herein by this amendment for junior and adult females have been arrived at without regard for the skill involved or the nature of the work performed, and cannot be compared as between themselves or with the rates of pay prescribed in this Award for males or with the rates of pay prescribed in any other Award.

10.—Holidays.

(a) (i) The following days, or the days observed in lieu shall subject to clause 7 hereof, be allowed as holidays without deduction of pay, namely: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties, in lieu of any of the days named in the subclause.

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

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

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

11.—Annual Leave.

(a) Except as hereinafter provided, a period of two (2) consecutive weeks' leave with payment of ordinary wages as prescribed shall be allowed annually to a worker by his employer after a period of twelve (12) months' continuous service with that employer, but where a worker completes that twelve months' continuous service on or after the 30th November, 1963, he shall be allowed three (3) consecutive weeks' leave instead of the two (2) consecutive weeks' leave prescribed herein.

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

(c) After one (1) month's continuous service in any qualifying twelve monthly period a worker whose employment terminates shall be paid, in respect of each completed month of continuous service in that qualifying period—

- (i) one-sixth ($\frac{1}{6}$) of a week's pay at his ordinary rate of wage if he leaves his employment before the 30th November, 1963, and one-quarter ($\frac{1}{4}$) of a week's pay at his ordinary rate of wage if he leaves his employment on or after that date;
- (ii) one-quarter ($\frac{1}{4}$) of a week's pay at his ordinary rate of wage if his employment is terminated by the employer through no fault of the worker after 29th August, 1963, and one-sixth ($\frac{1}{6}$) of a week's pay at his ordinary rate of wage if his employment is so terminated on or before that date.

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

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

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

(f) Every worker shall be given and shall take annual leave within nine (9) months after the date it falls due.

(g) No worker shall be required to go on holidays unless at least two weeks' prior notice is given. The employer shall, as far as practicable, arrange to grant annual leave to suit the convenience of the worker.

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

(i) Notwithstanding anything else herein contained an employer who observes a Christmas closedown for the purpose of granting annual leave may require a worker to take his annual leave in not more than two (2) periods but neither of such periods shall be less than one (1) week.

12.—Sick Leave.

(a) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health for one-sixth ($\frac{1}{6}$) of a week for each completed month of service: Provided that payment of absence, through such ill-health shall be limited to two (2) weeks' pay in each calendar year. Provided further that a worker with at least two (2) years of service who produces to his employer a medical certificate that personal ill-health necessitated a longer absence from his employment than the period allowed of one day per month of service shall be entitled to payment for sickness up to one-third ($\frac{1}{3}$) of a week for each completed month of service, with a limit of four (4) weeks' pay in each calendar year. Payment hereunder may be adjusted at the end of each calendar year or at the time the worker leaves the service of the employer in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred.

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

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

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

13.—Termination of Service.

The employment of any worker shall be terminable by one (1) week's notice on either side: Provided that a worker may be summarily dismissed for gross misconduct, in which case he shall be paid up to the time of dismissal only.

14.—Reference.

On leaving the employ of an employer the worker shall be given a reference setting out length of service and duties performed.

15.—Record.

A record shall be kept in each establishment by the employer wherein shall be entered—

- (i) the name of each worker;
- (ii) the age of each worker if under twenty-five (25) years of age in the case of a male worker, and twenty-three (23) years of age in the case of a female worker;
- (iii) the nature of the work performed by the worker;
- (iv) the wages, and the overtime (if any) paid each week;

and such record shall, if correct, be signed at least once weekly by the worker.

Such record shall be open to the inspection of a duly accredited representative of the union during usual business hours.

16.—Board of Reference.

(i) The Court may appoint, for the purpose of the Award, a Board of Reference. The Board shall consist of a chairman and two other representatives, one to be nominated by each of the parties as prescribed by the regulations. There are assigned to the Board in the event of agreement not being arrived at between the said parties the functions of—

- (a) adjusting any matters of difference which may arise between the parties from time to time, except such as involve interpretations of the provisions of the Award or any of them;
- (b) classifying and fixing of salaries, rates and conditions for any position, occupation or calling not specifically mentioned in the Award;
- (c) deciding any other matter that the Court may refer to such Board from time to time.

(ii) An appeal shall lie from any decision of such Board in the manner and subject to the conditions prescribed in the Regulations to the Industrial Arbitration Act, 1912-1961, which for this purpose are embodied in this Award.

17.—Travelling Time.

(a) When a worker is required to work temporarily at a location other than his usual place of duty, any excess fare over that which he normally incurs shall be paid by the employer.

(b) When a worker is engaged at such a distance that he cannot return at night, suitable board and lodging shall be found at the employer's expense.

(c) All travelling time outside ordinary working hours shall be paid for at ordinary rates up to a maximum of twelve (12) hours in any twenty-four hours' period from the time of starting on the journey: Provided that when the travelling is by coastal boat not more than eight (8) hours shall be paid for in any such period.

18.—Mixed Functions.

A worker relieving another worker who is engaged on a higher class of work carrying a higher minimum rate of pay for a period of not less than two (2) weeks continuously shall be paid the higher minimum rate appropriate to the position whilst so employed.

19.—Aged and Infirm Workers.

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

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

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

20.—Proportion of Juniors.

The proportion of juniors that may be employed shall be—

- (a) where no adult worker in receipt of the basic wage is employed, one (1) junior male and/or one (1) junior female may be employed;
- (b) where the number of adult male workers does not exceed five (5), an equal number of junior male workers may be employed.
- (c) where the number of adult male workers exceeds five (5), an increased number of junior male workers may be employed in the proportion of one (1) to two (2) in respect of the number over five (5);
- (d) where no adult female in receipt of the minimum wage is employed, junior female workers in the proportion of one (1) to each male worker in receipt of the minimum adult wage may be employed;
- (e) where the number of adult female workers employed does not exceed twelve (12), the proportion of junior female workers that may be employed shall not exceed two (2) to one (1).
- (f) where the number of adult female workers employed exceeds twelve (12), the proportion of junior female workers that may be employed in respect of the excess shall not exceed three (3) to each two (2) adult female workers.

21.—Certificate of Age, etc.

Male workers 25 years of age and under, and female workers 23 years of age and under, upon being engaged shall furnish the employer with a certificate showing the following particulars:—

- (a) Name in full.
- (b) Date of birth.
- (c) Name of each previous employer.
- (d) Class of work performed for each previous employer.

No worker shall have any claim upon an employer for additional wages in the event of any of the above particulars being wrongly stated on the certificate. If any worker shall wilfully misstate his age in the certificate, then he alone shall be guilty of a breach of this Award.

22.—General.

(a) In the event of the death of a worker, the cash equivalent of all annual leave due at the time of death shall be paid to the worker's dependants or personal representative.

(b) No worker shall, as a result of the operation of this Award, suffer any loss of salary which he or she may have enjoyed to the date of this Award.

(c) On the pay day each worker shall have set out in or endorsed on the pay envelope the amount of ordinary salary or wages due, details of the overtime due for that pay period, details of all deductions made from the gross earnings, and the net amount payable shall be shown.

23.—Term.

Subject to the provisions of the Industrial Arbitration Act, 1912-1961 this Award shall operate for a period of three (3) years from the beginning of the next pay period commencing after the date hereof. (This Award was issued on the 8th day of April, 1949.)

24.—Saturday Work.

Any work performed as part of the ordinary weekly hours of duty on a Saturday before 12 noon shall be paid for at the rate of time and a quarter.

25.—Liberty to Apply.

Liberty is reserved to any party to apply to correct any errors or to overcome any anomalies created by any hours amendments to the Shop Assistants Awards or Agreements.

26.—Long Service Leave.

(a) Right to Leave.

A worker shall as herein provided be entitled to leave with pay in respect of long service.

(b) Long Service.

(1) The long service which shall entitle a worker to such leave shall, subject as herein provided, be continuous service with one and the same employer.

(2) Such service shall include service prior to the 1st April, 1958, if it continued until such time but only to the extent of the last twenty (20) completed years of continuous service.

(3) (i) Where a business has, whether before or after the coming into operation hereof, been transmitted from an employer (herein called "the transmitter") to another employer (herein called "the transferee") and a worker who at the time of such transmission was an employee of the transmitter in that business becomes an employee of the transferee—the period of the continuous service which the worker has had with the transmitter (including any such service with any prior transmitter) shall be deemed to be service of the worker with the transferee.

(ii) In this subclause "transmission" includes transfer, conveyance, assignment or succession whether voluntary or by agreement or by operation of law and "transmitted" had a corresponding meaning.

