

470-11

IN THE COURT OF ARBITRATION
OF WESTERN AUSTRALIA.

No.12 of 1949.

B e t w e e n

COASTAL DISTRICT COMMITTEE
AMALGAMATED ENGINEERING UNION
ASSOCIATION OF WORKERS

Applicant

a n d

AUSTRALIAN BLUE ASBESTOS LIMITED

Respondent.

WHEREAS an Industrial Dispute existed between the abovenamed parties AND WHEREAS the said Dispute was referred into Court for the purpose of hearing and determination AND WHEREAS the parties subsequently met and conferred and have arrived at agreement on all matters in difference AND WHEREAS the parties have this day appeared before the Court by their respective representatives and requested the Court to make the said agreement an Award of the Court NOW THEREFORE the Court pursuant to Section 65 of the "Industrial Arbitration Act, 1912-1949" and all other powers therein enabling it HEREBY DECLARES the memorandum hereunder written to have the same effect as and be deemed an Award of the Court :-

MEMORANDUM OF AGREEMENT.

(NOTE - wherever the word "Award" occurs herein it shall be taken to mean and include "Agreement".)

1. SCOPE:

This Award shall apply to the workers classified in Clause 4 hereof, who are employed by the employer in connection with the production of blue asbestos.

1.

1A.

2. TERM:

The term of this Award shall be for a period of one (1) year and shall take effect from the commencement of the first pay period next following the date hereof.

3. AREA:

This Award shall have effect over the area covered by Mineral Claim No.10(h) and the locality within a radius of fifty (50) miles thereof.

4. WAGES:

(a) Basic wage at the rate of £6.15.1d per week.

(b) Occupation -

		<u>Margin.</u>
		£. s. d.
Toolmaker	.....	2.15. 0
Pattermaker	.....	3. 0. 0
Coppersmith	.....	2. 7. 0
Blacksmith	.....	2. 7. 6
Electrical Fitter	.....	2. 6. 0
Fitter	.....	2. 6. 0
Motor Mechanic	.....	2. 6. 0
Turner	.....	2. 6. 0
Universal Miller	.....	2. 6. 0
Miller	.....	2. 6. 0
Borer	.....	2. 6. 0
Planer	.....	2. 6. 0
Shaper	.....	2. 6. 0
Slotter	.....	2. 6. 0

(6. Transport continued)

- (b) In the case of a worker suffering from a serious illness, should the normal Flying Doctor Service or other air service be unavailable, the employer shall provide transport to the nearest doctor and back. Provided that such illness is confirmed as being serious by the doctor's medical certificate. If such illness is not confirmed as being serious by the doctor's certificate, the employee shall pay the cost of such transportation.

7. SLEEPING QUARTERS:

Suitable sleeping quarters consisting of a cooled building, protected from flies, shall be supplied by the employer, for the use of men employed on night shift.

8. DUST ALLOWANCE:

A dust allowance, in addition to the margins provided by this Award shall be paid to workers employed in the mill, if and when so decided by a Board of Reference, of which the chairman shall be a qualified medical practitioner agreed upon by the parties.

9. DRINKING WATER:

- (a) In all districts where free water is supplied by the employer, single men shall get three (3) gallons and married men six (6) gallons per day.
- (b) Good drinking water shall be supplied on all levels where men are working and ~~also~~ ^{keep} cool and free from dust. Where practicable, and, if required, hot points shall be provided on all levels for the purpose of heating water or, alternatively, if required the employer shall supply hot water to workers at all levels.

10. ACCIDENT PAY:

In the event of a worker meeting with an accident during the shift, or being required to attend to one who has met with an accident, he shall be deemed to have rendered duty during the whole of the shift, and be paid accordingly.

11. HOURS (OTHER THAN CONTINUOUS PROCESS WORKERS):

- (a) The ordinary working hours shall not exceed forty (40) in any one week, and shall not exceed eight (8) hours daily to be worked between the hours of 7 a.m. and 5 p.m. from Monday to Friday inclusive: Provided that for workers employed on maintenance work and other necessary work a week's work may, at the option of the employer, consist of five and a half (5½) days Monday to Saturday inclusive.
- (b) Lunch interval shall not exceed forty-five (45) minutes.
- (c) Workers working underground shall work the hours provided in the award governing members of the Australian Workers' Union.

Should the worker's service underground occupy less than the full underground shift of seven (7) hours thirty (30) minutes, he shall, on the completion of two (2) hours of such service, be credited at ordinary time rate with having

(11. Hours (other than continuous process workers cont'd.)