(4) Such service shall include—

- (a) any period of absence from duty on any annual leave or long service leave;
- (b) any period of absence from duty necessitated by sickness or injury to the worker but only to the extent of fifteen (15) working days in any year of his employment;
- (c) any period following any termination of the employment by the employer if such termination has been made merely with the intention of avoiding obligations hereunder in respect of long service leave or obligations under any award in respect of annual leave;
- (d) any period during which the service of the worker was or is interrupted by service—
 - (i) as a member of the Naval, Military or Air Forces of the Commonwealth of Australia other than as a member of the British Commonwealth Occupation 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 1903-1956, and except Korea or Malaya after 26th June, 1950;
 - (ii) as a member of the Civil Construction Corps established under the National Security Act, 1939-1946;
 - (iii) in any of the Armed Forces under the National Service Act, 1951 (as amended).

Provided that the worker as soon as reasonably practicable on the completion of any such service resumed or resumes employment with the employer by whom he was employed immediately before the commencement of such service.

(5) Service shall be deemed to be continuous notwithstanding—

- (a) the transmission of a business as referred to in paragraph (3) hereof;
- (b) any interruption of a class referred to in paragraph (4) hereof irrespective of the duration thereof;

- (c) any absence from duty authorised by the employer;
- (d) any standing-down of a worker in accordance with the provisions of an Award, Industrial Agreement, Order or Determination under either commonwealth or State law;
- (e) any absence from duty arising directly or indirectly from an industrial dispute if the worker returns to work in accordance with the terms of settlement of the dispute;
- (f) any termination of the employment by the employer on any ground other than slackness of trade if the worker be re-employed by the same employer within a period not exceeding two (2) months from the date of such termination;
- (g) any termination of the employment by the employer on the ground of slackness of trade if the worker is re-employed by the same employer within a period not exceeding six (6) months from the date of such termination;
- (h) any reasonable absence of the worker on legitimate union business in respect of which he has requested and been refused leave;
- (i) any absence from duty after the coming into operation of this clause by reason of any cause not specified in this clause unless the employer, during the absence or within fourteen (14) days of the termination of the absence notifies the worker in writing that such absence will be regarded as having broken the continuity of service, which notice may be given by delivery to the worker personally or by posting it by registered mail to his last recorded address, in which case it shall be deemed to have reached him in due course of post. Provided that the period of any absence from duty or the period of any interruption referred to in placita (c) to (i) inclusive of this paragraph shall not (except as set out in paragraph (4) hereof) count as service.

(c) Period of Leave.

(1) The leave to which a worker shall be entitled or deemed to be entitled shall be as provided in this subclause.

(2) Where a worker has completed at least 20 years' service the amount of leave shall be—

- (a) in respect of twenty (20) years' service so completed—thirteen (13) weeks' leave;
- (b) in respect of each ten (10) years' service completed after such twenty (20) years—six and a half (6½) weeks' leave.

(3) Where a worker has completed at least fifteen (15) years' service since its commencement and his employment is terminated—

- (a) by his death;
- (b) in any circumstances otherwise than by the employer for serious misconduct, the amount of leave shall be—

- (i) if such determination takes place before the worker has become entitled to leave under placitum (a) of paragraph (2) hereof, such proportion of thirteen (13) weeks' leave as the number of completed years of such service bears to twenty (20) years;
- (ii) if such termination takes place after the worker has become entitled to leave under placitum (a) of paragraph (2) hereof, the leave due under such placitum and in addition such proportion of thirteen (13) weeks' leave as the number of completed years of such service after the accrual of such entitlement bears to twenty (20) years.

(4) Where a worker has completed at least ten (10) years' service but less than fifteen (15) years' service since its commencement and his employment is terminated—

- (i) by his death; or
- (ii) by the employer for any reason other than serious misconduct; or
- (iii) by the worker on account of sickness or injury to the worker or domestic or other pressing necessity where such sickness or injury or necessity is of such a nature as to justify or in the event of a dispute is in the opinion of the Special Board of Reference, of such a nature as to justify such termination,

the amount of leave shall be such proportion of thirteen (13) weeks' leave as the number of completed years of such service bears to twenty (20) years.

(5) In the cases to which paragraphs (3) and (4) hereof apply the worker shall be deemed to have been entitled to and to have commenced leave immediately prior to such termination.

(d) Payment for Period of Leave.

(1) A worker shall, subject to paragraph (3) hereof, be entitled to be paid for each week of leave to which he has become entitled or is deemed to have become entitled the ordinary time rate of pay applicable to him at the date he commences such leave.

(2) Such ordinary time rate of pay shall be the rate applicable to him for the standard weekly hours which are prescribed by this Award (or Agreement), but in the case of casuals and part-time workers shall be the ordinary time rate for the number of hours usually worked up to but not exceeding the prescribed standard.

(3) Where by agreement between the employer and the worker the commencement of the leave to which the worker is entitled or any portion thereof is postponed to meet the convenience of the worker, the rate of payment for such leave shall be at the ordinary time rate of pay applicable to him at the date of accrual, or, if so agreed, at the ordinary time rate of pay applicable to him at the date he commences such leave.

(4) The ordinary time rate of pay—

- (a) shall include any deductions from wages for board and/or lodging or the like which is not provided and taken during the period of leave;
- (b) shall not include shift premiums, overtime, penalty rates, commissions, bonuses, allowances or the like.

(5) In the case of workers employed on piece or bonus work or any other system of payment by results payment shall be at ordinary time rates.

(e) Taking Leave.

(1) In a case to which paragraph (2) of subclause (c) applies—

- (a) Leave shall be granted and taken as soon as reasonably practicable after the right thereto accrues due or at such time or times as may be agreed between the employer and the worker or in the absence of such agreement at such time or times as may be determined by the Special Board of Reference, having regard to the needs of the employer's establishment and the worker's circumstances.

- (b) Except where the time for taking leave is agreed to by the employer and the worker or determined by the Special Board of Reference the employer shall give to a worker at least one (1) month's notice of the date from which his leave is to be taken.

- (c) Leave may be granted and taken in one continuous period or if the employer and the worker so agree in not more than three (3) separate periods in respect of the first thirteen (13) weeks' entitlement and in not more than two (2) separate periods in respect of any subsequent period of entitlement.

(d) Any leave shall be inclusive of any public holidays specified in this award (or agreement) occurring during the period when the leave is taken but shall not be inclusive of any annual leave.

(e) Payment shall be made in one of the following ways:—

(i) In full before the worker goes on leave;

(ii) at the same time as his wages would have been paid to him if the worker had remained at work, in which case payment shall, if the worker in writing so requires, be made by cheque posted to an address specified by the worker; or

(iii) in any other way agreed between the employer and the worker.

(f) No worker shall, during any period when he is on leave, engage in any employment for hire or reward in substitution for the employment from which he is on leave, and if a worker 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 the employer shall be entitled to withhold any further payment in respect of the period and to reclaim any payments already made on account of such period of leave.

(2) In a case to which paragraph (3) or paragraph (4) of subclause (c) applies and in any case in which the employment of the worker who has become entitled to leave hereunder is terminated before such leave is taken or fully taken the employer shall, upon termination of his employment otherwise than by death pay to the worker, and upon termination of employment by death pay to the personal representative of the worker upon request by the personal representative, a sum equivalent to the amount which would have been payable in respect of the period of leave to which he is entitled or deemed to have been entitled and which would have been taken but for such termination. Such payment shall be deemed to have satisfied the obligation of the employer in respect of leave hereunder.

(f) Granting Leave in Advance and Benefits to be Brought into Account.

(1) Any employer may by agreement with a worker allow leave to such a worker before the right thereto has accrued due, but where leave is taken in such case the worker shall not become entitled to any further leave hereunder in respect of any period until after the expiration of the period in respect of which such leave had been taken before it accrued due.

(2) Where leave has been granted to a worker pursuant to the preceding paragraph before the right thereto has accrued due, and the employment subsequently is terminated, the employer may deduct from whatever remuneration is payable upon the termination of the employment a proportionate amount on the basis of thirteen (13) weeks for twenty (20) years' service in respect of any period for which the worker has been granted long service leave to which he was not at the date of termination of the employment or prior thereto entitled.

(3) Any leave in the nature of long service leave or payment in lieu thereof under a State law or a long service leave scheme not under the provisions hereof granted to a worker by his employer in respect of any period of service with the employer shall be taken into account whether the same is granted before or after the coming into operation hereof and shall be deemed to have been leave taken and granted hereunder in the case of leave with pay to the extent of the period of such leave and in the case of payment in lieu thereof to the extent of a period of leave with pay equivalent to the amount of the payment and to be satisfaction to the extent thereof of the entitlement of the worker hereunder.

(g) Records to be Kept.

(1) Each employer shall during the employment and for a period of twelve (12) months thereafter, or in the case of termination by death of the worker a period of three (3) years thereafter, keep a record from which can be readily ascertained the name of each worker, and his occupation, the date of the commencement of his employment and his entitlement to long service leave and any leave which may have been granted to him or in respect of which payment may have been made hereunder.

(2) Such record shall be open for inspection in the manner and circumstances prescribed by this award (or agreement) with respect to the time and wages record.

(h) Special Board of Reference.

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

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

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

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

(3) The Board of Reference shall consist of one representative or substitute therefor nominated from time to time by the Western Australian Employers' Federation (Incorporated) and one representative or substitute nominated from time to time by the West Australian Trade Unions Industrial Council (A.L.P.) together with a chairman to be mutually agreed upon by the organisations named in this paragraph.

(i) State Law.

(1) The provisions of any State Law to the extent to which they have before the coming into operation hereof conferred an accrued right on a worker to be granted a period of long service leave in respect of a completed period of twenty (20) or more years' service or employment or an accrued right on a worker or his personal representative to payment in respect of long service leave shall not be affected hereby and shall not be deemed to be inconsistent with the provisions hereof.

(2) The entitlement of any such worker to leave in respect of a period of service with the employer completed after the period in respect of which the long service leave referred to in paragraph (1) hereof accrued due shall be in accordance herewith.

(3) Subject to paragraphs (1) and (2) hereof, the entitlement to leave hereunder shall be in substitution for any satisfaction of any long service leave to which the worker may be entitled in respect of employment of the worker by the employer.

(4) An employer who under any State Law with regard to long service leave is exempted from the provisions of that law as at the first day of April, 1958, shall in respect of the workers covered by such exemption be exempt from the provisions hereof.

(j) Exemptions.

The Special Board of Reference may subject to such conditions as it thinks fit exempt any employer from the provisions hereof in respect of its employees where there is an existing or prospective long service leave scheme which, in its opinion is, viewed as a whole, more favourable for the whole of the employees of that employer than the provisions hereof.

(k) Liberty to Apply.

Liberty is granted to any party to this Award to apply to the Court at any time for an appropriate variation of this clause if any of the terms and conditions operating under the code of Long Service Leave being negotiated between the Australian Council of Trade Unions and Federal Employers' Organisations is varied in any way.

27.—Preference to Unionists.

(a) In this clause the term "worker" does not include a male worker in receipt of a salary at the rate of £2 per week or more in excess of the rate herein prescribed for a senior clerk or a female worker in receipt of a salary at the rate of 30s. or more in excess of the maximum rate otherwise prescribed herein in subclause (c) of clause 9 for an adult female and this clause shall not apply to such male or female workers.

(b) In this clause the term "unionist" means a worker who is a financial member of the industrial union of workers party to this Award.

(c) Any worker whose application for membership of the Union has been refused shall have the right of appeal to the Industrial Registrar whose decision on such matter shall be final. Such worker who has exercised his right of appeal shall pending the decision of the Industrial Registrar have the same rights under this clause as a "Unionist".

(d) Subject to subclause (e) hereof workers who are not "unionists" shall within seven (7) days of being supplied with the necessary application form for membership and a copy of this clause by an accredited representative of the applicant union, apply in the prescribed manner for membership and if accepted as a member maintain financial membership whilst employed by a respondent to this Award.

Workers who are unfinancial members of the industrial union of workers party to this Award shall become and maintain financial membership whilst employed by a respondent to this Award.

(e) Exemptions:

(i) Any worker may apply in writing to the Industrial Registrar, Court of Arbitration, Perth, (whose decision shall be final) for exemption from this clause.

(ii) An applicant for exemption shall detail in the application to the Industrial Registrar his reasons for desiring exemption, and such application shall only be valid and considered by the Industrial Registrar if it is forwarded by registered post within seven (7) days of the applicant's receipt of the application for membership as prescribed in subclause (d).

(iii) The Industrial Registrar in the exercise of his discretion may grant exemption with such conditions as he deems desirable—

(a) if the applicant is a financial member of any other registered industrial union;

(b) if the worker objects on the grounds of conscientious religious belief to becoming a member of any industrial union; and

(c) for any other reason which the Industrial Registrar deems sufficient.

(iv) A worker refused exemption by the Industrial Registrar shall within seven (7) days of the decision make application for membership of the applicant union and if accepted as a member maintain financial membership whilst employed by a respondent to this Award.

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 769 of 1963.

Between West Australian Amalgamated Society of Railway Employees' Union of Workers; Coastal District Committee Amalgamated Engineering Union Association of Workers; State Executive, Australasian Society of Engineers' Industrial Association of Workers; the Boilermakers' Society of Australia, Union of Workers, Coastal Districts, W.A., Federated Moulders (Metals) Union of Workers, Perth, and Electrical Trades Union of Workers of Australia (West Australian Branch), Perth, Applicants, and The Western Australian Government Railways Commission, Respondent.

HAVING heard Mr. P. A. Wilson on behalf of the West Australian Amalgamated Society of Railway Employees' Union of Workers; Coastal District

Committee Amalgamated Engineering Union Association of Workers; State Executive, Australasian Society of Engineers' Industrial Association of Workers; The Boilermakers' Society of Australia, Union of Workers, Coastal Districts, W.A., and Federated Moulders (Metals) Union of Workers, Perth; Mr. R. W. Fletcher on behalf of the Electrical Trades Union of Workers of Australia (West Australian Branch, Perth, and Mr. J. McKerrow on behalf of The Western Australian Government Railways Commission, I, the undersigned, Conciliation Commissioner of the Court of Arbitration, in pursuance of a remission to me by the said Court and in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1961, do hereby order and declare—

That the Railway Employees' Award, No. 3 of 1961, as amended, be and the same is hereby further amended in accordance with the following schedule.

The amendments shall operate from and including Sunday, 29th December, 1963.

Dated at Perth this 23rd day of December, 1963.

(Sgd.) S. F. SCHNAARS,
Conciliation Commissioner.

Schedule.

Clause 22—Uniforms and Protective Equipment:—

(19) Hoarding Hands—

Delete and insert in lieu thereof:—

Two (2) pairs overalls per annum.

(25) Motor Bus Drivers and Motor Bus Conductors—

Delete two (2) dust coats per annum and insert in lieu thereof:—

Two (2) shirts and one (1) tie per annum.

Clause 23—Free Passes, Privilege Tickets and Season Tickets:—

(L) Privilege Tickets—

Delete and insert in lieu thereof:—

After six (6) months' continuous service, a worker shall be allowed privilege return tickets for himself, his wife and unmarried members of his family under eighteen (18) years of age, also unmarried daughters over eighteen (18) years of age, provided they are resident with and dependent on the worker's earnings; the charge for privilege tickets to be half the single fare for the return journey, subject to a minimum charge to be determined by agreement between the parties and failing agreement, by a Board of Reference.

Clause 25—Transfer Accommodation Allowance:—

(a) Delete and insert in lieu thereof:—

Where married men are transferred from one station to another to suit the convenience of the employer and at which no suitable accommodation is available, they shall be paid the sum of four pounds ten shillings (£4 10s.) per week until such time as suitable accommodation is available or for a period of six (6) months, whichever shall be the shorter.

The term "married men" shall for this purpose also include widowers with dependants and also others with dependants.

(b) Delete and insert in lieu thereof:—

Any unmarried worker transferred from one station to another to suit the convenience of the employer shall be paid actual reasonable out-of-pocket expenses, but in each case details of the expenses shall be submitted and all items in excess of five shillings (5s.) must be supported by receipted vouchers.

Provided, however that such payment shall be limited to a period of six (6) months and shall not exceed fifty-five shillings (55s.) per week.

Clause 26—Transfers and Transfer Allowances:—

Subclause (a) (iii): Delete and insert in lieu thereof:—

Be granted free passes for himself and family (including those dependants mentioned in the interpretation of "married man", and also the mother of a married man permanently residing with and wholly dependent upon him) and free railway transport of his furniture and effects, including, if requested, one motor car or motor cycle where the distance by road between the new and the old home station is more than two hundred (200) miles.

Where the train is provided with appropriate sleepers and the worker's journey extends through the night, he and his family shall be supplied with sleeping berths.

Subclause (a) (v): Delete and insert in lieu thereof:—

Married workers shall be allowed one (1) day for packing and one (1) day for unpacking (if necessary). A married man who does not transfer his family shall be treated as a single man, provided that, where no suitable accommodation is available for the worker's family at the time of transfer and as a consequence he has subsequently to return to pack and arrange the removal of his furniture, a married worker shall then be allowed an additional day for that purpose.

Clause 27—Payment for Travelling Time:—

Subclause (d): Delete and insert in lieu thereof:—

Saturday and Sunday travelling time shall be paid at the rate of time and a half on the same conditions as on week days.

Subclause (g): Delete and insert in lieu thereof:—

A worker, other than a traffic section worker, residing within the suburban area, who is required to start work at some place other than his home station within the suburban area, shall—

Clause 28—Away-from-Home and Meal Allowances:—

Subclause (1) (a): Delete and insert in lieu thereof:—

For the first thirty (30) hours or part thereof, the sum of fifteen shillings (15s.) where attended and sixteen shillings and sixpence (16s. 6d.) where unattended barracks are provided and eighteen shillings (18s.) where there are no barracks.