(c) (cont.)

performed for (4) minutes' additional service in respect of each hour's absence from the surface on duty; and at the employer's option this may be adjusted by allowing time off duty corresponding to such credited additional service.

12. OVERTIME (OTHER THAN CONTINUOUS PROCESS WORKERS):

- (a) For all work done beyond the hours of duty on any ordinary day, payment shall be at the rate of time and a half for the first two (2) hours and double time thereafter.
- (b) Except as provided in subclause (a) of Clause 11, work done on Saturdays shall be paid for at the rate of time and a half for the first four (4) hours and double time thereafter.
- (c) Repairs to the machinery of the employer which is broken down and has caused a stoppage of operations shall be paid for at the rate of time and a half on Saturdays, Sundays and holidays.
- (d) Work done on Sundays and holidays shall be paid for at the rate of double time.
- (e) When a worker is recalled to work after leaving the premises he shall be paid for at least two (2) hours at overtime rates.
- (f) When a worker is required to continue working after the usual knock-off time for more than one hour without having been notified on the previous day, he shall be provided with any meal required, or shall be paid two shillings and sixpence (2s.6d.) in respect of any such meal required.
- (g) When a worker is required to hold himself in readiness for a call after ordinary hours, he shall be paid at ordinary rates for the time that he holds himself in readiness.
- (h) When a worker is required for duty during any meal time, whereby his meal time is postponed for more than one hour, he shall be paid at overtime rates until he gets his meal.
- (i) When computing overtime, any district allowance shall not be computed as an addition to the day's pay.

13. CONTINUOUS PROCESS WORKERS:

- (a) Forty (40) hours shall constitute a week's work from Mondays to Saturdays to be worked in five (5) shifts of eight (8) hours each inclusive of crib time.
- (b) A worker called upon to work a sixth shift in any week shall be paid at the rate of time and a half.
- (c) For work done beyond the hours of duty on any ordinary day, payment shall be at the rate of time and a half for the first two (2) hours and double time thereafter.
- (d) When computing overtime, the district allowances shall not be computed as an addition to the day's pay.

(13. Continuous Process workers cont'd.)

- (e) These overtime rates shall not apply to excess time due to private arrangement between the workers themselves, or which is necessary for effecting periodical rotation of shifts, or which is owing to a relieving man not coming on at the appointed time. The time for which any worker may be paid at ordinary rates instead of overtime, due to a relieving man not coming on at the proper time, shall not exceed two (2) hours, after the expiration of which overtime rates shall apply for the whole shift.
- (f) When a worker is required to continue working after the usual knock-off time for more than one hour without having been notified on the previous day, he shall be provided with a meal, or shall be paid two shillings and sixpence (2s.6d.) in respect of any such meal.
- (g) All work done on Sundays shall stand alone and be paid for at the rate of time and a half, and any work done in excess of eight (8) hours shall be paid for at the rate of time and a half for the first two (2) hours and double time thereafter.
- (h) Work done on holidays shall be paid at double time, except work in connection with repairs to machinery which has broken down and caused a stoppage of operations.

14. ANNUAL LEAVE AND HOLIDAYS:

- (a) Each worker shall be entitled to three (3) weeks' annual leave on full pay, or should the period of continuous employment be less than one year, the worker shall be paid a sum proportionate as his length of service is to the full year's employment. Annual leave shall be taken at a time suitable to the convenience of the employer; provided that where a worker is dismissed for wilful misconduct he will not be entitled to the benefits of this clause.
- (b) The amounts to be paid under sub-clause (a) shall be calculated at the rate prevailing at the time the payment is made.
- (c) The provisions as to annual leave shall not apply to casual workers.
- (d) Subject to clauses 12 and 13, the following shall be paid holidays - Christmas Day, Easter Monday, Labour Day and one additional day in each calendar year to be nominated by the employer. If Christmas Day falls on a Sunday the following Monday shall be observed. Provided that any worker who does not present himself for work on the working day following any of the above-mentioned holidays shall not be entitled to be paid for such holiday unless he produces proof satisfactory to the employer that he was prevented by sickness from presenting himself for work on any such day and that such sickness was not due to intemperance or misconduct.

15. NOTICE OF TERMINATION:

- (a) A week's notice of intention to terminate the employment shall be given on either side, except in the case of casual workers.