Subclause (1) (b): Delete and insert in lieu thereof:—

After the first thirty (30) hours and up to seven (7) days, the sum of elevenpence (11d.) per hour and thereafter ninepence halfpenny (9½d.) per hour; provided that the reduction from elevenpence (11d.) to ninepence halfpenny (9½d.) shall be made only in cases where the worker shall be stationed for over seven (7) days in one place.

Provided that a deduction of two shillings (2s.) per day or night with a maximum of ten shillings and threepence (10s. 3d.) per week, shall be made where attended barracks are provided and a deduction of one shilling (1s.) per day or night; with a maximum of five shillings and one penny (5s. 1d.) per week shall be made where unattended barracks are provided. No such deduction shall be made if the worker returns to his home station within forty-four (44) hours.

Subclause (2) (a): Delete and insert in lieu thereof:—

For the first twenty-four (24) hours or part thereof, the sum of fifteen shillings (15s.) where attended and sixteen shillings and sixpence (16s. 6d.) where unattended barracks are used and eighteen shillings (18s.) where barracks are not used.

Subclause (2) (b): Delete and insert in lieu thereof:—

After the first twenty-four (24) hours and up to seven (7) days, the sum of elevenpence (11d.) per hour and thereafter ninepence halfpenny (9½d.) per hour, provided that the reduction from elevenpence (11d.) to ninepence halfpenny (9½d.) shall be made only in cases where the worker shall be stationed for over seven (7) days in one place.

Provided that after the first twenty-four (24) hours a deduction of two shillings (2s.) per day or night with a maximum of ten shillings and threepence (10s. 3d.) per week shall be made where attended barracks are provided and a deduction of one shilling (1s.) per day or night, with a maximum of five shillings and one penny (5s. 1d.) per week, shall be made where unattended barracks are provided.

Subclause 3 (i): Delete and insert in lieu thereof:—

Any worker other than a worker covered by Clause 30 absent from his home station on duty (not being a worker temporarily lodging away from his home station) shall be paid six shillings (6s.) for his second and succeeding meal.

Subclause 3 (ii): Delete and insert in lieu thereof:—

If such worker in fact incurs expense additional to that which he would have incurred at his home station in procuring his first meal and submits proof satisfactory to the Commission of such additional expense, he shall be reimbursed the actual additional expense incurred up to a maximum of six shillings (6s.).

Subclause 5: Delete and insert in lieu thereof:—

In lieu of the foregoing allowances, any worker camped out for not less than three (3) days continuously, if supplied with tent or van and stretcher, rugs and cooking utensils, shall be granted a camping-out allowance of fourteen shillings (14s.) per night with a maximum of four pounds ten shillings (£4 10s.) per week. A separate van or tent shall, where possible, be provided for storage of departmental gear.

Subclause 6: Delete and insert in lieu thereof:—

When a worker, other than a worker covered by the foregoing provisions, without being notified on the previous day is required to continue working after knock-off time for more than one and three-quarters (1¾) hours or after 6 p.m. he shall be provided with any meal required or shall be paid six shillings (6s.) in lieu thereof, provided that this shall also apply to workers in the Traffic Section other than the Running Staff, whose hours of duty have been extended by more than one (1) hour beyond a recognised meal period.

Subclause 7 (c): Delete and insert in lieu thereof:—

Workers temporarily transferred for a period exceeding three (3) months, but which is not reasonably expected to exceed six (6) months (for the purpose of meeting seasonal, or exceptional or temporary traffic in the traffic section), and not moving their permanent homes, will be paid a weekly allowance (if married) of four pounds ten shillings (£4 10s.), (if single) two pounds five shillings (£2 5s.) in lieu of transfer or lodging allowance to cover the excess cost of living away from their homes.

Provided that should any other lodging allowance become due to a worker whilst transferred, such allowance, together with the allowance provided for in this subclause, shall in no case exceed the allowance payable under subclause (1) hereof.

Clause 30.—Allowances and Arrangements for Guards, Goods Porters on Trains, Motor Bus Drivers, Motor Bus Conductors, also Motor Truck Drivers and Motor Truck Drivers' Assistants (Country Runs Only):—

Subclause (c): Delete and insert in lieu thereof:—

Any worker under this clause attending at a depot with a hamper for a trip for which he is booked, and which is cancelled, or, who shall have received less than two (2) hours' notice of the cancellation of a trip requiring a hamper shall be allowed six shillings (6s.) in respect of such hamper.

Subclause (d): Delete and insert in lieu thereof:—

Any worker under this clause having to proceed on an "away-from-home" job with less than four (4) hours' notice shall be paid an amount of six shillings (6s.) in addition to ordinary expenses.

Subclause (e): Delete and insert in lieu thereof:—

Any worker under this clause notified between 5 p.m. and 10 a.m. of a "book-off" job requiring him to come on duty between those hours shall receive an allowance of six shillings (6s.) in addition to ordinary expenses. This provision shall also apply to any worker notified of a "book-off" job between 5 p.m. on the day preceding and 10 a.m. on the day following any public holiday on which grocery and butchers' shops are closed, if required to come on duty between those hours. The provision shall also apply to any worker required to come on duty on a "book-off" job between 12 noon Saturday and 10 a.m. Monday, unless the worker is notified or word left at his place of residence before 10.30 a.m. on the Saturday.

Add new subclause (u):—

Where practicable, local shifts shall be rostered showing the time the worker is to book on and off duty and if such shift is extended by not less than one (1) hour for any reason caused directly or indirectly by any authorised variation in working of either the train being worked by such worker, or any other train unless such working is varied because of some accident, act of God, or any circumstances for which neither the Commission or any of its servants is responsible, such workers shall be paid six shillings (6s.) meal allowance. For the purpose of this subclause a local shift which is rostered without showing the finishing time shall be deemed to be of a duration of eight (8) hours.

Clause 31.—Allowances, Special Provisions, etc.:—

Subclause 6: Tool Allowances:—

(a) Delete and insert in lieu thereof:—

A weekly tool allowance shall be paid to Tradesmen and Apprentices as follows:—

	Tradesmen.		Apprentices.	
	s.	d.	s.	d.
Carpenters	6	6	3	3*
Car and Wagon Builders	6	6	3	3*
Plumbers	5	6	2	9†
Watchmakers	3	0	1	6†
Trimmers	3	0	1	6†
Bricklayers	4	0	2	0†
Painters and Signwriters	1	9	1	0†
Patternmakers	1	6		9*

* In 3rd, 4th and 5th year.

† 1st to 5th year inclusive.

Clause 32.—District Allowance: Delete and insert in lieu thereof:—

(a) District Allowances, as specified below, shall be paid to workers stationed at:—

	Per Week.			
	Married.		Single.	
	s.	d.	s.	d.
(i) South of Coolgardie to Esperance	25	0	12	6
Except the following where the allowance shall be:—				
Norseman	11	6	5	9
Esperance	5	9	2	10
(ii) Carrabin to Boulder	15	5	7	8
Except the following where the allowance shall be:—				
Boulder	5	9	2	10
Southern Cross	11	6	5	9
Coolgardie	11	6	5	9
Kalgoorlie	5	9	2	10
(iii) Northwards of Kalgoorlie	25	0	12	6
(iv) Pindar to Meekatharra	25	0	12	6
(v) Buntine to Tardun	15	5	7	8
Except the following where the allowance shall be:—				
Perenjori	11	6	5	9
Morawa	Nil		Nil	
(vi) Amery to Bonnie Rock—				
Amery and Manning	15	5	7	8
Kulja and Beacon	25	0	12	6
(vii) Eastwards of Wyalkatchem to Mukinbudin	15	5	7	8
(viii) Eastwards of Wyalkatchem to but not including Merredin—Kunnunoppin and Trayning	11	6	5	9
Nukarni	15	5	7	8
(ix) North and East of Lake Grace	15	5	7	8
(x) Miling and Bindi Bindi	5	9	2	10
(xi) Mullewa	7	8	3	10

Clause 37.—Weeks' Work—Traffic Section (Other than Special Class Signalmen and Safe Working Porters): Delete number existing subclause (b) to (c) and insert new subclause (b).

Subclause (b):—

Workers adjusting day shall be shown on the weekly roster when first posted, and if called upon to work he shall be paid at the rate of time and a half for that day.

Workers shall not be rostered for duty within twenty-four (24) hours of booking off or before 6 a.m. the day following their rostered day off, whichever is the earlier, and if called upon to commence a shift before such time has elapsed that shift shall be deemed to have been worked on their rostered day off.

Provided that the foregoing shall apply only to Guards.

Clause 41.—Workers in Break-down Gangs and at Washaways: Delete and insert in lieu thereof:—

Workers in break-down gangs and at washaways, in lieu of conditions elsewhere prescribed in this Award, shall be provided with board and sleeping accommodation, be paid from the time they leave until they return to their home station, except during such period as they shall be booked off duty if such period

shall exceed ten (10) consecutive hours. Time occupied in travelling shall be at bare time rates. Actual working time shall be paid at overtime rates after eight (8) hours work per day.

Clause 44—Wages:—

Margin Over
Basic Wage.
£ s. d.

Delete and insert in lieu thereof:—

124. Office Cleaner (Female)—

Renumber (c) to (d).

Insert.

(c) Goldfields Area (8s. 9d.)
per hour.

Delete and insert in lieu thereof:—

128. Storeman—

(i) Storeman in Charge Class "A" 4 5 0
Stores: Per Way; Stationery;
Timber; Steel.

Storeman in Charge Class "B" 3 13 6

Stores: Bolts and Nuts; Car and
Wagon; Despatch; Diesel;
Electrical; Engine Material;
Hardware; Oil; Traffic.

District Stores: Bunbury General;
Bunbury Loco; Bunbury Road Services;
Collie; East Perth Diesel; East
Perth Loco; Fremantle General;
Geraldton General; Geraldton Loco;
Kalgoorlie General; Kalgoorlie Loco;
Merredin General; Narrogin General;
Narrogin Loco; Northam General;
Northam Loco; Perth Electrical;
Perth Garage; Perth General;
Perth Road Services.

Storeman in Charge Class "C" 3 3 6
Stores: East Perth Diesel
(Car); Salvage; Tubes and
Castings.

Traffic: Uniform Room.

Motive Power: East Perth;
Katanning; Midland; Perth
Car and Wagon Depot.

Civil Engineering: Plant Store.

(ii) Storeman:

Class "A" 2 13 6

Stores: Counter; Diesel; Re-
ceiving; Steel; Timber.

District Stores: Bunbury; Nor-
tham.

Mechanical: Carshop; Elec-
trical Shop (Materials);
Machine Shop; Machine
Shop (Plans); Main
Gate.

Signal and Telecommunica-
tions; Perth; East Perth
(Storage).

Class "B" 2 5 0

Stores: Oil Store; Per Way;
Packers (3); Stationery.

Mechanical: Blacksmith's Shop
(Template Store); Boiler
Shop; Electrical Shop
(General); Tool Room
(2); Track Equipment;
Wagon Shop.

Motive Power: East Perth (3);
Midland (2).

Class "C" 2 0 0

Mechanical: Diesel Shop; Fit-
ting Shop; Machine Shop
(Bond); Machine Shop
(Oiling); Oxy Compound;
Wood Mill.

Motive Power: East Perth
(Diesel Night Store).

Civil Engineering: Carpenters'
Shop; Garage.

(iii) Assistant Storeman 1 12 6

Stores: Bolts and Nuts and
Electrical; Car and Wagon;
Central Receiving; Depot;
Diesel (2); Engine Mater-
ial Store (3); Hardware;
Stationery; Steel; Timber;
Verifier (2).

District Stores: Bunbury; Northam; Kal-
goorlie; Perth (2).

Traffic: Uniform Room.

Mechanical: Car Shop; Fitting Shop (2);
Wagon Shop.

(iv) The above margins are based on the
conditions prior to any changes brought
about following the taking over of cer-
tain duties by Ledger Clerks.

(v) Where the Commission considers that
any change in duties justifies a re-
classification, then the Commission has
the right, following notification to the
Union, and subject to an appeal to a
Board of Reference, to reclassify such
position.

(vi) Either party has liberty at any time
during the currency of this Award to
apply to amend or delete the foregoing
subparagraph.

129—Junior Workers.

Liberty is reserved to any party of this
Award to apply to amend Item 129 at any
time during the currency of this Award.

130—Apprentices.

The rates for Apprentices shall be as
under:—

Percentage of
Male Basic Wage.

First year	....	35
Second Year	....	50
Third Year	....	68
Fourth Year	....	90
Fifth Year—Margin	....	£1 18s. 3d.

Add to clause 44—Wages the following item:—

131. Adult employees shall be paid the
following additional amounts which shall be
deemed to be part of the total wage for all
purposes:—

(i) Tradesmen—15s. per week.

(ii) Other employees in receipt of a
margin in excess of 63s.—7s. 6d.
per week.

(iii) Employees whose margin does not
exceed 63s.—5s. per week.

Clause 45—Apprenticeship Regulations:

11. Lost Time:

Delete and insert in lieu thereof—

(b) When work is closed down over
Christmas and New Year for the
purpose of annual holidays, appren-
tices in their first year, with less
than a full year's holiday due, will
only be entitled to payment during
such period of absence for the num-
ber of days holidays due to them,
calculated under the provisions of
this Award.

Form "C":—

PROGRESS CERTIFICATE.

This is to Certify that

in his year of apprenticeship to
the trade as an apprentice
of the WESTERN AUSTRALIAN GOVERNMENT
RAILWAYS COMMISSION, has attained the re-
quired standard of proficiency of an apprentice of
like experience.

Dated this day of 19.....

Examiners.

(Title of Head of Branch)

For and on behalf of the

RAILWAYS COMMISSION.

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 901 of 1963.

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

HAVING heard Mr. W. R. Sawyer on behalf of the applicant and Mr. G. J. Martin on behalf of the respondents, I, the undersigned, Conciliation Commissioner of the Court of Arbitration, in pursuance of a remission to me by the said Court and in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1961, do hereby order and declare—

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

Dated at Perth this 23rd day of December, 1963.

(Sgd.) S. F. SCHNAARS,
Conciliation Commissioner.

Schedule.

1.—Title.

This Award shall be known as the Clerks' (Customs and/or Shipping and/or Forwarding Agents) Award as amended and consolidated.

2.—Arrangement.

1. Title.
2. Arrangement.
3. Area.
4. Scope.
5. Definitions.
6. Hours of Duty.
7. Overtime.
8. Meal Allowance.
9. Holidays.
10. Rates of Pay.
11. Annual Leave.
12. Termination of Service.
13. Reference.
14. Record.
15. Board of Reference.
16. Travelling Time.
17. Mixed Functions.
18. Aged and Infirm Workers.
19. Proportion of Juniors.
20. Certificate of Age, etc.
21. General.
22. Term.
23. Saturday Work.
24. Liberty to Apply.
25. Long Service Leave.
26. Preference to Unionists.

3.—Area.

This Award shall be limited in its effect to an area comprised within a radius of twenty-five (25) miles from the General Post Office, Perth.

4.—Scope.

This Award shall apply to all workers employed as clerks (including telephone attendants and messengers where such workers do clerical work) in Customs and/or shipping and/or forwarding agents' establishments, as carried on by the respondents in the schedule annexed hereto.

5.—Definitions.

For the purpose of this Award—

- (a) "adult" shall mean a worker twenty-one (21) years of age and over, or a worker who is in receipt of the prescribed adult rate of pay;
- (b) "double time" for the purpose of this Award means twice the prescribed rate of wage;
- (c) "Customs and/or shipping and/or forwarding agents" shall mean any establishment where clearing receiving, delivering inward and outward shipping of both intrastate, interstate and overseas cargoes is carried out as the principal or exclusive portion of the business of the establishment.

6.—Hours of Duty.

(a) The hours usually worked in each establishment immediately prior to the first day of June, 1948, shall continue to be observed during the currency of this Award, and shall be worked in a five or five and a half day week at the option of the employer; provided that the hours to constitute a week's work shall not exceed forty (40) hours in any one week.

(b) One hour for lunch shall be taken at a time mutually arranged between the employer and the worker between the hours of 12 noon and 2 p.m.

(c) When a midnight shift is worked, one hour for breakfast shall be taken at a time mutually arranged between the employer and the worker between the hours of 7 a.m. and 9 a.m.

7.—Overtime.

(a) All time worked on any one day outside the ordinary hours of duty shall be paid for at the rate of time and a half for the first three (3) hours; and all time worked after the first three (3) hours, and all time worked after 12 noon on Saturday, shall be paid for at the rate of double time.

(b) Where the weekly hours of duty are worked in five (5) days from Mondays to Fridays inclusive, all time worked on Saturdays between the ordinary starting time and noon shall be paid for at the rate of time and a half.

(c) All time worked on Sundays and on any of the holidays prescribed by this Award shall be paid for at the rate of double time.

(d) In the computation of overtime, each day shall stand by itself.

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

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

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

(f) Any clerk in receipt of a salary at the rate of £52 per annum or more in excess of the rate herein prescribed for a senior clerk shall not be entitled to payment of overtime rates for any overtime worked.

8.—Meal Allowance.

In addition to the overtime prescribed in Clause 7, a meal allowance of five shillings (5s.) shall be paid to each worker in the following circumstances:—

- (a) If the worker is required to continue working after 6 p.m. on any day of the week from Monday to Friday inclusive or after 1 p.m. on Saturday.
- (b) If the worker is required to work until after 1 p.m. on a Sunday or any holiday prescribed under this Award.