(15. Weekly Hiring cont'd.)

- (b) The employer shall be under no obligation to pay for any day not worked upon which the worker is required to present himself for duty, except such absence from work is due to illness and comes within the provisions of Clause 16 or such absence is on account of holidays or annual leave to which the worker is entitled under the provisions of the award.
- (c) This clause does not affect the right to dismiss for misconduct, and in such case wages shall be paid up to the time of dismissal only.
- (d) The employer shall be entitled to deduct payment for any day or portion of a day upon which the worker cannot be usefully employed because of any strike by the union or unions affiliated with it or by any other association or union, or through the breakdown of the employer's machinery, or any stoppage of work by any cause which the employer cannot reasonably prevent.

16. PAYMENT FOR SICKNESS.

- (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's pay at the award rate for each completed month of service; provided that payment for absence through such ill-health shall be limited to one week's 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. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.
- (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) Any time in respect of which a worker is absent from work, except time for which he is entitled to claim sick pay under the preceding provision, shall not count for the purpose of determining his right to holidays.

17. SHIFTS:

- (a) Men working shifts not subject to weekly rotation shall be paid for each shift other than day shift at the rate of time and a quarter.
- (b) Men working shifts which rotate weekly shall be paid an additional five per cent. (5%) when on night shift.
- (c) Work other than day shift shall not be recognised as afternoon or night shift unless in either case five (5) consecutive afternoons or nights are worked; but shall

(17. Shifts continued)

(c)(etc.)

be deemed to be overtime; on completion of the fifth consecutive afternoon's or night's work, the worker shall be deemed to have been employed on afternoon or night shift, as the case may be, during the preceding four (4) afternoons or nights, and thereafter during any subsequent consecutive afternoons or nights he is so employed.

18. PAYMENT OF WAGES:

Pay day shall be in accordance with section 55 of the Mines Regulation Act. Any worker leaving or being discharged shall be paid the full amount of wages due to him within one hour of ceasing work, or within one hour of the opening of the office, if such office was closed at the time of his ceasing work, whenever same is practicable.

19. RECORD BOOK:

A time and wages book shall be kept by each employer, in which shall be entered the name of each worker, the nature of the work he is doing, the hours worked each day, and the amount of wages received by him each week. The employer shall be responsible for the proper posting of the book each week; the said book shall be open to the authorized representative of the union at any time during working hours, and he shall be allowed to take necessary extracts therefrom.

provided that any system of automatic recording by means of machines shall be deemed a compliance with this provision to the extent of the information recorded.

20. REPRESENTATIVE INTERVIEWING WORKERS:

In the case of disagreement existing or anticipated concerning any of the provisions of this award, an accredited representative of the union shall be permitted to interview the workers during the recognised meal hour, on the business premises of the employer, but this permission shall not be exercised without the consent of the employer more than once in any one week.

21. NO REDUCTION:

Nothing herein shall in itself operate to reduce the wage of any worker below the rate actually received by him at the date hereof.

22. SPECIAL RATES AND PROVISIONS:

(a) Leading hand: Leading hands in charge of not less than three (3) and not more than ten (10) workers shall be paid at the rate of nine shillings (9s.) per week extra; more than ten (10) and not more than twenty (20) workers, eighteen shillings (18s.) per week extra; more than twenty (20) workers, twenty-seven shillings (27s.) per week extra.

(b) Dirt Money: workers employed on dirty work or in wet places, shall be paid one penny-halfpenny (1½d.) per hour extra. In case of a dispute as to whether the work is or is not dirty or wet, it shall be referred to the Board of Reference whose decision shall be final.

(22. Special Rates and Provisions (cont'd.))

- (c) A fitter or other tradesman, not specially employed as a welder, who, in addition to his employment as such is also required to do welding shall be entitled to receive one shilling (1s.) per day extra whilst so employed.
- (3) Height Money: Tradesmen and welders engaged on the surface in the erection, repair and/or maintenance of steel frame buildings, smoke stacks, bridges or similar structures at a height of fifty (50) feet or more above the nearest horizontal plane shall be paid at the rate of one shilling and tenpence (1s.10d.) per shift extra.
- (c) Supply of Goggles: Suitable goggles shall be provided by all employers to workers when using emery wheels.
Goggles, glasses, gloves and leather aprons, or other efficient substitutes therefore, shall be available for the use of workers engaged in welding.

23. HIGHER DUTIES:

A worker engaged for more than two (2) hours in any one day on duties carrying a higher rate than his ordinary classification shall be paid the higher rate for such day.