9.—Holidays.

(a) (i) The following days, or the days observed in lieu shall subject to clause 7 be allowed as holidays without deduction of pay, namely: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties, in lieu of any of the days named in the subclause.

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

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

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

(d) Liberty is reserved to the applicant to apply to the Court for the inclusion of "Show Day (from 12 noon)" as a holiday under subclause (a) hereof.

10.—Rates of Pay.

(a) Basic Wage:

Males—

	Per Week.	£	s.	d.
Within a 15-mile radius from the G.P.O., Perth	15	1	6	
Outside a 15-mile radius but within a 25-mile radius from the G.P.O., Perth	14	19	11	

Females—

	Per Week.	£	s.	d.
Within a 15-mile radius from the G.P.O., Perth	11	6	1	
Outside a 15-mile radius but within a 25-mile radius from the G.P.O., Perth	11	4	11	

(b) (i) Junior Workers (Male)—

	Percentage of Male Basic Wage Per Week.
Under 16 years of age	42.5
Between 16 and 17 years of age	50
Between 17 and 18 years of age	60
Between 18 and 19 years of age	72.5
Between 19 and 20 years of age	85
Between 20 and 21 years of age	97.5

(ii) Junior Workers (Female)—

	Percentage of Female Basic Wage Per Week.
Between 15 and 16 years of age	45
Between 16 and 17 years of age	55
Between 17 and 18 years of age	65
Between 18 and 19 years of age	77.5
Between 19 and 20 years of age	90
Between 20 and 21 years of age	97.5

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

At 18 years of age—3s. per week.
At 19 years of age—4s. per week.
At 20 years of age—5s. per week.

(c) (i) Adults (Male):

	Margin Over Male Basic Wage Per Week.	£	s.	d.
At 21 years of age	1	12	6	
At 22 years of age	2	12	6	
At 23 years of age	3	6	0	
At 24 years of age	3	15	0	
At 25 years of age and over	4	5	0	

Margin Over Female Basic Wage Per Week.

(ii) Adults (Female):

	£	s.	d.
At 21 years of age	2	0	0
At 22 years of age	2	5	0
At 23 years of age	2	10	0

Adult Stenographers, Comptometer or Calculating or Ledger Machine Operators shall receive seven shillings and sixpence (7s. 6d.) per week in addition to the above rates.

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

(e) Senior Clerks (classified as such by agreement or in default of agreement by the Board of Reference), £5 6s. margin per week.

(f) Casual clerks may be employed at an hourly rate for a lesser period than two weeks, and shall be paid whilst so employed twenty-five (25) per cent. in addition to the rate prescribed above, with a minimum engagement of four hours: Provided that, notwithstanding anything contained in this subclause, the basis and terms of employment of casual clerks may be varied in any particular case by agreement in writing between the employer and the Union.

(g) (i) Part-time workers may be employed following notification by the employer to the Union, at an hourly rate for a lesser period per week than the hours usually worked in each establishment, provided that the Union is unable to provide suitable full-time workers.

(ii) Provided, however, that if the Union should object to the employment by any employer of a part-time worker, such objection must be made within 48 hours from the time of the Union receiving such application from the employer.

(iii) Any objection lodged within the aforesaid 48 hours may be referred to a Board of Reference.

(iv) Payment of annual leave and sick pay for part-time workers shall be strictly related proportionately in accordance with the number of hours worked to the conditions prescribed in each establishment for full-time workers.

(v) Should the present need for part-time workers be eliminated by a surplus of suitable workers offering for full-time employment, the Union shall be at liberty to apply to the Court for the deletion of this subclause (g) from the Award.

(h) It is hereby expressly agreed and declared that the rates prescribed herein by this amendment for junior and adult females have been arrived at without regard for the skill involved or the nature of work performed, and cannot be compared as between themselves or with the rates of pay prescribed in this Award for males or with the rates of pay prescribed in any other Award.

11.—Annual Leave.

(a) Except as hereinafter provided, a period of two (2) consecutive weeks' leave with payment of ordinary wages as prescribed shall be allowed annually to a worker by his employer after a period of twelve (12) months' continuous service with that employer, but where a worker completes that twelve (12) months' continuous service on or after the 30th November, 1963, he shall be allowed three (3) consecutive weeks' leave instead of the two (2) consecutive weeks' leave prescribed herein.

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

(c) After one (1) month's continuous service in any qualifying twelve monthly period a worker whose employment terminates shall be paid, in respect of each completed month of continuous service in that qualifying period—

(i) one-sixth ($\frac{1}{6}$) of a week's pay at his ordinary rate of wage if he leaves his employment before the 30th November, 1963, and one-quarter ($\frac{1}{4}$) of a week's pay at his ordinary rate of wage if he leaves his employment on or after that date;

(ii) one-quarter ($\frac{1}{4}$) of a week's pay at his ordinary rate of wage if his employment is terminated by the employer through no fault of the worker after 29th August, 1963, and one-sixth ($\frac{1}{6}$) of a week's pay at his ordinary rate of wage if his employment is so terminated on or before that date.

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

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

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

(f) Every worker shall be given and shall take annual leave within nine (9) months after the date it falls due.

(g) No worker shall be required to go on holidays unless at least two (2) weeks' prior notice is given. The employer shall, as far as practicable, arrange to grant annual leave to suit the convenience of the worker.

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

(i) Notwithstanding anything else herein contained an employer who observes a Christmas close-down for the purpose of granting annual leave may require a worker to take his annual leave in not more than two (2) periods but neither of such periods shall be less than one (1) week.

12.—Termination of Service.

The employment of any worker shall be terminable by one (1) week's notice on either side.

13.—Reference.

On leaving the employ of an employer, the worker shall be given a reference setting out length of service and duties performed.

14.—Record.

A record shall be kept in each establishment by the employer, wherein shall be entered—

- (a) the name of each worker;
- (b) the age of each worker if under twenty-five (25) years of age in the case of a male worker, and twenty-three (23) years of age in the case of a female worker;
- (c) the nature of the work performed by the worker;
- (d) the wages, and the overtime (if any) paid each week,

and such record shall, if correct, be signed at least once weekly by the worker.

Such record shall be open to the inspection of a duly accredited representative of the Union during usual business hours.

15.—Board of Reference.

(a) The Court may appoint, for the purpose of the Award, a Board of Reference. The Board shall consist of a chairman and two other representatives, one to be nominated by each of the parties as prescribed by the regulations. There are assigned to the Board in the event of agreement not being arrived at between the said parties the functions of—

- (i) adjusting any matters of difference which may arise between the parties from time to time, except such as involve interpretations of the provisions of the award or any of them;
- (ii) classifying and fixing of salaries, rates and conditions for any position, occupation or calling not specifically mentioned in the Award;
- (iii) deciding any other matter that the Court may refer to such Board from time to time.

(b) An appeal shall lie from any decision of such Board in the manner and subject to the conditions prescribed in the Regulations to the Industrial Arbitration Act, 1912-1961, which, for this purpose, are embodied in this Award.

16.—Travelling Time.

(a) When a worker is required to work temporarily at a location other than his usual place of duty, any excess fare over that which he normally incurs shall be paid by the employer.

(b) When a worker is engaged at such a distance that he cannot return at night, suitable board and lodging shall be found at the employer's expense.

(c) All travelling time outside ordinary working hours shall be paid for at ordinary rates up to a maximum of twelve (12) hours in any twenty-four (24) hours period from the time of starting on the journey: Provided that when the travelling is by coastal boat not more than eight (8) hours shall be paid for in any such period.

17.—Mixed Functions.

A worker relieving another worker who is engaged on a higher class of work carrying a higher minimum rate of pay for a period of not less than one (1) week continuously shall be paid the higher minimum rate appropriate to the position whilst so employed.

18.—Aged and Infirm Workers.

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

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

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

19.—Proportion of Juniors.

(i) The proportion of juniors that may be employed shall be—

- (a) where no adult worker in receipt of the basic wage is employed, one (1) junior male and/or one (1) junior female may be employed;
- (b) where the number of adult male workers does not exceed five (5) an equal number of junior male workers may be employed;
- (c) where the number of adult male workers exceeds five (5) an increased number of junior male workers may be employed in the proportion of one (1) to two (2) in respect of the number over five (5);
- (d) where no adult female in receipt of the minimum wage is employed, junior female workers in the proportion of one (1) to each male worker in receipt of the minimum adult wage may be employed;
- (e) where the number of adult female workers employed does not exceed twelve (12) the proportion of junior female workers that may be employed shall not exceed two (2) to one (1);
- (f) where the number of adult female workers employed exceeds twelve (12) the proportion of junior female workers that may be employed in respect of the excess shall not exceed three (3) to each two (2) adult female workers.

(ii) In computing the number of junior workers to be allowed under this clause all clerical workers in the establishment shall be taken into consideration.

20.—Certificate of Age, etc.

Male workers twenty-five (25) years of age and under, and female workers twenty-three (23) years of age and under, upon being engaged shall furnish the employer with a certificate showing the following particulars:—

- (a) Name in full,
- (b) Date of birth,
- (c) Name of each previous employer,
- (d) Class of work performed for each previous employer.

No worker shall have any claim upon an employer for additional wages in the event of any of the above particulars being wrongly stated on the certificate. If any worker shall wilfully misstate his age in the certificate, then he alone shall be guilty of a breach of this Award.

21.—General.

(a) In the event of the death of a worker, the cash equivalent of all annual leave due at the time of death shall be paid to the worker's dependants or personal representative.

(b) No worker shall, as a result of the operation of this Award, suffer any loss of salary which he or she may have enjoyed to the date of this Award.

(c) On the pay day each worker shall have endorsed on the pay envelope the amount of ordinary salary or wages due, details of the overtime due for that pay period, details of all deductions made from the gross earnings, and the net amount payable shall be shown.

22.—Term.

Subject to the provisions of the Industrial Arbitration Act, 1912-1961, this Award shall operate for a period of three (3) years from the beginning of the first pay period commencing after the date hereof. (This Award was issued on the 23rd day of December, 1948.)

23.—Saturday Work.

Any work performed as part of the ordinary weekly hours of duty on a Saturday before 12 noon shall be paid for at the rate of time and a quarter.

24.—Liberty to Apply.

Liberty is reserved to any party to apply to correct any errors or to overcome any anomalies created by any hours amendments to the Shop Assistants' Awards or Agreements.

25.—Long Service Leave.

(a) Right to Leave.

A worker shall as herein provided be entitled to leave with pay in respect of long service.

(b) Long Service.

(1) The long service which shall entitle a worker to such leave shall, subject as herein provided, be continuous service with one and the same employer.

(2) Such service shall include service prior to the 1st April, 1958, if it continued until such time but only to the extent of the last twenty (20) completed years of continuous service.

(3) (i) Where a business has, whether before or after the coming into operation hereof, been transmitted from an employer (herein called "the transmitter") to another employer (herein called "the transmittee") and a worker who at the time of such transmission was an employee of the transmitter in that business becomes an employee of the transmittee—the period of the continuous service which the worker has had with the transmitter (including any such service with any prior transmitter) shall be deemed to be service of the worker with the transmittee.

(ii) In this subclause "transmission" includes transfer, conveyance, assignment or succession whether voluntary or by agreement or by operation of law and "transmitted" had a corresponding meaning.

(4) Such service shall include—

- (a) any period of absence from duty on any annual leave or long service leave;
- (b) any period of absence from duty necessitated by sickness of or injury to the worker but only to the extent of fifteen (15) working days in any year of his employment;
- (c) any period following any termination of the employment by the employer if such termination has been made merely with the intention of avoiding obligations hereunder in respect of long service leave or obligations under any award in respect of annual leave;
- (d) any period during which the service of the worker was or is interrupted by service—

- (i) as a member of the Naval, Military or Air Forces of the Commonwealth of Australia other than as a member

of the British Commonwealth Occupation 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, 1903-1956, and except in Korea or Malaya after 26th June, 1950;

- (ii) as a member of the Civil Construction Corps establishment under the National Security Act, 1939-1946;
- (iii) in any of the Armed Forces under the National Service Act, 1951 (as amended).

Provided that the worker as soon as reasonably practicable on the completion of any such service resumed or resumes employment with the employer by whom he was employed immediately before the commencement of such service.

(5) Service shall be deemed to be continuous notwithstanding—

- (a) the transmission of a business as referred to in paragraph (3) hereof;
- (b) any interruption of a class referred to in paragraph (4) hereof irrespective of the duration thereof;
- (c) any absence from duty authorised by the employer;
- (d) any standing-down of a worker in accordance with the provisions of an Award, Industrial Agreement, Order or Determination under either Commonwealth or State law;
- (e) any absence from duty arising directly or indirectly from an industrial dispute if the worker returns to work in accordance with the terms of settlement of the dispute;
- (f) any termination of the employment by the employer on any ground other than slackness of trade if the worker be re-employed by the same employer within a period not exceeding two (2) months from the date of such termination;
- (g) any termination of the employment by the employer on the ground of slackness of trade if the worker is re-employed by the same employer within a period not exceeding six (6) months from the date of such termination;
- (h) any reasonable absence of the worker on legitimate union business in respect of which he has requested and been refused leave;
- (i) any absence from duty after the coming into operation of this clause by reason of any cause not specified in this clause unless the employer, during the absence or within fourteen (14) days of the termination of the absence notified the worker in writing that such absence will be regarded as having broken the continuity of service, which notice may be given by delivery to the worker personally or by posting it by registered mail to his last recorded address, in which case it shall be deemed to have reached him in due course of post. Provided that the period of any absence from duty or the period of any interruption referred to in placita (c) to (i) inclusive of this paragraph shall not (except as set out in paragraph (4) hereof) count as service.

(c) Period of Leave.

(1) The leave to which a worker shall be entitled or deemed to be entitled shall be as provided in this subclause.

(2) Where a worker has completed at least 20 years' service the amount of leave shall be—

- (a) in respect of twenty (20) years' service so completed—thirteen (13) weeks' leave;
- (b) in respect of each ten (10) years' service completed after such twenty (20) years—six and a half (6½) weeks' leave.

(3) Where a worker has completed at least fifteen (15) years' service since its commencement and his employment is terminated—

- (a) by his death;
- (b) in any circumstances otherwise than by the employer for serious misconduct;

the amount of leave shall be—

- (i) if such termination takes place before the worker has become entitled to leave under placitum (a) of paragraph (2) hereof such proportion of thirteen (13) weeks' leave as the number of completed years of such service bears to twenty (20) years;
- (ii) if such termination takes place after the worker has become entitled to leave under placitum (a) of paragraph (2) hereof the leave due under such placitum and in addition such proportion of thirteen (13) weeks' leave as the number of completed years of such service after the accrual of such entitlement bears to twenty (20) years.

(4) Where a worker has completed at least ten (10) years' service but less than fifteen (15) years' service since its commencement and his employment is terminated—

- (i) by his death; or
- (ii) by the employer for any reason other than serious misconduct; or
- (iii) by the worker on account of sickness or injury to the worker or domestic or other pressing necessity where such sickness or injury or necessity is of such a nature as to justify or in the event of a dispute is in the opinion of the Special Board of Reference, of such a nature as to justify such termination;

the amount of leave shall be such proportion of thirteen (13) week's leave as the number of completed years of such service bears to twenty (20) years.

(5) In the cases to which paragraphs (3) and (4) hereof apply the worker shall be deemed to have been entitled to and to have commenced leave immediately prior to such termination.

(d) Payment for Period of Leave.

(1) A worker shall subject to paragraph (3) hereof, be entitled to be paid for each week of leave to which he has become entitled or is deemed to have become entitled the ordinary time rate of pay applicable to him at the date he commences such leave.

(2) Such ordinary time rate of pay shall be the rate applicable to him for the standard weekly hours which are prescribed by this Award (or Agreement), but in the case of casuals and part-time workers shall be the ordinary time rate for the number of hours usually worked up to but not exceeding the prescribed standard.

(3) Where by agreement between the employer and the worker the commencement of the leave to which the worker is entitled or any portion thereof is postponed to meet the convenience of the worker, the rate of payment for such leave shall be at the ordinary time rate of pay applicable to him at the date of accrual, or, if so agreed, at the ordinary time rate of pay applicable at the date he commences such leave.

(4) The ordinary time rate of pay—

- (a) shall include any deductions from wages for board and/or lodging or the like which is not provided and taken during the period of leave;
- (b) shall not include shift premiums, overtime, penalty rates, commissions, bonuses, allowances or the like.

(5) In the case of workers employed on piece or bonus work or any other system of payment by results payment shall be at ordinary time rates.

(e) Taking Leave.

(1) In a case to which paragraph (2) of subclause (c) applies—

- (a) Leave shall be granted and taken as soon as reasonably practicable after the right thereto accrues due or at such time or

times as may be agreed between the employer and the worker or in the absence of such agreement at such time or times as may be determined by the Special Board of Reference, having regard to the needs of the employer's establishment and the worker's circumstances.

- (b) Except where the time for taking leave is agreed to by the employer and the worker or determined by the Special Board of Reference the employer shall give to a worker at least one (1) month's notice of the date from which his leave is to be taken.

- (c) Leave may be granted and taken in one continuous period or if the employer and the worker so agree in not more than three (3) separate periods in respect of the first thirteen (13) weeks' entitlement and in not more than two (2) separate periods in respect of any subsequent period of entitlement.

- (d) Any leave shall be inclusive of any public holidays specified in this award (or agreement) occurring during the period when the leave is taken but shall not be inclusive of any annual leave.