24. DEFINITIONS:

- (a) "Motor Mechanic" means a worker engaged in making, repairing, altering, assembling (except assembling for the first time in Australia) and/or testing the metal parts (including electric) of the engine and/or chassis on motor cars or other motor vehicles, except motor cycles.
- (b) "Electrical Fitter" means a tradesman employed in making, repairing, altering, assembling, testing, winding or wiring electrical machines, instruments, meters or other apparatus, other than wires leading thereto, but a worker whose duty consists of placing electrodes in "neon" tubes tested by the worker shall not be deemed for that reason to be an electrical fitter.
- (c) "Electrical Wireman" means a worker engaged in installing electric light, meters, bells or telephones, or running, repairing and testing of wires used for power, light or heating purposes.
- (d) "Electrical Linesman" means a worker engaged (with or without labourers assisting) in erecting poles for electrical wires, or erecting wires or cables on poles or over buildings, or tying it or them to insulators, or joining or insulating it or them, or doing any work on electrical poles off the ground, but no linesman shall be allowed to work off the ground on live wires without the assistance of a labourer.
- (e) "Motor Attendant" means a worker engaged in stopping or starting motors, replacing motor fuses, oiling or cleaning motors, and who shall be engaged exclusively on such work.
- (f) "Switchboard Attendant" means any worker attending to or in charge of any switchboard, or doing any work necessary for the working of the same other than repairs or additions.

(24. Definitions continued)

- (g) "Pipe fitter" means any worker employed on pipe work but does not include a worker solely engaged in assembling, joining and fixing pipes. All work on live steam pipes shall be a tradesman's work.
- (h) "Casual hand" means any worker whose services are dispensed with by the employer before he shall have completed six (6) days of his engagement.
- (i) "Toolmaker" means a tradesman making and/or repairing any precision tool, gauge, die, or mould to be affixed to any machine, who designs or lays out his work and is responsible for its proper completion.

25. EMPLOYMENT.

- (a) Subject to the proviso contained hereunder, preference of employment in the industry to which this Award relates shall be given to members of the Amalgamated Engineering Union of Workers, Kalgoorlie Branch, or to members of any other registered industrial union which is a party to an award or industrial agreement in the gold mining industry; or to persons who give the employer an undertaking in writing to make application to join any such registered union, within one month of accepting employment.

provided that -

- (1) There are members of the relevant union, or intending members applying as aforesaid, equally qualified with other workers offering their services to perform the particular work to be done and ready and willing to undertake the same; and
 - (ii) the rules of such union shall permit any worker of good character with the requisite qualifications (if any) coming within the scope of this Award to become a member of the union upon payment of the subscription and/or entrance fee prescribed by the registered rules.
- (b) Where a worker, not having been a member of the relevant union at the time of his engagement, applies for membership of the union within one month of his engagement it shall be deemed that no question of preference has arisen.
 - (c) If during the continuance of this Award, anything in the nature of a strike occurs in the industry hereby regulated, or if there is any restriction in output by the workers or any section thereof acting in concert, the benefit of this clause shall thereupon cease and determine insofar as the particular union or unions involved is, or are, concerned.

For further assurance, and without modification of or prejudice to the foregoing provisions of this subclause, the employer may at any time apply to the Court, upon giving seven (7) days' notice to the union, for a declaration hereunder and the consequential cancellation of this clause, and the Court, upon cause being shown, shall make a declaration and order accordingly appropriate to the particular case.

- (d) The provisions of this clause shall not apply to junior workers, apprentices, or to members of the staff of any mine.
- (e) The operation of this clause is suspended pending further

26. UNIVERSITY STUDENTS:

Provision may be made by agreement between the parties as to terms and conditions for employment, but any such agreement shall be submitted to the Court for approval within one month after the making thereof.

27. BOARD OF REFERENCE:

(a) The Court appoints for the purposes of the Award a Board of Reference. Such Board shall consist of a chairman who shall be a person selected by the representatives of the parties, if such may be agreed upon, or, failing such agreement the Warden or Resident Magistrate, if agreeable and willing to act, and, if not, a Government Inspector of Mines, and two other representatives, one to be the manager of the mine in which the difference or dispute arises, or his nominee, representing the employer, and the other a representative of the Union appointed for such purpose by the Union, which may at any time, by notification to the employer and the Registrar, change such representative. Provided that where the matter of dust allowance in the mill is the subject referred to the Board for decision the chairman shall be a qualified medical practitioner.