- (e) Payment shall be made in one of the following ways:—

- (i) In full before the worker goes on leave;

- (ii) at the same time as his wages would have been paid to him if the worker had remained at work, in which case payment shall, if the worker in writing so requires, be made by cheque posted to an address specified by the worker; or

- (iii) in any other way agreed between the employer and the worker.

(f) No worker shall, during any period when he is on leave, engage in any employment for hire or reward in substitution for the employment from which he is on leave, and if a worker 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 the employer shall be entitled to withhold any further payment in respect of the period and to reclaim any payments already made on account of such period of leave.

(2) In a case to which paragraph (3) or paragraph (4) of subclause (c) applies in any case in which the employment of the worker who has become entitled to leave hereunder is terminated before such leave is taken or fully taken the employer shall, upon termination of his employment otherwise than by death pay to the worker, and upon termination of employment by death pay to the personal representative of the worker upon request by the personal representative, a sum equivalent to the amount which would have been payable in respect of the period of leave to which he is entitled or deemed to have been entitled and which would have been taken but for such termination. Such payment shall be deemed to have satisfied the obligation of the employer in respect of leave hereunder.

(f) Granting Leave in Advance and Benefits to be Brought into Account.

(1) Any employer may by agreement with a worker allow leave to such a worker before the right thereto has accrued due, but where leave is taken in such case the worker shall not become entitled to any further leave hereunder in respect of any period until after the expiration of the period in respect of which such leave has been taken before it accrued due.

(2) Where leave has been granted to a worker pursuant to the preceding paragraph before the right thereto has accrued due, and the employment subsequently is terminated, the employer may deduct from whatever remuneration is payable upon the termination of the employment a proportionate amount on the basis of thirteen (13) weeks' for twenty (20) years' service in respect of any period for which the worker has been granted

long service leave to which he was not at the date of termination of the employment or prior thereto entitled.

(3) Any leave in the nature of long service leave or payment in lieu thereof under a State law or a long service leave scheme not under the provisions hereof granted to a worker by his employer in respect of any period of service with the employer shall be taken into account whether the same is granted before or after the coming into operation hereof and shall be deemed to have been leave taken and granted hereunder in the case of leave with pay to the extent of the period of such leave and in the case of payment in lieu thereof to the extent of a period of leave with pay equivalent to the amount of the payment and to be satisfaction to the extent thereof of the entitlement of a worker hereunder.

(g) Records to be kept.

(1) Each employer shall during the employment and for a period of twelve (12) months thereafter, or in the case of termination by death of the worker a period of three (3) years thereafter, keep a record from which can be readily ascertained the name of each worker, and his occupation, the date of commencement of his employment and his entitlement to long service leave and any leave which may have been granted to him or in respect of which payment may have been made hereunder.

(2) Such record shall be open for inspection in the manner and circumstances prescribed by this Award (or Agreement) with respect to the time and wages record.

(h) Special Board of Reference.

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

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

- (a) the settlement of disputes on any matters arising hereunder;
- (b) the determination of such matters as are specifically assigned to it hereunder.

(3) The Board of Reference shall consist of one representative or substitute therefor nominated from time to time by the Western Australian Employers' Federation (Incorporated) and one representative or substitute nominated from time to time by the West Australian Trade Unions Industrial Council (A.L.P.) together with a chairman to be mutually agreed upon by the organisations named in this paragraph.

(i) State Law.

(1) The provisions of any State law to the extent to which they have before the coming into operation hereof conferred an accrued right on a worker to be granted a period of long service leave in respect of a completed period of twenty (20) or more years' service or employment or an accrued right on a worker or his personal representative to payment in respect of long service leave shall not be affected hereby and shall not be deemed to be inconsistent with the provisions hereof.

(2) The entitlement of any such worker to leave in respect of a period of service with the employer completed after the period in respect of which the long service leave referred to in paragraph (1) hereof accrued due shall be in accordance herewith.

(3) Subject to paragraphs (1) and (2) hereof, the entitlement to leave hereunder shall be in substitution for any satisfaction of any long service leave to which the worker may be entitled in respect of employment of the worker by the employer.

(4) An employer who under any State law with regard to long service leave is exempted from the provisions of that law as at the first day of April, 1958, shall in respect of the workers covered by such exemption be exempt from the provisions hereof.

(j) Exemptions.

The Special Board of Reference may subject to such conditions as it thinks fit exempt any employer from the provisions hereof in respect of its employees where there is an existing or prospective long service scheme which, in its opinion is, viewed as a whole, more favourable for the whole of the employees of that employer than the provisions hereof.

(k) Liberty to Apply.

Liberty is granted to any party to this Award to apply to the Court at any time for an appropriate variation of this clause if any of the terms and conditions operating under the code of Long Service Leave being negotiated between the Australian Council of Trade Unions and Federal Employers' Organisations is varied in any way.

26.—Preference to Unionists.

(a) In this clause the term "worker" does not include a male worker in receipt of a salary at the rate of £2 per week or more in excess of the rate herein prescribed for a senior clerk or a female worker (except a female ledgerkeeper covered by subclause (d) of clause 10) in receipt of a salary at the rate of 30s. per week or more in excess of the maximum rate otherwise prescribed herein in subclause (c) of clause 10 for an adult female and this clause shall not apply to such male or female workers.

(b) In this clause the term "unionist" means a worker who is a financial member of the industrial union of workers party to this Award.

(c) Any worker whose application for membership of the Union has been refused shall have the right of appeal to the Industrial Registrar whose decision on such matter shall be final. Such worker who has exercised his right of appeal shall pending the decision of the Industrial Registrar have the same rights under this clause as a "unionist".

(d) Subject to subclause (e) hereof workers who are not "unionists" shall within seven (7) days of being supplied with the necessary application form for membership, and a copy of this clause by an accredited representative of the applicant Union, apply in the prescribed manner for membership and if accepted as a member maintain financial membership whilst employed by a respondent to this Award.

Workers who are unfinancial members of the industrial union of workers party to this Award shall become and maintain financial membership whilst employed by a respondent to this Award.

(e) Exemptions:—

(i) Any worker may apply in writing to the Industrial Registrar, Court of Arbitration, Perth, (whose decision shall be final) for exemption from this clause.

(ii) An applicant for exemption shall detail in the application to the Industrial Registrar his reasons for desiring exemption, and such application shall only be valid and considered by the Industrial Registrar if it is forwarded by registered post within seven (7) days of the applicant's receipt of the application for membership as prescribed in subclause (d).

(iii) The Industrial Registrar in the exercise of his discretion may grant exemption with such conditions as he deems desirable—

(a) if the applicant is a financial member of any other registered industrial union;

(b) if the worker objects on the grounds of conscientious religious belief to becoming a member of any industrial union; and

(c) for any other reason which the Industrial Registrar deems sufficient.

(iv) A worker refused exemption by the Industrial Registrar shall within seven (7) days of the decision make application for membership of the applicant Union and if accepted as a member maintain financial membership whilst employed by a respondent to this Award.

Schedule of Respondents.

- James Kiernan Ltd., 69 Milligan Street, Perth.
R. C. Sadlier Ltd., 15 Howard Street, Perth.
Frank Cadd & Co. Ltd., 213 Murray Street, Perth.
Sumpton & Son, Phillimore Street, Fremantle.
Frank Manford Ltd., Pakenham Street, Fremantle.
Eric Barnard Ltd., 22 Mill Street, Perth.
Bays Transport Service, 215-237 Hay Street, Subiaco.
Blackburn & Sons Ltd., 18 William Street, Perth.
A. G. Brice, 48 Mouatt Street, Fremantle.
R. K. Bulloch, 305 Wellington Street, Perth.
T. Clarke & Co., 581 Wellington Street, Perth.
Cornelius Nayler & Co., 517 Murray Street, Perth.
F. W. Churcher & Co., 26-36 Henry Street, Fremantle.
Daly Bros., 41 Phillimore Street, Fremantle.
J. H. Dickenson, 37 Phillimore Street, Fremantle.
C. J. Ellershaw & Co. Ltd., 23 Cliff Street, Fremantle.
George Evans & Co., 30 Mouatt Street, Fremantle.
Fletcher's Transport Service, 363 Murray Street, Perth.
Gills' Transport Service, 17 Cantonment Street, Fremantle.
Grieve & Piper, 28 Mouatt Street, Fremantle.
Johnson & Collins, 34 High Street, Fremantle.
Kelly & Harman, 609 Wellington Street, Perth.
G. S. Murray & Co. Ltd., cnr. High and Pakenham Streets, Fremantle.
Moullin & Co. Ltd., 105 St. George's Terrace, Perth.
R. P. North & Co. Ltd., 749 Wellington Street, Perth.
Russell's Delivery Service, 702 Wellington Street, Perth.
F. J. Sherborne, 28 High Street, Fremantle.
Stevenson & Holland, 15 Pakenham Street, Fremantle.
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