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

- (i) deciding matters specifically referred to in the Award as being the subject matter of a decision of the Board;
- (ii) 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;
- (iii) deciding all matters and questions referred to in the Award as being the subject of mutual agreement if not agreed upon;

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

(c) 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, 1912-1948, which for this purpose are embodied in and form part of this Award. (Regulation 22).

(d) There shall be no cessation of work pending the reference to and the settlement of any dispute by the Board.

(e) The term "Manager" includes the person acting as such for the time being.

28. DRY CRUSHING PLANT:

No dry crushing plants shall be operated unless under such conditions as obviate dust as far as is reasonably practicable. It shall be the duty of the Inspector of Mines to make an examination of all dry crushing plants in his district, once in each month, and at such other times as he may be requested so to do by the secretary of the Union. He shall examine and report to the State Court of Arbitration, and such report shall be prima facie evidence of the facts stated therein.

A 29. CHANGE ROOMS:

If more than four (4) persons are employed underground in any mine in one shift, sufficient accommodation shall be provided above ground near the principal entrance to the mine, and not in the engine room or boiler house, for enabling the persons employed in the mine to conveniently dry and change their clothes, and in no case shall men dry their clothes upon a boiler. Hot water shall be supplied in all change rooms.

30. APPRENTICES:

- (a) The provisions of Schedule 1 hereto, marked "Apprenticeship Regulations" subject to any modifications or alterations contained in this clause, are hereby embodied in and form part of this Award.
- (b) The maximum number of apprentices allowed to any employer shall be in the proportion of one apprentice to every three (3) or fraction of three (3) journeymen employed by him in that branch: Provided that the fraction of three (3) shall not be less than one.
- (c) If the apprentice is employed on a mine and the mine ceases any operations in which the apprentice is engaged, the apprenticeship may be terminated, in which case the apprentice shall be given a certificate to show the time he has served, and the employer shall endeavour to find him another employer willing to complete the term. Should the apprentice desire to complete his apprenticeship with another employer, the certificate he has received from the former employer shall be prima facie evidence of the wages he is entitled to receive and the period necessary to complete his apprenticeship.
- (d) If the apprentice shall at any time during the said term be wilfully disobedient to the lawful orders of the employer, his managers, foremen, or other servants having authority over the apprentice, or be slothful, or negligent or dishonest, or shall otherwise grossly misbehave himself, or shall not conduct himself as a good and faithful apprentice should do, or shall not faithfully observe and keep his part of his agreement, then it shall be lawful for the employer, with the consent of the Court, to discharge the apprentice from his service.
- (e) The Court may in its discretion for any cause which it may deem sufficient, on the application of any party to an apprenticeship agreement, abrogate or cancel the agreement, either unconditionally, or subject to such terms and conditions as it may deem advisable.
- (f) Apprentices shall be allowed to one of the following trades, namely, patternmaker, cooper, smith, electrical fitter, blacksmith, fitter and/or turner, machinist, motor mechanic, welder.

31. UNDER-AGE 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.

(31. Under-Rate Workers continued)

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

32. PIECWORK:

- (a) Subject to the minimum wage rates and other conditions herein prescribed, an employer may remunerate any of his workers under any system of payment by results.
- (b) The Union may during the currency of this award apply to the Court for the correction or regulation of any piecework rate, time bonus, task rate, or any other system of payment by results.

33. RESERVED MATTERS:

The following matters are reserved for further consideration by the Court :-

- (a) Clause 4 (Wages) in respect of subclauses (d) and (e) of the Claim.
- (b) Clause 4 sub-clause (c) and Clause 5 (District Allowance).
- (c) Subclause (a) of Clause 11 and subclause (b) of Clause 12 in respect of the Claim for a 5-day week.
- (d) Subclause (a) of Clause 6 (Transport).
- (e) Subclause (d) of Clause 14 (Holidays).
- (f) Regulations 37(c) and (d) of Apprenticeship Regulations.

I CERTIFY pursuant to Section 35 of the "Industrial Arbitration Act, 1912-1948", that the foregoing is a copy of the agreement arrived at between the parties mentioned above.

DATED at Perth this 2nd day of June, 1949.

L. W. Jackson

PRESIDENT.

Filed at my office this 2nd day of June, 1949.

A. L. Smith

CLERK OF THE COURT OF ARBITRATION.